

# City of Corona

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

## City Council Meeting Final Agenda

**Wednesday, December 7, 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 of December 7, 2022, will be conducted in person. Members may attend in person or remotely. To participate remotely, please use the following link:

<https://coronaca-gov.zoom.us/j/81737624210>

## CONVENE CLOSED SESSION

### CITY COUNCIL

1. **CLOSED SESSION - [CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION](#)**  
[Pursuant to Government Code Section 54956.9\(d\)\(1\)](#)  
[Name of Case: City of Corona v. DD&E, LLC, et al.](#)  
[Case Number: Riverside County Superior Court Case No. CVRI 2000548 and San Diego County Superior Court Case No. 37-2021-00016700-CU-EI-CTL](#)
2. **CLOSED SESSION - [CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION](#)**  
[Pursuant to Government Code Section 54956.9\(d\)\(1\)](#)  
[Name of Case: City of Corona v. Luis Castro, Trustee, etc., et al.](#)  
[Case Number: Riverside County Superior Court Case No. CVRI2000445](#)
3. **CLOSED SESSION - [CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION](#)**  
[Pursuant to Government Code Section 54956.9\(d\)\(1\)](#)  
[Name of Case: City of Corona v. Carsen Co., LLC, et al.](#)  
[Case Number: Riverside County Superior Court Case No. RIC2004209](#)

## INVOCATION - Pastor Shannon Scott, Grace Baptist Church

*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

4. [Commendations: Life Saving Awards.](#)
5. [Recognition: Boy Scouts Partnership with City of Corona Homeless Solutions.](#)

## MEETING MINUTES

6. **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 Committee of the Whole Meeting of November 9, 2022.](#)
7. **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 November 16, 2022.](#)
8. **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 November 16, 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.*

9. **AGREEMENT** - [Approval of the Final Map, Improvement Agreements, and Survey Monumentation Agreement for Tentative Tract Map 32703 located on the southwesterly terminus of South Main Street.](#)

### That the City Council:

- a. Approve the Final Map for Tentative Tract Map 32703.
- b. Authorize the Mayor to execute the Public Improvement and Survey Monumentation Agreements between the City and Southpoint Corona, LLC.

10. **AGREEMENT** - [Consideration of a Service Agreement with Riverside County for the Slurry Seal Street Improvements Project on Serfas Club Drive, Paseo Grande, and Frontage Road.](#)

### That the City Council:

- a. Approve a Service Agreement between the County of Riverside and City of Corona for the construction of Slurry Seal Improvements on Serfas Club Dr., Frontage Rd., and Paseo Grande in the amount of \$167,399.88.
- b. Authorize the City Manager, or his designee, to execute a Service Agreement with Riverside County to fund the construction of the Slurry Seal Street Improvements Project on Serfas Club Drive, Paseo Grande, and Frontage Road, including any minor and non-substantive amendments.
- c. Authorize an appropriation in the amount of \$167,399.88 to the Annual Street

Pavement Rehabilitation Project No. 69210 within the Measure A Fund 227 for the Service Agreement with Riverside County.

**11. AGREEMENT - [Purchase of pipeline cell in River Road Bridge from Western Municipal Water District.](#)**

**That the:**

- a. City Council approve an Agreement By and Between the City of Corona and Western Municipal Water District for the Sale of a 20-Inch Water Pipeline in the River Road Bridge for the Beneficial Use of Recycled Water from the Western Riverside County Regional Wastewater Authority.
- b. City Council authorize a one-time payment of \$580,000 to Western Municipal Water District.
- c. City Council authorize an appropriation of an expenditure and an offsetting revenue in the amount of \$145,000 from the Water Utility Grant/Agreement Fund 571 to the Title XVI funded WRCRWA Reclaimed Waterline Project #69710571 and authorize an appropriation of \$435,000 from the Reclaimed Water Utility Fund 567 to the WRCRWA Reclaimed Waterline Project #69710567.
- d. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

**12. AGREEMENT - [Interfund Loan Agreement - City of Corona General Fund 110 to LMD 84-2 Zone 19 Fund 468.](#)**

**That the City Council** approve the Interfund Loan Agreement for the City of Corona General Fund 110 to LMD 84-2 Zone 19 Fund 468 in the amount of \$166,548.

**13. AGREEMENT - [Amendment No. 1 to the Reimbursement Agreement between the City of Corona and the Orange County Flood Control District for the construction of the Alcoa Dike Project.](#)**

**That the:**

- a. City Council approve Amendment No. 1 to the Reimbursement Agreement with the Orange County Flood Control District for the construction of the Alcoa Dike.
- b. City Council authorize the City Manager, or his designee, to execute Amendment No. 1 to the Reimbursement Agreement with the Orange County Flood Control District, and, as necessary, subsequent amendments.
- c. City Council authorize a payment of \$400,000, and up to \$3 million per the approved project budget, to the District for non-compensable work as identified in Exhibit B of the Agreement.

- d. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**14. AGREEMENT - [Second Amendment to the Professional Services Agreement with Advanced Applied Engineering, Inc. dba Infrastructure Engineers, to increase the compensation by \\$250,000 for a total compensation of \\$550,000 to provide temporary professional staffing services to the Planning and Development Department.](#)**

**That the City Council:**

- a. Approve the Second Amendment to Professional Services Agreement Advanced Applied Engineering, Inc. dba Infrastructure Engineers, to increase the total compensation by \$250,000 to provide temporary professional staffing services.
- b. Authorize the City Manager, or his designee, to execute the Second Amendment to the Professional Services Agreement with Advanced Applied Engineering, Inc. dba Infrastructure Engineers, for a total contract amount of \$550,000.
- c. Authorize the City Manager, or his designee, to issue Change Order No. 2 to Purchase Order B220671 to Advanced Applied Engineering, Inc. dba Infrastructure Engineers, in the amount of \$250,000.

**15. BID & PURCHASE - [Award of Contract to Beador Construction Company, Inc. for the Water Reclamation Facility No. 2 Paving and Drainage Improvement Project, No. 2021-05.](#)**

**That the:**

- a. City Council adopt the Plans and Specifications for the Water Reclamation Facility No. 2 Paving and Drainage Improvement Project, No. 2021-05, Notice Inviting Bids 23-013CA.
- b. City Council award Notice Inviting Bids 23-013CA to Beador Construction Company, Inc., the lowest responsive, responsible bidder, for the total bid amount of \$1,475,700 and waive any and all minor irregularities in the bidding documents as submitted by said bidder.
- c. City Council authorize the City Manager, or his designee, to execute the construction contract with Beador Construction Company, Inc. in the amount of \$1,475,700.
- d. City Council authorize the City Manager, or his designee to negotiate and execute non-substantive extensions, change orders, and amendments up to the amount authorized in Corona Municipal Code Section [3.08.060\(J\)](#), which is equivalent to 10% or \$147,570.

- e. City Council authorize the issuance of a Purchase Order to Beador Construction Company, Inc. in the amount of \$1,475,700 for construction services.
- f. City Council authorize an appropriation in the amount of \$800,000 from the Sewer Utility Fund (572) to the Water Reclamation Facility No. 2 Asphalt Roadway Paving Capital Improvement Project No. 77030.
- g. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**16. BID & PURCHASE - [Terminate the Contracted Emergency Potable Water Main Replacement on Cypress Point Drive and Oakland Hills Drive pursuant to Corona Municipal Code Section 3.08.140\(A\).](#)**

**That the:**

- a. City Council terminate the emergency action for Contracted Emergency Potable Water Main Replacement on Cypress Point Drive and Oakland Hills Drive pursuant to Corona Municipal Code [Section 3.08.140\(A\)](#).
- b. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

**17. BID & PURCHASE - [Maintenance/General Services Agreement with Calgon Carbon Corporation for the Ion Exchange Treatment Plant Spent Resin Removal and Disposal Project.](#)**

**That the:**

- a. City Council authorize the creation of a new capital improvement project titled "Ion Exchange Treatment Plant Media Replacement Project."
- b. City Council authorize an appropriation of \$683,861 from the Water Utility Fund (570) to the new capital improvement project titled "Ion Exchange Treatment Plant Media Replacement Project".
- c. City Council approve the Maintenance/General Services Agreement with Calgon Carbon Corporation in the amount of \$621,692 and authorize the City Manager, or his designee, to execute the Agreement.
- d. City Council make a determination under Corona Municipal Code [Section 3.08.140\(b\)](#) that competitive bidding has been satisfied for the reasons provided in the "Basis of Determination of Competitive Bidding" section of this report.
- e. City Council authorize the City Manager, or his designee, to issue a purchase order to Calgon Carbon Corporation in the amount of \$621,692.

- f. City Council authorize the City Manager, or his designee, to issue change orders up to 10% or \$62,169.
- g. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

**18. BID & PURCHASE - [Award of Contract to MNR Construction, Inc. for the Wardlow Road Sewer Relocation Project No. 2017-18.](#)**

**That the:**

- a. City Council adopt the Plans and Specifications for the Wardlow Road Sewer Relocation Project, Project No. 2017-18, Notice Inviting Bids 23-016CA.
- b. City Council award Notice Inviting Bids 23-016CA to MNR Construction, Inc., the lowest responsive, responsible bidder, for the total bid amount of \$2,357,980, and waive any and all minor irregularities in the bidding documents as submitted by said bidder.
- c. City Council authorize the City Manager, or his designee, to execute the construction contract with MNR Construction, Inc. in the amount of \$ 2,357,980.
- d. City Council authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to the amount authorized in Corona Municipal Code Section [3.08.060\(J\)](#), which is equivalent to 10% or \$235,798.
- e. City Council authorize the issuance of a Purchase Order to MNR Construction, Inc. in the amount of \$2,357,980 for construction services.
- f. City Council authorize an appropriation in the amount of \$1,491,373 from the Sewer Capacity Fund 440 and an additional appropriation in the amount of \$121,830 from the Sewer Utility Fund 572 to the Wardlow Road Sewer Relocation Capital Improvement Project No. 72020 for a total project cost of \$2,947,475, which includes construction, contingency, and construction support services.
- g. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**19. RELEASE OF SECURITY - [Release of the grading securities posted by Corona Industrial JV LLC, for the construction of two new industrial buildings located at 1331 East Sixth Street and 150 Radio Road.](#)**

**That the City Council** release the Precise Grading and Erosion Control Securities (Bond No. 268006543 and Deposit No. DEP15-0244).

**20. REPORT - [Amended City of Corona Transit Service Public Transportation Agency Safety Plan.](#)**

**That the City Council** approve and adopt the amended City of Corona Transit Service Public Transportation Agency Safety Plan.

**21. RESOLUTION - [Resolution approving the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.](#)**

**That the City Council** adopt Resolution No. 2022-120, approving the amended Conflict of Interest Code.

**22. RESOLUTION - [Resolution approving the City of Corona Position Library and Compensation Plan and repealing all prior Plans, including Resolution No. 2022-109, to implement salary range increases for minimum wage per California State law.](#)**

**That the City Council** adopt Resolution No. 2022-119, approving the City of Corona Position Library and Compensation Plan and repealing all prior Plans, including Resolution No. 2022-109, effective September 7, 2022.

**23. RESOLUTION - [Resolution approving a Recognized Obligation Payment Schedule and Resolution approving Successor Agency Administrative Budget for the period of July 2023 through June 2024.](#)**

**That the Successor Agency to the Redevelopment Agency of the City of Corona:**

- a. Adopt Resolution No. 2022-001, approving and adopting a Recognized Obligation Payment Schedule for the period of July 2023 through June 2024 pursuant to Health and Safety Code Section 34177(o)(1).
- b. Adopt Resolution No. 2022-002, approving and adopting a Successor Agency Administrative Budget for the period of July 2023 through June 2024 pursuant to Health and Safety Code Section 34177(j).

**24. RESOLUTION - [Resolution authorizing the submittal of a grant application to the Department of Water Resources for the Urban Community Drought Relief Grant Program.](#)**

**That the:**

- a. City Council adopt Resolution No. 2022-121, authorizing the submittal of an application for the Department of Water Resources 2022 Urban Community Drought Relief Grant Program.
- b. City Council designate the City Manager, or his designee, to receive and spend Urban Community Drought Relief Grant funds in accordance with all applicable program guidelines and state and federal laws.

- c. City Council authorize the City Manager, or his designee, to act as agent with legal authority to enter into the grant agreement, conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and any other grant required correspondence which may be necessary to obtain grant funds or complete the grant program that are consistent with or in furtherance of the City Council's actions hereunder.
- d. City Council authorize the City Manager, or his designee, to prepare and process any budgetary adjustments to receive and record Urban Community Drought Relief Grant funds.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

**25. TRANSFER OF FUNDS - [Authorize the creation of a new Capital Improvement Project and transfer of funding for the demolition of the old Police Department Building at the corner of Buena Vista Avenue and Sixth Street.](#)**

**That the City Council:**

- a. Authorize the creation of a new Capital Improvement Project titled "Old PD Building Demolition, Project No. 2022-18."
- b. Authorize a budgetary transfer of \$1,000,000 from the existing Capital Improvement Project No. 71700 Corona Innovation Center Project to the newly created Capital Improvement Project Old PD Building Demolition within the American Rescue Plan Act Fund 413.
- c. Authorize a budgetary reduction of \$500,000 in the Capital Improvement Project No. 71700 Corona Innovation Center Project, within the American Rescue Plan Act Fund 413, back to fund balance to be redistributed to other projects as needed.

## 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.*

26. **PUBLIC HEARING** - [Ordinance amending various chapters within Title 15 of the Corona Municipal Code and adopting by reference the 2022 California Building Standards Code \(California Code of Regulations, Title 24\).](#)

**That the City Council** adopt Ordinance No. 3357 amending various chapters within [Title 15 of the Corona Municipal Code](#) and approve by reference the 2022 California Building Standards Code (California Code of Regulations, Title 24).

27. **PUBLIC HEARING** - [Ordinance amending Corona Municipal Code Section 3.02.080 to establish a 50% reduction for building, planning, and development service fees for Nonprofit Organizations and adding Section 3.02.090 to establish a 50% reduction for plan check and permit/inspection fees for single-family infill residential development within the Downtown Specific Plan area, as well as; and Resolution No. 2022-118 revising the Citywide Master Fee Recovery Schedule and Recovery Percentages to identify such reduced fees and to revise the Public Improvement Plan Check Fee.](#)

**That the City Council:**

- a. Introduce, by title only, and waive full reading of Ordinance No. 3356, first reading of an ordinance of the City of Corona, California amending Corona Municipal Code [Section 3.02.080](#) to establish a 50% reduction of building, planning, and development service fees for Nonprofit Organizations, adding Section 3.02.090 to establish a 50% reduction for plan check and permit/inspection fees for single-family infill residential development within the Downtown Specific Plan, and making certain other non-substantive clarifications.
- b. Adopt Resolution No. 2022-118 revising the Citywide Master Fee Recovery Schedule and Recovery Percentages.

## 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.*

28. **ADMINISTRATIVE REPORT** - [Request from Mayor Speake to have the City Council consider waiving the construction of the missing sidewalk improvements on the south side of Orange Heights Lane between Main Street and Jasper Drive.](#)

**That the City Council** direct staff to:

- a. Implement the requirements of [CMC Section 15.48.020](#).
- b. The property owner to pay the City the cost of the public improvements as was done with the other property owners on this section of Orange Heights Lane.
- c. Defer the construction of the public improvements adjacent to 234 Orange Heights Lane until a future time when all funds have been collected, and the project can be constructed at one time.

**29. ADMINISTRATIVE REPORT - [Blue Zones Community Assessment.](#)**

**That the City Council** direct staff to work with Riverside University Health System - Public Health and Blue Zones staff on a community assessment and related activities in preparation for a potential Blue Zones Project in the City of Corona.

**30. ADMINISTRATIVE REPORT - [Approve the Professional Services Funding and Lease Agreements with Mercy House Living Centers, the Second Amended Partner Agency Agreement with the Path of Life Ministries, and the Eleventh Amendment to the Maintenance and General Services Agreement with Security Defense.](#)****That the City Council:**

- a. Approve the Professional Services and Funding Agreement for the FY 2023 Homeless System of Services between the City of Corona and Mercy House Living Centers for a total amount not-to-exceed \$3,988,491.
- b. Authorize the City Manager, or his designee, to execute the Professional Services and Funding Agreement for the FY 2023 Homeless System of Services between the City of Corona and Mercy House Living Centers, including non-substantive amendments and line-item adjustments within the approved program budgets of the FY 2023 Professional Services and Funding Agreement between the City of Corona and Mercy House.
- c. Approve the Lease Agreement for the Harrison Shelter and 5th Street Housing Units between the City of Corona and Mercy House
- d. Authorize the City Manager, or his designee, to execute the Lease Agreement for the Harrison Shelter and 5th Street Housing Units between the City of Corona and Mercy House, including non-substantive amendments.
- e. Authorize an appropriation of \$638,726 from the Measure X Fund 120 to the Homeless Solutions Program in the City's Manager's Office.
- f. Approve the Eleventh Amendment to the Maintenance and General Services Agreement with Security Defense to increase the total compensation from \$175,000 to \$271,481 through June 30, 2023.
- g. Authorize the City Manager, or his designee, to execute the Eleventh Amendment to the Maintenance and General Services Agreement with Security Defense.
- h. Authorize the issuance of a change order for \$96,481 to Security Defense for security services, increasing the FY 2023 purchase order (B230344) from \$175,000 to \$271,481 through June 30, 2023.

- i. Approve the Second Amended Partner Agency Agreement with the Path of Life to provide \$120,000 in emergency shelter services through June 30, 2023.
- j. Authorize the City Manager, or his designee, to execute the Second Amended Partner Agency Agreement with the Path of Life, including non-substantive amendments.
- k. Authorize an increase in the Path of Life purchase order (B230196) from \$129,000 to \$249,000 to extend emergency shelter services through June 30, 2023.

**31. ADMINISTRATIVE REPORT - [Receive and file the auditor's reports related to the Fiscal Year 2022 Annual Financial Audits, Auditor's Communication, Annual Comprehensive Financial Report, Development Impact Fees Annual Report, and Annual Report on Voter Approved Debt for the fiscal year ending June 30, 2022.](#)**

**That the City Council:**

- a. Receive and file the following annual reports:
  - i. Annual Comprehensive Financial Report (ACFR) of the City of Corona for the fiscal year ending June 30, 2022.
  - ii. Trip Reduction Fund Audit Report for the fiscal year ending June 30, 2022.
  - iii. Development Impact Fees (AB1600) Annual Report for the fiscal year ending June 30, 2022.
  - iv. Voter Approved Debt for the fiscal year ending June 30, 2022.
- b. Receive and file the following auditor's reports:
  - i. Auditor's Report on Agreed-Upon Procedures Applied to Appropriations Limit Worksheets for the fiscal year ending June 30, 2022.
  - ii. Auditor's Report on Agreed-Upon Procedures Applied to the Investment Portfolio Report for the month ending June 30, 2022.
  - iii. Auditor's Report on Compliance with Applicable Requirement and on Internal Control over Compliance for the Housing Successor for the fiscal year ending June 30, 2022.
  - iv. Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements, dated November 29, 2022.
- c. Receive and file the Auditor's Communication letter to the City Council from the City's audit firm, The Pun Group, LLP, dated November 29, 2022.

**32. ADMINISTRATIVE REPORT - [The City of Eastvale, California, is requesting a Letter of Support from the City of Corona to support their independent zip code campaign.](#)**

**That the City Council** approve a Letter of Support for the City of Eastvale's

independent zip code campaign.

## LEGISLATIVE MATTERS

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

**33. LEGISLATIVE MATTER - Ordinance amending Chapter 3.08 of the Corona Municipal Code to increase the alternative procedure amount in compliance with state law, make certain other changes to the award criteria and award authority for maintenance and general services, and revise the publication requirements for non-public projects.**

**That the:**

- a. City Council introduce by title only and waive full reading for consideration of Ordinance No. 3358, first reading of an ordinance amending Chapter 3.08 of the Corona Municipal Code to increase the alternative procedure amount in compliance with state law, make certain other changes to the award criteria and award authority for maintenance and general services and materials, supplies and equipment and revise the publication requirements for non-public projects.
- b. City Council direct the City Manager, or his designee, to follow the provisions of this ordinance as follows:
  - i. For any bids or Request for Proposals that are in process as of December 7, 2022, enforce the terms of Chapter 3.08 in effect at the time the bid or Request for Proposal was issued;
  - ii. For any contracts or agreements awarded on or before December 7, 2022, and which involve on-going services with new automatic or discretionary annual renewal terms and compensation limits, enforce the terms of Chapter 3.08 in effect at the time the contract or agreement was awarded, as well as any applicable specified City Council action at the time of award;
  - iii. For any contracts or agreements awarded on or before December 7, 2022, and which involve a one-time project or service (e.g., a construction project or project-specific design service), enforce the terms of Chapter 3.08 in effect at the time the contract agreement was awarded, as well as any applicable specified City Council action at the time of award; and
  - iv. For any bids or Request for Proposals that are started after December 7, 2022 and awarded after the effective date of Ordinance No. 3358, enforce the terms of Ordinance No. 3358
- c. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**34. LEGISLATIVE MATTER - [Ordinance setting commercial cannabis business tax rates pursuant to Measure G adopted by the voters.](#)**

**That the City Council** introduce, by title only, and waive full reading of Ordinance No. 3359 setting commercial cannabis business tax rates.

**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

C) Regional Meetings

**35. REGIONAL MEETING REPORT - [Update from Council Member Jim Steiner on the Riverside Transit Agency \(RTA\) Board Meeting of November 17, 2022.](#)**

**36. REGIONAL MEETING REPORT - [Update from Vice Mayor Tony Daddario on the Western Riverside County Regional Conservation Authority \(RCA\) Meeting of December 5, 2022.](#)**

**37. REGIONAL MEETING REPORT - [Update from Vice Mayor Tony Daddario on the Western Riverside County Regional Wastewater Authority \(WRCRWA\) Board of Directors Meeting of December 1, 2022.](#)**

**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. City Park Master Plan Kickoff (Staff) December 14, 2022
2. Heritage Room Update (Staff) December 14, 2022
3. Utilities Operational Audit Update (Staff) December 14, 2022
4. Legislative Priorities Update (Staff) December 14, 2022
5. Business Grants Overview (Staff) December 14, 2022
6. COTW and Study Session Schedule (T. Richins & J. Steiner) January 4, 2023
7. Parking Enforcement Update (Staff) January 11, 2023
8. Quarterly Sales Tax Update (Staff) January 11, 2023
9. Branding Update (Staff) January/February
10. Anti-Camping Ordinance Revisions January/February
11. Volunteer Program Update (Staff) February/March
12. CIP Priorities Check-in (Staff) February/March
13. Historic Resources Ordinance Update (W. Speake) (February/March 2023)
14. Quiet Zone at Railroad Crossings (Staff) March/April
15. Rent Stabilization Update (T. Richins) TBD
16. Security Camera Master Plan Update (Staff) TBD
17. Banning Temporary Signs in the Public Right of Way (W. Speake) TBD
18. Catalytic Converters Ordinance (J. Steiner) TBD
19. Historic Civic Center Frontage Design Options (Staff) TBD
20. Development of a I-15 Corridor Lobbying Coalition (W. Speake) TBD
21. Cal Cities Membership (T. Richins) TBD
22. 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, January 4, 2023 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](http://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*

## Committee of the Whole Minutes - Draft

**Wednesday, November 9, 2022**

**Council Board Room 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:** 4 - Wes Speake, Tony Daddario, Tom Richins and Jim Steiner

**Absent:** 1 - Jacque Casillas

## PLEDGE OF ALLEGIANCE

## CONVENE OPEN SESSION

Vice Mayor Daddario called the meeting to order at 4:01 p.m.

## COMMUNICATIONS FROM THE PUBLIC

None.

## AGENDA ITEMS

### 1. Parks and Recreation Masterplan Update with MIG.

Moses Cortez, Facilities, Parks, and Trails Manager, introduced the item and Genevieve Sharrow, MIG Project Manager, provided an overview of the following: The Purpose of the Master Plan, Key Tasks, Interviews with City Council and Commission, Parks and Recreation Master Plan, My Wish for Parks in Corona, and Community-Driven Process.

Michele Wentworth, Parks and Recreation Commissioner, provided comments and expressed her support with the process of the Parks and Recreation Master Plan.

The Council provided comments and had inquiries. Ms. Sharrow provided clarification.

### The following item was taken out of order.

### 3. Summer Concerts Series Update.

Jason Lass, Recreation Services Manager, introduced the item. Mr. Lass and Jose Coria, Community Services Program Coordinator, provided an overview of the following: Background and History, 2022 at a Glance Overview on Performers and Partners, Marketing, Overview on how Performers are Chosen, Data Collector, The Cost of the Band, Fiscal Year 2023 Concert Budget, and the Proposed Downtown Corona Summer Street Scene.

Michele Wentworth, Parks & Recreation Commissioner, and the Council provided comments and had inquiries. Mr. Lass provided clarification. The Council unanimously agreed to support moving the Concerts to 6th Street.

### 2. Enhanced Community Events Calendar.

Jason Lass, Recreation Services Manager, introduced the item. Mr. Lass and Jose Coria, Community Services Program Coordinator, provided an overview of the following: Background and History, Support for Community Events, Community Calendar, the City's Role, Concept Preview, Coming Soon: Historic Civic Center - Centennial Celebration, Coming Soon: Downtown Corona Summer Street Scene, Options for Consideration, and the Right Mix for Corona.

The Council provided comments.

Don Fuller, resident, addressed the Council to inquire about the Walk for Life event. Mr. Lass provided clarification.

Joe Morgan, resident, addressed the Council regarding the Peppermint Ridge event and hosting running events.

**4. Secondhand Smoke Nuisance Abatement.**

Roger Bradley, Assistant City Manager, introduced the item and provided an overview of the following: Multifamily Housing Characteristics, Secondhand Smoke Impact, Nuisance Abatement, City can Establish Laws to Abate Nuisances, Declare Secondhand Smoke a Nuisance, Potential Ordinance Language, Enforcement, Nuisance Abatement Key Points, and Recommendation.

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

## **ADJOURNMENT**

The next scheduled meeting of the Council is the Study Session on November 16, 2022. Mayor Speake adjourned the meeting at 5:39 p.m.

# City of Corona

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

## Study Session Minutes - Draft

**Wednesday, November 16, 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 - Wes Speake, Tony Daddario, Jacque Casillas, Tom Richins and Jim Steiner

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Steiner.

## CONVENE OPEN SESSION

Mayor Speake called the meeting to order at 4:00 p.m.

## COMMUNICATIONS FROM THE PUBLIC

None.

## AGENDA ITEMS

### 1. Transit Comprehensive Operations Analysis.

Cynthia Lara, Community Assistance Manager, introduced the item. China Langer, Transportation Management and Design President, Ronald Kilcoyne, Senior Manager, Eamon Johnston, Associate Planner, provided a presentation on the following: Reasons to Conduct a Comprehensive Operations Analysis, Project Timeline, Existing System, Market Analysis, Market Analysis- Where People Like, Market Analysis- Where People Work, Market Analysis- Transit Demand Potential, Profile of Current Riders, General Community Travel Patterns, Corona Cruiser Rider Trips, Service Evaluation, Service Performance- Weekday Boardings, Service Performance- Saturday Boardings, Service Performance- Productivity, Service Performance- On Time Performance, Rider and Community Input, Current Riders, Community Survey- Desired Service Improvements, Summary of Key Findings, Mobility Options, Service Alternatives, Service Alternatives Objectives, Goals of service Alternatives, Service Options for Discussion, Draft Service Options Scenario 1, Draft Service Options Scenario 2, Draft Service Options Scenario 3, Budget Impact Scenario 1, Budget Impact Scenario 2A, Budget Impact Scenario 2B, Budget Impact Scenario 3, How Transit Operations are Funded, Proposed Fare Changes, and Next Steps.

The Council provided comments and had inquiries. Sudesh Paul, Transit Program Manager, Ms. Langer, Ms. Lara and Mr. Kilcoyne, provided clarification.

By majority vote the Council agreed on option scenario 2A.

## ADJOURNMENT

The next scheduled meeting of the Council is November 16, 2022. Mayor Speake adjourned the meeting at 5:26 p.m.



# City of Corona

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

## City Council Minutes - Draft

**Wednesday, November 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**

## CONVENE CLOSED SESSION

Closed Session convened at 5:30 p.m. for the purpose listed below. Present were Mayor Speake, Vice Mayor Daddario, Council Member Casillas, Council Member Richins, and Council Member Steiner. Mayor Speake recused himself from Item 3. Closed Session adjourned at 6:05 p.m.

## CITY COUNCIL

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8  
Property Location: 117-191-011 (725 S Main St)  
Agency Negotiator: Jacob Ellis, City Manager  
Negotiating Party: 99 CENTS ONLY STORES LLC  
Under Negotiation: Price & Terms of Payment
2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)  
(1 or more cases)
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8  
Property: APN 103-020-010, 103-020-011, 103-020-007  
Negotiating Parties: FRONTAGE GROUP LLC; OXBOW PARTNERS; KIRKWOOD GROUP, LLC; SERFAS DEVELOPMENT, LLC, SHERMAN SHYH HUANG LEE AND MIN LING LEE, TRUSTEES OF THE SHERMAN SHYH HUANG LEE FAMILY TRUST DATED JULY 19, 1984; GRACE ADORA HSU; ALICE TAMOURA LEE; CHI-YU KING AND BI-SHIA KING, TRUSTEES OF THE C + B TRUST, DATED AUGUST 12, 1991; PINECREST BADGER ASSOCIATES LLC; TAI-NAN WANG AND HSIU-MEI WANG; MOUNTAIN VIEW COUNTRY CLUB  
Agency Negotiator: Jacob Ellis, City Manager  
Under Negotiation: Price and Terms of Payment
4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: Douglas Heath v. City of Corona  
WCAB Case Numbers: ADJ10705055, ADJ10705056, ADJ12902714

## INVOCATION

The Invocation was led by James Ward.

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Casillas.

## CONVENE OPEN SESSION

Mayor Speake called the meeting to order at 6:33 p.m.

## PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

5. Recognitions: City of Corona Employee Recognition of 25, 30, and 35 years of service.  
City of Corona employees accepted their Recognitions.
6. Recognition: 100 Anniversary - Corona Rotary Club.  
Dean Seif, President of Corona Rotary Club, and members, accepted the Recognition.
7. Recognition: Citizen's Academy.  
Members of the Citizens Academy accepted the Recognition.
8. Proclamation: Small Business Saturday.  
Guido Totaro, Pampa Empanadas, accepted the Proclamation.

## MEETING MINUTES

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

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

9. 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 October 26, 2022.

**These Minutes were approved.**

10. 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 November 2, 2022.

**These Minutes were approved.**

## CONSENT CALENDAR

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

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

11. 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 September 2022.

**This Financial Report was received and filed.**

- 12.** 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 September 2022.

**This Financial Report was received and filed.**

- 13.** Expansion of the Wildland Protection Agreement between the City of Corona and the California Department of Forestry and Fire Protection.

**This Agreement was approved.**

- 14.** Issuance of a Purchase Order to Ovivo USA LLC for Water Reclamation Facility 1 Digester No. 2 Dome Cover Replacement.

**This Bid & Purchase was approved.**

- 15.** Professional Services Agreement for Arc Flash Study with Commonwealth Associates.

**This Bid & Purchase was approved.**

- 16.** Release of the grading security posted by Griffco Land, LLC, for Parcel 4 of Parcel Map 37070 for the Terrano Apartments located at 2804 Fashion Drive.

**This Release of Security was approved.**

## COMMUNICATIONS FROM THE PUBLIC

Palbinder Badesha, Corona Chamber of Commerce, addressed the Council to congratulate Mayor Speake, Council Member Casillas, and Council Member Steiner on their reelection.

Sara Archuleta, resident, addressed the Council to express her concern with the recent law enforcement training at Foothill Elementary.

The following residents addressed the Council to express concerns with paving on Liberty Avenue: Jennifer Hernandez, Mary Gehley, and Connie Adams.

Marissa Herrera, resident, addressed the Council to commend each Council Member for all their hard work.

Joe Morgan, resident, addressed the Council to congratulate Mayor Speake, Council Member Casillas, and Council Member Steiner on their reelection. He also expressed his concerns with paving on Liberty Avenue.

## PUBLIC HEARINGS

None.

## ADMINISTRATIVE REPORTS

None.

## LEGISLATIVE MATTERS

- 17.** Ordinance amending various chapters within Title 15 of the Corona Municipal Code and adopting by reference the 2022 California Building Standards Code (California Code of Regulations, Title 24).

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

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

## 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 Jacque Casillas on the Western Riverside Council of Governments (WRCOG) meeting of November 7, 2022.

Council Member Casillas provided an update.

- 19.** Update from Vice Mayor Tony Daddario on the Western Riverside County Regional Conservation Authority (RCA) Meeting of November 7, 2022.

Vice Mayor Daddario provided an update.

- 20.** Update from Mayor Wes Speake on the Riverside County Transportation Commission (RCTC) Meeting of November 9, 2022.

Council Member Steiner attended the RCTC meeting on behalf of Mayor Speake and 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 Casillas provided a brief overview of the League of California Cities Riverside County Division meeting.

Council Member Richins provided a brief overview of the following: Mayor's Youth Council Town Hall meeting, City Park history, and the recent law enforcement training at Foothill Elementary.

Council Member Steiner provided comments regarding the paving on Liberty Avenue.

Vice Mayor Daddario provided a brief overview of the Joe Dominguez Veterans Day celebration and Amber Waves of Grain Festival.

Mayor Speake provided a brief overview of the following: John Zickefoose's retirement, Corona Chamber of Commerce Salute to the Military event, Veterans Day at Valencia Terrace, Post 742 Veterans Day Remembrance and Celebration Dinner, Mayor's Youth Council Town Hall meeting, Veterans Day Car Show, the recognition in memory of Tariq Shamma, and the Main Street closure. He announced the City Park pop up event on November 19, 2022. He also expressed his gratitude during this Thanksgiving holiday.

- 21.** Advance Travel Request for Council Member Jacque Casillas to attend 2022 League of California Cities Leaders Workshop.

**A motion was made by Vice Mayor Daddario, seconded by Council Member Steiner, that this City Council Member Report be approved. The motion carried by the following vote:**

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

## FUTURE AGENDA ITEMS

1. COTW and Study Session Schedule (J. Steiner and T. Richins) December 7, 2022
2. City Park Master Plan Kickoff (Staff) December 14, 2022
3. Heritage Room Update (Staff) December 14, 2022
4. Utilities Operational Audit Update (Staff) December 14, 2022
5. Legislative Priorities Update (Staff) December 14, 2022
6. Parking Enforcement Update (Staff) January/February
7. Quarterly Sales Tax Update (Staff) January/February
8. Branding Update (Staff) January/February
9. Volunteer Program Update (Staff) February/March
10. CIP Priorities Check-in (Staff) February/March
11. Quiet Zone at Railroad Crossings (Staff) March/April
12. Rent Stabilization Update (T. Richins) TBD
13. Security Camera Master Plan Update (Staff) TBD
14. Banning Temporary Signs in the Public Right of Way (W. Speake) TBD
15. Catalytic Converters Ordinance (J. Steiner) TBD
16. Historic Civic Center Frontage Design Options (Staff) TBD
17. Development of a I-15 Corridor Lobbying Coalition (W. Speake) TBD
18. Options to Expedite Redevelopment of Main Street & Parkridge Ave. Area (J. Casillas) TBD
19. Cal Cities Membership (T. Richins) TBD
20. Interfund Loan Agreement LMD 84-2 Zone 19 (Staff) TBD

## ADJOURNMENT

The next scheduled meeting of the Council is December 7, 2022. Mayor Speake adjourned the meeting at 7:37 p.m.



Staff Report

---

**File #:** 22-0910

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Planning & Development Department

**SUBJECT:**

Approval of the Final Map, Improvement Agreements, and Survey Monumentation Agreement for Tentative Tract Map 32703 located on the southwesterly terminus of South Main Street.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to approve the final tract map for Tentative Tract Map 32703 and approve the security agreements for the public improvements and survey monumentation. Southpoint Corona, LLC, the owner and developer of TTM 32703, is prepared to process the final map for recordation at the County of Riverside. The recordation of the tract map will permanently establish 13 single family residential lots that will allow for the individual sale of each lot and the construction of single-family dwellings.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Approve the Final Map for Tentative Tract Map 32703.
- b. Authorize the Mayor to execute the Public Improvement and Survey Monumentation Agreements between the City and Southpoint Corona, LLC.

**BACKGROUND & HISTORY:**

Tentative Tract Map 32703 (TTM 32703) subdivided 9.45 acres into 13 lots for single family residential purposes located on the southwesterly terminus of South Main Street. The zoning of the project site is R-1-20, which allows single family residential lots with a minimum lot size of 20,000 square feet. TTM 32703 was initially approved by the City Council on June 21, 2006. Multiple extensions of time have been granted for TTM 32703 by the City Council and automatically by adopted State legislation. TTM 32703 is no longer eligible for additional extensions of time and is set to expire on December 21, 2022, if the final map is not recorded at the County of Riverside by that date.

**ANALYSIS:**

TTM 32703 has been reviewed by staff and is ready to be recorded at the County as a final map pursuant to Section 33458(a) of the California Government Code. The developer is required to enter into agreements with the City for survey monumentation and the construction of public improvements in addition to the posting of sufficient securities that guarantee the placement of all survey monuments and public improvements required by TTM 32703. The public improvements for the project include street, water, sewer, storm drain, and public landscaping.

The following table describes the securities that are required to be posted for the project.

Tract Map 32703	Faithful Performance Amount	Labor and Materials Amount
Public Improvements - Onsite Water, Sewer, Street, and Public Landscaping	\$2,266,200	\$1,133,100
Public Improvements - Offsite Ibbetson Street, Water, and Public Landscaping	\$133,600	\$66,800
Public Improvements - Offsite Orange Heights & S Main Street - Street, Water, Sewer, and Public Landscaping	\$1,326,800	\$ 663,400
Survey Monumentation	\$13,000	N/A

At the time of preparation of this staff report, the applicant was in the process of getting bonds prepared to guarantee the construction of the required public improvements. The applicant has indicated that the bonds will be filed with the City prior to the City Council consideration of this item. Due to the timing of the release of the agenda, staff has allowed the item to move forward contingent upon the receipt of the required bonds before the meeting on December 7, 2022. These bonds are required to be posted at the City to finalize the recordation of the final map.

The owner has satisfied the conditions of approval for TTM 37203. Additionally, the discharge of the project's waste into the City's sewer system will not result in a violation of existing requirements prescribed by the Santa Ana Regional Water Quality Control Board, pursuant to Division 7 (commencing with Section 13000) of the Water Code. Therefore, the project is consistent with the findings made for TTM 32703 pursuant to Section 66474.6 of the California Government Code.

**FINANCIAL IMPACT:**

All applicable fees have been paid by the developer, including the payment of Development Impact Fees that are due prior to the recordation of the map.

**ENVIRONMENTAL ANALYSIS:**

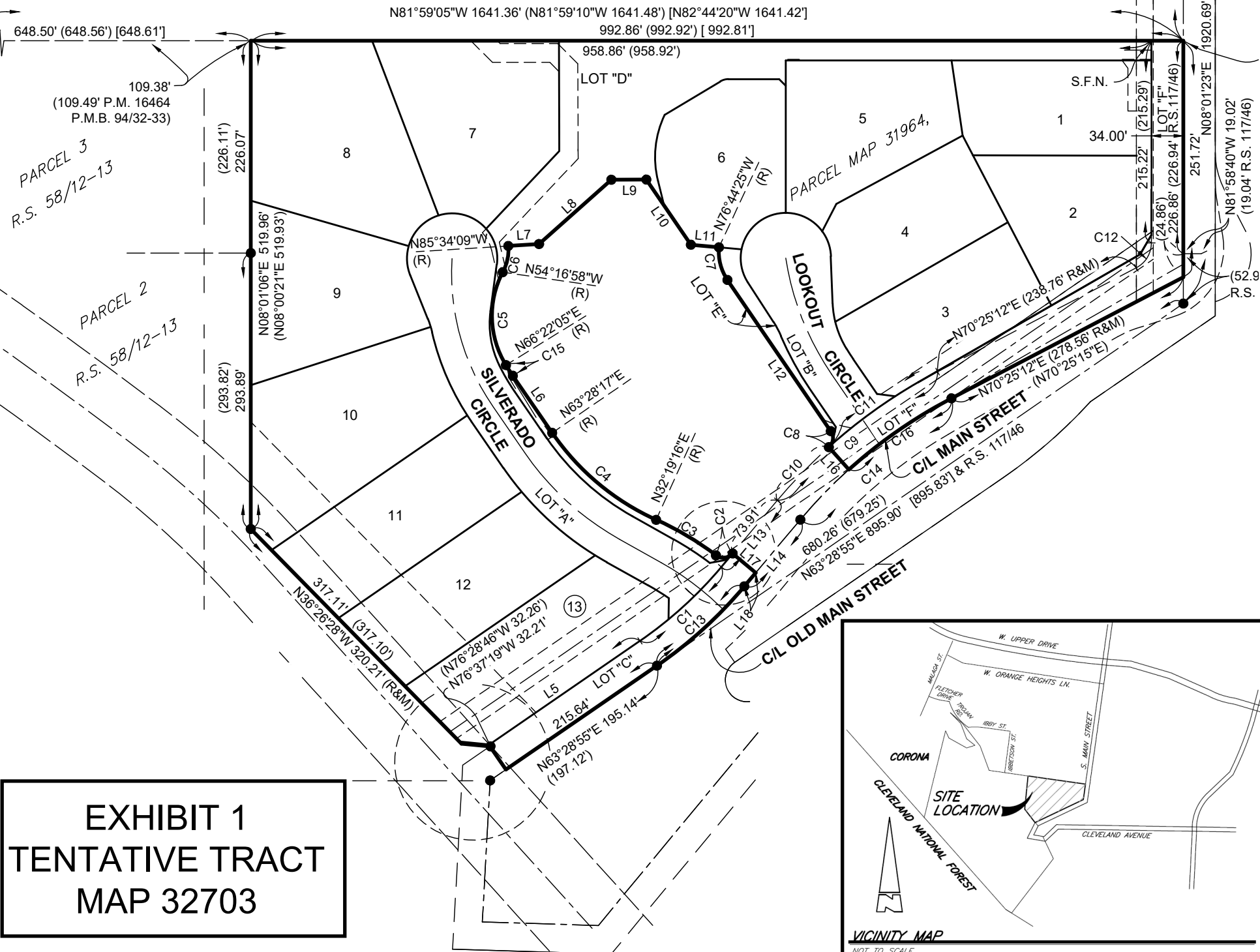
Per Section 15070 of the State Guidelines for implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was previously prepared for the project and approved by the City Council on June 21, 2006. No additional environmental analysis is required for the processing of the final map and the posting of the securities.

**PREPARED BY:** NOE HERRERA, ASSOCIATE ENGINEER

**REVIEWED BY:** JOANNE COLETTA, PLANNING & DEVELOPMENT DIRECTOR

**Attachments:**

1. Exhibit 1 - Tentative Tract Map 37203
2. Exhibit 2 - Agreements



**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR TRACT MAP 32703 –  
ON-SITE WATER, SEWER, STREET, AND PUBLIC LANDSCAPING  
DWG 14-064S – PWIM2021-0024  
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **7<sup>th</sup> day of December 2022**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **SOUTHPOINT CORONA, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY**, with its principal offices located at, **27555 Ynez Road Suite 208, Temecula, CA 92591** (hereinafter referred to as "Developer").

**WITNESSETH:**

**FIRST:** Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract Map 32703** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **Two Million Two Hundred Sixty-Six Thousand Two Hundred Dollars and No Cents (\$2,266,200.00)**. The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

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

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

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

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

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

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

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

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

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

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

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

**Developer:**  
Southpoint Corona, LLC,  
27555 Ynez Road, Suite 208  
Temecula, CA 92591

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

**Southpoint Corona, LLC**  
A California limited liability company

By: \_\_\_\_\_

  
Jamie Christiano, Managing Member  
JAMES

**ATTEST:**

**CITY CLERK  
OF THE CITY OF CORONA**

**CITY OF CORONA**

By: \_\_\_\_\_  
(City Clerk)

By: \_\_\_\_\_  
(Mayor)

**(SEAL)**

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

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

# California All-Purpose Certificate of Acknowledgment

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

State of California

County of Orange

S.S.

On 11/28/2022 before me, Angel Jimenez Notary Public

Name of Notary Public, Title

personally appeared James Brian Christiano

Name of Signer (1)

Name of Signer (2)

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.

Angel Jimenez  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Agreement for Public

Improvements for Tract Map 32703

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_

Name(s) of Person(s) Entity(ies) Signer is Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other \_\_\_\_\_

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROJECT**

SEE ATTACHED

Lots 1 through 13, inclusive of Tract No. 32703, in the  
City of Corona, County of Riverside, State of California,  
as shown on a map thereof recorded in Book  
\_\_\_\_\_, Pages \_\_\_\_\_, of Maps, in the Office  
of the County Recorder of said county.

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

SEE ATTACHED

Faithful Performance	<b>\$2,266,200.00</b>
Labor and Material	<b>\$1,133,100.00</b>

## BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 On-Site Improvements  
Location: S. Main St.  
DWG No.: 14-064S,U

Date: 11/16/2022

Description	Construction Cost	Performance Bond Note 2	Labor & Materials Bond Note 3
2. Master Planned R/W Improvements A) Main Street	\$ -	\$ -	\$ -
B) Ibbetson Street	\$ -	\$ -	\$ -
2. Master Planned R/W Improvements			
3. Interim Improvements			
4. On-Site Public Improvements (Includes Gradeing Plan Public Imp.)	\$ 1,743,297.00	\$ 2,266,200.00	\$ 1,133,100.00
5. On-Site Non-Public Improvements			
6. Additional Bond Improvements (DWG 18-022U)	\$ -	\$ -	\$ -

Notes:

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

Prepared By:

Robin B. Hamers & Associates, Inc.  
3100 Airway Avenue, Suite 124  
Costa Mesa, CA 92626  
(949) 548-1192



Michael Benesh, RCE 37893

Date: 11/16/2022

## BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 - On Site

Date: 11/16/2022

Location: S. Main St.

DWG No. 14-058S,SD,U

Item	Unit	Unit Cost	Quantity	Cost
<b>Removal</b>				
AC Berm	LF	\$ 8.00	180	\$ 1,440.00
AC Pavement	SF	\$ 3.00	1,000	\$ 3,000.00
<b>Removal Subtotal</b>				<b>\$ 4,440.00</b>
<b>Relocation</b>				
<b>Asphalt</b>				
AC Pavement	SF		29,150	
4" Asphalt	TON	\$ 190.00	721	\$ 136,990.00
6" Base	CY	\$ 110.00	540	\$ 59,400.00
Fogseal	SY	\$ 5.00	1,080	\$ 5,400.00
<b>Asphalt Subtotal</b>				<b>\$ 201,790.00</b>
<b>Concrete</b>				
Curb Only 6"	LF	\$ 35.00	200	\$ 7,000.00
Curb & Gutter 6"	LF	\$ 42.00	1,700	\$ 71,400.00
X-Gutter & Spandrel	SF	\$ 29.00	1,800	\$ 52,200.00
D/W Approach 6"	SF	\$ 28.00	2,700	\$ 75,600.00
Sidewalk 4"	SF	\$ 13.00	6,904	\$ 89,752.00
W/C Ramp	EA	\$ 3,800.00	4	\$ 15,200.00
<b>Concrete Subtotal</b>				<b>\$ 311,152.00</b>
<b>Storm Drain</b>				
Catch Basin W<8'	EA	\$ 7,000.00	2	\$ 14,000.00
Inlet Apron	EA	\$ 3,000.00	2	\$ 6,000.00
Underwalk Drain W<6'	EA	\$ 3,000.00	4	\$ 12,000.00
<b>SD Subtotal</b>				<b>\$ 32,000.00</b>
<b>Street Lights</b>				
Pull Box No. 3-1/2	EA	\$ 500.00	4	\$ 2,000.00
St. Light 502 - 1 only	EA	\$ 5,500.00	1	\$ 5,500.00
St. Light 502 - 2 to 5	EA	\$ 5,400.00	1	\$ 5,400.00
St. Lt. Cond 1"				
< 500 LF	LF	\$ 12.00	500	\$ 6,000.00
> 500 LF	LF	\$ 10.00	350	\$ 3,500.00
St. Lt. Cond 1.5"				
< 500 LF	LF	\$ 16.00	120	\$ 1,920.00
> 500 LF	LF	\$ 14.00		\$ -
<b>St. Light Subtotal</b>				<b>\$ 24,320.00</b>

## BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 - On Site

Date: 11/16/2022

Location: S. Main St.

DWG No. 14-058S,SD,U

Item	Unit	Unit Cost	Quantity	Cost
<b>Traffic</b>				
Striping 4" Solid	LF	\$ 0.50	200	\$ 100.00
Striping 12" Solid	LF	\$ 2.50	40	\$ 100.00
St. Name Sign	EA	\$ 500.00	2	\$ 1,000.00
Stop Sign	EA	\$ 500.00	2	\$ 1,000.00
<b>Traffic Subtotal</b>				<b>\$ 2,200.00</b>
<b>Sewer</b>				
Manhole <20'	EA	\$ 10,000.00	10	\$ 100,000.00
8" VCP	LF	\$ 142.00	1,420	\$ 201,640.00
18" Steel Encasement	LF	\$ 200.00	1,200	\$ 240,000.00
4" VCP	LF	\$ 70.00	460	\$ 32,200.00
<b>Sewer Subtotal</b>				<b>\$ 573,840.00</b>
<b>Water</b>				
8" DIP Pipe	LF	\$ 75.00	690	\$ 51,750.00
Fire Hydrant 6"	EA	\$ 4,900.00	1	\$ 4,900.00
Service 1"	EA	\$ 2,500.00	13	\$ 32,500.00
Blow Off 6"	EA	\$ 4,900.00	2	\$ 9,800.00
2 Wire Test Station	EA	\$ 2,500.00	2	\$ 5,000.00
<b>Water Subtotal</b>				<b>\$ 103,950.00</b>
<b>Misc Improvements - CFD</b>				
V-Gutter	SF	\$ 10.00	5,173	\$ 51,730.00
Retaining Walls	SF	\$ 15.00	3,862	\$ 57,930.00
3" AC Pavement	TON	\$ 190.00	197	\$ 37,430.00
Rip-Rap	SF	\$ 10.00	705	\$ 7,050.00
BioRetention Basin	EA	\$ 12,500.00	2	\$ 25,000.00
Grate Inlet 18"x18"	EA	\$ 1,300.00	6	\$ 7,800.00
SD Cleanout	EA	\$ 100.00	13	\$ 1,300.00
Easement A (Lot 3)	S.F.	\$ 5.00	3,200	\$ 16,000.00
Easement C (Lot 1)	S.F.	\$ 5.00	1,800	\$ 9,000.00
Lot D Landscape	S.F.	\$ 5.00	51,284	\$ 256,420.00
Lot E Landscape	S.F.	\$ 5.00	2,877	\$ 14,385.00
<b>Misc Subtotal</b>				<b>\$ 484,045.00</b>
<b>Cost To Complete Plans</b>				<b>\$ 10,000.00</b>
<b>Total Public Improvements</b>				<b>\$ 1,743,297.00</b>

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR  
TRACT MAP 32703 – IBBETSON STREET  
DWG 14-064S – PWIM2021-0024  
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **7<sup>th</sup> day of December 2022**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **SOUTHPOINT CORONA, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY**, with its principal offices located at, **27555 Ynez Road Suite 208, Temecula, CA 92591** (hereinafter referred to as "Developer").

**WITNESSETH:**

**FIRST:** Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract Map 32703** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **One Hundred Thirty-Three Thousand Six Hundred and No Cents (\$133,600.00)**. The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

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

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

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

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

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

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

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

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

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

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

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

**Developer:**  
Southpoint Corona, LLC,  
27555 Ynez Road, Suite 208  
Temecula, CA 92591

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

**Southpoint Corona, LLC**  
a California limited liability company

By:

  
\_\_\_\_\_  
Jamie Christiano, Managing Member  
JAMES

**ATTEST:**

**CITY CLERK  
OF THE CITY OF CORONA**

**CITY OF CORONA**

By: \_\_\_\_\_  
(City Clerk)

By: \_\_\_\_\_  
(Mayor)

(SEAL)

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

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

# California All-Purpose Certificate of Acknowledgment

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

State of California

County of Orange

S.S.

On 11/28/2022 before me, Angel Jimenez Notary Public

Name of Notary Public, Title

personally appeared James Brian Christiano

Name of Signer (1)

Name of Signer (2)

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.

Angel Jimenez  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled for the purpose of Agreement for Public Improvements for Tract Map 32703 containing        pages, and dated       .

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other:

representing:       

Name(s) of Person(s) Entity(ies) Signer is Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page #        Entry #       

Notary contact:       

Other       

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROJECT**

SEE ATTACHED

Lots 1 through 13, inclusive of Tract No. 32703, in the  
City of Corona, County of Riverside, State of California,  
as shown on a map thereof recorded in Book  
\_\_\_\_\_, Pages \_\_\_\_\_, of Maps, in the Office  
of the County Recorder of said county.

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

SEE ATTACHED

Faithful Performance	<b>\$133,600.00</b>
Labor and Material	<b>\$66,800.00</b>

## BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 - Off-Site Ibbetson St. Improvements

Date: 11/16/2022

Location: S. Main St.

DWG No.:

Description	Construction Cost	Performance Bond Note 2	Labor & Materials Bond Note 3
1. Non-Master Planned R/W Improvments	\$ 102,780.00	\$ 133,600.00	\$ 66,800.00
2. Master Planned R/W Improvments			
3. Interim Improvements			
4. On-Site Public Improvements (Includes Gradeing Plan Public Imp.)			
5. On-Site Non-Public Improvements			
6. Additional Bond Improvements			

Notes:

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

Prepared By:

Robin B. Hamers & Associates, Inc.

3100 Airway Avenue, Suite 124

Costa Mesa, CA 92626

(949) 548-1192



Michael Benesh, RCE 37893

Date: 11/16/2022

## BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 - Off-Site Ibbetson St. Improvements Date: 11/16/2022

Location: S. Main St.

DWG No.:

### Off-Site Street Improvements (Ibbetson Street)

#### Asphalt

Asphalt	TON	\$	190.00	172	\$	32,680.00
Base	CY	\$	110.00	130	\$	14,300.00
Asphalt Subtotal						\$ 46,980.00

#### Concrete

Curb & Gutter 6"	LF	\$	42.00	250	\$	10,500.00
Concrete Subtotal						\$ 10,500.00

#### Street Lights

Pull Box No. 3-1/2	EA	\$	500.00	2	\$	1,000.00
Service Point	EA	\$	7,000.00	1	\$	7,000.00
St. Light 501 - 1 only	EA	\$	5,000.00	1	\$	5,000.00
St. Lt. Cond 1"						
< 500 LF	LF	\$	12.00	250	\$	3,000.00
St. Lt. Subtotal						\$ 16,000.00

#### Traffic

Striping 4" Solid	LF	\$	0.50		\$	-
Traffic Subtotal						\$ -

#### Miscellaneous

Water Lateral	EA	\$	5,000.00		\$	-
WC Ramp	EA	\$	3,800.00	1	\$	3,800.00
Sidewalk 4"	SF	\$	13.00	1,000	\$	13,000.00
Parkway Landscaping	SF	\$	5.00	2,000	\$	10,000.00
Misc Subtotal						\$ 16,800.00

#### Water

Service 1"	EA	\$	2,500.00	1	\$	2,500.00
Service 2"	EA	\$	3,400.00		\$	-
Water Subtotal						\$ 2,500.00

Cost To Complete Plans	\$	10,000.00
------------------------	----	-----------

Total Ibbetson St	\$	102,780.00
-------------------	----	------------

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR TRACT MAP 32703 –  
MAIN STREET AND ORANGE HEIGHTS  
DWG 14-064S – PWIM2021-0024  
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **7<sup>th</sup> day of December 2022**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **SOUTHPOINT CORONA, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY**, with its principal offices located at, **27555 Ynez Road Suit 208, Temecula, CA 92591** (hereinafter referred to as "Developer").

**WITNESSETH:**

**FIRST:** Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract Map 32703** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **One Million Three Hundred Twenty-Six Thousand Eight Hundred and No Cents (\$1,326,800.00)**. The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

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

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

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

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

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

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

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

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

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

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

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

**Developer:**  
Southpoint Corona, LLC  
27555 Ynez Road, Suite 208  
Temecula, CA 92591

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

**Southpoint Corona, LLC**  
A California limited liability company

By:

  
\_\_\_\_\_  
Jamie Christiano, Managing Member  
JAMES

**ATTEST:**

**CITY CLERK  
OF THE CITY OF CORONA**

**CITY OF CORONA**

By: \_\_\_\_\_  
(City Clerk)

By: \_\_\_\_\_  
(Mayor)

(SEAL)

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

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

# California All-Purpose Certificate of Acknowledgment

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

State of California

County of Orange

S.S.

On 11/28/2022 before me, Angel Jimenez Notary Public

Name of Notary Public, Title

personally appeared Jamer Brian Christiano

Name of Signer (1)

Name of Signer (2)

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.

Angel Jimenez  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Agreement for Public Improvement for tract map

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_

Name(s) of Person(s) Entity(ies) Signer is Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other \_\_\_\_\_

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROJECT**

SEE ATTACHED

Lots 1 through 13, inclusive of Tract No. 32703, in the  
City of Corona, County of Riverside, State of California,  
as shown on a map thereof recorded in Book  
\_\_\_\_\_, Pages \_\_\_\_\_, of Maps, in the Office  
of the County Recorder of said county.

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

SEE ATTACHED

Faithful Performance	\$1,326,800.00
Labor and Material	\$663,400.00

## BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 - Main Street and Orange Heights Lane Date: 11/16/2022  
Location: S. Main St.  
DWG No.: 14-059S,U, 18-022U

Description	Construction Cost	Performance Bond Note 2	Labor & Materials Bond Note 3
1. Non- Master Planned R/W Improvments	\$ 1,020,690.00	\$ 1,326,800.00	\$ 663,400.00
2. Master Planned R/W Improvments			
3. Interim Improvements			
4. On-Site Public Improvements (Includes Gradeing Plan Public Imp.)			
5. On-Site Non-Public Improvements			
6. Additional Bond Improvements			

Notes:

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

Prepared By:

Robin B. Hamers & Associates, Inc.  
3100 Airway Avenue, Suite 124  
Costa Mesa, CA 92626  
(949) 548-1192



Michael Benesh, RCE 37893

Date: 11/16/2022

## BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 Main Street & Orange Heights

Date: 11/16/2022

Location: S. Main St.

DWG No. 14-059S,U, 18-022U

Item	Unit	Unit Cost	Quantity	Cost
<b>Off-Site Orange Heights Water (DWG 18-022U)</b>				
Abandon Pipe	LS	\$ 2,500.00	1	\$ 2,500.00
Fire Hydrant 6"	EA	\$ 4,900.00	1	\$ 4,900.00
1.5" R.P.D.	EA	\$ 750.00	26	\$ 19,500.00
Meter Boxes	EA	\$ 450.00	26	\$ 11,700.00
Blow Off 6"	EA	\$ 4,900.00	1	\$ 4,900.00
Remove PRV	EA	\$ 5,000.00	1	\$ 5,000.00
Remove Valve	EA	\$ 1,800.00	1	\$ 1,800.00
<b>Off Site Water Subtotal</b>				<b>\$ 50,300.00</b>

<b>Total DWG 18-022U</b>	<b>\$ 50,300.00</b>
--------------------------	---------------------

<b>Off-Site Main Street Improvements (DWG 14059S,U)</b>				
<b>Asphalt</b>				
6" AC Berm	LF	\$ 35.00	180	\$ 6,300.00
Asphalt	TON	\$ 190.00	1,050	\$ 199,500.00
Base	CY	\$ 110.00	778	\$ 85,580.00
AC Overlay	SY	\$ 8.00	6,570	\$ 52,560.00
<b>Asphalt Subtotal</b>				<b>\$ 343,940.00</b>
<b>Concrete</b>				
Curb & Gutter 6"	LF	\$ 42.00	1,720	\$ 72,240.00
Curb & Gutter 8"	LF	\$ 44.00	310	\$ 13,640.00
<b>Concrete Subtotal</b>				<b>\$ 85,880.00</b>

<b>Street Lights</b>				
Pull Box No. 3-1/2	EA	\$ 500.00	4	\$ 2,000.00
Service Point	EA	\$ 7,000.00	1	\$ 7,000.00
St. Light 502 - 1 only	EA	\$ 5,500.00	1	\$ 5,500.00
St. Light 502 - 2 to 5	EA	\$ 5,400.00	4	\$ 21,600.00
St. Light 502 - 5+	EA	\$ 5,300.00	2	\$ 10,600.00
St. Lt. Cond 1"				
< 500 LF	LF	\$ 12.00	500	\$ 6,000.00
> 500 LF	LF	\$ 10.00	500	\$ 5,000.00
St. Lt. Cond 1.5"				
< 500 LF	LF	\$ 16.00	175	\$ 2,800.00
<b>St. Lt. Subtotal</b>				<b>\$ 60,500.00</b>

<b>Traffic</b>				
Striping 4" Solid	LF	\$ 0.50	1,000	\$ 500.00
<b>Traffic Subtotal</b>				<b>\$ 500.00</b>

## BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 Main Street & Orange Heights

Date: 11/16/2022

Location: S. Main St.

DWG No. 14-059S,U, 18-022U

Item	Unit	Unit Cost	Quantity	Cost
<b>Miscellaneous</b>				
Water Lateral	EA	\$ 5,000.00	2	\$ 10,000.00
DWY Approach 6"	SF	\$ 28.00	640	\$ 17,920.00
Sidewalk 4"	SF	\$ 13.00	8,330	\$ 108,290.00
Parkway Landscaping	SF	\$ 5.00	16,660	\$ 83,300.00
<b>Misc Subtotal</b>				<b>\$ 136,210.00</b>
<b>Sewer</b>				
Manhole <20'	EA	\$ 10,000.00	3	\$ 30,000.00
8" VCP	LF	\$ 142.00	930	\$ 132,060.00
4" VCP	LF	\$ 70.00		\$ -
<b>Sewer Subtotal</b>				<b>\$ 162,060.00</b>
<b>Water</b>				
8" DIP Pipe	LF	\$ 75.00	80	\$ 6,000.00
12" DIP Pipe	LF	\$ 105.00	1,020	\$ 107,100.00
Valve 8"	EA	\$ 2,800.00	2	\$ 5,600.00
Valve 12"	EA	\$ 5,300.00	4	\$ 21,200.00
Fire Hydrant 6"	EA	\$ 4,900.00	4	\$ 19,600.00
Service 1"	EA	\$ 2,500.00	2	\$ 5,000.00
Service 2"	EA	\$ 3,400.00	2	\$ 6,800.00
<b>Water Subtotal</b>				<b>\$ 171,300.00</b>
<b>Cost To Complete Plans</b>				<b>\$ 10,000.00</b>
<b>Total Main Street</b>				<b>\$ 970,390.00</b>

**AGREEMENT FOR SURVEY MONUMENTATION  
TRACT MAP 32703**

This Agreement is entered into as of this **7<sup>th</sup> day of December 2022**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **SOUTHPOINT CORONA, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY**, with its principal office located at **Temecula, CA 92591** (hereinafter referred to as "Developer").

**WITNESSETH:**

**FIRST:** Developer, for and in consideration of approval of **TRACT MAP 32703** (hereinafter referred to as **TRACT MAP 32703**) has submitted to the City for its approval and subsequent recordation a map prepared by **TRACT MAP 32703**, containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

**SECOND:** Developer now desires to record said **TRACT MAP 32703** prior to having interior monuments set for said **TRACT MAP 32703**, and in consideration has instructed to certify on said **TRACT MAP 32703** that monuments will be set within **ONE YEAR** after recordation of **TRACT MAP 32703**. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

**THIRD:** Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **Thirteen Thousand Dollars and No Cents (\$13,000.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost for the setting of monuments changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration, or addition to the terms of this Agreement shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration, or addition to the terms of this Agreement.

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

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

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

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

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

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

**CITY:**

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

**DEVELOPER:**

Southpoint Corona, LLC  
27555 Ynez Road Suit 208  
Temecula, CA 92591

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

**Southpoint Corona, LLC,  
a California limited liability company**

By:

  
\_\_\_\_\_  
Jamie Christiano, Managing Member  
JAMES

**ATTEST:**

**CITY CLERK  
OF THE CITY OF CORONA**

**CITY OF CORONA**

By: \_\_\_\_\_  
(City Clerk)

By: \_\_\_\_\_  
(Mayor)

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

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

# California All-Purpose Certificate of Acknowledgment

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

State of California

County of Orange

S.S.

On 11/28/2022 before me, Angel Jimenez Notary Public

Name of Notary Public, Title

personally appeared James Brian Christiano

Name of Signer (1)

Name of Signer (2)

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.

Angel Jimenez  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Agreement for

Survey Monumentation Tract Map 32763

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

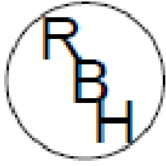
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other: \_\_\_\_\_

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_



ROBIN B. HAMERS & ASSOC., INC.  
CIVIL ENGINEERS•PLANNERS•SURVEYORS  
... since 1981

234 E. 17<sup>TH</sup> ST., SUITE 205  
COSTA MESA, CA 92627  
Phone 949/548-1192

October 18, 2022

Development Services  
City of Corona

Re: **Tract No. 32703 Monument Bond**

To Whom it May Concern,

The estimated cost for setting the final survey monuments shown on Tract No. 32703 is \$13,000.

Should you have any questions, please call.

Michael Benesh, LS 5649





Staff Report

---

**File #:** 22-0925

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Public Works Department

**SUBJECT:**

Consideration of a Service Agreement with Riverside County for the Slurry Seal Street Improvements Project on Serfas Club Drive, Paseo Grande, and Frontage Road.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to consider executing a Service Agreement between the City of Corona and Riverside County for slurry seal improvements within the City of Corona. Riverside County is currently preparing a Slurry Seal Streets Improvement Project within the Coronita community, and there are three streets within their project that border the City of Corona. This Service Agreement will allow the City's portion of these roads to be included in the County's project and provide a complete and seamless finish to the streets.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Approve a Service Agreement between the County of Riverside and City of Corona for the construction of Slurry Seal Improvements on Serfas Club Dr., Frontage Rd., and Paseo Grande in the amount of \$167,399.88.
- b. Authorize the City Manager, or his designee, to execute a Service Agreement with Riverside County to fund the construction of the Slurry Seal Street Improvements Project on Serfas Club Drive, Paseo Grande, and Frontage Road, including any minor and non-substantive amendments.
- c. Authorize an appropriation in the amount of \$167,399.88 to the Annual Street Pavement Rehabilitation Project No. 69210 within the Measure A Fund 227 for the Service Agreement with Riverside County.

**BACKGROUND & HISTORY:**

The recently adopted City of Corona Strategic Plan identified several goals, including providing sound infrastructure and a safe community. Providing sound infrastructure can be achieved by investing in public infrastructure, including parks, buildings, equipment, technology, and roads. As a result, the City is making investments and improvements to maintain its roads in good condition.

Some of the City streets are split at the centerline or are continuous through both the City and County. Occasionally, the County or the City may perform routine roadway maintenance near jurisdictional boundaries, and both agencies will coordinate their projects to ensure continuous and seamless repairs.

**ANALYSIS:**

Riverside County is currently in the process of preparing for a Slurry Seal Street Improvements Project within the Coronita community. The streets in the project that border or are continuous between the City and County include Serfas Club Drive, Paseo Grande, and Frontage Road (see Exhibit 1). These streets are split near the centerline between the City of Corona and Riverside County. Although the City's portion of these streets are not planned to be paved within the next two years, not including the full street in the County's project will leave an incomplete look. The addition of the City's portion of the roads to the Riverside County project will assist with providing a complete and continuous finish to the streets, preserve the existing pavement, extend the useful life of the asphalt, and provide a smoother travel surface for motorists and pedestrians.

The Slurry Seal Street Improvements Project was competitively bid by the County and will provide a cost benefit to the City due to the County's project covering a larger area with a greater quantity of work. City staff recommends executing the agreement with Riverside County to fund the construction cost within the City's right-of-way.

The County's is anticipated to award their project in January, with construction beginning in March and completed before summer.

**FINANCIAL IMPACT:**

As specified in the agreement, the City is responsible for contributing a construction cost of \$167,399.88.

Project Funding	
Funding Source	Amount
Measure A Fund 227	\$167,399.88

Approval of the recommended action will result in an appropriation in the amount of \$167,399.88 to the Annual Street Pavement Rehabilitation Project No. 69210 from within the Measure A Fund 227 for the Riverside County Street Improvements Project on Serfas Club Drive, Paseo Grande, and Frontage Road.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act

(CEQA) Statue and Guidelines, which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects which 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. Approval of this agreement is a ministerial action. Therefore, no environmental analysis is needed. The County of Riverside will be the lead agency on the project and will be responsible for any environmental clearances and filing of a notice of exemption for the project.

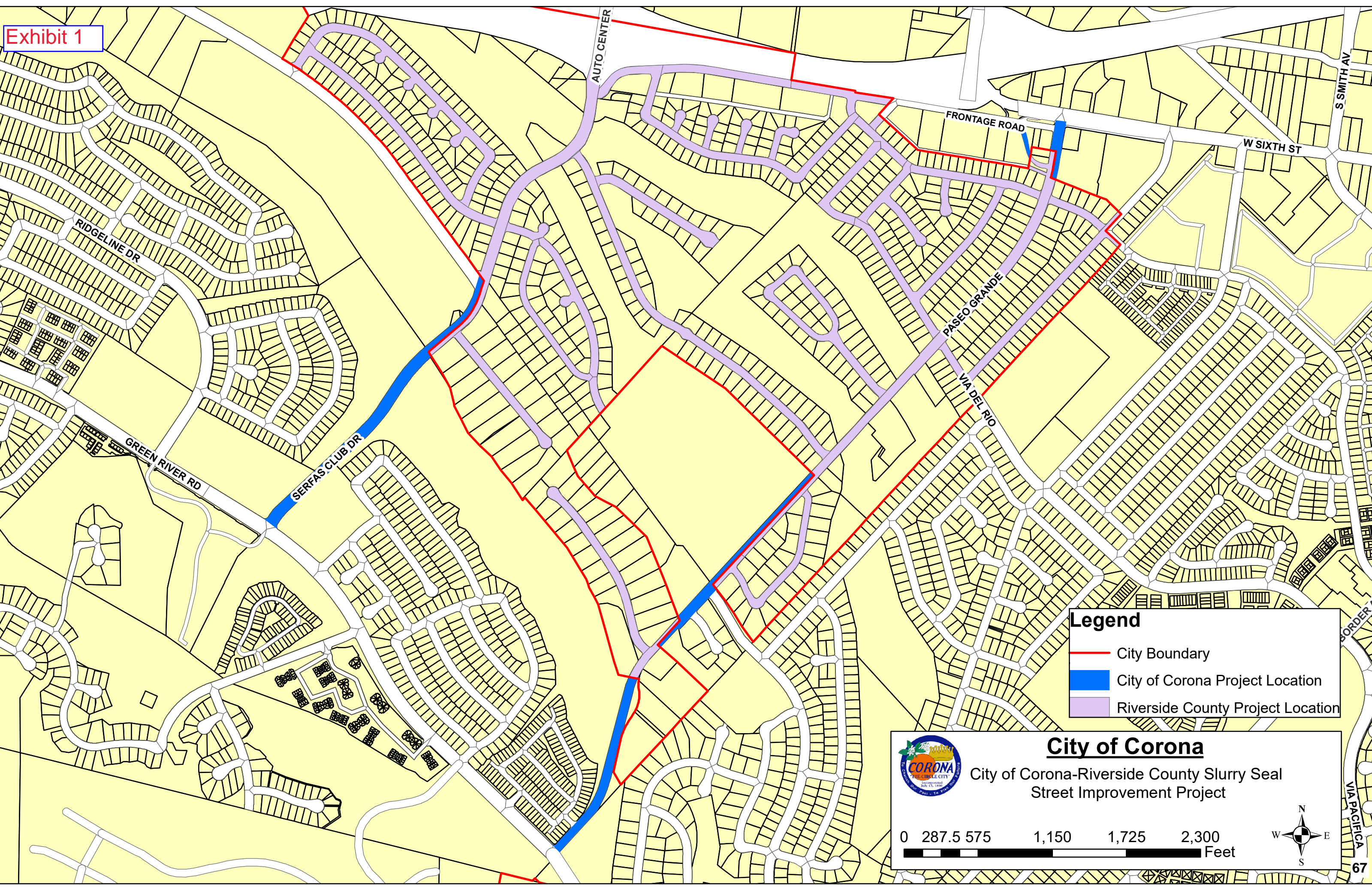
**PREPARED BY:** ISMAEL RIVERA, ASSOCIATE ENGINEER

**REVIEWED BY:** SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

**Attachments:**


1. Exhibit 1 - Project Locations
2. Exhibit 2 - Service Agreement

Exhibit 1




**Legend**


- City Boundary
- City of Corona Project Location
- Riverside County Project Location



**City of Corona**  
City of Corona-Riverside County Slurry Seal  
Street Improvement Project

0 287.5 575 1,150 1,725 2,300 Feet





N  
W E  
S

67

**SERVICE AGREEMENT BY AND BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**CITY OF CORONA**

**FOR**

**SERFAS CLUB DR., FRONTAGE RD., AND PASEO GRANDE**

**SLURRY SEAL IMPROVEMENTS**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the County of Riverside, a political subdivision of the state of California, on behalf of its Transportation Department (hereinafter "COUNTY") and the City of Corona, a municipal corporation, (hereinafter "CITY") for slurry seal improvements located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

**RECITALS**

A. WHEREAS, CITY has determined to seal the existing asphalt surface on:

ROAD NAME	LIMITS		Length (FT)	Width (FT)
	From	To		
FRONTAGE RD	470' W PASEO GRANDE	200' W PASEO GRANDE	280	40
PASEO GRANDE	100' NE LAS POSAS RD	350' NE LAS POSAS RD	250	16
PASEO GRANDE	363' NW VIA SANTIAGO	163' NW VIA SANTIAGO	200	30
PASEO GRANDE	63' NE ONTARIO AVE	1222' NE ONTARIO AVE	1160	22
PASEO GRANDE	225' SW LAS POSAS RD	GREEN RIVER RD	1500	48
PASEO GRANDE	350' NE LAS POSAS RD	63' NE ONTARIO AVE	385	42
PASEO GRANDE	363' NW VIA SANTIAGO	6TH ST	225	60
SERFAS CLUB DR	677' S PALISADES DR	56' N PALISADES DR	723	30
SERFAS CLUB DR	677' S PALISADES DR	GREEN RIVER RD	1820	61

in the Corona area of Riverside County ("CITY PROJECT"); and

B. WHEREAS, CITY has determined that it requires construction services to place the slurry seal on Serfas Club Dr., Frontage Rd., and Paseo Grande as shown in Exhibit A and that a slurry seal will be applied that consists of the application of a mixture of water, asphalt emulsion, aggregate, and chemical additives to an existing asphalt concrete pavement surface; and

C. WHEREAS, COUNTY is fully qualified to administer the work that includes traffic control, rout and seal of

random cracks, replacement of any pavement markings, including cross walks, striping and raised pavement markers; and

D. WHEREAS, COUNTY has slurry seal improvement projects within the jurisdictional boundaries of COUNTY, which slurry seal improvement projects are sometimes hereinafter referred to collectively as "COUNTY PROJECT".

E. WHEREAS, CITY will benefit from the cost savings associated with a larger improvement project, and CITY desires to work with the COUNTY to construct the CITY PROJECT, together with the COUNTY PROJECT since COUNTY has extensive experience in the development and implementation of similar type projects.

F. WHEREAS, COUNTY will therefore provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT as part of the COUNTY PROJECT.

G. WHEREAS, COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed.

#### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as follows:

#### **SECTION 1 • COUNTY AGREES to:**

1. Act as the lead agency on behalf of the CITY for the overall implementation of the CITY PROJECT. The COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of the CITY PROJECT. Nothing in this Agreement is intended to commit the COUNTY to provide replacement funding for or to continue with the CITY PROJECT, if funds are not available.
2. Furnish CITY with detailed Plans, Specifications & Estimate (PS&E) documents for the CITY PROJECT. Final plans for improvements are prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not begin construction within CITY until CITY has approved the CITY PROJECT portion of the PS&E documents, which approval shall not be unreasonably withheld.
3. Direct COUNTY's contractor to identify any existing surface utility facilities within the limits of the CITY PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.

4. Direct COUNTY's contractor to make written application to CITY for an encroachment permit authorizing entry into CITY right of way for the purposes of constructing COUNTY PROJECT and CITY PROJECT.
5. Advertise, award, and administer a public works contract for the construction of the COUNTY PROJECT and the CITY PROJECT in accordance with all applicable federal, state and local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, and California Public Contract Code, and in accordance with the encroachment permits issued by CITY.
6. Furnish a representative to perform the function of Resident Engineer during construction of CITY PROJECT.
7. Furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
8. Construct the CITY PROJECT in accordance with approved PS&E documents.
9. Submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount for CITY PROJECT improvements to CITY for review and approval prior to final authorization by COUNTY. If any contract change order causes the construction contract to change by less than 10% of the bid amount for CITY PROJECT, COUNTY is authorized by CITY approval of this Agreement to move forward with such change.
10. Furnish CITY a final reconciliation of CITY PROJECT expenses within ninety (90) days following the completion and acceptance of the COUNTY PROJECT and CITY PROJECT construction contract. If final costs associated with the CITY PROJECT are in excess of the Deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY PROJECT are less than the Deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.
11. Provide CITY one complete set of reproducible as-built plans and all contract documents including

calculations, estimates, and other documents produced as part of this Agreement within ninety (90) days after completion and acceptance of the CITY PROJECT.

**SECTION 2 • CITY AGREES to:**

1. Fund one hundred percent (100%) of the cost of the CITY PROJECT, as shown in Exhibit “B”. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit “B”, CITY will pay such costs pursuant to Subsection 9 and Subsection 10 of Section 1.
2. Deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, One Hundred Sixty-Seven Thousand Three Hundred Ninety-nine Dollars and Eighty-eight Cents (\$167,399.88) (the “Deposit”), which represents one hundred percent (100%) of the estimated costs to complete construction including construction administration, inspection and materials testing and contingency for CITY PROJECT, as provided in Exhibit “B”.
3. Prepare and approve California Environmental Quality Act (CEQA) clearance for the CITY PROJECT. COUNTY will prepare and approve CEQA clearance for the COUNTY PROJECT.
4. Issue, at no cost to COUNTY or its contractor, upon proper application by COUNTY or COUNTY’s contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction, including traffic control, construction survey, inspection and materials testing for the COUNTY PROJECT and CITY PROJECT.
5. Provide at no cost to the COUNTY, oversight of the CITY PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY PROJECT.
6. Provide at no cost to COUNTY, a representative to coordinate and assist the COUNTY Resident Engineer during the construction of the CITY PROJECT and to verify facilities are constructed as required by this Agreement.
7. Pay COUNTY for any final costs associated with the CITY PROJECT that are in excess of the Deposit as determined pursuant to Subsection 10 of Section 1.

**SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

1. If upon opening of bids for construction of the CITY PROJECT the bids indicate a cost overrun of no more

than ten percent (10%) of the construction cost estimate will occur, as described in Exhibit "B", COUNTY may award the contract.

2. If upon opening of bids for construction of the CITY PROJECT the bids indicate a cost overrun exceeding ten percent (10%) of the construction cost estimate will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after fourteen (14) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent. COUNTY shall reimburse CITY the full amount of the Deposit within forty-five (45) days of termination.
3. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of CITY PROJECT, or shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the CITY PROJECT, if funds are no longer available. In the event that adequate funds are not available to move forward or to complete CITY PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for CITY PROJECT.
4. The total cost to CITY to complete construction, including construction administration, inspection and materials testing and a ten percent (10%) contingency for CITY PROJECT is estimated to be , One Hundred Sixty-Seven Thousand Three Hundred Ninety-nine Dollars and Eighty-eight Cents (\$167,399.88) as detailed in Exhibit "B".
5. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's Deposit as required in Section 2.
6. Construction by COUNTY of improvements for CITY PROJECT shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
7. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the slurry seal improvements, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a

policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.

8. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.

9. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT within CITY right of way except as specified in this Agreement or future agreements.

10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.

11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

12. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

13. In the event that CITY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate

this Agreement upon ninety (90) days written notice to CITY.

14. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to the CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY PROJECT.

15. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each PARTY to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The PARTIES further agree that the electronic signatures of the PARTIES included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the PARTY using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

16. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

COUNTY:	CITY:
Riverside County Transportation Department	City of Corona
Attn: Mark Lancaster	Attn: Savat Khamphou
Director of Transportation	Public Works Director
4080 Lemon Street, 8th Floor	400 S. Vicentia Ave
Riverside, CA 92501	Corona, CA 92882
Phone: (951) 955-6740	Phone: (951) 279-3604

**APPROVALS**

**COUNTY Approvals**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

By \_\_\_\_\_

DANIELLE MALAND

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_

JEFF HEWITT

Chair, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_

KECIA R. HARPER

Clerk of the Board (SEAL)

**CITY OF CORONA Approvals**

APPROVED BY:

\_\_\_\_\_

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

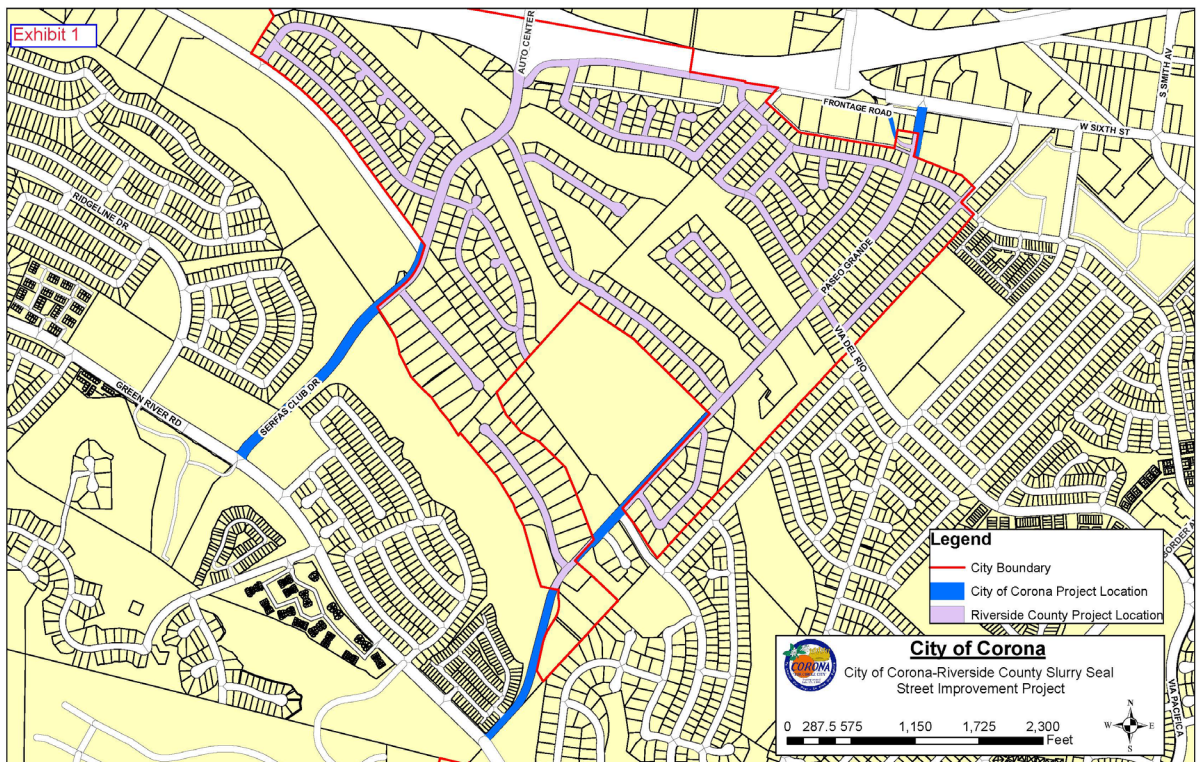
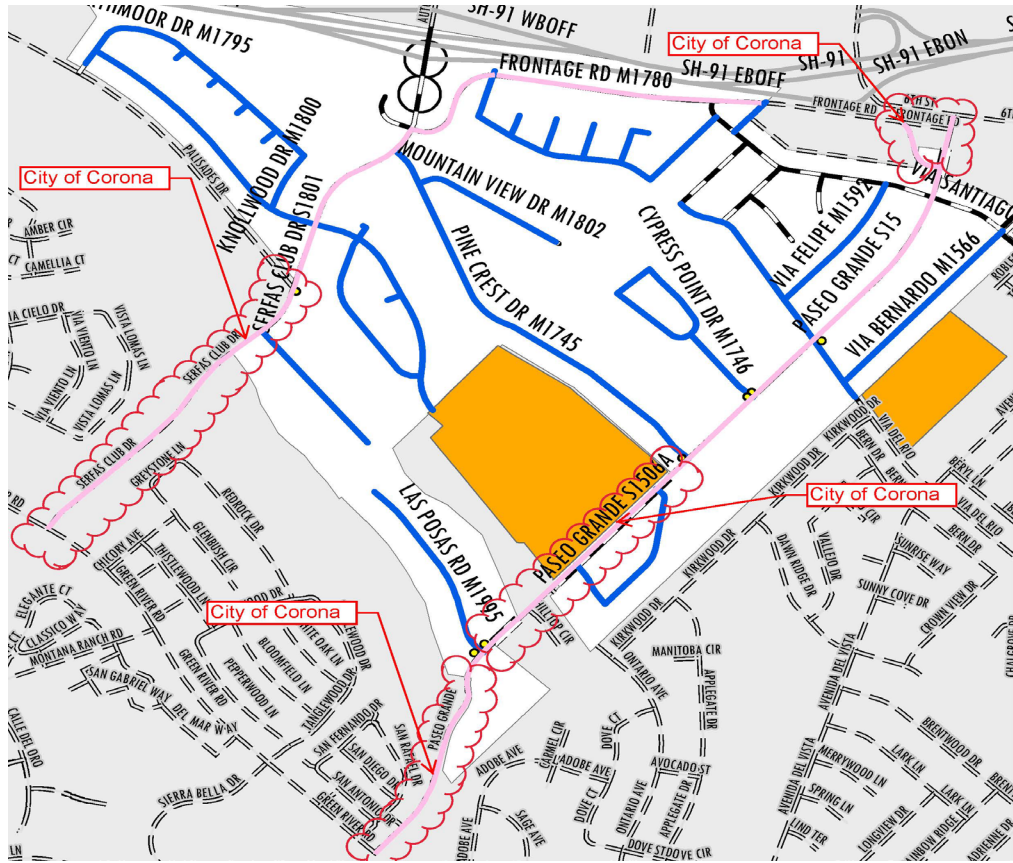
ATTEST:

\_\_\_\_\_

City Clerk

EXHIBIT A

VICINITY/CITY PROJECT MAP



**EXHIBIT B**

**CITY PROJECT BUDGET**

**COST ESTIMATE:**

<b>TASK</b>	<b>COST</b>
Construction	\$133,399.88
Contingency (10%)	\$14,000.00
Administration, Inspection & Testing (15%)	\$20,000.00
<b>TOTAL COST</b>	<b>\$167,399.88</b>



Staff Report

---

**File #:** 22-0941

---

**REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members  
Honorable President and Board Members

**FROM:** Utilities Department

**SUBJECT:**  
Purchase of pipeline cell in River Road Bridge from Western Municipal Water District.

**EXECUTIVE SUMMARY:**

This staff report asks Council to approve an agreement between Western Municipal Water District (WMWD) and the City of Corona for the purchase of a 20-inch pipeline cell in the River Road Bridge in the amount of \$580,000. This pipeline allows the City to continue with the construction of the reclaimed water pipeline from the Western Riverside County Regional Wastewater Authority (WRCRWA) to the City of Corona.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council approve an Agreement By and Between the City of Corona and Western Municipal Water District for the Sale of a 20-Inch Water Pipeline in the River Road Bridge for the Beneficial Use of Recycled Water from the Western Riverside County Regional Wastewater Authority.
- b. City Council authorize a one-time payment of \$580,000 to Western Municipal Water District.
- c. City Council authorize an appropriation of an expenditure and an offsetting revenue in the amount of \$145,000 from the Water Utility Grant/Agreement Fund 571 to the Title XVI funded WRCRWA Reclaimed Waterline Project #69710571 and authorize an appropriation of \$435,000 from the Reclaimed Water Utility Fund 567 to the WRCRWA Reclaimed Waterline Project #69710567.

- d. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

**BACKGROUND & HISTORY:**

On September 7, 2022, the City Council approved a construction contract with Ferreira Coastal Construction Company for the construction of the Western Riverside County Regional Wastewater Authority (WRCRWA) Reclaimed Waterline, which will bring reclaimed water from the WRCRWA wastewater plant into the City of Corona's reclaimed water distribution system. The alignment for this pipeline crosses the Santa Ana River at the River Road Bridge. The City does not currently own a pipeline cell in the bridge.

Western Municipal Water District (WMWD) owns three 20-inch water pipelines in the River Road Bridge. They are currently unused and WMWD agreed to sell one of the pipelines to the City to allow for the planned alignment of the reclaimed waterline. Staff has been working diligently with WMWD for several months to complete the pipeline acquisition as the final step in the process to complete the overall project.

**ANALYSIS:**

The WMWD Board of Directors approved the attached Agreement By and Between the City of Corona and WMWD for the Sale of a 20-Inch Water Pipeline in the River Road Bridge for the Beneficial Use of Recycled Water from the Western Riverside County Regional Wastewater Authority (Agreement) at the Board of Directors meeting on November 16, 2022. The Agreement transfers ownership of the pipeline to the City for a one-time payment of \$580,000 from the City to WMWD. This purchase allows the City to construct the reclaimed water pipeline using the proposed alignment through the bridge. WMWD determined the price based on the original cost of construction plus inflation. The City believes this price to be fair and reasonable.

**FINANCIAL IMPACT:**

Approval of the recommended actions will result in an appropriation of an expenditure and an offsetting revenue in the amount of \$145,000 from the Water Utility Grant/Agreement Fund 571 to the Title XVI funded WRCRWA Reclaimed Waterline Project #69710571 and an appropriation of \$435,000 from the Reclaimed Water Utility Fund 567 to the WRCRWA Reclaimed Waterline Project #69710567. There is sufficient working capital for the recommended actions.

**ENVIRONMENTAL ANALYSIS:**

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

**PREPARED BY:** KATIE HOCKETT, ASSISTANT DIRECTOR OF UTILITIES

**REVIEWED BY:** TOM MOODY, DIRECTOR OF UTILITIES

**Attachments:**

1. Exhibit 1 - Agreement

**AGREEMENT BY AND BETWEEN THE CITY OF CORONA AND WESTERN  
MUNICIPAL WATER DISTRICT FOR THE SALE OF A 20-INCH WATER  
PIPELINE IN THE RIVER ROAD BRIDGE FOR THE BENEFICIAL USE OF  
RECYCLED WATER FROM THE WESTERN RIVERSIDE COUNTY  
REGIONAL WASTEWATER AUTHORITY**

This Agreement dated December 7, 2022, is entered into by and between the City of Corona, a municipal corporation (hereinafter “Corona”) and Western Municipal Water District of Riverside County, a municipal water district (hereinafter “Western”), sometimes individually or collectively referred to herein as “Party” or “Parties”, respectively.

**RECITALS**

WHEREAS, Western Riverside County Regional Wastewater Authority (hereinafter “Authority”) was formed as a Joint Powers Authority in 1992 to construct and operate a regional wastewater conveyance, treatment and disposal system to serve its member agencies: the City of Corona, the City of Norco, Home Gardens Sanitary District, Jurupa Community Services District, and Western.

WHEREAS, Western, through a 2008 Cooperative Agreement with the County of Riverside, constructed and owns three 20-inch water pipelines within the River Road Bridge.

WHEREAS, the Authority currently discharges into Orange County Water District’s canal off of the Santa Ana River.

WHEREAS, in 2018, the Authority received Change of Use Petition WW0067 from the California State Water Resources Control Board authorizing the Authority and its member agencies to use all its recycled water for beneficial use.

WHEREAS, as described in Corona’s 2018 Recycled Water Master Plan (and prior planning documents), Corona has planned and constructed a robust recycled water system. Corona plans to continue to expand its recycled water program.

WHEREAS, Corona, as a member agency of the Authority, has access to additional recycled water supplies, and wishes to buy one of Western’s 20-inch pipelines in River Road Bridge, identified as Pipeline No. 5 as described in Exhibit “A” attached hereto and incorporated herein by reference (“Pipeline”) to connect to its existing recycled water system.

WHEREAS, Western, as a member agency of the Authority, has access to additional water supplies, however, does not have an existing recycled water system and has no plans to develop one.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, WHICH ARE INCORPORATED HEREIN, AND THE FOLLOWING PROVISIONS, THE PARTIES AGREE AS FOLLOWS:**

1. Western hereby sells to Corona and Corona hereby buys from Western, the Pipeline for the total price of Five Hundred Eighty Thousand Dollars (\$580,000), which amount shall be due and payable to Western in full prior to Corona taking possession of the Pipeline ("Transfer Date"). Said compensation shall be deemed full compensation for the value of the Pipeline.

2. Western is transferring its interests in the Pipeline "AS IS" and make no warranties of any kind as to the Pipeline, including any warranties as to (1) the condition or suitability of the Pipeline for Corona's use; or (2) Corona's right to use the Pipeline.

3. Western shall be responsible for any liability to the extent arising from Western's ownership, use or operation of the Pipeline prior to the Transfer Date. Corona shall be responsible for any liability to the extent arising from Corona's ownership, use or operation of the Pipeline following the Transfer Date. Each Party shall indemnify, defend and hold harmless the other Party, and its respective officials, officers, employees and agents with respect to the obligations set forth in this paragraph.

4. Corona acknowledges that the sale of the Pipeline is "AS IS" and agrees to waive and release Western from any claims related to Corona's use of the Pipeline known or unknown. Corona expressly agrees that all rights under Section 1542 of the California Civil Code and any similar law are hereby expressly waived.

5. Upon the Transfer Date, Corona shall be deemed to be the sole owner of the Pipeline and may thereafter use the Pipeline or remove it and relocate it or dispose of it in any manner determined by Corona in its sole and absolute discretion. From and after the Transfer Date, Western will have no further obligations with respect to the Pipeline. Upon request of Corona, Western shall execute a deed, bill of sale or other document acceptable to Corona evidencing Western's transfer of ownership of the Pipeline to Corona.

6. This Agreement shall be interpreted in accordance with the laws of the State of California.

7. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

8. Each Party represents that they are fully authorized to execute, deliver, and perform this Agreement.

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

10. This Agreement shall be effective as of the date of the last signature below.

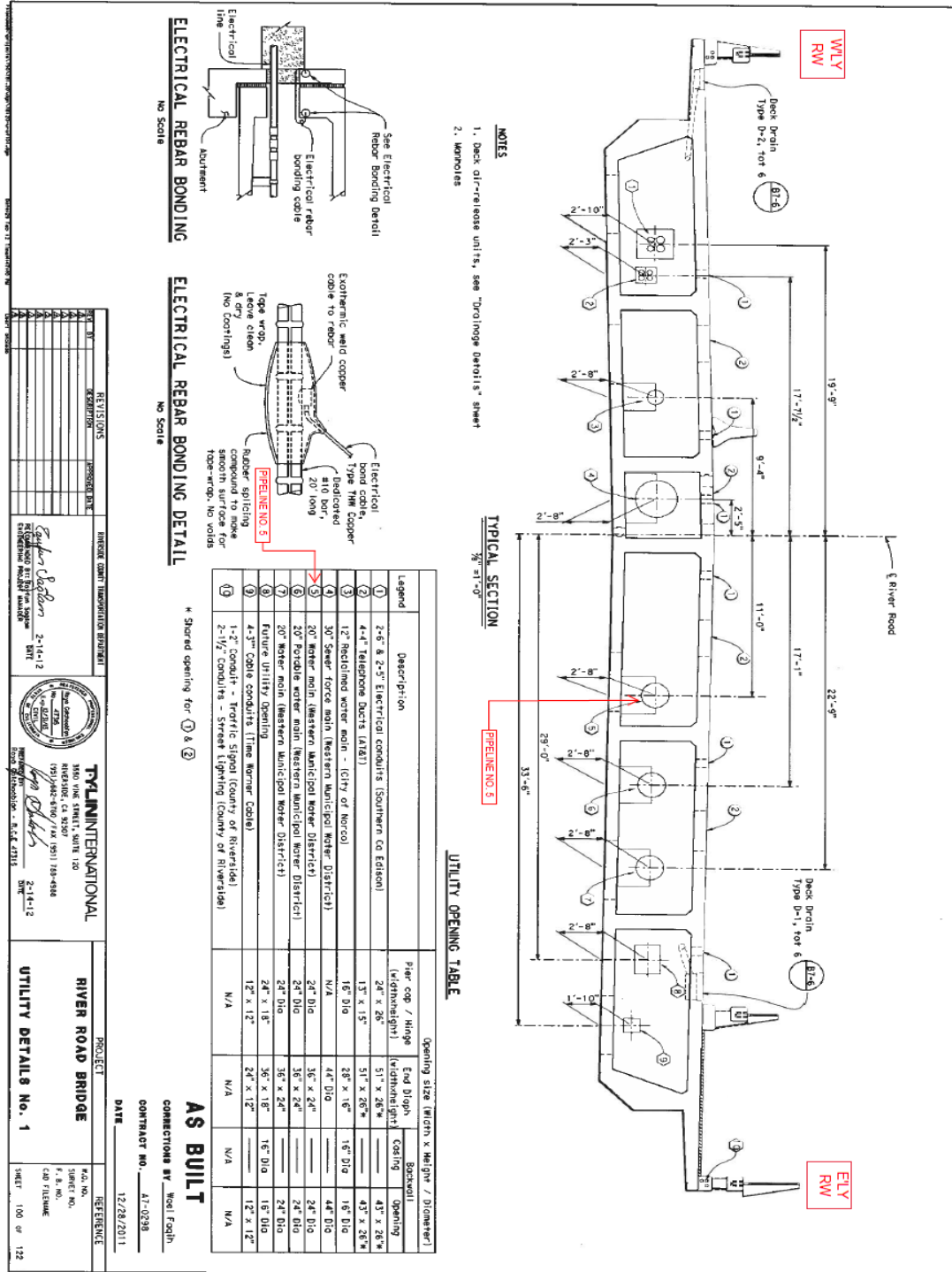
By: \_\_\_\_\_  
Craig D. Miller, General Manager  
Western Municipal Water District

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

By: \_\_\_\_\_  
Tom Moody, Director of Utilities  
City of Corona Utilities Department

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

## EXHIBIT "A" DESCRIPTION OF PIPELINE





## Staff Report

---

**File #:** 22-0942

---

### **REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/7/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** City Manager's Office

**SUBJECT:**

Interfund Loan Agreement - City of Corona General Fund 110 to LMD 84-2 Zone 19 Fund 468.

#### **EXECUTIVE SUMMARY:**

This staff report asks the City Council to consider approving an Interfund Loan Agreement from City of Corona General Fund 110 to Landscape Maintenance District (LMD) 84-2 Zone 19 Fund 468 in the maximum amount of \$166,548 to help pay for the maintenance of landscaping and facilities. This LMD is currently operating at a deficit in FY 2023, and expenditures are currently outpacing revenues. This loan will help fund landscape services for the current fiscal year while a long-term funding solution is identified.

#### **RECOMMENDED ACTION:**

**That the City Council** approve the Interfund Loan Agreement for the City of Corona General Fund 110 to LMD 84-2 Zone 19 Fund 468 in the amount of \$166,548.

#### **BACKGROUND & HISTORY:**

Zone 19 of Landscape Maintenance District No. 84-2 ("LMD 84-2" or "Zone 19") was established in 1986 under the Landscaping and Lighting Act of 1972 for the purpose of providing landscape maintenance and operating services within the Zone 19 boundaries.

Zone 19 is made up of approximately 36.78 acres dispersed throughout South Corona and includes 3,692 benefit units. An annual assessment of \$126.00 is levied on each benefit unit to pay for services to maintain the landscaping within the public right-of-way throughout Zone 19, including all necessary operations, administration, capital improvements, and maintenance required to keep the improvements in satisfactory working condition. This levy was first assessed in 1987, and it has remained the same since 2002. The levy amount cannot be raised without a Prop 218 ballot measure, which requires that a majority of the property owners within Zone 19 vote to approve the increase. As a result, the cost of Zone 19's services are currently being paid for at 2022 prices, but the money to pay for it is collected at 2002 rates, resulting in a funding deficit.

**ANALYSIS:**

As mentioned above, the annual levy in Zone 19 has not increased since July 1, 2002, and the zone is currently operating at a deficit. This deficit is due to increases in labor and maintenance costs that have occurred throughout the past 20 years, and costs are continuing to grow with new state regulations on weed treatments, mandated use of electric power equipment, and potential drought restrictions and conservation requirements. The LMD 84-2 Fund ended Fiscal Year 2022 with a negative fund balance of \$66,548, and this amount is projected to increase by an additional \$90,000 by the end of Fiscal Year 2023 (based on Fiscal Year 2022 year-end actuals). In addition to operating at a deficit, the zone also has significant areas of landscaping that are missing plants and trees, and there are no funds available to replace these missing items.

At the Fall Policy Workshop on September 28, 2022, staff presented an update to the City Council on the financial status of Zone 19 and the current and future challenges within the zone. Following discussion, the City Council directed staff to prepare an interfund loan agreement to maintain current service level standards in Zone 19 for the short term, and to begin community outreach for a Prop 218 election to increase the annual levy in Zone 19 to ensure it is sustainably funded in the long term.

Council's direction on the interfund loan was for a maximum amount of \$100,000 to cover the Fiscal Year 2023 deficit. In addition, staff is requesting an additional amount of \$66,548 to cover the existing negative fund balance for Fiscal Year 2022, for a total maximum loan amount of \$166,548. The loan will be provided by the General Fund 110 at an interest rate equivalent to the annualized Local Agency Investment Fund (LAIF) quarterly apportionment rates for the fiscal year, but no greater than 3.0% per annum, and will be repaid on an annual basis over a 10-year period using available revenues in the LMD 84-2 Fund. If available revenues are not sufficient to pay the annual payment, any unpaid balance will be carried forward to the next due date.

Staff is currently developing an outreach plan to educate residents about the financial challenges in Zone 19 and the need to increase the annual levy. Initial outreach will begin in January 2023 to identify residents' desired level of service for the zone. Staff will return to the City Council in March 2023 to present the findings of this outreach and seek direction on initiating proceedings for a proposed Prop 218 election to increase the levy within Zone 19. If the Council votes to proceed with an election, ballots will be mailed to each property owner in Zone 19 in May/June and tabulated in July. The election requires a majority vote of the property owners to pass, and the new assessment amount would be placed on the County tax roll in August 2023 and factored into the revenue projections for the Fiscal Year 2024 budget.

**FINANCIAL IMPACT:**

The financial impact of this action is a maximum loan amount of \$166,548 from the General Fund 110 to the LMD 84-2 Fund 468. The loan will carry an interest rate equivalent to the annualized Local Agency Investment Fund (LAIF) quarterly apportionment rates, but no greater than 3.0% per annum, and will be repaid over a 10-year period using available funds in LMD 84-2 Zone 19 Fund 468.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Statute and Guidelines, which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with the 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 approve an Interfund Loan Agreement for LMD 84-2 Zone 19, and there is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is needed.

**PREPARED BY:** DONNA FINCH, ASSISTANT TO THE CITY MANAGER

**REVIEWED BY:** JACOB ELLIS, CITY MANAGER

**Attachment:**

1. Exhibit 1 - Interfund Loan Agreement
2. Exhibit 2 - Zone 19 map
3. Exhibit 3 - Presentation

**INTERFUND LOAN AND REPAYMENT AGREEMENT**

**(City of Corona General Fund 110 to LMD 84-2 Zone 19 Fund 468)**

**by the**

**CITY OF CORONA**

**with reference to its**

**GENERAL FUND**

**and**

**LMD 84-2 Zone 19**

## INTERFUND LOAN AND REPAYMENT AGREEMENT

### 1. PARTIES AND DATE.

This Interfund Loan and Repayment Agreement ("**Agreement**") is made as of December 7, 2022, by the City of Corona, a general law city and California municipal corporation organized under the constitution and laws of the State of California ("**City**"), with reference to its General Fund 110 ("**General Fund**") and its LMD 84-2 Zone 19 Fund 468 ("**LMD 84-2 Fund**").

### 2. RECITALS.

2.1 LMD 84-2 Fund. The City's LMD 84-2 Fund consists of funds collected by the City from the City's Landscape Maintenance District No. 84-2, Zone 19, which is an assessment district formed to pay for the installation, construction, and maintenance of public landscaping and appurtenant facilities in South Corona. The LMD 84-2 Fund is currently operating at a deficit. The LMD 84-2 Fund ended Fiscal Year 2022 with a negative fund balance and is projected to have a negative fund balance at the end of Fiscal Year 2023.

2.2 Assessment Increase Proceedings. On September 28, 2022, the City Council directed City staff to commence proceedings to authorize an increase in the assessments levied within Landscape Maintenance District No. 84-2, Zone 19 to provide sufficient funding for the continued maintenance of landscaping and appurtenant facilities in South Corona. The assessment increase proceedings may take six (6) months or longer to complete.

2.3 Interfund Loan. In order to provide sufficient funding for the continued maintenance of landscaping and appurtenant facilities within Landscape Maintenance District No. 84-2, Zone 19 at current service levels through FY 23, the City desires to authorize a loan from the General Fund (Fund 110) in an amount not to exceed \$166,548 to the LMD 84-2 Fund with repayments from the LMD 84-2 Fund to be made to the General Fund pursuant to the terms of this Agreement.

### 3. TERMS.

3.1 Defined Terms. In addition to the usage of certain words, terms or phrases that are defined elsewhere in this Agreement, the following words, terms and phrases are used in this Agreement, as follows, unless the particular context of usage of a word, term or phrase requires another interpretation:

3.1.1 "Due Date" means the first day of July in each fiscal year, commencing in 2024, and ending 2032.

3.1.2 "Available Revenues" means all levies and interest revenue allocated to the LMD 84-2 Fund, less all of the following: (i) payment of debt service or other amounts relating to any outstanding bonds, notes, installment payment agreements, or other forms of indebtedness to which the LMD 84-2 Fund is pledged, whether existing as of the Effective Date or issued after the Effective Date; (ii) satisfaction of all obligations of the LMD 84-2 Fund under existing agreements (exclusive of this Agreement); and (iii) any other obligations of the LMD 84-2

Fund, incurred, established or agreed to prior to the Effective Date or to which this Agreement is subordinated by the terms of this Agreement or by separate written agreement or consent by the City.

3.1.3 "Effective Date" means the date on which this Agreement is approved by the City Council of the City.

3.1.4 "Interest Rate" means annualized Local Agency Investment Fund (LAIF) quarterly apportionment rates for the fiscal year but in no case greater than three percent (3.0%) per annum.

3.1.5 "FY 22 Loan Amount" means a total maximum amount of Sixty-Six Thousand Five Hundred Forty Eight Dollars (\$66,548).

3.1.6 "FY 23 Loan Amount" means a total maximum amount of One Hundred Thousand Dollars (\$100,000).

3.1.7 "Loan Amount" means the combined total of the FY 22 Loan Amount and the FY 23 Loan Amount.

3.1.8 "Maturity Date" means the tenth (10<sup>th</sup>) anniversary of the Effective Date.

3.1.9 "Person" means any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

3.2 Interfund Loan Authorization. The General Fund agrees to provide the Loan Amount to the LMD 84-2 Fund for the sole purpose of installing, constructing, operating, and maintaining landscaping and appurtenant facilities authorized by the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code. On or after the Effective Date, the FY22 Loan Amount will be transferred from the General Fund to the LMD 84-2 Fund. On or before July 1, 2023, an amount equal to the negative fund balance in the LMD 84-2 Fund at the end of Fiscal Year 2023, but not to exceed the FY 23 Loan Amount, will be transferred from the General Fund to the LMD 84-2 Fund. The Loan Amount shall commence to accrue simple interest at the Interest Rate per annum, from the date of transfer until paid.

3.3 Interfund Loan Repayment. The LMD 84-2 Fund shall repay the General Fund from Available Revenues the Loan Amount, together with all accrued and unpaid interest thereon, on or before each Due Date in annual installments ("Annual Payment") in accordance with the repayment schedule attached hereto as **Exhibit "A"** and incorporated herein by this reference. The Annual Payment shall be made by the LMD 84-2 Fund solely from Available Revenues on a basis subordinate to all other bonds, notes, installment payments, and other evidences of indebtedness of the LMD 84-2 Fund whether now existing or entered into after the Effective Date. If Available Revenues are not sufficient to pay the Annual Payment, any unpaid balance (whether principal or interest) shall be carried forward to the succeeding Due Date, without default.

3.4 No Separate Instrument. The obligation of the LMD 84-2 Fund to repay the Loan Amount and all accrued and unpaid interest thereon shall be evidenced solely by this Agreement and shall not require any separate instrument to perfect the lien on Available Revenues of the LMD 84-2 Fund.

3.5 Application of Payments. Each Annual Payment shall be credited in the following order: (i) interest payable under this Agreement, and (ii) outstanding principal of the Loan Amount.

3.6 Interest. Any Annual Payment that is not paid on or before the next Due Date shall bear interest at the Interest Rate until paid.

3.7 Usury. This Agreement is expressly limited, so that in no event or contingency, whether because of the advancement of the proceeds or otherwise, shall the amount paid or agreed to be paid to the General Fund for the use, forbearance, or retention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable law. If, under any circumstances, fulfillment of any provision of this Agreement, after timely performance of such provision is due, shall involve exceeding the limit of validity prescribed by law that a court of competent jurisdiction deems applicable, then, ipso facto, the obligations to be fulfilled shall be reduced to the maximum limit of such validity. If, under any circumstances, the General Fund shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to reduce the unpaid principal balance under this Agreement, and not to pay interest, or, if such excessive interest exceeds the unpaid principal balance under this Agreement, such excess shall be refunded to the LMD 84-2 Fund.

3.8 Obligations at Maturity. Any amounts of principal or interest becoming due under this Agreement that are not repaid by the LMD 84-2 Fund to the General Fund, on or before the Maturity Date, pursuant to the terms of this Agreement, shall be due and payable within ninety (90) days following the Maturity Date.

3.9 Early Payoff. The LMD 84-2 Fund may pay off the Loan Amount any time before the Maturity Date without penalty.

3.10 Not a Pledge of LMD 84-2 Fund Revenues. Notwithstanding any other provision of this Agreement, the LMD 84-2 Fund's obligations under this Agreement do not constitute a formal pledge of Available Revenues or any other revenues of the LMD 84-2 Fund. The LMD 84-2 Fund's repayment obligations under this Agreement shall be a special, limited fund obligation of the LMD 84-2 Fund, payable solely from Available Revenues as described herein. The LMD 84-2 Fund's obligations under this Agreement are subject and subordinate to payment of debt service or other amounts relating to any outstanding bonds, notes, installment payments, or other evidences of indebtedness, to which the LMD 84-2 Fund is pledged and that were issued before or after the Effective Date, satisfaction of all obligations of the LMD 84-2 Fund under existing agreements of the City (exclusive of this Agreement) and any other obligations of the LMD 84-2 Fund, incurred, established or agreed to prior to the Effective Date or to which this Agreement is subordinated by the terms of this Agreement or by separate agreement. The LMD 84-2 Fund's obligations regarding repayment under this Agreement shall be automatically junior and subordinate to any bonded indebtedness to which the LMD 84-2 Fund is pledged after the Effective Date, without further notice or action.

### 3.11 General Provisions.

3.11.1 Incorporation of Recitals. The recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

3.11.2 Calculation of Time Periods. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive calendar years. Any reference to business days in this Agreement shall mean and refer to business days of the City.

3.11.3 Amendment. No amendment or modification of this Agreement shall be effective, unless it is made in writing by the City, following approval by the City Council of the City.

3.11.4 Severability. If any provision of this Agreement as applied to any Person or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision regarding another Person or under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

3.11.5 Construction. Unless otherwise indicated, all article and section references are to the articles and sections of this Agreement. The headings used in this Agreement are provided for convenience of reference only and this Agreement shall be interpreted without reference to any headings. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. If the date on which any action is required to be taken under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. The use of the word "or" in this Agreement shall also include the word "and." The use of the word "including" in this Agreement shall be interpreted as though followed by the phrase "without limitation."

3.11.6 Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, without application of conflicts of laws principals.

3.11.7 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the City.

3.11.8 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

3.11.9 Entire Agreement. This Agreement constitutes the entire understanding and agreement regarding the subjects addressed in this Agreement. This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all previous agreements with respect to the subjects addressed in this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE TO  
INTER-FUND LOAN AND REPAYMENT AGREEMENT  
(City of Corona General Fund 110 to LMD 84-2 Zone 19 Fund 468)**

IN WITNESS WHEREOF, the City on behalf of the General Fund and LMD 84-2 Fund executes this Agreement to evidence the obligations of each such fund under the terms and conditions of this Agreement.

**CITY OF CORONA**

By: \_\_\_\_\_  
Wes Speake  
Mayor

ATTEST:

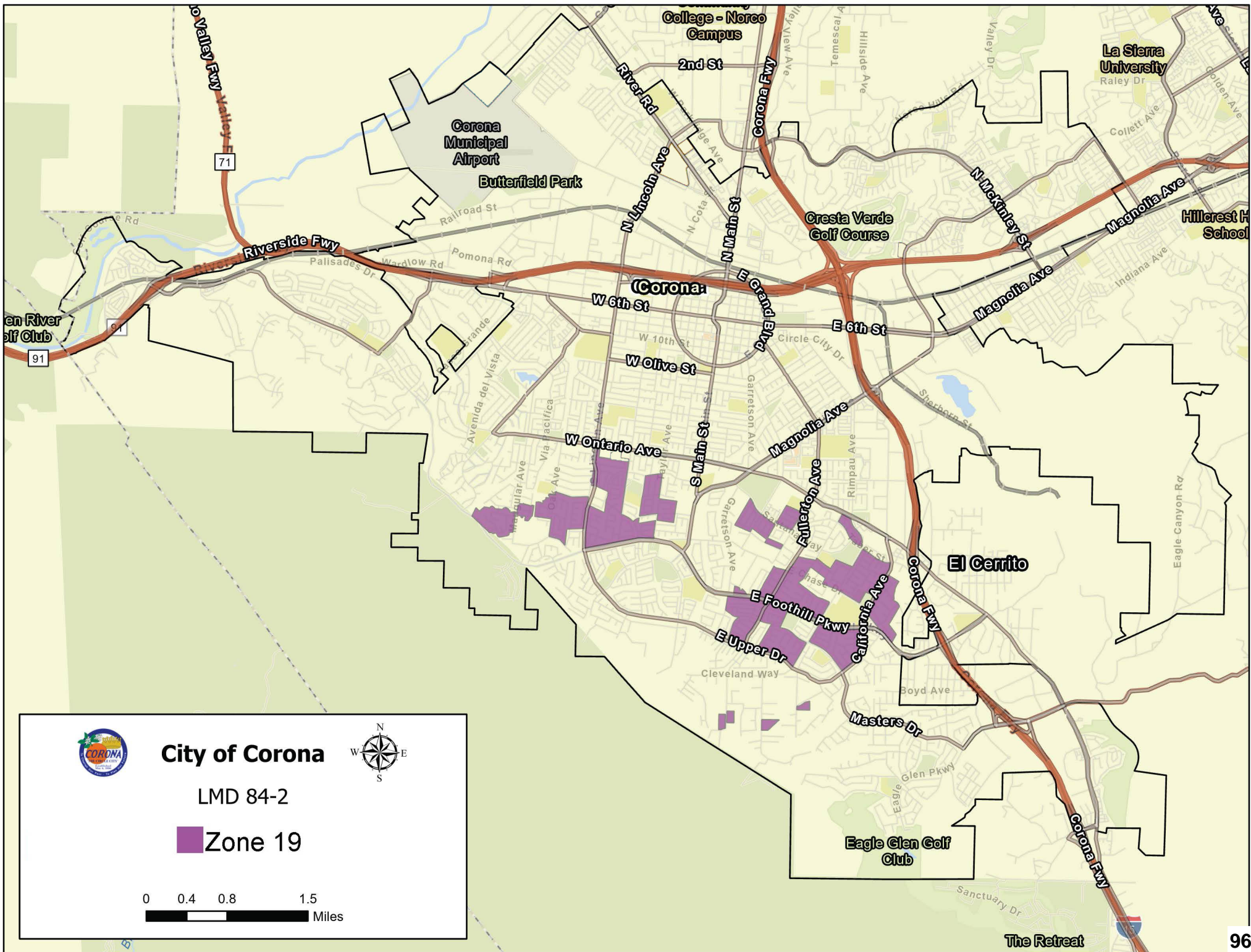
By: \_\_\_\_\_  
Sylvia Edwards  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dean Derleth  
City Attorney

**EXHIBIT “A”  
REPAYMENT SCHEDULE**

<b><u>Date</u></b>	<b><u>Amount</u></b>
July 1, 2024	\$18,505
July 1, 2025	\$18,505
July 1, 2026	\$18,505
July 1, 2027	\$18,505
July 1, 2028	\$18,505
July 1, 2029	\$18,505
July 1, 2030	\$18,506
July 1, 2031	\$18,506
July 1, 2032	\$18,506





# INTERFUND LOAN FOR LMD 84-2 ZONE 19

---



**Donna Finch**

Assistant to the City Manager

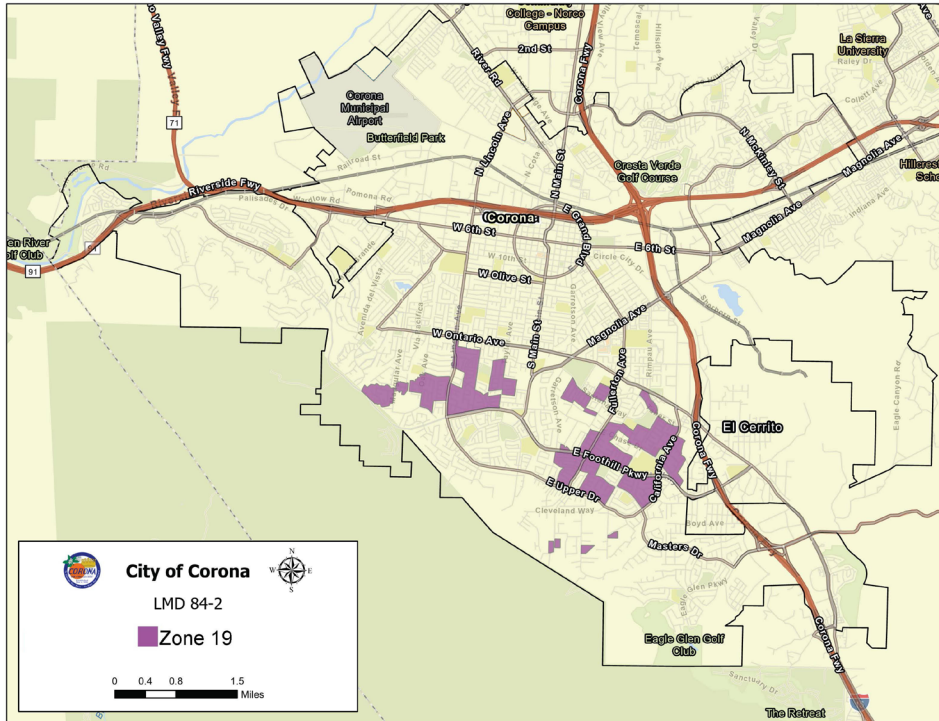
**DECEMBER 7, 2022**



# The Ask

That the City Council approve an Interfund Loan Agreement for the City of Corona General Fund 110 to LMD 84-2 Zone 19 Fund 468 in the amount of \$166,548.

# LMD 84-2 – Zone 19



- ▶ Established in 1986
- ▶ Provides landscape maintenance and operating services within Zone 19 boundaries
- ▶ Includes 36.78 acres and 3,692 benefit units
- ▶ Annual assessment of \$126.00 levied on each benefit unit to pay for landscaping services
- ▶ Levy has not increased since XX
- ▶ Prop 218 ballot measure required to increase levy

# Challenges

- ▶ LMD operating at a deficit due to ongoing increases in labor and maintenance costs
- ▶ New regulations on weed abatement, mandated use of electrical equipment, and drought restrictions
- ▶ Significant areas of missing landscaping with no funds to replace it



Zone	Acres	Benefit Units (BU)	Max Levy per BU	FY22 Total Revenues	FY22 Total Costs	Deficit	FY22 Capital Reserve	FY22 Operating Reserve
19	36.78	3,692	\$126.00	\$466,151	\$555,102	(\$88,951)	\$0	(\$66,548)

# Interfund Loan Agreement

**\$166,548**

**Current Fund Balance  
(-\$66,548)**

**+**

**Estimated Need for FY23  
up to \$100,000\***

- ▶ Loan from General Fund to maintain current service level standards in the short term
- ▶ Interest rate equivalent to Local Agency Investment Fund (LAIF), but no greater than 3.0%
- ▶ Loan repaid annually over a 10-year period using available revenue in LMD 84-2 Fund 468
- ▶ If revenue is not available, any unpaid balance will be carried forward to the next due date

*\*Estimate based on FY22 Budget Actuals of \$88,951*

# Next Steps

- **Begin outreach in Zone 19 to determine residents' desired level of service**
- **Present outreach findings to City Council and seek direction on a Prop 218 election to increase levy**
- **Ballots mailed to property owners in May/June and tabulated in July**
- **Assessments placed on County tax rolls in August 2023 and factored into FY24 budget**

# Questions?

---



**951-826-2419**



**Donna.Finch@CoronaCA.gov**



**www.CoronaCA.gov**



Staff Report

---

**File #:** 22-0947

---

**REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members  
Honorable President and Board Members

**FROM:** Public Works Department & Utilities Department

**SUBJECT:**

Amendment No. 1 to the Reimbursement Agreement between the City of Corona and the Orange County Flood Control District for the construction of the Alcoa Dike Project.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to approve Amendment No. 1 to the Reimbursement Agreement with the Orange County Flood Control District (District) for the construction of the Alcoa Dike Project and authorize payment of \$400,000, and up to \$3 million per the approved project budget, for non-compensable work related to the Alcoa Dike project. The Alcoa Dike project will construct an earthen dike to protect properties along the southeast corner of Rincon Street and Smith Avenue from the potential effects of inundation and flooding due to the increased volume and elevation of the water behind the Prado Dam. The Army Corps of Engineers is the lead agency on this project in partnership with the District.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council approve Amendment No. 1 to the Reimbursement Agreement with the Orange County Flood Control District for the construction of the Alcoa Dike.
- b. City Council authorize the City Manager, or his designee, to execute Amendment No. 1 to the Reimbursement Agreement with the Orange County Flood Control District, and, as necessary, subsequent amendments.
- c. City Council authorize a payment of \$400,000, and up to \$3 million per the approved project budget, to the District for non-compensable work as identified in Exhibit B of the Agreement.

- d. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**BACKGROUND & HISTORY:**

On August 15, 2018, the City Council approved a Reimbursement Agreement between the City of Corona (City) and the Orange County Flood Control District (District) for the construction of the Alcoa Dike Project (Project), which detailed the responsibilities for each agency and the compensable and non-compensable work within the City as it relates to the Project. The District has a Project Cooperation Agreement with the U.S. Army Corps of Engineers (Corps) to construct an earthen dike roughly 7,500 feet in length with a height of over 34 feet to protect properties along the southeast corner of Rincon Street and Smith Avenue from the potential effects of inundation and flooding due to the increased volume and elevation of the water behind the Prado Dam. The Corps is the lead agency for both design and construction of the Project and the District would be responsible for maintenance of the facility. The Project began construction in December 2021 and is projected to be complete by the end of 2024.

**ANALYSIS:**

The City has various facilities, including utilities and roadways within the Project limits. All City facilities with vested, prior property rights are determined as compensable works by the Corps, and costs associated with these works will be borne by the District. All costs associated with the work of City facilities without prior property rights as determined by the Corps will be borne by the City. The details of both compensable and non-compensable work are shown in Exhibit B of the Agreement.

The project is adjacent to the Santa Ana River Trail. To improve safety for bicyclists and pedestrians at the new roadway facilities, City staff has collaborated with the District, Corps, and Southern California Edison (SCE) over the past several months to modify the proposed improvements and widen two intersections at Rincon Street and Butterfield Connector, and Butterfield Drive and Butterfield Connector, to provide an additional buffer between vehicles and pedestrians/bicyclists. According to Exhibit B of the Agreement, all work along Rincon Street is compensable, and all work along Butterfield Connector is non-compensable because it is a new road facility. The extra work requested by the City in Amendment No. 1 is classified as "betterment" because it is Change Order work to the original bid documents; therefore, the City and District are amending the Agreement to identify the work as part of non-compensable work. As such, the District is requesting an initial deposit of \$400,000 for the non-compensable work requested by the City. This is an estimate of the projected cost for the current change order work. The District will provide the actual cost for this work and other non-compensable work to the City when those costs become available.

Staff has budgeted up to \$3 million for the Project for non-compensable items and is requesting authorization to pay the District the initial deposit of \$400,000, and up to \$3 million per the approved project budget. Actual costs with supporting documentation will be provided by the Corps and District to the City for both compensable and non-compensable items that will be reviewed and approved by the District, Corps, and City.

City staff has been working diligently with District, Corps, and SCE to provide safe city facilities and

minimize impacts to the other stakeholders and agencies. Staff recommends approval of Amendment No. 1 to ensure a safe facility along these city facilities that can be modified and constructed as part of the ongoing construction rather than have the improvements be performed after project completion.

**FINANCIAL IMPACT:**

With the approval of the recommended actions, funding for the payment to the District is available in the following account:

Account Name	Fund	Amount
Butterfield Drive Road Relocation CIP (72620)	227	\$400,000

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is to approve Amendment No. 1 to the Reimbursement Agreement for the construction of the Alcoa Dike Project. There is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** KENNY NGUYEN, CIP MANAGER

**REVIEWED BY:** SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR & TOM MOODY, DIRECTOR OF UTILITIES

**Attachments:**

1. Exhibit 1 - Amendment No. 1 to the Reimbursement Agreement MA-080-18011290
2. Exhibit 2 - Reimbursement Agreement MA-080-18011290

## Amendment No.1 to Reimbursement Agreement

This Amendment No. 1 to the Reimbursement Agreement MA 080-18011290-1 ("**Amendment**") is entered into as of \_\_\_\_\_, 202\_, by and between

The ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "**DISTRICT**,"

And

The CITY OF CORONA, a municipal corporation, hereinafter referred to as "**CITY**,"

which are sometimes individually referred to as a "**PARTY**," or collectively to as "**PARTIES**."

Whereas, the Parties previously entered into that Reimbursement Agreement for the Santa Ana River Mainstem ("**Project**") dated as of August 14, 2018 ("**Agreement**"), wherein the PARTIES committed to implementing work to protect, relocate or abandon certain utilities and roadways (jointly "**Facilities**") as needed to accommodate construction of the Alcoa Dike ("**Dike**") feature for the Project.

Whereas, the Parties desire to amend the Agreement to reflect the definition of non-compensable utility work being used by the U.S. Army Corps of Engineers ("**Corps**"); and to substitute the attached **Exhibit B** to this Amendment in place of the original Exhibit B (City of Corona Impacted Facilities), as set forth herein.

**NOW, THEREFORE**, in consideration of the above, the Parties agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms contained herein shall have the same meanings as given to them in the Agreement.
2. Change to Recital H in the Agreement. Recital H to the Agreement is hereby deleted in its entirety, and is replaced with the following:

*"H. The PARTIES further acknowledge UTILITY WORK on FACILITIES (i) located within CORPS/DISTRICT PROPERTY without the CITY having prior property right, title or interest as determined by the CORPS; or (ii) on property upon which the CITY has prior property right, title or interest, but which is considered by the CORPS to be a betterment; are deemed to be "non-compensable" ("**NON-COMPENSABLE UTILITY WORK**"), and the costs associated therewith shall not be borne by DISTRICT as they are the responsibility of CITY; and"*

3. Change to Exhibit B (City of Corona Impacted Facilities) to Agreement. The original Exhibit B (City of Corona Impacted Facilities) attached to the Agreement is hereby deleted in its entirety and is replaced by the attached Exhibit B to this Amendment.
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Amendment and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF) or by other electronic means constitutes effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. This Amendment may be executed by the Parties by way of an electronic signatures, in which case, said electronic signatures shall have the same force and effect as a written signature.
5. No Other Changes; Ratification. Except as expressly set forth in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect, and the Agreement, as amended, is hereby ratified by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first hereinabove written.

**CITY OF CORONA,**  
a municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

**Attest:**

**APPROVED AS TO FORM  
CITY ATTORNEY  
CORONA, CALIFORNIA**

By: \_\_\_\_\_  
City Clerk                      Date

By: \_\_\_\_\_  
City Attorney                      Date

**ORANGE COUNTY FLOOD  
CONTROL DISTRICT,**  
a body corporate and politic

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director of OC Public Work or designee  
Pursuant to Minute Order 8/14/2018(#15)

**APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA**

By: \_\_\_\_\_  
Deputy                      Date

**Exhibit B**

City of Corona Impacted Facilities



EXHIBIT B

**ALCOA DIKE PROJECT**

CITY OF CORONA IMPACTED FACILITIES

CORONA, CALIFORNIA

ID	*EXISTING FACILITY	LOCATION	PROPOSED ACTION	Preliminary Opinion	
				Compensable	Not Compensable
2	Non-potable well and pneumatic tank	Crossing Dike Corps	Abandon		X
3	8-inch ACP water line	Crossing Dike Butterfield	Relocation		X
4	12-inch PVC reclaimed water line	Crossing Dike Butterfield	Abandon		X
6	24-inch D.I. Class 100 effluent line	Crossing Dike Butterfield	PIP		X
12	24-inch steel percolation pond effluent line	Crossing Dike Butterfield	Abandon		X
13	16-inch steel percolation pond effluent line	Crossing Dike Corps	Abandon		X
18	18-inch VCP sewer line	Crossing Dike City R/W	PIP	X	
22	12-inch CML-TW water line	Crossing Dike City R/W	PIP	X	
31	8-inch sewer line	Crossing Dike Auburndale	PIP		X
5	24-inch steel effluent line to Airport	Butterfield	Abandon		X
9	60" x 12" RCP storm drain drainage ditch	Butterfield/Smith	Relocation		X
11	8-inch VCP sewer line (manhole)	Butterfield	Relocation		X
15	12-inch concrete irrigation pipe	Rincon	Abandon		X
16	36-inch effluent pipe	Rincon	Abandon		X
17	24" x 40" storm drain line	Rincon	Relocation	X	
19	12-inch VCP sewer line	Rincon	Relocation	X	
20	12-inch PVC water line	Rincon	Relocation	X	
21	18-inch sewer line	Rincon	PIP	X	
24	18-inch VCP sewer line	Rincon	PIP	X	
28	10-inch PVC water line	Rincon	PIP	X	
30	42-inch storm drain line	Auburndale	Relocation	X	
	Auburndale Street			X	
	Rincon Street			X	
	Butterfield Road				X

ID	PROPOSED FACILITY	LOCATION	PROPOSED ACTION	Preliminary Opinion	
				Compensable	Not Compensable
31	Rincon Street Left Turn Pocket	Rincon			X
32	Rincon Street/Butterfield Connector safety light	Rincon/ Butterfield Connector			X
33	Rincon Street/Butterfield Connector expanded turning radius	Rincon/ Butterfield Connector			X
34	18-inch RCP storm drain line and Catch Basin	Rincon/ Butterfield Connector	Relocation		X
35	Butterfield Drive/Butterfield Connector expanded turning radius	Butterfield Drive/ Butterfield Connector			X
36	Butterfield Drive/Butterfield Connector safety light	Butterfield Drive/ Butterfield Connector			X

**NOTE: All assessments are preliminary in nature and are subject to change based upon additional information.**

**ORANGE COUNTY BOARD OF SUPERVISORS**  
**Acting as the Orange County Flood Control District**  
**MINUTE ORDER**  
**August 14, 2018**

Submitting Agency/Department: OC PUBLIC WORKS

Approve reimbursement agreement MA-080-18011290 with City of Corona for coordination of activities and payments associated with Alcoa Dike features, Prado Dam Project; approve cooperative agreement MA-080-18012118 to acquire property required for the Prado Dam Project in exchange for a Conservation Easement conveyance to City of Corona; authorize Director or designee to perform related actions, execute related documents and amendments under certain conditions; and consider application of prior Final Supplemental Impact Statement/Environmental Impact Report No. 583 and other findings - All Districts

***The following is action taken by the Board of Supervisors:***

APPROVED AS RECOMMENDED ☒ OTHER ☐

**Unanimous** ☒ (1) DO: Y (2) STEEL: Y (3) SPITZER: Y (4) NELSON: Y (5) BARTLETT: Y

*Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; B.O.=Board Order*

**Documents accompanying this matter:**

- ☐ Resolution(s)
- ☐ Ordinances(s)
- ☒ Contract(s)

Item No. 15

Special Notes:

Copies sent to: OCPW / ASR Coordinator Team  
OCPW / Catherine Lapid  
OCPW / Eric Swint

8/15/18



I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Board of Supervisors, Acting as the Orange County Flood Control District, Orange County, State of California.  
Robin Stieler, Clerk of the Board

By: \_\_\_\_\_  
Deputy

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("**AGREEMENT**") is made this 14 day of August, 2018 ("**EFFECTIVE DATE**"), by and between the City of Corona ("**CITY**"), a municipal corporation, and the Orange County Flood Control District ("**DISTRICT**"), a body corporate and politic in the State of California. CITY and DISTRICT are at times referred to herein individually as a "**PARTY**" and collectively as the "**PARTIES**."

### RECITALS

A. Pursuant to that certain Water Resources Development Act of 1985, PL 99-662, enacted on November 17, 1986, the Secretary of the Army through the U.S. Army Corps of Engineers ("**CORPS**") and non-federal interested parties authorized the construction of certain flood control improvements on the Santa Ana River, California, which includes as a component, improvements to the Prado Dam and Basin and construction of the Prado Dam Separable Element of the Santa Ana River Mainstem Project ("**PROJECT**"); and

B. DISTRICT and the CORPS entered into a Project Cooperation Agreement ("**PCA**") dated February 11, 2003 and a Second Modification to the Local Cooperation Agreement dated February 24, 2003 for the construction of the PROJECT. In accordance with the PCA, DISTRICT serves as the Local Sponsor, responsible for performing necessary relocations and acquisitions of property rights for the PROJECT; the CORPS is the Federal Sponsor responsible for the preparation of plans, specifications, and estimates and construction administration for the PROJECT; and

C. The CORPS has raised the height of Prado Dam and made other improvements and modifications to related facilities that allow more water to be captured behind the dam, subsequently increasing the flooding elevation in areas behind the dam; and

D. The CORPS has determined, as part of the PROJECT, to construct an earthen dike roughly 7,500 feet in length with a height of over 34 feet referred to as the Alcoa Dike Feature ("**DIKE**") upon certain lands as shown on Exhibit A, (Location Map) which are predominantly owned by the CORPS ("**FEDERAL PROPERTY**") or DISTRICT ("**DISTRICT PROPERTY**") FEDERAL PROPERTY and DISTRICT PROPERTY are sometimes hereafter collectively referred to "**CORPS/DISTRICT PROPERTY**"; and

E. The DIKE is designed to protect private properties along the southeast corner of Rincon Street and Smith Avenue from potential effects of inundation and flooding due to the increased volume and elevation of the water behind the Prado Dam as a result of the PROJECT; and

F. CITY has various facilities including utilities and roadways (jointly "**FACILITIES**"), within the planned limits of the DIKE feature construction which require protection, relocation, or abandonment ("**UTILITY WORK**"); and

G. The PARTIES agree for those FACILITIES located on, over, upon or within CORPS/DISTRICT PROPERTY where CITY has vested, prior property right, title or interest CITY has a "*compensable*" interest as determined by the CORPS, and the performance of such UTILITY WORK ("**COMPENSABLE UTILITY WORK**"), and costs associated therewith shall be ultimately borne by DISTRICT as the Local Sponsor in accordance with the PCA; and

H. The PARTIES further acknowledge for those FACILITIES within CORPS/DISTRICT PROPERTY without the CITY having prior property right, title or interest the CITY's interests therein are "non-compensable" as determined by the CORPS, and the performance of such UTILITY WORK ("**NON-COMPENSABLE UTILITY WORK**"), and the costs associated therewith shall not be borne by DISTRICT as they are the responsibility of CITY; and

I. The PARTIES desire to enter into this AGREEMENT to set forth the terms to collaborate and complete all required UTILITY WORK timely to meet the CORPS' PROJECT schedule and to make payments and otherwise reimburse each other based upon whether such work and efforts concern a compensable or non-compensable interest (i.e. COMPENSABLE UTILITY WORK or NON-COMPENSABLE UTILITY WORK) and that PARTY's responsibility therefor as reflected on Exhibit B, (City of Corona Impacted Facilities) attached hereto; and

### AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises and agreements, CITY and DISTRICT agree as follows:

1. Incorporation of Recitals. The PARTIES agree that the Recitals constitute the factual basis upon which CITY and DISTRICT have entered into this AGREEMENT. CITY and DISTRICT each agree that the Recitals are accurate. The Recitals are fully incorporated herein by this reference.

2. PARTY Representative.

a) DISTRICT's OC Public Works Director, or an authorized designee, hereinafter referred to as "**DIRECTOR**," shall be DISTRICT's representative in all matters pertaining to this AGREEMENT.

b) CITY designates the CITY Manager, or any subsequently authorized designee to represent CITY in all matters pertaining to this AGREEMENT.

c) The DIRECTOR and CITY Manager hereinafter may collectively be referred to as the "**PARTIES REPRESENTATIVES**."

3. CITY's Responsibilities.

CITY shall:

a) Review plans, specifications and estimates ("**PS&E**") for UTILITY WORK in coordination with the DISTRICT in a timely manner to meet PROJECT deadlines.

b) Require that their contracts with A/E contractor(s) to perform UTILITY WORK include terms that the CITY's contractor indemnify and hold DISTRICT and the CORPS harmless, unless otherwise agreed upon in writing by the PARTIES REPRESENTATIVES.

c) Obtain DIRECTOR's prior written approval of PS&E, construction contracts, change orders, right-of-way acquisitions and related permits for UTILITY WORK performed by the CITY unless otherwise agreed upon in writing by the DIRECTOR.

d) Prior to issuance of a Notice to Proceed for performance of UTILITY WORK or performance of any UTILITY WORK on behalf of CITY, require CITY's contractors to obtain and maintain insurance coverage which names the DISTRICT, County of Orange and CORPS as additional insured, with evidence of such coverage to the DIRECTOR's satisfaction, unless otherwise agreed upon in writing by the DIRECTOR.

e) Require UTILITY WORK performed on CITY's behalf to comply with approved PS&E and all legal, regulatory state and federal requirements.

f) Ensure work that CITY authorizes or permits pursuant to this AGREEMENT will not sever DISTRICT or CORPS' access to flood protection features or facilities to perform routine and emergency work on CORPS/DISTRICT PROPERTY.

g) Cooperate with DISTRICT to phase implementation of UTILITY WORK to minimize disruptions to the public, avoid redundancies among the PARTIES and maximize efficiencies in furtherance of the PROJECT.

h) Assign a qualified inspector to continuously monitor, review and oversee UTILITY WORK performed by DISTRICT or DISTRICT contractors to ensure that work is performed in a good and competent manner and in compliance with all City design standards and applicable federal, state and local rules and regulations, standards, policies, practices and guidelines.

i) Maintain, keep and provide detailed and accurate financial records of all CITY's costs associated with completing COMPENSABLE UTILITY WORK performed by CITY or CITY contractors to be used as a basis for reimbursement by DISTRICT.

j) Send DISTRICT periodic accountings, at least on a quarterly basis, of CITY's costs incurred to perform COMPENSABLE UTILITY WORK previously approved by the DIRECTOR in writing. Accounting shall be provided per utility and/or feature with reference to its corresponding facility identification number as shown on Exhibit B and include documents substantiating charges. DISTRICT shall make payments upon thirty (30) days of receipt of written request for payment with a supporting account statement.

k) Provide the DIRECTOR upon request reports, inspection records, or documents, including right-of-way maps and legal descriptions needed to support UTILITY WORK.

l) Coordinate with DISTRICT and obtain the DIRECTOR's prior written concurrence to any property interest or right transaction in the PROJECT limits; including but not limited to, proposed new easements, right of entry, temporary construction easements or amendments to existing easements, license or use agreements.

m) Be responsible for and pay all costs and expenses associated with NON-COMPENSABLE UTILITY WORK as indicated on Exhibit B; including but not limited to, cost for DISTRICT's review, design, construction, change orders, and all permits as necessary in accordance with the terms of this AGREEMENT.

n) Within thirty (30) days of an acceptable written invoice, pay and/or reimburse DISTRICT for all NON-COMPENSABLE UTILITY WORK performed by DISTRICT and/or CORPS. Costs include but are not limited to plan review, design, construction, change orders, and obtaining all permits as necessary. Construction costs shall be the lowest responsive and responsible bid as determined by CORPS.

o) Require that any and all labor and materials bonds and performance bonds required to be supplied by the CITY's contractor include DISTRICT as a named obligee on said bonds; and do not release any such bond held by the CITY until DIRECTOR has approved in writing that the related COMPENSABLE UTILITY WORK has been completed in accordance with approved PS&E.

p) Upon completion of any UTILITY WORK by the CITY provide DISTRICT with as-built plans for such work.

#### 4. DISTRICT's Responsibilities.

DISTRICT shall:

a) Review PS&E for UTILITY WORK in coordination with the CITY in a timely manner to meet PROJECT deadlines.

b) Require that their contracts with A/E contractor(s) to perform UTILITY WORK include terms that the DISTRICT's contractor indemnify and hold CITY harmless, unless otherwise agreed upon in writing by the PARTIES REPRESENTATIVES.

c) Be responsible for and pay all costs and expenses associated with COMPENSABLE UTILITY WORK. Costs include, but are not limited to CITY's plan review, design, construction, change orders, right of way acquisitions and obtaining all permits as necessary in accordance with the terms of this AGREEMENT.

d) Within thirty (30) days of an acceptable written invoice, reimburse CITY's cost incurred for all COMPENSABLE UTILITY WORK performed by CITY. Costs include, but are not limited to plan review, design, construction, change orders, and obtaining all permits as necessary. Construction costs shall be the lowest responsive and responsible bid as determined by CITY.

e) Require that any and all labor and materials bonds and performance bonds required to be supplied by the DISTRICT's contractor include CITY as a named obligee on said bonds; and do not release any such bond held by the DISTRICT until the CITY Manager has approved in writing that the related NON-COMPENSABLE UTILITY WORK has been completed in accordance with approved PS&E.

f) Obtain CITY Manager's prior written approval of PS&E, construction contracts, change orders, right-of-way acquisitions and related permits for UTILITY WORK to be completed by DISTRICT/CORPS.

g) Maintain, keep and provide detailed and accurate financial records of all DISTRICT'S costs associated with completing NON-COMPENSABLE UTILITY WORK performed by DISTRICT or DISTRICT contractors to be used as a basis for reimbursement by CITY.

h) Send CITY periodic accountings, at least on a quarterly basis, of DISTRICT's costs incurred on NON-COMPENSABLE UTILITY WORK. Accounting shall be provided per utility and/or feature with reference to its corresponding facility identification number as shown on Exhibit B and include documents substantiating charges. CITY shall make payments upon thirty (30) days of receipt of written request for payment and supporting account statement.

i) Provide the CITY Manager upon request reports, inspection records, or documents, including right-of-way maps and legal descriptions needed to support UTILITY WORK.

j) Require UTILITY WORK performed on CORPS/DISTRICT's behalf to comply with approved PS&E, CITY design standards, and all applicable legal, regulatory state and federal requirements.

k) Prior to issuance of a Notice to Proceed to perform UTILITY WORK or to perform work on any of CITY'S FACILITIES, require its contractors to obtain and maintain insurance coverage which names the CITY as additional insured, with evidence of such coverage to the CITY Manager's satisfaction unless otherwise agreed upon in writing by the CITY Manager.

l) Cooperate with the CITY to phase implementation of UTILITY WORK to minimize disruptions to the public, maintain access to the Corona Municipal Airport and Butterfield Park, avoid redundancies among the PARTIES and maximize efficiencies in furtherance of the PROJECT.

m) Assign a qualified inspector to provide quality control oversight of UTILITY WORK performed by the CITY and who will inform the CITY's resident engineer assigned to such work of any DISTRICT noted deviations from approved PS&E.

n) Provide to the CITY not less than fourteen (14) days advance notice prior to UTILITY WORK construction to allow CITY time to schedule inspection oversight of work performed on CITY utilities and facilities as required in Section 3.h).

o) Upon completion of any UTILITY WORK by the CORPS/DISTRICT provide CITY with as-built plans for such work.

p) With respect to any concurrence required to be obtained from DISTRICT, including, but not limited to, concurrence related to property interests or property right transactions provided for in Section 3.c) above, make diligent efforts to review and provide concurrence or requested revisions within twenty-one (21) calendar days of CITY'S request.

5. Term. This AGREEMENT shall remain in full force and effect through satisfaction of the PARTIES' obligations set forth herein, or until the CORPS' PROJECT is completed, whichever is later; provided, however, that the obligations described in Section 12 (Indemnification) shall continue to apply in perpetuity to all causes of action or other claims in law or equity that result out of the PARTIES actions pursuant to this AGREEMENT, performance of the PROJECT and/or UTILITY WORK contemplated herein. This AGREEMENT may be extended upon mutual written agreement by the DIRECTOR and CITY Manager. If PARTIES execute this AGREEMENT on different dates, the later date shall control for purposes of establishing the commencement date of this AGREEMENT.

6. Remedies Upon Default. An event of default shall be deemed to exist upon the occurrence of all three of the following:

a) Either CITY or DISTRICT has, without legal justification, breached any one or more of its obligations under this AGREEMENT; and

b) The non-defaulting PARTY has sent written notice to the defaulting PARTY specifying the default and what actions the non-defaulting PARTY asserts should be taken to immediately remedy the alleged default; and

c) The defaulting PARTY has not, within ten (10) days following receipt of the written notice described above, either corrected the default or taken actions, reasonably satisfactory to the non-defaulting PARTY, to remedy the default within a reasonable period of time, but in no event longer than thirty (30) days after receipt of the written notice described above.

Following an event of default, the non-defaulting PARTY may exercise any and all remedies available to it pursuant to this AGREEMENT, or at law or in equity, including, without limitation, instituting an action for damages, injunctive relief, or specific performance.

7. Hazardous Material. Each PARTY shall promptly report to the other PARTY and the PARTY REPRESENTATIVES in writing reporting any spills, fires, revocation of permits, receipts of notices of violation, reports, or other incidents involving any hazardous or toxic substance, material, or waste as defined by statute, ordinance, case law, governmental regulation or other provision of the law or which is or shall become regulated by any governmental entity or agency ("**HAZARDOUS MATERIALS**") which is, or becomes, located upon, within or under the PROJECT limits (including in the soil and/or in the groundwater within the area) due to operations, including, but not limited to: (i) all required reports of spills, storage, use or existence of HAZARDOUS MATERIALS, including notices of any release of HAZARDOUS MATERIALS required by Superfund, EPCRA, California Health & Safety Code Section 25359.7, or any other applicable law or regulation; (ii) all spills and other releases of HAZARDOUS MATERIALS; (iii) all fires; (iv) all notices of suspension or revocation of any permits, (v) all notices of violation from Federal, state or local authorities; (vi) all orders under the Hazardous Waste Control Act and the Hazardous Substance and Account Act, and the corresponding Federal statutes concerning investigations, compliance schedules, cleanup or other remedial action; (vii) all orders under the Porter-Cologne Act, including corrective action orders, cease and desist orders, or cleanup and abatement orders; (viii) all notices of violation from OSHA or Cal-OSHA concerning employees' exposure to HAZARDOUS MATERIALS; and (ix) all complaints and other pleadings filed related to the use, storage, disposal or release of HAZARDOUS MATERIALS on or from any of the FACILITIES.

8. Non-waiver of Rights or Remedies. The failure of a PARTY to exercise any one or more of its rights or remedies under this AGREEMENT shall not constitute a waiver of that PARTY's right to enforce that right or seek that remedy in the future. No course of conduct or act of forbearance on any one or more occasions by any PARTY to this AGREEMENT shall preclude that PARTY from asserting any right or remedy available to it in the future. No course of conduct or act of forbearance on any one or more occasions shall be deemed to be an implied modification of the terms of this AGREEMENT.

9. Assignability. This document may not be assigned by either PARTY without the express written consent of the other PARTY, which consent shall not be unreasonably withheld or delayed. Any attempted assignment of this AGREEMENT not in compliance with the terms of this AGREEMENT shall be null and void and shall confer no rights or benefits upon the assignee.

10. Complete Agreement/No Oral Modifications. This AGREEMENT constitutes the complete statement of the terms and conditions of this AGREEMENT and understanding between the CITY and DISTRICT and it supersedes all other prior or contemporaneous written or oral agreements, representations or understandings pertaining to the subject matter of this AGREEMENT. This AGREEMENT may be modified, but only by written amendment signed by both CITY and DISTRICT.

11. Binding Upon Successors. This AGREEMENT and each of its terms shall be binding upon CITY, DISTRICT and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

12. Indemnification. CITY acknowledges the CORPS/DISTRICT PROPERTY may be subject to all hazards associated with flood conditions. As to CITY's activities under this agreement within or about the CORPS/DISTRICT PROPERTY, CITY agrees to assume all risks, financial or otherwise, associated with such flood conditions.

To the fullest extent permitted by law, CITY shall defend (at CITY's sole cost and expense with legal counsel reasonably acceptable to DISTRICT), indemnify, protect, and hold harmless DISTRICT, the County of Orange and the CORPS, their elected and appointed officials, officers, employees, agents, and those special districts and agencies which DISTRICT's Board of Supervisors acts as the governing Board (collectively and individually the "**DISTRICT INDEMNIFIED PARTIES**"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, tortious, contractual, condemnation, inverse condemnation, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "**CLAIMS**"), including but not limited to CLAIMS arising from injuries to or death of persons (CITY's officers, directors, employees, contractors, invitees and agents included), for damage to property or from any violation of any federal, state, or local law or ordinance, alleged to be proximately caused by the negligent acts, omissions or willful misconduct of CITY, or any of the CITY INDEMNIFIED PARTIES, as defined below, and their invitees in connection with or arising out of UTILITY WORK as contemplated herein, or the CITY's breach of this AGREEMENT.

To the fullest extent permitted by law, DISTRICT shall defend (at DISTRICT's sole cost and expense with legal counsel reasonably acceptable to CITY), indemnify, protect, and hold harmless CITY, and its elected and appointed officials, officers, employees and agents (collectively and individually the "**CITY INDEMNIFIED PARTIES**"), from and against any and all CLAIMS, including but not limited to CLAIMS arising from injuries to or death of persons (DISTRICT's officers, directors, employees, and agents included), from property damage or from any violation of any federal, state, or local law or ordinance, alleged to be proximately caused by the negligent acts, omissions, or willful misconduct of DISTRICT or any of the DISTRICT INDEMNIFIED PARTIES, as defined above, and their invitees in connection with or arising out of the of UTILITY WORK as contemplated herein, or DISTRICT's breach of this AGREEMENT.

Provided, however, that neither PARTY shall have an obligation to defend, indemnify and hold harmless the other PARTY if the CLAIMS and suits brought against that PARTY are the result of the sole negligence, actions or omissions of that PARTY.

If judgment is entered against CITY and DISTRICT by a court of competent jurisdiction because of the concurrent active negligence of CITY and DISTRICT, the PARTIES agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

13. Attorneys' Fees. In the event that any legal or equitable action or proceeding, including arbitration, is commenced by either CITY or the DISTRICT against the other to enforce or interpret this AGREEMENT, each Party shall bear its own attorneys' fees, litigation and

collection expenses, witness fees, court costs, filing fees, service fees, deposition costs, and arbitration costs; unless specifically authorized by statute.

14. Jurisdiction and Venue. This AGREEMENT is executed and is to be performed in the City of Corona, Riverside County, California, and any action or proceeding brought relative to this AGREEMENT shall be heard in the appropriate court in the County of Riverside, California. CITY and DISTRICT each consent to the personal jurisdiction of the court in any such action or proceeding.

15. Time is of the Essence. Except as otherwise expressly stated, time is of the essence in the performance of every act required pursuant to this AGREEMENT.

16. Covenant of Further Assurances. CITY and DISTRICT shall take all other actions and execute all other documents, which are reasonably necessary to effectuate this AGREEMENT.

17. Interpretation. CITY and DISTRICT agree that this AGREEMENT is the product of mutual negotiations and is an arms-length transaction. Each PARTY has negotiated this AGREEMENT with the advice and assistance of legal counsel of its own choosing.

It is further agreed that this document is a product of mutual drafting efforts by both the CITY and DISTRICT and, accordingly, the rule that ambiguities in a document shall be construed against the drafter of the document shall have no application to this AGREEMENT. In construing and interpreting this AGREEMENT, the finder of fact shall give effect to the mutual intention of the CITY and DISTRICT, notwithstanding such ambiguity, and may refer to the facts and circumstances under which this AGREEMENT is made and such other extraneous evidence as may assist the finder of fact in ascertaining the intent of the CITY and DISTRICT.

18. Severability. If any term or provision of this AGREEMENT is found to be invalid or unenforceable, CITY and DISTRICT both agree that they would have executed this AGREEMENT notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the AGREEMENT and the remainder of the AGREEMENT may be enforced in its entirety.

19. Headings. The headings of each Section are for the purpose of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

20. Representations and Authority. Each individual party signing this AGREEMENT on behalf of a PARTY hereby represents and warrants to the other PARTY that all necessary legal prerequisites to that party's execution of this AGREEMENT have been satisfied and that he or she has been authorized to sign this AGREEMENT and bind the PARTY on whose behalf he or she signs.

21. Notices. Notices required under this AGREEMENT shall be sent to the following:

If to CITY:                      Vernon R. Weisman, P.E.  
    Public Works Department  
    City of Corona  
    400 S. Vicentia Avenue, Ste. 215  
    Corona, CA 92882  
    Facsimile No. (\_\_\_\_) \_\_\_\_\_

If to DISTRICT: Shane L. Silsby  
 Director, OC Public Works  
 County of Orange  
 P. O. Box 4048  
 Santa Ana, CA 92702-4048  
 Facsimile No. (714) 967-0876

Notices given pursuant to this AGREEMENT shall be deemed received as follows:

- a) United States Mail: Five (5) days after deposit into the United States Mail, first class postage prepaid.
- b) Facsimile: Upon transmission and actual receipt by the receiving party.
- c) Express courier service or hand delivery: On date of receipt by receiving party.

The addresses for notices set forth in this Section 20 may be changed upon written notice of such change to either CITY or DISTRICT, as appropriate.

21. Days. Unless otherwise specified to the contrary, "days" in this AGREEMENT shall mean calendar days, and shall not mean business days.

22. Execution in Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this AGREEMENT, the PARTIES may execute and exchange by telephone facsimile counterparts of the signature pages.

23. Exhibits: This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto:

- a) Exhibit A Location Map
- b) Exhibit B City of Corona Impacted Facilities

IN WITNESS WHEREOF, each PARTY hereto has executed this AGREEMENT by its duly authorized representatives as of the date set forth below.

**CITY OF CORONA,**  
a municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

**ATTEST**

**APPROVED AS TO FORM**  
**CITY ATTORNEY**  
**CORONA, CALIFORNIA**

By: \_\_\_\_\_  
City Clerk Date

By: \_\_\_\_\_  
City Attorney Date

**ORANGE COUNTY FLOOD CONTROL DISTRICT,**  
a body corporate and politic in the State  
of California


Date: 8/14/18

By:   
Chairman, Board of Supervisors

**SIGNED AND CERTIFIED THAT A**  
**COPY OF THIS DOCUMENT HAS**  
**BEEN DELIVERED TO THE CHAIRMAN**  
**OF THE BOARD**

**ATTEST**



By:   
ROBIN STIELER  
Clerk of the Board of Supervisors of  
the Orange County Flood Control District,  
Orange County, California

**APPROVED AS TO FORM**  
**COUNTY COUNSEL**  
**ORANGE COUNTY, CALIFORNIA**

By:  05/18/18  
Deputy Date

AGREEMENT MA- 000-18011290

IN WITNESS WHEREOF, each PARTY hereto has executed this AGREEMENT by its duly authorized representatives as of the date set forth below.

CITY OF CORONA,  
a municipal corporation

Date: 8/16/2018

By: Darnell Talbot  
City Manager

NDN

ATTEST

APPROVED AS TO FORM  
CITY ATTORNEY  
CORONA, CALIFORNIA

By: Sylvia Estuam 8/16/2018  
City Clerk Date

By:

[Signature]  
City Attorney

7-30-18  
Date

ORANGE COUNTY FLOOD CONTROL DISTRICT,  
a body corporate and politic in the State  
of California

Date: \_\_\_\_\_

By: \_\_\_\_\_

Chairman, Board of Supervisors

SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS  
BEEN DELIVERED TO THE CHAIRMAN  
OF THE BOARD

ATTEST

APPROVED AS TO FORM  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

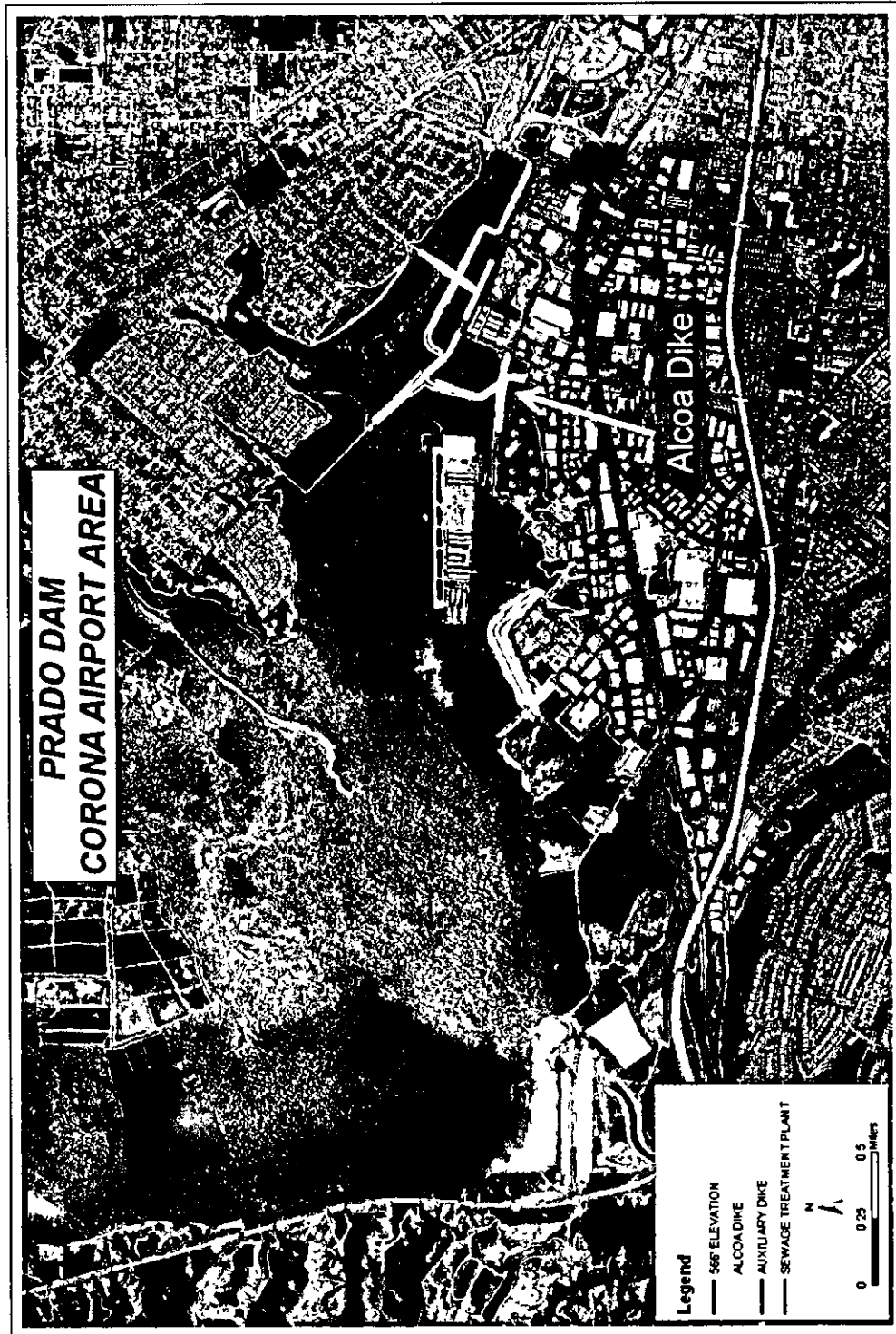
By: \_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board of Supervisors of  
the Orange County Flood Control District,  
Orange County, California

By: \_\_\_\_\_

Deputy

\_\_\_\_\_ Date

# EXHIBIT A



# EXHIBIT B

## ALCOA DIKE PROJECT CITY OF CORONA IMPACTED FACILITIES CORONA, CALIFORNIA

ID	EXISTING FACILITY	LOCATION	PROPOSED ACTION	Preliminary Opinion	
				Compensable	Not Compensable
2	Non-potable well and pneumatic tank	Crossing Dike Corps	Abandon		X
3	8-Inch ACP water line	Crossing Dike Butterfield	Relocation		X
4	12-Inch PVC reclaimed water line	Crossing Dike Butterfield	Abandon		X
6	24-Inch D.I. Class 100 effluent line	Crossing Dike Butterfield	PIP		X
12	24-Inch steel percolation pond effluent line	Crossing Dike Butterfield	Abandon		X
13	16-Inch steel percolation pond effluent line	Crossing Dike Corps	Abandon		X
18	18-Inch VCP sewer line	Crossing Dike City R/W	PIP	X	
22	12-Inch CML-TW water line	Crossing Dike City R/W	PIP	X	
31	8-Inch sewer line	Crossing Dike Auburndale	PIP		X
5	24-Inch steel effluent line to Airport	Butterfield	Abandon		X
9	60" x 12" RCP storm drain drainage ditch	Butterfield/Smith	Relocation		X
11	8-Inch VCP sewer line (manhole)	Butterfield	Relocation		X
15	12-Inch concrete irrigation pipe	Rincon	Abandon		X
16	36-Inch effluent pipe	Rincon	Abandon		X
17	24" x 40" storm drain line	Rincon	Relocation	X	
19	12-Inch VCP sewer line	Rincon	Relocation	X	
20	12-Inch PVC water line	Rincon	Relocation	X	
21	18-Inch sewer line	Rincon	PIP	X	
24	18-Inch VCP sewer line	Rincon	PIP	X	
28	10-Inch PVC water line	Rincon	PIP	X	
30	42-Inch storm drain line	Auburndale	Relocation	X	
	Auburndale Street			X	
	Rincon Street			X	
	Butterfield Road				X

NOTE: All assessments are preliminary in nature and are subject to change based upon additional information.



Staff Report

---

**File #:** 22-0949

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Planning & Development Department

**SUBJECT:**

Second Amendment to the Professional Services Agreement with Advanced Applied Engineering, Inc. dba Infrastructure Engineers, to increase the compensation by \$250,000 for a total compensation of \$550,000 to provide temporary professional staffing services to the Planning and Development Department.

**EXECUTIVE SUMMARY:**

This staff report asks the Council to consider the approval of a second amendment to an existing Professional Services Agreement with Advanced Applied Engineering, Inc. dba Infrastructure Engineers. Infrastructure Engineers currently provides temporary staffing services to the Planning and Development Department within the Planning Division. The temporary staffing services allows the Department to provide the necessary services to the public that would otherwise be delayed due to the vacancy of full-time planner positions in the Planning Division. The second amendment to the agreement will increase the amount of the compensation from \$300,000 to \$550,000, which is an increase of \$250,000.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Approve the Second Amendment to Professional Services Agreement Advanced Applied Engineering, Inc. dba Infrastructure Engineers, to increase the total compensation by \$250,000 to provide temporary professional staffing services.
- b. Authorize the City Manager, or his designee, to execute the Second Amendment to the Professional Services Agreement with Advanced Applied Engineering, Inc. dba Infrastructure Engineers, for a total contract amount of \$550,000.
- c. Authorize the City Manager, or his designee, to issue Change Order No. 2 to Purchase Order

B220671 to Advanced Applied Engineering, Inc. dba Infrastructure Engineers, in the amount of \$250,000.

**BACKGROUND & HISTORY:**

On January 27, 2022, the City entered into an agreement with Advanced Applied Engineering, Inc. dba Infrastructure Engineers (Infrastructure Engineers) to provide professional staffing services to the Planning & Development Department. The service was needed due to vacancies and absences of full-time City staff. At the time, the absences were related to staff on medical leave and staff on extended family leave. The anticipated timeline for the temporary staffing was four to six months, which was expected to be adequate to fill a vacated full-time position that was being actively recruited. The anticipated budget for the short duration was not expected to exceed \$100,000.

Subsequently, the City was unsuccessful in filling the vacated position, which resulted in a need to continue using contracted staff beyond the dates originally anticipated. The additional time also resulted in a cost that was higher than originally projected. Additionally, the City Council's Fiscal Year 2023 budget included new planner positions in the Planning Division. Due to the extended duration and need for staffing, the City Council authorized an increase in the contract's not-to-exceed budget to \$300,000 and extended the terms of the contract to June 30, 2023. Council's approval occurred on June 15, 2022.

Since January 2022, the Department has been activity recruiting to fill the vacant planner positions. Unfortunately, the Department has not been successful in securing qualified candidates. The Department has noticed that qualified candidates have not applied for the job, or minimally qualified candidates find better employment opportunities during the interview and on-boarding process. The current labor market continues to be a difficult one to navigate.

Because the volume of work that requires involvement by the Planning Division has not subsided, the Department is requesting an amendment to increase the amount of the compensation in the agreement by \$250,000 for a total compensation of \$550,000. This will allow the Department to maintain the status-quo on staffing until the vacant full-time positions are successfully filled. The contracted staff from Infrastructure Engineering have been instrumental in responding to an elevated workload and providing quality service to our customers.

**ANALYSIS:**

The Planning and Development Department currently has two Associate Planner and two Planning Technician positions that are vacant. Infrastructure Engineers currently provides staffing services for one Associate Planner and two Planning Technicians.

The second amendment increases the amount of the compensation, which will allow the Department to maintain the current staffing that is fulfilling the ongoing service requests from the public. The vacant, full-time positions, allows the Department to use the funds from these positions to offset the cost associated with the contract services, so there is no additional budget impact with this request.

The Department will continue with its recruitment process for the Associate Planner and Planning Technician positions until the they are filled. Once the positions are filled by full-time City staff, the

use of consultants will be eliminated in the Planning Division.

**FINANCIAL IMPACT:**

The temporary staffing will augment the vacant full-time budgeted planning positions. Budget savings from the vacant positions will support the costs of the temporary services.

**ENVIRONMENTAL ANALYSIS:**

There are no environmental impacts associated with the temporary staffing of professional planning positions, and the agreement is not subject to the California Environmental Quality Act (CEQA) because it is not a project, pursuant to CEQA Guidelines Section 15378(b)(5).

**PREPARED BY:** JAY EASTMAN, PLANNING MANAGER

**REVIEWED BY:** JOANNE COLETTA, PLANNING & DEVELOPMENT DIRECTOR

**Attachments:**

1. Exhibit 1 - Second Amendment to Professional Services Agreement with Advanced Applied Engineering, Inc. dba Infrastructure Engineers

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
  
BETWEEN THE CITY OF CORONA  
AND  
ADVANCED APPLIED ENGINEERING, INC.  
DBA INFRASTRUCTURE ENGINEERS  
(TEMPORARY STAFFING IN PLANNING DEPARTMENT)**

**1. PARTIES AND DATE.**

This Second Amendment to the Professional Services Agreement (“Second Amendment”) is made and entered into this 7th day of December 2022 by and between the City of Corona (“City”) and Advanced Applied Engineering, Inc., DBA Infrastructure Engineers, a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

**2. RECITALS.**

2.1.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated on or about January 27, 2022 (“Agreement”), whereby Consultant agreed to provide Temporary Staffing Services within the Planning and Development Department.

2.2 Prior Amendment(s). City and Consultant entered into that certain First Amendment to the Professional Services Agreement dated June 15, 2022 (“First Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the second time to increase the Total Compensation to \$550,000.

**3. TERMS.**

3.1 Rates & Total Compensation. Section 3.3.1 (Compensation) of the Agreement and First Amendment are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation including authorized reimbursements, for all Services rendered under this Agreement at the rates set for in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Five Hundred and Fifty Thousand Dollars (\$550,000) (“Total Compensation”) without written approval of the 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.”

3.2 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.

3.3 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.

3.4 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.

**CITY'S SIGNATURE PAGE  
FOR  
SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
ADVANCED APPLIED ENGINEERING, INC  
DBA/ INFRASTRUCTURE ENGINEERS**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Joanne Coletta  
Planning and Development Director

Reviewed By: \_\_\_\_\_  
Jay Eastman  
Planning Manager

Reviewed By: \_\_\_\_\_  
Yasmin Lopez  
Purchasing Manager

**CONSULTANT'S SIGNATURE PAGE  
FOR  
SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
ADVANCED APPLIED ENGINEERING, INC  
DBA/ INFRASTRUCTURE ENGINEERS**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**ADVANCED APPLIED ENGINEERING, INC.**  
**DBA/ INFRASTRUCTURE ENGINEERS**  
a California Corporation

By: \_\_\_\_\_  
Sid Jalal Mousavi  
Chief Executive Officer

By: \_\_\_\_\_  
Farzad Dorrani  
Secretary



Staff Report

---

**File #:** 22-0926

---

**REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members  
Honorable President and Board Members

**FROM:** Public Works Department & Utilities Department

**SUBJECT:**

Award of Contract to Beador Construction Company, Inc. for the Water Reclamation Facility No. 2 Paving and Drainage Improvement Project, No. 2021-05.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to award a construction contract to Beador Construction Company Inc. to construct accessibility improvements, and correct drainage deficiencies at Water Reclamation Facility No. 2, located at 650 East Harrison Street. The project will construct six detention and infiltration basins throughout the site to collect stormwater runoff on-site and recharge groundwater. Further, the project will construct new curbs, gutters, and V-ditches, and will replace, regrade, and improve the pavement conditions at the site.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council adopt the Plans and Specifications for the Water Reclamation Facility No. 2 Paving and Drainage Improvement Project, No. 2021-05, Notice Inviting Bids 23-013CA.
- b. City Council award Notice Inviting Bids 23-013CA to Beador Construction Company, Inc., the lowest responsive, responsible bidder, for the total bid amount of \$1,475,700 and waive any and all minor irregularities in the bidding documents as submitted by said bidder.
- c. City Council authorize the City Manager, or his designee, to execute the construction contract with Beador Construction Company, Inc. in the amount of \$1,475,700.
- d. City Council authorize the City Manager, or his designee to negotiate and execute non-

substantive extensions, change orders, and amendments up to the amount authorized in Corona Municipal Code Section [3.08.060\(J\)](#), which is equivalent to 10% or \$147,570.

- e. City Council authorize the issuance of a Purchase Order to Beador Construction Company, Inc. in the amount of \$1,475,700 for construction services.
- f. City Council authorize an appropriation in the amount of \$800,000 from the Sewer Utility Fund (572) to the Water Reclamation Facility No. 2 Asphalt Roadway Paving Capital Improvement Project No. 77030.
- g. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

### **BACKGROUND & HISTORY:**

The Water Reclamation Facility No. 2 site has several issues that need correction:

- The roadways and pavement are in disrepair and need to be replaced.
- There is a lack of proper drainage throughout the site and ponding of stormwater on-site during rain events.
- The site requires wider access roads in several areas for maintenance vehicles.
- The site needs permanent and adequate sample points for collection of stormwater runoff.
- The site requires features to collect and maintain stormwater runoff on-site to recharge groundwater.

This project is designed to correct each of these issues.

### **ANALYSIS:**

The Plans and Specifications for the Water Reclamation Facility No. 2 Paving and Drainage Improvement Project were completed, reviewed, and approved by City staff. As specified in the bid package, the City shall award the contract for the project to the lowest responsive, responsible bidder as determined from the lowest total cost for the Bid Schedule.

This Project was advertised for bids on September 16, 2022, pursuant to Corona Municipal Code Section -[3.08.110](#). On October 13, 2022, four (4) bids were received through the City's PlanetBids bidding service.

The following is a summary of the bid results and the Engineer's Estimate:

Contractor		Location	Base Bid Schedule Amount
<b>Engineer's Estimate</b>			<b>\$1,633,000.00</b>
1	Beador Construction Company, Inc.	Corona, CA	\$1,475,700.00
2	Mac Dad Builders, Inc.	Irvine, CA	\$1,781,280.00
3	Clarke Contracting Corporation	Lawndale, CA	\$2,277,041.50
4	MLC Constructors, Inc.	Corona, CA	\$2,438,605.00

Staff has reviewed the bids and recommends awarding the contract to Beador Construction Company, Inc. as the lowest responsive, responsible bidder based on the Bid Schedule for a total contract amount of \$1,475,700. All licenses and references for Beador Construction Company, Inc. have been reviewed and verified by City staff, and all other documentation is in order.

City staff will perform the construction contract administration, and a contract consultant will perform inspection and geotechnical services. Should the City Council award the contract as proposed, construction is tentatively scheduled to commence in January 2023, with completion anticipated in summer 2023.

**FINANCIAL IMPACT:**

Partial funding for the recommended actions is currently available in the Fiscal Year 2023 Capital Improvement Project No. 77030. Approval of the recommended actions will result in an additional appropriation in the amount of \$800,000 from the Sewer Utility Fund (572) to the Water Reclamation Facility No. 2 Asphalt Roadway Paving Capital Improvement Project No. 77030.

Construction .....	\$1,475,700
Construction Support Services .....	\$105,000
Contingency .....	\$147,570
Total Construction Costs .....	\$1,728,270

Available Funds in CIP 77030 ..... \$928,270

**Additional Requested Funds ..... \$800,000**

With the approval of the recommended actions, funds will be used for the Water Reclamation Facility No. 2 Asphalt Roadway Paving Capital Improvement Project No. 77030. The project budget will be available in the following funding source:

Funding Source	Amount
Sewer Utility Fund 572	\$1,728,270
Total	\$1,728,270

**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 which consists of minor repairs and maintenance to existing facilities does not have a significant impact on the environment and is, therefore exempt from CEQA. This action involves replacement of existing pavement and the construction of stormwater detention/infiltration basins to aid in the retention of stormwater and recharging of groundwater on-site and involves no expansion of use beyond what is currently existing. A Notice of Exemption will be filed with Riverside County.

**PREPARED BY:** JULIANNA ZALESKI, ASSOCIATE ENGINEER

**REVIEWED BY:** SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR & TOM MOODY, DIRECTOR OF UTILITIES

**Attachments:**

1. Exhibit 1 - Location Map
2. Exhibit 2 - Contract



**Water Reclamation Facility No. 2 Paving and Drainage Improvements  
Project No. 2021-05 & 77030572  
Location Map**



Not to Scale

## CONTRACT

**THIS CONTRACT** is made this **7th** day of **December, 2022**, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and **Beador Construction Company, Inc.**, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**Water Reclamation Facility No. 2 Paving and Drainage Improvement Project, Project No. 2021-05, NIB No. 23-013CA**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** A Move-in period of **20 calendar days** shall start on the date of issuance of the Notice to Proceed. This period shall be used by the Contractor to confirm utility locations, turn in project submittals or other supporting documentation for approval and procure the necessary material and equipment to complete the Work. The Work shall commence on the last day of the Move-in period or the first Working Day the Contractor actually starts the Work, **whichever occurs first**. The Contractor shall complete all Work required by the Contract Documents within **60 Working Days**. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One Million Four Hundred Seventy-five Thousand Seven Hundred Dollars (\$1,475,700.00)** Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors

Information Required of Bidders  
 Non-Collusion Declaration form  
 Contract  
 Performance Bond  
 Payment (Labor and Materials) Bond  
 General Conditions  
 Special Provisions (or Special Conditions)  
 Technical Specifications  
 Addenda  
 Plans and Contract Drawings  
 Approved and fully executed change orders  
 Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

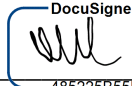
**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.** Contractor is aware of the prevailing wage requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may obtain a copy of the prevailing wages from the City. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**ARTICLE 9. ASSIGNMENT/CORONA UTILITY AUTHORITY.** Contractor understands that the City has entered into a management agreement with the Corona Utility Authority ("CUA") for the maintenance, management and operation of some of its utility system ("CUA Management Agreement"). To the extent that this Contract is deemed to be a "material contract" under the CUA Management Agreement, City enters into this Contract on behalf of the CUA and subject to the terms of the CUA Management Agreement. To the extent that this Contract is deemed to be a "material contract" under the CUA Management Agreement, Contractor has no right to terminate this Contract, either with or without cause, based upon the existence or non-existence of the CUA Management Agreement. Therefore, if the CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Contract on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

**[REMAINDER OF PAGE BLANK - SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

<b>CITY OF CORONA</b>	<b>BEADOR CONSTRUCTION COMPANY, INC.</b>
<b>By:</b>	<b>By:</b>
_____ Savat Khamphou, P.E. Public Works Director	 _____ David A. Beador President & Secretary
<b>Reviewed By:</b>	720483
_____ Tom Moody Director of Utilities	_____ License Number
<b>Reviewed By:</b>	
_____ Mohammed Ibrahim, P.E. Senior Engineer	
<b>Reviewed By:</b>	
_____ Yasmin Lopez Purchasing Manager	
<b>Attest:</b>	
_____ Sylvia Edwards, City Clerk City of Corona, California	



Staff Report

---

**File #:** 22-0938

---

**REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members  
Honorable President and Board Members

**FROM:** Utilities Department

**SUBJECT:**

Terminate the Contracted Emergency Potable Water Main Replacement on Cypress Point Drive and Oakland Hills Drive pursuant to Corona Municipal Code [Section 3.08.140\(A\)](#).

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to terminate the contracted emergency potable water main replacement on Cypress Point Drive and Oakland Hills Drive as the project is completed.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council terminate the emergency action for Contracted Emergency Potable Water Main Replacement on Cypress Point Drive and Oakland Hills Drive pursuant to Corona Municipal Code [Section 3.08.140\(A\)](#).
- b. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

**BACKGROUND & HISTORY:**

On September 7, 2022, the City Council received the notification of contracted emergency work for the emergency potable water main replacement on Cypress Point Drive and Oakland Hills Drive utilizing the emergency repairs provisions under the Corona Municipal Code (CMC) [Section 3.08.140\(A\)](#). The work included the installation of a new water main which consisted of approximately 1,630 linear feet of 6-inch C900 pipe with restrained joints, four fire hydrants, and 30 1-inch water services. The contractor provided all labor, materials, and necessary equipment for the work.

**ANALYSIS:**

The contracted work on the potable water main replacement on Cypress Point Drive and Oakland Hills Drive was completed on November 16, 2022. The pavement restoration portion of the work will be competitively bid in accordance with the CMC.

Before completing the asphalt paving restoration, Utilities Department staff reached out to SoCal Gas Company (SoCal Gas) to determine if they had any future gas main replacement projects for the area. At that time, SoCal Gas informed staff that they were in the design phase of their gas main replacement project. As of November 11, 2022, SoCal Gas is in the construction phase. Staff has postponed the paving restoration portion of the work until SoCal Gas completes its gas main installation project. Staff is collaborating and drafting an agreement with SoCal Gas to pay for its fair share of the paving restoration cost.

Since the emergency portion of the work is complete, staff recommends that the City Council terminate the emergency action.

**FINANCIAL IMPACT:**

There were no additional financial impacts beyond the cost of repairs approved by the City Council on September 7, 2022.

**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 terminates the emergency work to replace an existing potable water main to maintain public health and safety and therefore is exempt from the requirements of CEQA. Therefore, no further environmental review is required.

**PREPARED BY:** AFTAB HUSSAIN, MAINTENANCE MANAGER

**REVIEWED BY:** TOM MOODY, DIRECTOR OF UTILITIES



Staff Report

---

**File #:** 22-0940

---

**REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members  
Honorable President and Board Members

**FROM:** Utilities Department

**SUBJECT:**  
Maintenance/General Services Agreement with Calgon Carbon Corporation for the Ion Exchange Treatment Plant Spent Resin Removal and Disposal Project.

**EXECUTIVE SUMMARY:**

This staff report asks Council to approve a Maintenance/General Services Agreement in the amount of \$621,692 with Calgon Carbon Corporation for the disposal of spent resin and purchase of granular activated carbon for the Ion Exchange Treatment Plant (IXTP). The resin has reached the end of its service life and requires replacement to ensure continued compliance with State drinking water standards.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council authorize the creation of a new capital improvement project titled "Ion Exchange Treatment Plant Media Replacement Project."
- b. City Council authorize an appropriation of \$683,861 from the Water Utility Fund (570) to the new capital improvement project titled "Ion Exchange Treatment Plant Media Replacement Project".
- c. City Council approve the Maintenance/General Services Agreement with Calgon Carbon Corporation in the amount of \$621,692 and authorize the City Manager, or his designee, to execute the Agreement.

- d. City Council make a determination under Corona Municipal Code [Section 3.08.140\(b\)](#) that competitive bidding has been satisfied for the reasons provided in the "Basis of Determination of Competitive Bidding" section of this report.
- e. City Council authorize the City Manager, or his designee, to issue a purchase order to Calgon Carbon Corporation in the amount of \$621,692.
- f. City Council authorize the City Manager, or his designee, to issue change orders up to 10% or \$62,169.
- g. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

## **BACKGROUND & HISTORY:**

### Ion Exchange Treatment Plant (IXTP)

The Utilities Department (UD) operates an Ion Exchange Treatment Plant (IXTP) to treat water produced by groundwater wells. IXTP utilizes a resin media to remove contaminants of concern from water such as 1,2,3,-Trichloropropane (1,2,3-TCP), and per- and polyfluoroalkyl substances (PFAS). The resin media used in the treatment process has reached the end of its service life, requiring the removal and installation of new media. As such, UD seeks approval of a budget appropriation and purchase order for the disposal of spent media and purchase of new media.

### PFAS and 1,2,3-TCP

The 1996 Safe Drinking Water Act (SDWA) amendments require that once every five years, the U.S. Environmental Protection Agency (EPA) issues a new list of no more than 30 unregulated contaminants to be monitored by public water systems (PWSs). The third Unregulated Contaminant Monitoring Rule (UCMR 3) required monitoring for 30 contaminants (28 chemicals and two viruses) between 2013 and 2015 using analytical methods developed by the EPA, consensus organizations, or both. This monitoring provides a basis for future regulatory actions to protect public health.

During the monitoring of UCMR 3, PFAS was detected in several of the City's operating wells. The PFAS are a group of persistent anthropogenic organic compounds that may cause adverse health effects at trace level concentrations. The state of California has established stringent drinking water notification levels (NL) and response levels (RL) for two of the PFAS compounds, perfluorooctane sulfonate (PFOS) and perfluorooctanoic acid (PFOA).

In addition to PFAS, 1,2,3-TCP is another organic trace contaminant that was detected in the City's drinking water sources. Most of the wells have moderate to low levels of 1,2,3-TCP. With a combination of treatment by the IXTP, Temescal Desalter, lowering well production, and blending, the City was able to control the 1,2,3-TCP at below the maximum contaminate levels (MCL).

Contaminants	MCLs	Notification Levels	Response Levels
<b>PFOS</b>	N/A <sup>(1)</sup>	6.5 PPT	40 PPT
<b>PFOA</b>	N/A <sup>(1)</sup>	5.1 PPT	10 PPT
<b>1,2,3-TCP</b>	5 PPT	-	-
<b>NOTES:</b> (1) MCL has not been established. The current notification levels and response levels are shown. (2) MCL is under review and may be lowered in the near future. (3) PPT = Parts per Trillion			

On June 15, 2022, the EPA set interim health advisory levels for PFOA at 0.004 parts per trillion (PPT) and PFOS at 0.02 PPT. Current analytical methods have the ability to detect to 4 PPT. EPA is moving forward with proposing a PFAS National Drinking Water Regulation in the fall of 2022. As EPA develops this proposed rule, the agency is also evaluating additional PFAS beyond PFOA and PFOS and considering actions to address groups of PFAS. The interim health advisories will provide guidance to states, Tribes, and water systems for the period prior to the regulation going into effect.

### ANALYSIS:

With the emergence of PFAS, UD searched for the most effective, efficient, and versatile methods of treatment. In November 2019, UD acquired the services of Montrose Environmental, one of the City's approved on-call environmental firms, to conduct a pilot study. The goal of the pilot study was to evaluate the performance and efficacy of resin media and granular activated carbon (GAC) for the removal of TCP-1,2,3, and PFAS compounds, specifically PFOA and PFOS, in groundwater.

Rapid small-scale column testing (RSSCT) was performed on water samples taken from the influent of the IXTP and were tested with a variety of GAC and Resin media. The RSSCTs are designed to systematically scale-down and accelerate the treatment and contaminant breakthrough process to evaluate in a shorter timeline with a lower amount of water samples. Testing was conducted for approximately two weeks and samples were taken and submitted for laboratory analysis.

### Media Tested

Media Type	Brand/Model
GAC	Calgon Filtrasorb 600 (F600)
GAC	Calgon Filtrasorb 400 (F400)
Resin	Purolite PFA694E

The following conclusions were made by Montrose Environmental from the RSSCT tests:

- For all media used in the RSSCTs, PFOA breakthrough occurred earlier than PFOS.
- F400 GAC was more effective than F600 GAC in removal of PFOS and PFOA.
- Both GACs were able to effectively remove 1,2,3-TCP, while ion exchange (IX) resins did not effectively remove 1,2,3-TCP.
- The selected ion exchange resins were able to achieve longer bed volume capacity compared with GACs in treating PFOS and PFOA from the drinking water sources.
- For the source waters requiring reduction of both 1,2,3-TCP and PFAS, GAC is a preferred alternative as IX resins only remove PFAS.

As more stringent advisories and MCL's are forecasted, the UD is being proactive in the treatment of 1,2,3-TCP and PFAS compounds. The utilization of Calgon F400 GAC at select facilities will allow the full production from our local groundwater sources while complying with all current and expected future laws and regulations. Additionally, UD will be adding Calgon F400 GAC to the PCC 3400 Exclusive Standard Equipment Product List.

If the treatment media in the IXTP vessels are not replaced soon, PFAS and 1,2,3-TCP concentrations in IXTP effluent water will eventually reach and exceed the MCL or Notification level. When this occurs, specific groundwater wells will require shutdown, and the UD will need to import more surface water to offset the water demand. Importing surface water costs approximately twice as much as treating well water. Therefore, it is in the City's best interest to replace the spent media as soon as possible. This cost-effective option will ensure the uninterrupted treatment of groundwater while complying with state and federal drinking water standards.

#### Basis for Determination of Competitive Bidding

The F400 GAC is a proprietary product manufactured by Calgon Carbon Corporation, and staff believes that Competitive Bidding has been accomplished for these purchases pursuant to CMC [Section 3.08.140\(B\)](#), which states as follows:

**"No competitive market."** When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determines, in accordance with applicable law, that competitive market does not exist and that no competitive advantage will be gained by the public bidding process. The most cost-effective manner is to purchase F400 granular activated carbon (GAC) directly from Calgon Carbon Corporation, as a sole source vendor as an equivalent product is not available elsewhere. As a result, there is no competitive market for this product.

Staff requests approval of an agreement and purchase order in the amount of \$621,692 with Calgon

Carbon Corporation for the purchase and installation of GAC F400 and disposal of spent resin media based on this exception.

**FINANCIAL IMPACT:**

Approval of the recommended actions will result in an appropriation of \$683,861 for a purchase order and contingencies from the Water Utility Fund (570) to the new capital improvement project titled "Ion Exchange Treatment Plant Media Replacement Project". There is sufficient working capital in the Water Utility Fund (570) for the recommended actions.

**ENVIRONMENTAL ANALYSIS:**

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

**PREPARED BY:** KRISTIAN ALFELOR, OPERATIONS MANAGER

**REVIEWED BY:** TOM MOODY, DIRECTOR OF UTILITIES

**Attachments:**

1. Exhibit 1 - MGSA
2. Exhibit 2 - Sole Source Letter
3. Exhibit 3 - Quote
4. Exhibit 4 - Pilot Study by Montrose Environmental

**CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH CALGON CARBON CORPORATION  
(GRANULAR ACTIVATED CARBON TECHNOLOGY SERVICES – IXTP SPENT  
RESIN REMOVAL AND DISPOSAL PROJECT)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this **7th** day of **December, 2022** (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and **Calgon Carbon Corporation**, a Delaware corporation with its principal place of business at **3000 GSK Drive, Moon Township, Pennsylvania 15108** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing granular activated carbon technology services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the IXTP Spent Resin Removal and Disposal project (“Project”) as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

### 3. TERMS.

#### 3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **December 7, 2022 to June 30, 2023** (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

#### 3.2 Responsibilities of Contractor.

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

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s

conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 City's Representative. The City hereby designates **Tom Moody, Director of Utilities**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Tim Brekke, Regional Sales Manager or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

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

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

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

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

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

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

### 3.2.10 Insurance.

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

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

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

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

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

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed

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

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

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

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

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

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

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

replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

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

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

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

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

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

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

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

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

### 3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

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

### 3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Six Hundred Twenty-one Thousand Six Hundred Ninety-two Dollars (\$621,692)** ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and

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

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

### **3.4 Termination of Agreement.**

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

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

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

### **3.5 General Provisions.**

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

**Contractor:**

Calgon Carbon Corporation  
3000 GSK Drive  
Moon Township, PA 15108  
Attn: Tim Brekke  
Regional Sales Manager

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Tom Moody  
Director of Utilities

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

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

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In

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

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

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

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to

City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

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

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

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

**[SIGNATURES ON NEXT 2 PAGES]**

**CITY'S SIGNATURE PAGE FOR**

**CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH CALGON CARBON CORPORATION  
(GRANULAR ACTIVATED CARBON TECHNOLOGY SERVICES – IXTP SPENT  
RESIN REMOVAL AND DISPOSAL PROJECT)**

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

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
Director of Utilities

Reviewed By:

\_\_\_\_\_  
Katie Hockett  
Assistant Director of Utilities

Reviewed By:

\_\_\_\_\_  
Kristian Alfelor  
Utilities Operations Manager

Reviewed By:

\_\_\_\_\_  
Yasmin Lopez  
Purchasing Manager


Attest:

\_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California

**CONTRACTOR'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH CALGON CARBON CORPORATION**  
**(GRANULAR ACTIVATED CARBON TECHNOLOGY SERVICES – IXTP SPENT**  
**RESIN REMOVAL AND DISPOSAL PROJECT)**

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

**CALGON CARBON CORPORATION**  
a Delaware corporation

By:   
8F6533F990F74A4...  
Signature  
Michael R. Pealer  
Name  
Vice President Drinking Water Technologies  
Title (CEO, President, or V.P)

By:   
44A45BA07F064FB...  
Signature  
Daniel E Crookshank  
Name  
Treasurer  
Title (CFO, Secretary, or Treasurer)

## EXHIBIT “A” SCOPE OF SERVICES

Contractor shall furnish to City all labor, materials, tools, equipment, transportation, services and any incidental and customary work necessary to fully and adequately supply the spent resin removal and replacement services.

Contractor shall:

- Remove Dowex™ PSR-2 from the first three (3) vessels and DOW AMBERLITE™ PWA 15 resin from the remaining four (4) vessels.
- Furnish and install 139,000 lbs of new Calgon Carbon Filtrasorb – Model 400M GAC in all seven (7) vessels
- Change out one pair of vessels per week (preferably a Tuesday). Duration onsite will be approximately 6-8 hours to empty the spent resin via “trash pump” and install new granular activated carbon product.
- Contractor will open and close the manway during the service event (disinfection of all surfaces is required).
- Contractor will collect, transport, and dispose of the spent resin, while complying with all applicable environmental and transportation laws and regulations.
- Comply with all State and Federal Occupational Safety and Health Administration (OSHA) laws and regulations.
- Comply with all City safety protocols including, but not limited to, wearing hardhats, safety vest, and safety glasses at all times while onsite

City will:

- Collect bacti samples from the effluent of the vessel being worked on four (4) days prior to work being performed.
- Shut down the perchlorate and nitrate vessel that is to be changed out.
- The vessel(s) that are offline will be bled down, the pneumatic valves will be placed in the “hand” position and confirmed closed.
- Set up 2” hose from the effluent of the plant for the resin transfer. (A chloramine free water source is required).
- After the resin is removed, the City will visually inspect and photograph the inside of the vessel.
- Once the GAC is installed and the top hatch is secure, City operators will flush the vessel to waste for a minimum of 30 minutes and perform the required back wash procedure for the media before collecting the first bacti samples.
- The vessel will remain offline until passing results are received.

**EXHIBIT “B”  
SCHEDULE OF SERVICES**

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

**EXHIBIT “C”  
COMPENSATION**

The Total Compensation shall not exceed Six Hundred Twenty-one Thousand Six Hundred Ninety-two Dollars (\$621,692) without authorized written approval from City’s Representative.

Contractor shall provide a 100% payment bond.

City of Corona  
Water Department  
755 Public Safety Way  
Corona, CA 92878

September 21, 2022

**Re: Sole Source Justification for Calgon Carbon's Filtrasorb Product**

Dear Mr Amon:

This letter serves to clarify the unique characteristics and market standing of Calgon Carbon's Filtrasorb F400 granular activated carbon (GAC) product and Calgon Carbon's manufacturing and service capabilities.

Filtrasorb 400 originates from metallurgical grade bituminous coal mined in the United States of America. The raw coal is subsequently manufactured into GAC via reagglomeration and thermal activation processes, again in the United States. The consistent performance and physical properties of Filtrasorb 400 are directly attributable to the consistent physical properties of the raw materials and performance of the manufacturing processes.

The unique mixture of raw materials and manufacturing approaches influence the properties of the final GAC product. The density, abrasion, ash, and adsorption characteristics for Filtrasorb 400 are unique to this product and are all dictated by the specific combination of raw materials and process conditions.

Calgon Carbon assures the availability of Filtrasorb 400 GAC by operating four (4) different production lines at two (2) different manufacturing facilities in the United States, with a fifth (5<sup>th</sup>) line scheduled to be in production by early 2023. No other domestic manufacturer has multiple production lines or multiple manufacturing facilities with which to assure customers of uninterrupted supply should a problem occur on a production line.

To obtain a product that delivers the consistent, high-level performance of Filtrasorb 400, you must specify and purchase Filtrasorb 400. Calgon Carbon Corporation is the sole manufacturer and supplier of this specific material.

Calgon Carbon employs its own team of field service professionals located in hubs across the United States to perform carbon exchanges. This team is well trained in activated carbon and is intimately familiar with all aspects of performing GAC exchanges. Calgon Carbon is the only domestic manufacturer of bituminous reagglomerated GAC that also employs its own team of field service supervisors and technicians.

Sincerely,

*Tim Brekke*

Calgon Carbon Corporation  
Drinking Water Solutions  
310-740-7782  
[tim.brekke@kuraray.com](mailto:tim.brekke@kuraray.com)

**CALGON CARBON CORPORATION**  
**ACTIVATED CARBON SCOPE OF SUPPLY**

Contact: Justin Amon	Email: justin.amon@coronaca.gov
Project: Corona GAC	Date: 11/16/22
Location: Corona, CA	Title: GAC quote, IX Disposal

GAC Volume: 139,000 lbs
Total Price: <b>\$621,692</b>
Scope includes: New GAC, delivery to site, removal of old IX material, Non-hazardous landfill of spent IX material, loading of new GAC material, disinfection of the vessels, 100% payment bonds and sales tax.

**ITEMS INCLUDED:**

- Product: Filtrasorb 400
- Quantity: 139,000 lbs
- All related labor and equipment (trucks, hoppers, hoses, etc), except utilities detailed below

**ITEMS NOT INCLUDED IN THIS OFFER:**

- Owner to provide clean water source for movement of GAC to and from filter via eduction
- Drain access for excess water from carbon transfer (water will be gray with carbon fines)

**SPECIAL TERMS AND CONDITIONS:**

1. Unless otherwise noted, or until other Terms and Conditions are provided, this Offer is made only under Calgon Carbon Corporation's General Terms and Conditions for Purchase.
2. Pricing provided is exclusive of any Sales Tax.
3. Scope of Supply/Pricing does not include any Payment or Performance Bonds. Costs for any such Bond (if necessary or requested by the Purchaser) will be added to the quoted pricing.
4. Upon acknowledgement of any Purchase Order, the Buyer will be requested to complete a Credit Application and provide Tax Exemption Documentation.
5. The quoted price is valid for 30 days from the date of this Scope of Supply document.
6. Note this price is only good for the first exchange and all future exchanges will be a separate quote and pricing.

For Information or to Place an Order, Contact:

Tim Brekke

Calgon Carbon Corporation

Regional Sales Manager

[tim.brekke@kuraray.com](mailto:tim.brekke@kuraray.com)

310-740-7782



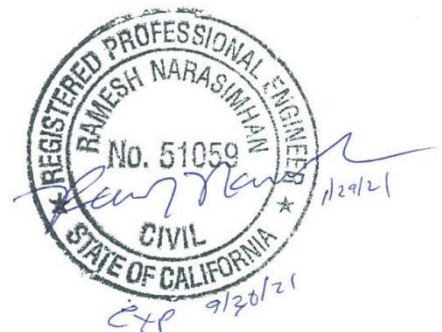
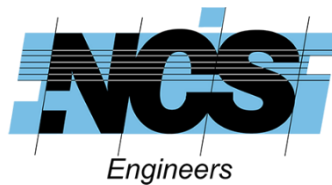
**CITY OF CORONA**

## **EVALUATION OF PFAS AND 1,2,3-TCP TREATMENT SOLUTIONS**

**JANUARY 2021**



**IN ASSOCIATION WITH**



## Table of Contents

1.	Introduction .....	1
1.1	City's Drinking Water Sources .....	1
1.2	Contaminants and Limits.....	1
1.3	Specific Sites of Interest .....	2
1.4	Technical Memorandum Objectives .....	3
2.	Preliminary and RSSCT Testing Evaluations.....	4
2.1	Testing Methods.....	4
2.1.1	Batch Adsorption Tests for IX Resins .....	4
2.1.2	IX RSSCT Verification Testing .....	6
2.1.3	RSSCT Treatment Evaluation .....	6
2.2	Results and Discussions.....	12
2.2.1	Preliminary Batch Adsorption .....	12
2.2.2	RSSCT Results .....	13
2.3	Comparison between RSSCT and Modeling Projections.....	19
2.4	Conclusions from RSSCT .....	20
3.	Preliminary Design .....	21
3.1	Treatment Options .....	21
3.1.1	Option 1 – New Wellhead GAC.....	23
3.1.2	Option 2 – Convert IXTP Media to GAC .....	24
3.1.3	Option 3 – Convert IXTP Media to GAC, New IX System .....	26
3.1.4	Option 4 – Convert IXTP Media to GAC, Expand Desalter RO .....	27
3.2	Site Layouts .....	28
3.2.1	Option 1 – New Wellhead GAC.....	29
3.2.2	Option 2 – Convert IXTP Media to GAC .....	32
3.2.3	Option 3 - Convert IXTP Media to GAC, New IX System .....	34
3.2.4	Option 4 - Convert IXTP Media to GAC, Expand Desalter RO .....	35
3.3	Cost Estimates .....	36
4.	Summary of Findings.....	39
4.1	Recommendations .....	41

## List of Figures

Figure 1. RSSCT column set up.....	11
Figure 2. Preliminary Batch Adsorption Results for (A) 5 min adsorption with Well 17A; (B) 5 min adsorption with WWTP Effluent; (C) 10 min adsorption with WWTP; (D) 5 min adsorption with Desalter Brine; and (E) 10 min adsorption with Desalter Brine. ....	13
Figure 3 Bed Volumes vs. Actual Volume of Water Treated for GAC and IX Resin .....	16
Figure 4. PFOS and PFOA Breakthrough Curves for (A) Well 7A; (B) Well 8A; (C) Well 17A, and (D) IXTP Influent.....	16
Figure 5. 1,2,3-TCP Breakthrough Curves for (A) Well 7A; (B) Well 8A; (C) Well 17A, and (D) IXTP Influent.....	17
Figure 6. PFOS and PFOA Breakthrough Curves for (A) WWTP Effluent and (B) Desalter Brine..	19
Figure 7. 1,2,3-TCP Breakthrough Curves for (A) WWTP Effluent and (B) Desalter Brine .....	19
Figure 8. Well 7A Process Flow Diagram .....	22
Figure 9. Option 1 Process Flow Diagram .....	23
Figure 10. Option 2A Process Flow Diagram.....	24
Figure 11. Option 2B Process Flow Diagram.....	25
Figure 12. Option 3 Process Flow Diagram.....	26
Figure 13. Option 4 Process Flow Diagram .....	27
Figure 14. Well 7 Site Layout .....	28
Figure 15. Option 1 – Well 8A Site Layout .....	29
Figure 16. Option 1 – Well 17A Site Layout .....	30
Figure 17. Option 1 – Well 33 Site Layout .....	31
Figure 18. Option 2A – Site Layout .....	32
Figure 19. Option 2B – Site Layout .....	33
Figure 20. Option 3 – Site Layout.....	34
Figure 21. Option 4 – Site Layout.....	35

## List of Tables

Table 1. California Drinking Water Regulatory Limits for the Contaminants of Interest .....	2
Table 2. Contaminant Concentrations at the Selected Sites .....	3
Table 3. Selected water quality parameter comparison of the selected water samples .....	4
Table 4. Pre-selected resin and their properties .....	5
Table 5. Water samples and the resin candidates to be tested in batch adsorption experiments	5
Table 6. Batch adsorption testing conditions .....	5
Table 7. Water Sources and Media in the RSSCT .....	7
Table 8. Water Qualities of the Six Water Sources .....	7
Table 9. RSSCT Testing Parameters .....	8
Table 10. Preliminary Batch Adsorption Results .....	12
Table 11. Modeling Projection of the F400 bed volume capacities .....	14
Table 12. RSSCT Estimated Bed Volumes Treated Before PFOA Breakthrough Exceeds Drinking Water Response Level .....	17
Table 13. PFOA Bed Volume Capacity Comparison between Projections and RSSCT .....	20
Table 14. Preliminary Capital Cost Estimates – All Options .....	37
Table 15. Preliminary Operational Cost Estimates – All Options .....	38
Table 16. Summary of Exceedances at Evaluated Locations .....	39
Table 17. Preliminary Capital Cost Estimates – Recommended .....	42
Table 18. Preliminary Operational Cost Estimates – Recommended .....	42

# EVALUATION OF PFAS TREATMENT SOLUTIONS

## 1. Introduction

### 1.1 City's Drinking Water Sources

The City of Corona (City) provides potable water to its residents through a number of sources. Groundwater wells, owned and operated by the City, provide nearly half of the supply. Currently, a large portion of the groundwater is treated through a reverse osmosis (RO) membrane system known as the Temescal Desalter (Desalter). A portion of the remaining groundwater is sent to the City Park Ion Exchange Treatment Plant (IXTP) where perchlorate and nitrate are removed using targeted ion exchange (IX) treatment. Five blending facilities throughout the distribution system also provide a means of accomplishing water quality goals. Through these methods, the City meets current Maximum Contaminant Levels (MCL). The overall blending flow diagram for the existing distribution system is shown in **Appendix A**.

### 1.2 Contaminants and Limits

In April 2016, per- and polyfluoroalkyl substances (PFAS) were detected in several of the City's operating wells. The PFAS are a group of persistent anthropogenic organic compounds that may cause adverse health effects at trace level concentrations. The state of California has established stringent drinking water notification levels (NL) and response levels (RL) for two of the PFAS compounds, namely the perfluorooctane sulfonate (PFOS) and perfluorooctanoic acid (PFOA) (Table 2). In addition to PFAS, 1,2,3-Trichloropropane (1,2,3-TCP) is another organic trace contaminant that is detected in the City's drinking water sources. Most of the wells have moderate to low levels of 1,2,3-TCP. With a combination of treatment by the Temescal Desalter and blending, the City was able to control the 1,2,3-TCP at below the MCL.

The Temescal Desalter can provide effective treatment for PFOS and PFOA. However, the contaminants are rejected and concentrated in a brine stream that is subsequently discharged to the Santa Ana River Interceptor. Being environmentally conscious and in anticipation of possible future regulatory limits for such discharge, the City wants to evaluate options for removal of PFAS from water, including brine treatment and wellhead treatment by adsorption process.

The existing IXTP uses both regenerable and single-use IX resins which target nitrate and perchlorate removal. The resins can provide incidental removal of PFAS, but both the resins and the empty bed contact times (EBCT) are not designed for effective removal of PFAS. In addition, the City is currently incurring a higher-than-expected salt cost for regeneration of the resin for nitrate removal. The City is interested in converting the existing IXTP system to a granular activated carbon (GAC) system for removal of PFAS and 1,2,3-TCP or a single-use resin system for PFAS removal.

Based on the Scope of Service prepared by the City and the meeting discussions between the City and the project team in November of 2019, PFAS (specifically PFOS and PFOA) and 1,2,3-TCP were identified as the main contaminants of interest. Nitrate and perchlorate treatment, although not explicitly mentioned as part of the evaluation in this project, is also considered in the preliminary engineering design because the conversion of existing IXTP will impact its nitrate and perchlorate

## EVALUATION OF PFAS TREATMENT SOLUTIONS

removal capabilities. The drinking water regulatory limits for these contaminants are presented in Table 1.

*Table 1. California Drinking Water Regulatory Limits for the Contaminants of Interest*

Contaminants	MCLs	Notification Levels	Response Levels
<b>PFOS</b> (ng/L)	N/A <sup>(1)</sup>	6.5	40
<b>PFOA</b> (ng/L)	N/A <sup>(1)</sup>	5.1	10
<b>1,2,3-TCP</b> (ng/L)	5	-	-
<b>Nitrate (as N)</b> (mg/L)	10	-	-
<b>Perchlorate</b> (µg/L)	6 <sup>(2)</sup>	-	-
NOTES:			
(1) MCL has not been established. The current notification levels and response levels are shown.			
(2) MCL is under review and may be lowered in the near future.			

### 1.3 Specific Sites of Interest

Based on the Scope of Service prepared by the City and the meeting discussions, a total of six water sources (sites) have been identified for treatment evaluations. Table 2 presents the six water sources and their respective site characteristics including flow rates and contaminant concentrations.

Of the six sites, Well 7A, 8A, and 17A are drinking water wells. Well 8A and 17A are directed to the influent to the IXTP. Well 7A does not currently go through any treatment prior to being blended directly with the effluent from the IXTP. The IXTP influent, in addition to Well 8A and 17A, also includes City's Well 33. The designed capacity of the IXTP is 2,400 GPM, of which approximately 1,600 GPM goes through the treatment and approximately 800 GPM is bypassed. The connections of these water sources can be found in **Appendix A**.

The two remaining sites are not drinking water sources. The Desalter Brine is the rejected brine from the Temescal Desalter RO treatment system. The Desalter operates four trains of RO systems, each with a two-stage RO system. The overall recovery of the Desalter is approximately 86%, with a permeate production capability of approximately 7,000 GPM. The Desalter receives a portion of the City's drinking water wells, as well as a portion of the effluent from the IXTP as the influent. Detailed connections can be found in **Appendix A**.

The WWTP Effluent is the effluent from the City's Water Reclamation Facility #1 (located at 2205 Railroad St., Corona, CA). The WWTP consists of preliminary treatment, two secondary treatment facilities (activated sludge and oxidation ditch in parallel), and tertiary treatment, which produces Title 22 recycled water that can be used for irrigation or discharged<sup>1</sup>. The

<sup>1</sup> City of Corona, 2015 Urban Water Management Plan Volume 1 – Report, <https://www.coronaca.gov/home/showdocument?id=4318>

## EVALUATION OF PFAS TREATMENT SOLUTIONS

maximum flow of the tertiary treatment facility is about 6,250 GPM (9 MGD). The total capacity of the WWTP #1 is about 7,986 GPM (11.5 MGD).

*Table 2. Contaminant Concentrations at the Selected Sites*

Location	Flow	Nitrate	Perchlorate	1,2,3-TCP	PFOA	PFOS
<b>Unit</b>	gpm	mg/L as N	µg/L	ng/L	ng/L	ng/L
<b>Well 7A</b>	640	12.8	5.45	5.34	140	140
<b>Well 8A</b>	1,110	14.2	4.76	23.14	180	170
<b>Well 17A</b>	550	9.6	2.86	12.68	230	210
<b>IXTP Influent</b>	2,400	8.6	4.6	17	130	120
<b>WWTP Effluent</b>	6,250 (post tertiary)	5.0	ND	ND	20	4.6
<b>Desalter Brine</b>	980	52	NM	16.2	320	294
NOTES: NA – Not Applicable, NM – Not Measured, ND – Non-Detect						

### 1.4 Technical Memorandum Objectives

The primary purpose of the study was to identify and evaluate water treatment options by GAC or IX adsorption process to address PFOA, PFOS, and 1,2,3-TCP at the specific sites of interest identified above. As part of the study, rapid small-scale column testing (RSSCT) was performed on water samples from these locations with multiple types of IX and GAC media. Preliminary layouts and cost estimates were also developed.

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 2. Preliminary and RSSCT Testing Evaluations

The GAC and IX processes were selected by the City as the preferred main treatment options for evaluation for PFAS and 1,2,3-TCP. In order to evaluate the performance of different media, a series of tests were carried out, as detailed below.

#### 2.1 Testing Methods

##### 2.1.1 Batch Adsorption Tests for IX Resins

The purpose of the Batch Adsorption Screening Tests is to pre-select suitable IX resins for the selected source waters. Although a variety of commercial IX resins exist for PFAS removal, limited scope and budget of the RSSCT required to screen resins for actual testing. In addition, the water qualities of the Desalter Brine and the WWTP effluent are more complex than drinking water, consisting of high concentrations of dissolved organics and/or dissolved solids. A preliminary batch adsorption test can help quickly determine the best IX resin candidates for the appropriate water sources.

A detailed Preliminary Batch Adsorption Test Plan has been prepared and is included in **Appendix B**. A brief summary of the method is also presented below.

- a) Three water samples were selected for the Batch Adsorption Test to represent groundwater, Brine, and WWTP Effluent, as presented in Table 3.

*Table 3. Selected water quality parameter comparison of the selected water samples*

	Well 17a	Desalter Concentrate	WWTP #1 Effluent
PFOS (ng/L)	178.8	294	4.97
PFOA (ng/L)	182.5	320	18
1,2,3-TCP (ng/L)	12.7	16.2	NM
TDS (mg/L)	998	6,359	712.2
TOC (mg/L)	N/A	N/A	7.1
DOC (mg/L)	N/A	3.5	N/A
Sulfate (mg/L)	236.6	1,838	166.1
NOTES: (1) Data represented are averaged results based on the water quality data provided by the City.			

- b) Five commercial IX resins were selected as presented in Table 4. Table 5 presents the selected resin for each source water.

## EVALUATION OF PFAS TREATMENT SOLUTIONS

*Table 4. Pre-selected resin and their properties*

	Chemical structure	Functional Group	Single-use or regenerable	Applications
Resin #1	Polystyrene with divinylbenzene crosslink	Proprietary quaternary ammonium	Single-use	Groundwater/ Drinking Water
Resin #2	Polystyrene with divinylbenzene crosslink	Proprietary quaternary ammonium	Regenerable	Groundwater
Resin #3	Polystyrene with divinylbenzene crosslink	Proprietary tertiary amine	Regenerable	High Chloride/TDS
Resin #4	Polystyrene with divinylbenzene crosslink	Proprietary quaternary ammonium	Single-use	Groundwater/ Drinking Water
Resin #5	Polystyrene with divinylbenzene crosslink	Quaternary ammonium (Tri-n-butyl amine)	Single-use	Groundwater/ Drinking Water

*Table 5. Water samples and the resin candidates to be tested in batch adsorption experiments*

	Well 17a	Desalter Concentrate	WWTP #1 effluent
Resin #1	√		
Resin #2		√	√
Resin #3		√	
Resin #4	√		√
Resin #5		√	

- c) Batch Adsorption Tests were carried out by mixing a predetermined amount of the IX resins with the selected water samples for predetermined durations. The PFAS concentrations in the water before and after the adsorption is measured to evaluate removal by different media. The testing conditions are presented in Table 6. Because Well 17A is a drinking water source with relatively low concentrations of dissolved organic matter, only 5-minute batch adsorption experiments were conducted. For WWTP Effluent and Desalter Brine, 5-minute and 30-minute adsorption experiments were conducted.

*Table 6. Batch adsorption testing conditions*

Water sample	Resin mass (g)	Sample volume (mL)	Reaction time (min)	Mixing condition (RPM)
Well 17A	1	800	5	80
WWTP #1 Effluent	1	800	5 & 30	80
Desalter Concentrate	0.68	550	5 & 30	80
Note: (1) The sample volume and resin mass are reduced proportionally for Desalter Concentrate to accommodate the experiment with one additional resin.				

## EVALUATION OF PFAS TREATMENT SOLUTIONS

- d) The data and conclusions from the Batch Adsorption Tests will be presented in Section 3.2. All laboratory results are included in **Appendix C**.

### 2.1.2 IX RSSCT Verification Testing

The RSSCTs are designed to systematically scale-down and speed-up the treatment and contaminant break through process so that a meaningful evaluation can be done in a shorter timeline with a lower volume of water samples.<sup>2</sup> This is achieved by reducing the size of the adsorption media via grinding. The method has been widely tested with GAC, but comparatively less so with IX resins, mostly due to the concern that grinding will damage the structural property of the polymer resins. Recently a few studies (published and unpublished) have shown the effectiveness of using RSSCT with ground resins.<sup>3</sup> The project team has also communicated with several engineering and research teams with extensive knowledge on the subject and developed and adopted a protocol suitable for IX resins.

In order to verify the methods for IX RSSCT, a single-column RSSCT with IX resin was proposed. Concurrent with this project, the project team was operating IX pilot systems for a drinking water PFAS removal evaluation for another client in the Southern California area. The single-column RSSCT verification test was planned to use the same source water as the pilot tests to compare the breakthrough curves between the two systems and generate conversion factors to better correlate the RSSCT results with pilot results.

Verification tests were conducted for approximately two weeks and samples were taken and submitted for laboratory analysis. The testing method and preliminary results are presented and discussed in **Appendix D**.

### 2.1.3 RSSCT Treatment Evaluation

RSSCTs were conducted to help determine the effectiveness of PFAS and 1,2,3-TCP removal by different media in the six selected water sources. Each water source was evaluated with two types of GAC and one IX resin. The GAC used were Filtrasorb 400 (F400) and Filtrasorb 600 (F600) from Calgon Carbon, which have been widely used in drinking water treatment. The IX resins were selected from several different commercial products. The resin candidates for IXTM Influent, Desalter Brine, and WWTP Effluent were determined based on the Preliminary Batch Adsorption Tests (see Section 3.2.1).

Table 7 presents the combination of the water sources and the media to be evaluated in the RSSCT. A detailed testing method is presented below.

---

<sup>2</sup> Crittenden, John C., *et al.* "Predicting GAC Performance With Rapid Small-Scale Column Tests." *Journal (American Water Works Association)*, vol. 83, no. 1, 1991, pp. 77–87. JSTOR, [www.jstor.org/stable/41293124](http://www.jstor.org/stable/41293124)

<sup>3</sup> Charles E. Schaefer, Dung Nguyen, Paul Ho, Jihyon Im, and Alan LeBlanc, *Industrial & Engineering Chemistry Research* 2019 58 (22), 9701-9706

## EVALUATION OF PFAS TREATMENT SOLUTIONS

*Table 7. Water Sources and Media in the RSSCT*

Water Sources	Treatment Media		
Well 7A	Calgon F400	Calgon F600	ECT2 SORBIX LC4
Well 8A	Calgon F400	Calgon F600	DOWEX PSR2+
Well 17A	Calgon F400	Calgon F600	Purolite PFA694E
IXTP Influent	Calgon F400	Calgon F600	Purolite PFA694E
Desalter Brine	Calgon F400	Calgon F600	ECT2 SORBIX A3F
WWTP Effluent	Calgon F400	Calgon F600	DOWEX PSR2+

### a) Water Qualities

Table 8 presents more comprehensive water quality parameters of the six water sources, including the contaminants of interests, and parameters that may impact the adsorption and IX treatment such as TDS, sulfate, alkalinity, and chloride.

Water Samples were collected by the City from the sources in 55-gallon drums and transported to the RSSCT test location at the IXTP. New samples were collected every week.

Prior to feeding the RSSCT columns, the feed waters were filtered by 0.45 µm polyethersulfone filters to remove large particles and prevent clogging of the columns. Measurements of PFAS and 1,2,3-TCP before and after prefiltration are conducted. Prefiltration does not impact PFAS and 1,2,3-TCP concentrations in most water samples. An incidental removal of PFOS by the prefilter was observed (Approximately 22%) in Desalter Brine. This is possibly due to the removal of PFOS adsorbed onto particulate matters in the water and subsequent filtration. The water quality data is available in **Appendix D**.

*Table 8. Water Qualities of the Six Water Sources*

Location	Nitrate	Perchlorate	1,2,3-TCP	PFOA	PFOS	Total PFAS <sup>(1)</sup>	TDS	Sulfate	Alkalinity (CaCO <sub>3</sub> )	Chloride	DOC
Unit	mg/L as N	µg/L	ng/L	ng/L	ng/L	ng/L	mg/L	mg/L	mg/L	mg/L	mg/L
Well 7A	12.8	5.45	5.34	111.5	113.3	344	821	180	230	140	0.64
Well 8A	14.2	4.76	23.14	121.6	117.8	388	1,060	237	300	190	0.74
Well 17A	9.6	2.86	12.68	182.5	178.8	564	988	237	277	180	0.77
IXTP Influent	8.6	4.6	18.8	140	136.7	415	1,000	240	320	NM	0.8
WWTP Effluent	5.0	NM	ND	20	4.6	67.3	712	166	129	NM	7.1
Desalter Brine	52	NM	16.2	320	294	1,103	6,360	1,838	1,400	1,192	3.53
NOTES:											
(1) Total PFAS is the sum of 18 PFAS compounds measured by EPA method 537.1											
(2) NM – Not Measured											

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### b) RSSCT Design

The designed RSSCT experiments simulate full size GAC adsorption and IX vessels with the characteristics below. Studies have shown that in groundwater/drinking water conditions with low concentrations of competitive species (such as DOC), constant diffusivity (CD) scaling approach for RSSCT can accurately simulate the larger scale GAC systems for PFAS adsorption.<sup>4</sup> For Well 7A, Well 8A, Well 17A, and IXTP Influent, CD scaling was used to simulate full-size GAC adsorbers with 10 min of EBCT, and IX adsorbers with 3 min of EBCT.

For Desalter Brine and WWTP Effluent, due to the higher concentrations of DOC that could interfere with the adsorption, both the CD and proportional diffusivity (PD) (only with F400 GAC) RSSCT scaling approaches have been evaluated. Table 9 presents the test conditions of the RSSCT. The results from the RSSCT columns using CD and PD showed that the difference between the two scaling approaches are relatively minor. Detailed comparison and discussions between the two scaling approaches are included in **Appendix D**. Data from the CD columns are used in the results and discussions in Section 3.2.

*Table 9. RSSCT Testing Parameters*

Table 9-1 Simulated full-size vessels					
	GAC	IX			
	F400 & F600	PFA694E	PSR2+	LC4	A3F
Media size (mm)	1.11	0.675	0.7	0.6	0.62
Column diameter (ft)	12	8			
Bed depth (ft)	8	6			
EBCT (min)	10	3			
Hydraulic loading (GPM/ft <sup>2</sup> )	5.97	14.9			
Flow rate (GPM)	675	750			
Bed volume (cf)	905	300			

Table 9-2 Well 7A RSSCT Columns			
RSSCT Parameters	Column 1	Column 2	Column 3
Scaling Approach	CD	CD	CD
Media	F400	F600	LC4
Media size (mm)	0.115	0.115	0.115
Column diameter (cm)	0.46	0.46	0.46
Bed depth (cm)	2.7	2.7	2.7
EBCT (min)	0.107	0.107	0.11
Hydraulic loading (cm/min)	25.3	25.3	25.3
Flow rate (mL/min)	4.2	4.2	4.2
Bed volume (mL)	0.45	0.45	0.46
Mass of media (g)	0.255	0.247	0.238

<sup>4</sup> Zeng, C, *et al.* Removing per and polyfluoroalkyl substances from groundwaters using activated carbon and ion exchange resin packed columns. AWWA Wat Sci. 2020; e1172. doi.org/10.1002/aws2.1172

## EVALUATION OF PFAS TREATMENT SOLUTIONS

Table 9-3 Well 8A RSSCT Columns			
RSSCT Parameters	Column 1	Column 2	Column 3
Scaling Approach	CD	CD	CD
Media	F400	F600	PSR2+
Media size (mm)	0.115	0.115	0.115
Column diameter (cm)	0.46	0.46	0.46
Bed depth (cm)	2.7	2.7	2.05
EBCT (min)	0.107	0.107	0.08
Hydraulic loading (cm/min)	25.3	25.3	25.3
Flow rate (mL/min)	4.2	4.2	4.2
Bed volume (mL)	0.45	0.45	0.34
Mass of media (g)	0.255	0.247	0.191

Table 9-4 Well 17A RSSCT Columns			
RSSCT Parameters	Column 1	Column 2	Column 3
Scaling Approach	CD	CD	CD
Media	F400	F600	PFA694E
Media size (mm)	0.115	0.115	0.115
Column diameter (cm)	0.46	0.46	0.46
Bed depth (cm)	2.7	2.7	2.2
EBCT (min)	0.107	0.107	0.087
Hydraulic loading (cm/min)	25.3	25.3	25.3
Flow rate (mL/min)	4.2	4.2	4.2
Bed volume (mL)	0.45	0.45	0.366
Mass of media (g)	0.255	0.247	0.21

Table 9-5 IXTP Influent RSSCT Columns			
RSSCT Parameters	Column 1	Column 2	Column 3
Scaling Approach	CD	CD	CD
Media	F400	F600	PFA694E
Media size (mm)	0.115	0.115	0.115
Column diameter (cm)	0.46	0.46	0.46
Bed depth (cm)	2.7	2.7	2.2
EBCT (min)	0.107	0.107	0.087
Hydraulic loading (cm/min)	25.3	25.3	25.3
Flow rate (mL/min)	4.2	4.2	4.2
Bed volume (mL)	0.45	0.45	0.366
Mass of media (g)	0.255	0.247	0.21

## EVALUATION OF PFAS TREATMENT SOLUTIONS

Table 9-6 WWTP Effluent RSSCT Columns				
RSSCT Parameters	Column 1	Column 2	Column 3	Column 4
Scaling Approach	CD	CD	CD	PD
Media	F400	F600	PSR2+	F400
Media size (mm)	0.15	0.15	0.15	0.15
Column diameter (cm)	1.0	1.0	1.0	1.0
Bed depth (cm)	3.84	3.84	0.64	7.2
EBCT (min)	0.486	0.486	0.081	1.35
Hydraulic loading (cm/min)	7.89	7.89	7.89	5.34
Flow rate (mL/min)	6.2	6.2	6.2	4.2
Bed volume (mL)	3.01	3.01	0.5	5.67
Mass of media (g)	1.65	1.61	0.276	3.1

Table 9-7 RO Brine RSSCT Columns				
RSSCT Parameters	Column 1	Column 2	Column 3	Column 4
Scaling Approach	CD	CD	CD	PD
Media	F400	F600	A3F	F400
Media size (mm)	0.115	0.115	0.115	0.15
Column diameter (cm)	0.46	0.46	0.46	1.0
Bed depth (cm)	2.7	2.7	2.61	7.2
EBCT (min)	0.107	0.107	0.103	1.35
Hydraulic loading (cm/min)	25.3	25.3	25.3	5.34
Flow rate (mL/min)	4.2	4.2	4.2	4.2
Bed volume (mL)	0.45	0.45	0.43	5.67
Mass of media (g)	0.255	0.247	0.243	3.1

### c) Media Preparation and RSSCT Columns

The RSSCT columns used in the experiments are stainless steel Restek liquid chromatography columns with 0.46 cm inner diameter and 10 cm length. PEEK (Polyetheretherketone), EPDM (Ethylene propylene diene monomer), HDPE (high-density polyethylene), and PP (polypropylene) materials are used in the tubing and connectors to minimize interference with PFAS. In the case of the WWTP Effluent, significant clogging and a decrease in flow rate was observed with the small media size (0.115 mm) and column. Subsequently, the experiments with WWTP Effluent were conducted with 0.15 mm media size in a 1 cm glass column. The RSSCT with PD scaling were also conducted with 0.15 mm media size in a 1 cm glass column.

Water samples were fed to the columns via a variable speed peristaltic pump. The flow rate was calibrated prior to the testing and measured and adjusted during the course of the testing to maintain the desired flow rate.

## EVALUATION OF PFAS TREATMENT SOLUTIONS

The GAC were ground using a blender and sieved by mesh 120 and mesh 140 sieves. The media between the sieves were used to achieve an average particle size of 0.115 mm. To achieve the average particle size of 0.15 mm, mesh 80 and mesh 120 sieves were used to sieve the ground media.

The IX resins were ground using mortar and pestle and sieved by mesh 120 and mesh 140 sieves. Prior to grinding, the media was vacuum dried under 60 °C overnight. The ground and sieved media was soaked in deionized water overnight and sieved by mesh 120 and mesh 140 sieves again.

The grounded dry media were weighed to the desired mass for the corresponding columns per Table 8. The weighed media were then stored in deionized water and wet-packed into the columns within 48 hr.

The media were packed in columns bedded with a layer of glass wool. After adding the desired amount of media in the column, another layer of glass wool was added on top of the media bed. Each packed column was flushed with deionized water for approximately 12 – 16 hr before starting the experiment.

Figure 1 presents a photo of the RSSCT column set up for the treatment evaluation testing.



*Figure 1. RSSCT column set up*

### d) Sampling

Samples were collected in 1 L narrow mouth PP sampling bottles, twice a day via a timed rotating automatic sampler. After collection, the samples were transferred into two 250 mL PP bottles with Trisma preservative for PFAS analysis, as well as three 40 mL amber glass vials

## EVALUATION OF PFAS TREATMENT SOLUTIONS

with HCl preservative for 1,2,3-TCP analysis. Selected samples were submitted to the certified laboratory (Eurofins) for analysis every two to three days. The rest of the samples were stored in a 4°C fridge at the City's Temescal Desalter. Additional samples were submitted as needed based on the results from the previously submitted samples. PFAS was analyzed by EPA 537.1 method and 1,2,3-TCP was analyzed by SRL-524M method. The detailed analytical methods are attached in **Appendix E**. All laboratory results are included in **Appendix C**.

## 2.2 Results and Discussions

### 2.2.1 Preliminary Batch Adsorption

Table 10 presents the Preliminary Batch Adsorption results with IXTP Influent, WWTP Effluent, Desalter Brine, and the five selected resins. Figure 2 presents the ratios of the PFAS concentrations after and before adsorption ( $C/C_0$ ). A lower  $C/C_0$  indicates better removal performance.

Overall, the removal performances of different resins did not show drastic differences in most cases. Based on Figure 2, Resin #1 (Purolite PFA694E) in Well 17A, Resin #4 (DOWEX PSR2+) in WWTP Effluent, and Resin #2 (ECT2 Sorbix A3F) in Desalter Brine slightly outperformed the other resin candidates. They were thusly chosen as the IX resin candidates used in the subsequent RSSCT experiments.

*Table 10. Preliminary Batch Adsorption Results*

	5 min Adsorption		30 min Adsorption	
	PFOS (ng/L)	PFOA (ng/L)	PFOS (ng/L)	PFOA (ng/L)
Well 17A				
Raw	240	250	-	-
Resin #1	210	220	-	-
Resin #4	210	240	-	-
WWTP Effluent				
Raw	3.4	14	3.4	14
Resin #2	3.0	12	2.2	9.0
Resin #4	3.1	13	2.3	9.2
Desalter Brine				
Raw	350	390	350	390
Resin #2	220	300	120	190
Resin #3	270	370	190	250
Resin #5	260	330	140	200

## EVALUATION OF PFAS TREATMENT SOLUTIONS

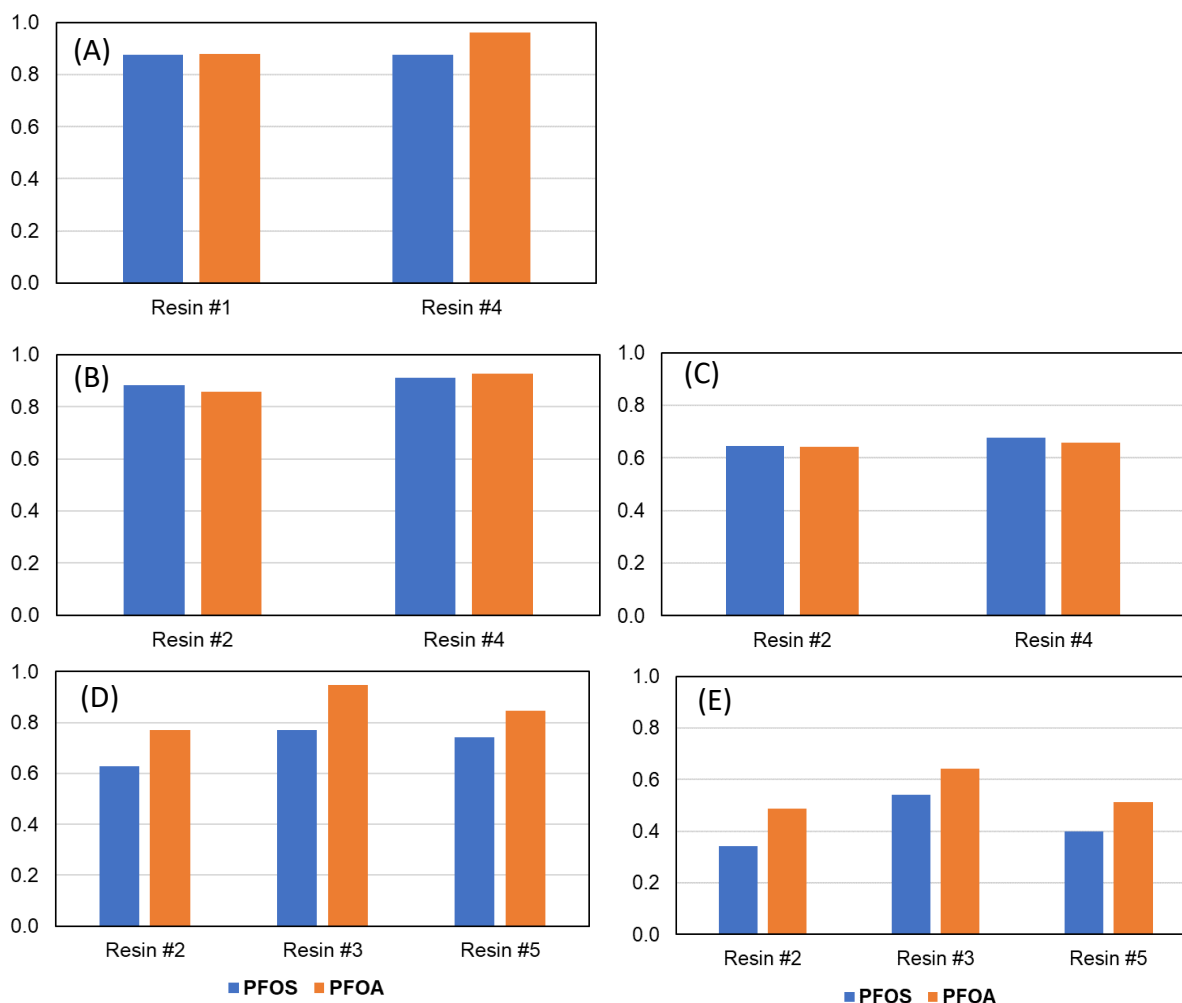


Figure 2. Preliminary Batch Adsorption Results for (A) 5 min adsorption with Well 17A; (B) 5 min adsorption with WWTP Effluent; (C) 10 min adsorption with WWTP; (D) 5 min adsorption with Desalter Brine; and (E) 10 min adsorption with Desalter Brine.

### 2.2.2 RSSCT Results

#### a) Performance Projection by Technology Providers

The bed volume capacities of F400 in treating PFOS, PFOA, and 1,2,3-TCP under the six water conditions were evaluated by Calgon Carbon via modeling projection. A projection model has not been sufficiently developed for F600. An empirical PFOA bed volume capacity estimation of Sorbix LC4 (Well 7A), Sorbix A3F (Desalter Brine), and Purolite PFA694E (Well 17a and IXTP Influent) was also provided by ECT2. Since PFOA will drive the breakthrough, PFOS bed volume capacity estimation was not provided.

## EVALUATION OF PFAS TREATMENT SOLUTIONS

Table 11 presents the results of the performance projections. It is noted that in Calgon's modeling, the treatment targets were set at 2 ng/L for PFOS and PFOA to meet the notification level limits. When the response levels are used as treatment targets, the projected bed volume capacities will be slightly higher, but the difference is not expected to be significant considering the relatively small difference between the response and notification levels.

The F400 modeling projection shows that PFOA drives the breakthrough. F400 in WWTP Effluent, which has the PFOA concentration 5 – 15 times lower than the other sources, was projected with a capacity of 69,000 bed volumes. Desalter Brine had the lowest F400 capacity (16,500 bed volumes). The differences in drinking water sources, namely Well 7A, 8A, 17A, and IXTP Influent, were comparatively minor. Well 7A had the highest bed volume projection (26,500) followed by IXTP Influent (24,000). The WWTP Effluent and Desalter Brine had more complex water quality conditions compared with drinking water sources, including the high levels of dissolved ions and total organic carbon (TOC). The degree of accuracy of the modeling projections to fully take into account of these interferences remains to be examined.

For the IX Resin projections, Well 7A, 17A, and IXTP Influent were at 230,000 with their respective resin candidates. Desalter Brine had the lowest performance projection at 50,000 bed volumes.

*Table 11. Modeling Projection of the F400 bed volume capacities*

Source	1,2,3-TCP		PFOS		PFOA		
	Raw (ng/L)	F400 Bed Volumes	Raw (ng/L)	F400 Bed Volumes	Raw (ng/L)	F400 Bed Volumes	Resin Bed volumes
Well 7A	5.74	70,500	150	33,750	140	26,250	230,000
Well 8A	26.8	45,750	170	30,000	180	23,250	NA <sup>(2)</sup>
Well 17A	16.4	47,250	210	27,000	230	21,000	230,000
Desalter Brine	16.2	37,500	420	20,250	380	16,500	50,000
IXTP Influent	21.1	45,000	150	31,500	150	24,000	230,000
WWTP Effluent	_(3)	_(3)	6.6	>75,000	24	69,000	NA <sup>(2)</sup>
NOTES: (1) Historical maximum raw water concentrations were used for the projections. (2) Modeling or empirical estimation for PSR2+ was not available. (3) 1,2,3-TCP in raw WWTP Effluent was non-detectable.							

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### b) Drinking Water Sources (Well 7A, 8A, 17A, and IXTP Influent)

The PFOS, PFOA, and 1,2,3-TCP breakthrough curves of the selected media for Well 7A, 8A, 17A, and IXTP Influent are presented in Figure 4 and Figure 5. Table 12 summarizes the approximate bed volumes treated before PFOA reaches the response level. It is noted that the breakthrough curves in Figure 4 are approximate trendlines only, thus the bed volumes at the time of breakthrough only serve as rough estimations.

Among the water sources, PFOS and PFOA breakthrough occurred later in Well 7A and IXTP Influent as compared to Well 8A and 17A. This correlates with the raw water PFAS concentrations at these sources. Well 7A and IXTP Influent had PFOS and PFOA at about 140 ng/L. Comparatively, Well 17A had about 230 ng/L PFOS and PFOA, roughly 60% higher than Well 7A and IXTP Influent. Well 8A had 180 ng/L PFOS and PFOA, roughly 30% higher than Well 7A and IXTP Influent. Higher PFAS concentration contributes to a faster saturation of the media and earlier breakthrough. In all cases, PFOA breakthrough occurred earlier than PFOS and determines the bed volume capacity of the medias.

Comparing the different media used, F400 was able to treat more bed volumes of water than F600 before reaching breakthrough. IX resins showed higher bed volume capacity than GACs for PFAS. It is important to note that bed volume treated between GAC and IX does not equal to volume of water treated because the bed volumes differ in size. Based on the full size example presented in Table 9, GAC bed volume is about three times that of IX resins (three times bed volume treated for IX is comparable to one bed volume treated for GAC). The relationship between bed volume and actual volume treated is illustrated in Figure 3.

IX Resins show good longevity in PFAS removal under these water conditions. However, the resin was not able to remove 1,2,3-TCP. As presented in Figure 5, the F400 and F600 was able to effectively remove 1,2,3-TCP to non-detectable levels for more than 80,000 bed volumes. Some incidental 1,2,3-TCP removal was observed with the IX resins, but they were not able to effectively control 1,2,3-TCP to below MCL levels. It is noted that for this particular sample collected from Well 7A, the 1,2,3-TCP was non-detectable in the raw water. Historical data does show 1,2,3-TCP exists in Well 7A (average at 5.34 ng/L, Table 8). This needs to be factored in when considering IX resin treatment at Well 7A.

## EVALUATION OF PFAS TREATMENT SOLUTIONS

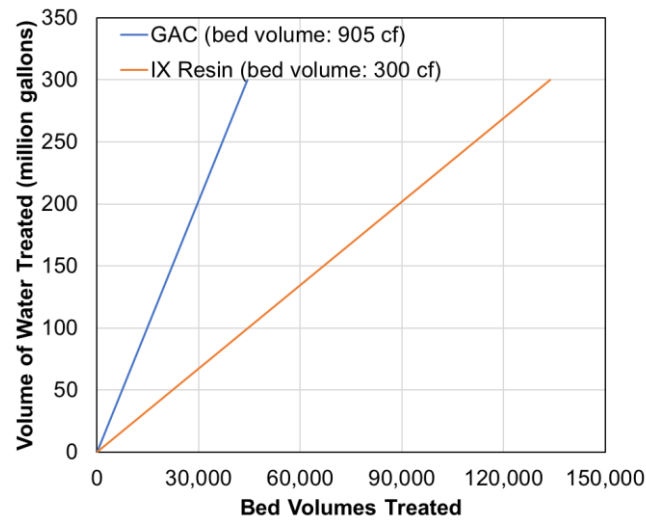


Figure 3 Bed Volumes vs. Actual Volume of Water Treated for GAC and IX Resin

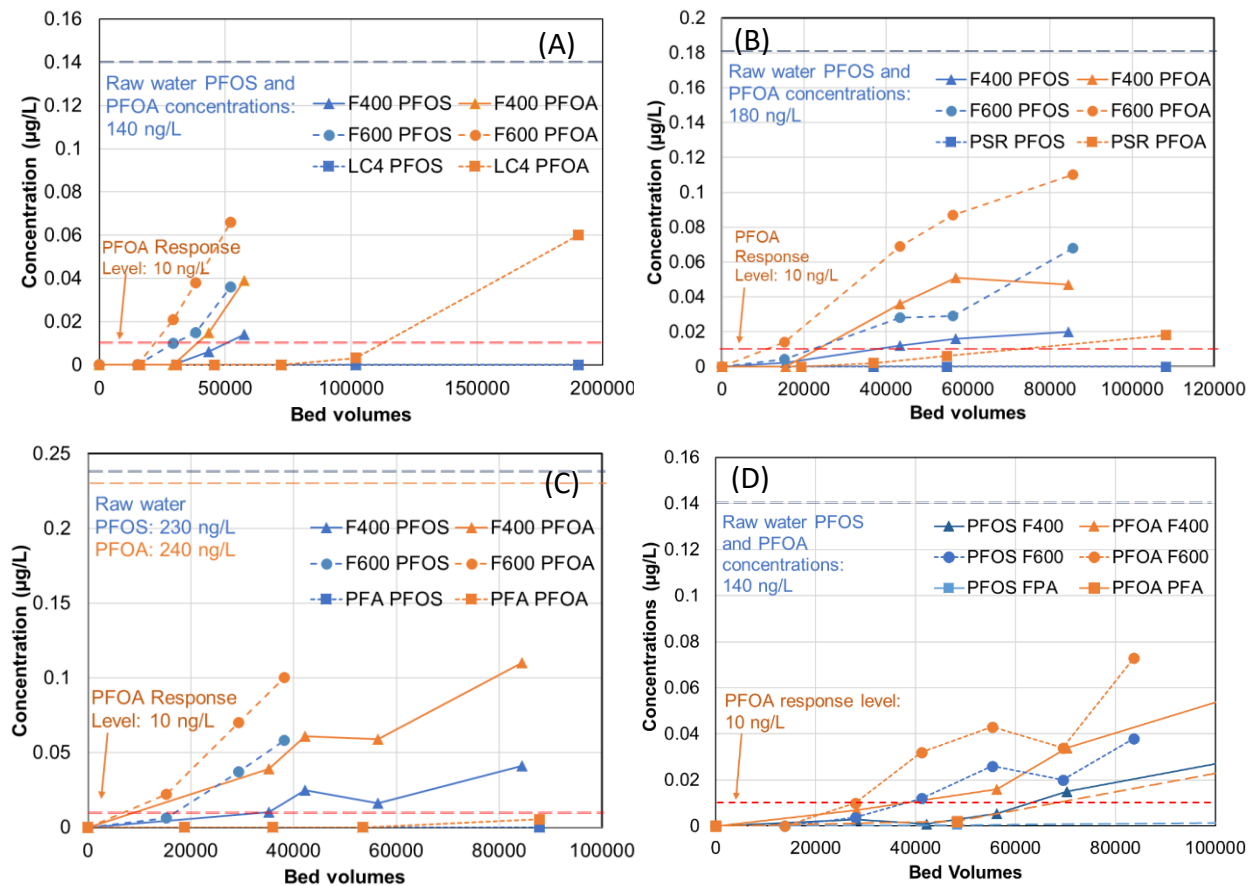


Figure 4. PFOS and PFOA Breakthrough Curves for (A) Well 7A; (B) Well 8A; (C) Well 17A, and (D) IXTP Influent

## EVALUATION OF PFAS TREATMENT SOLUTIONS

Table 12. RSSCT Estimated Bed Volumes Treated Before PFOA Breakthrough Exceeds Drinking Water Response Level

Bed Volume Treated	F400	F600	IX Resin
Well 7A	40,000	22,000	120,000
Well 8A	20,000	18,000	75,000
Well 17A	10,000	10,000	90,000
IXTP Influent	40,000	22,000	70,000
WWTP Effluent <sup>(1)</sup>	10,000	7,000	130,000
Desalter Brine <sup>(1)</sup>	13,000	5,000	5,000

NOTES:  
 (1) Drinking Water Response Levels do not apply to WWTP Effluent and Desalter Brine, and are used as reference points for comparison purposes.

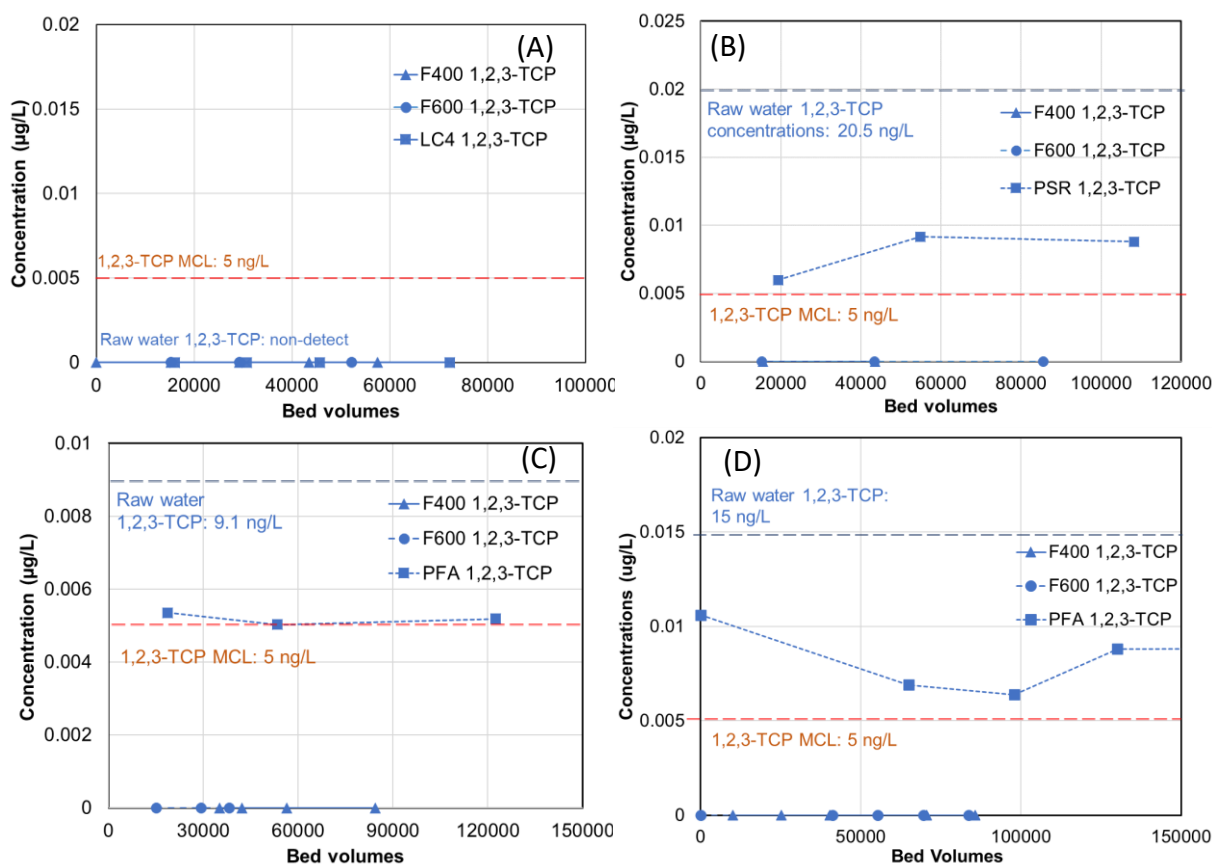


Figure 5. 1,2,3-TCP Breakthrough Curves for (A) Well 7A; (B) Well 8A; (C) Well 17A, and (D) IXTP Influent

### c) WWTP Effluent and Desalter Brine

Compared with the drinking water sources, the WWTP Effluent and Desalter Brine pose more challenging water conditions. Desalter Brine is a high strength stream with total PFAS at 1,103

## EVALUATION OF PFAS TREATMENT SOLUTIONS

ng/L, TDS at 6,360 mg/L, sulfate at 1,838 mg/L, Alkalinity at 1,400 mg/L ( $\text{CaCO}_3$ ), chloride at 1,192 mg/L, and DOC at 3.53 mg/L. Although WWTP Effluent has low concentrations of PFAS, it has a high TOC concentration of 7.1 mg/L. High concentrations of anionic species will impact PFAS removal by IX resins, and high concentrations of total/dissolved organic contents will foul and /or compete with the adsorption and removal of the target contaminants by GAC.

The PFAS breakthrough results have shown the impacts of these challenging conditions (Figure 6). In WWTP Effluent, PFOA breakthrough occurred fairly early with F400 and F600 GAC, exceeding California drinking water response level at approximately 10,000 bed volumes. The breakthrough with IX resin in WWTP Effluent occurred much later in comparison, lasting more than 120,000 bed volumes. As mentioned, the early breakthrough with GAC is likely due to the fouling and/or competition by the organics in the water.

For Desalter Brine, PFOA from the F600 and IX resin columns exceeded the California drinking water response level at only approximately 5,000 bed volumes. The F400 column exceeded the California PFOA drinking water response level at approximately 13,000 bed volumes. The estimated bed volume capacities are presented in Table 12.

Similar to the cases in drinking water, in WWTP Effluent and Desalter Brine, PFOA determines the breakthrough. For the IX resin in Desalter Brine, although PFOS was effectively controlled at a low level, early PFOA breakthrough still rendered the overall PFAS treatment ineffective.

For 1,2,3-TCP treatment, the GAC was able to achieve non-detectable removal in Desalter Brine during the duration of the testing. 1,2,3-TCP was not detected in the raw WWTP Effluent. The IX resin showed a limited level of removal of 1,2,3-TCP in Desalter Brine (<25%). The IX resin used in Desalter Brine (Sorbix A3F) was a macro-porous type resin. It is possible that a small portion of the 1,2,3-TCP was removed via adsorption into the macro-pores. However, this mechanism cannot achieve high removal, since the primary removal mechanism of the resin is still ion exchange which exert no effect on 1,2,3-TCP.

## EVALUATION OF PFAS TREATMENT SOLUTIONS

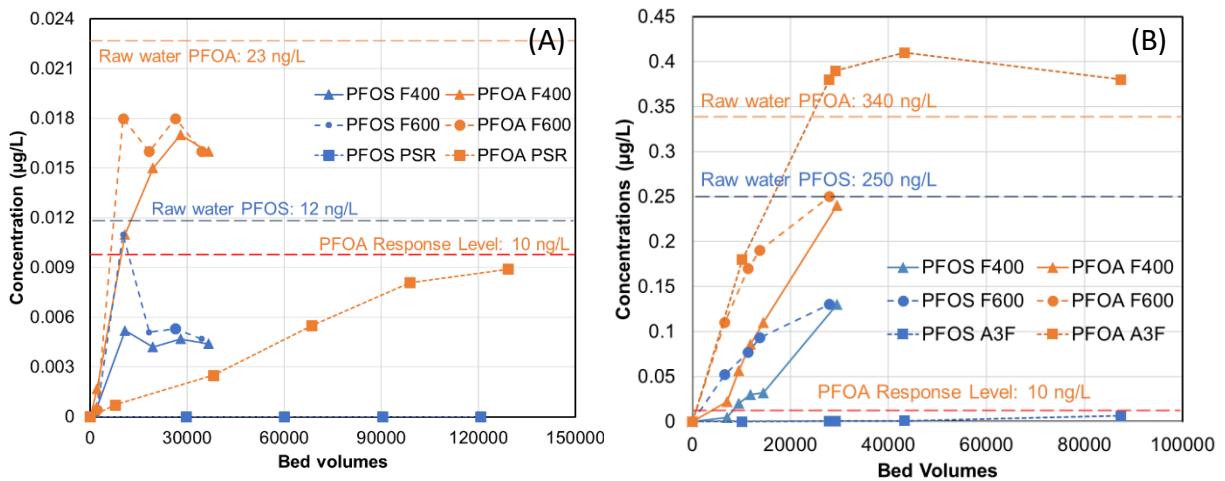


Figure 6. PFOS and PFOA Breakthrough Curves for (A) WWTP Effluent and (B) Desalter Brine

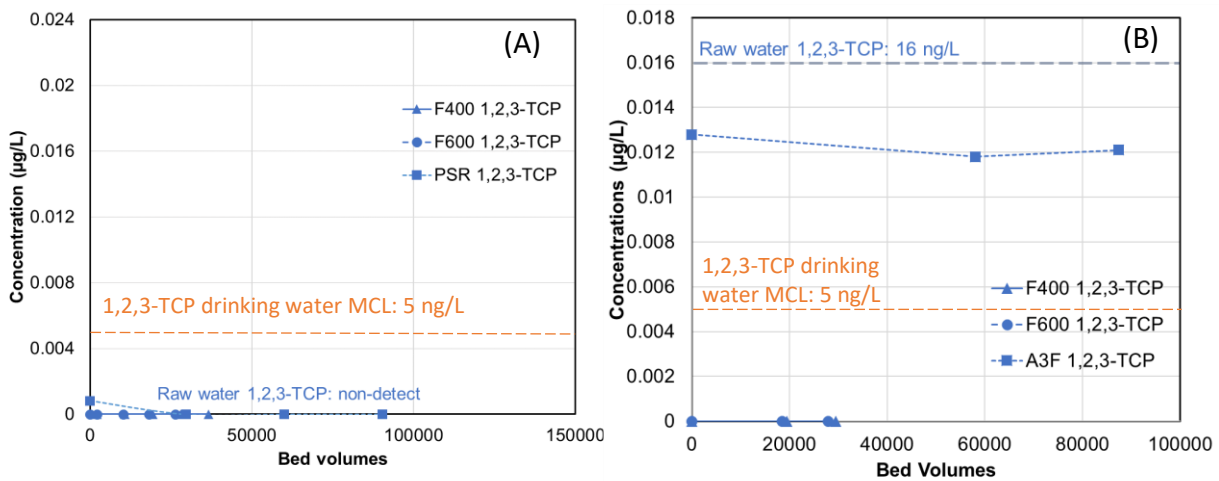


Figure 7. 1,2,3-TCP Breakthrough Curves for (A) WWTP Effluent and (B) Desalter Brine

### 2.3 Comparison between RSSCT and Modeling Projections

The PFOA bed volume capacity estimated from the RSSCT and the modeling projections is presented in

Table 13. A similar trend between the two estimations can be observed although there are discrepancies with specific results, which is expected since the projections were conducted with different methods. For treatment of drinking water sources, F400 has the highest capacity with Well 7A and IXTP Influent. A major difference is observed with the WWTP Effluent. The modeling projection showed exceptional capacity of 69,000 bed volumes, while the RSSCT showed the least

## EVALUATION OF PFAS TREATMENT SOLUTIONS

capacity at only 10,000. This is likely attributed to the interference of TOC concentration in the water. The modeling may not be able to accurately predict the competitive and/or fouling behavior of organics for F400.

The bed volumes projection for IX resins were significantly higher than what were observed from the RSSCT. The projection was conducted based on empirical data from previous bench and pilot testing conducted under similar water conditions. The projection may not be able to accurately account for all the specific water quality parameters in the water sources and impacts that these parameters impose on the actual performance due to competition, masking of adsorption sites, etc. The RSSCT generated more conservative results. For a higher degree of certainty on the resin performance, a pilot testing is needed.

*Table 13. PFOA Bed Volume Capacity Comparison between Projections and RSSCT*

Water Sources	F400 Bed Volumes		IX Resins Bed Volumes	
	RSSCT	Projection	RSSCT	Projection
Well 7A	40,000	26,250	120,000	230,000
Well 8A	20,000	23,250	75,000	-
Well 17A	10,000	21,000	90,000	230,000
IXTP Influent	40,000	24,000	70,000	230,000
WWTP Effluent	10,000	69,000	130,000	-
Desalter Brine	13,000	16,500	5,000	50,000

### 2.4 Conclusions from RSSCT

The following conclusions can be drawn from the RSSCT tests

- For both GACs and all IX resins evaluated, PFOA breakthrough occurs earlier than PFOS.
- F400 GAC is more effective than F600 GAC in removal of PFOS and PFOA, as demonstrated by the longer bed volume capacity in most of the water conditions.
- Both GACs were able to effectively remove 1,2,3-TCP, achieving non-detectable removal during the duration of the tests for all of the water sources.
- The selected IX resins were able to achieve longer bed volume capacity compared with GACs in treating PFOS and PFOA from the drinking water sources. Cost estimates are needed to compare the life cycle cost of each option.
- IX resins cannot effectively remove 1,2,3-TCP. GAC will be needed if 1,2,3-TCP removal is required.

The bed volume capacity from RSSCT serves as a preliminary evaluation and estimation, suitable for Class 5 to 4 cost estimates. If a more accurate prediction of media replacement and O&M costs are required, pilot testing is recommended.

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 3. Preliminary Design

A number of combinations of treatment options were considered including IX, GAC, and RO. For all options, treatment at Well 7 is assumed to be local to the wellhead. This is because Well 7 effluent is not directed to the IXTP. The sizing of GAC systems assumes an EBCT of approximately 10 minutes for removal of PFOA, PFOS, and 1,2,3-TCP. Currently, the City is operating Wells 7A, 8A, 17A, and 33 at lower flow rates than the maximum capacity of the wells. This is due to the need to account for blending and treatment of certain contaminants in these wells. Preliminary Design and Cost Estimates have been based on the maximum capacity of the wells as provided by the City rather than the current flow rates and represent an increase in groundwater extraction compared with current operation.

#### 3.1 Treatment Options

Specific preliminary options which were considered are as follows:

- New Wellhead GAC – Install GAC systems at individual wellheads for removal of 1,2,3-TCP, PFOA, and PFOS.
- Convert IXTP Media to GAC – Convert the IX vessels and media to GAC systems for removal of 1,2,3-TCP, PFOA, and PFOS.
- Convert IXTP Media to GAC, New IX System – Convert the IX vessels and media to GAC systems for removal of 1,2,3-TCP, PFOA, and PFOS. Install a new IX system in the vicinity of the IXTP.
- Convert IXTP Media to GAC, Expand Desalter RO – Convert the IXTP to GAC for removal of 1,2,3-TCP, PFOA, and PFOS and divert flow for further treatment at the existing Desalter for nitrate and perchlorate. Assumes sufficient existing capacity at the Desalter and in the pipelines.
- Convert IXTP Media to GAC, New RO Facility - Convert the IXTP to GAC for removal of 1,2,3-TCP, PFOA, and PFOS and construct a new RO facility in the vicinity of the IXTP for nitrate and perchlorate.
- Replace IXTP with RO – Replace the IXTP with RO. Construct a new brine line pipeline.
- Keep IXTP and Expand Desalter RO – Direct flows from IXTP effluent to the Desalter prior to distribution.
- WWTP Effluent Treatment – Install GAC or IX treatment for PFOA and PFOS (no 1,2,3 TCP)
- Desalter Brine Treatment – Install GAC or IX treatment for PFOA and PFOS.

The last five options on the list were eliminated from further consideration for the following reasons:

Convert IXTP Media to GAC, New RO Facility - The existing IXTP site does not have sufficient existing capacity in terms of brine discharge, electrical load, and footprint.

Replace IXTP with RO: The City prefers removal of PFAS from the water cycle rather than discharge through brine disposal. This option removes the PFAS and other contaminants from the drinking water system, but still requires discharge of contaminated brine. Additionally, the

## EVALUATION OF PFAS TREATMENT SOLUTIONS

existing IXTP site does not have enough existing capacity for a new RO system in terms of brine discharge, electrical load, and footprint.

Keep IXTP and Expand Desalter RO: The City prefers removal of PFAS from the water cycle rather than through brine disposal. This option removes the PFAS and other contaminants from the drinking water system, but still requires disposal of PFAS contaminated liquids.

WWTP Effluent Treatment: Preliminary column tests indicated that the water quality does not lend itself to efficient use of GAC or IX media.

Desalter Brine Treatment: Preliminary column tests indicated that the water quality does not lend itself to efficient use of GAC or IX media.

Options which remain for further evaluation are as follows:

**Option 1** – New Wellhead GAC

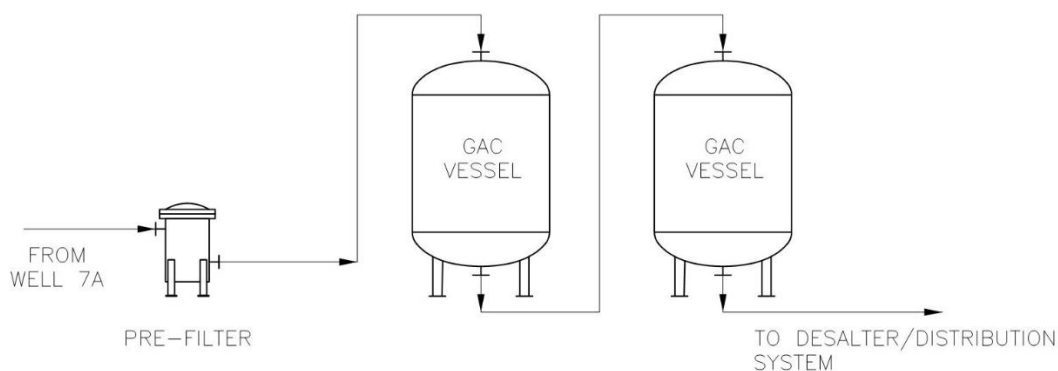
**Option 2** – Convert IXTP Media to GAC

**Option 3** – Convert IXTP Media to GAC, New IX System

**Option 4** – Convert IXTP Media to GAC, Expand Desalter RO

For the four options, the target EBCT for PFOA/PFOS removal is 10 minutes per vessel for GAC. The resulting quantities of GAC media are the recommended minimums to meet this EBCT.

As noted, Well 7A treatment will consist of onsite wellhead GAC treatment as shown in Figure 8. The existing Desalter and blending stations will treat for nitrate and perchlorate while the GAC vessels will treat for 1,2,3-TCP, PFOA, and PFOS. A pre-filter will be installed to protect the media from silting and total suspended solids (TSS). Based on a maximum flow capacity of 1,300 GPM, the vessel configuration consists of two (2) fourteen-foot diameter vessels in lead/lag configuration, each containing a minimum of 1,738 cubic feet of GAC media to meet an EBCT of 10 minutes per vessel.



*Figure 8. Well 7A Process Flow Diagram*

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 3.1.1 Option 1 – New Wellhead GAC

This option, as shown in Figure 9, consists of local wellhead treatment for 1,2,3-TCP, PFOA, and PFOS for the three wells. A pre-filter will be installed at each wellhead to protect the media from silting and TSS. The GAC systems will consist of a lead/lag configuration and will be sized for the rated flow of each well. The systems at Well 8A and Well 17A will be installed for removal of PFOA, PFOS, and 1,2,3-TCP. The system at Well 33 will primarily target 1,2,3-TCP removal due to the relatively low concentrations of PFOA/PFOS. Based on a maximum flow capacity of 1,500 GPM, the vessel configuration for Well 8A consists of four (4) 12-foot diameter vessels in two parallel trains of lead/lag configuration, each containing a minimum of 1,003 cubic feet of GAC media to meet an EBCT of 10 minutes. Based on a maximum flow capacity of 1,500 GPM, the vessel configuration for Well 17A consists of four (4) 12-foot diameter vessels in two parallel trains of lead/lag configuration, each containing a minimum of 1,003 cubic feet of GAC media to meet an EBCT of 10 minutes. Based on a maximum flow capacity of 1,500 GPM, the vessel configuration for Well 33 consists of four (4) 12-foot diameter vessels in two parallel trains of lead/lag configuration, each containing a minimum of 1,003 cubic feet of GAC media to meet an EBCT of 10 minutes.

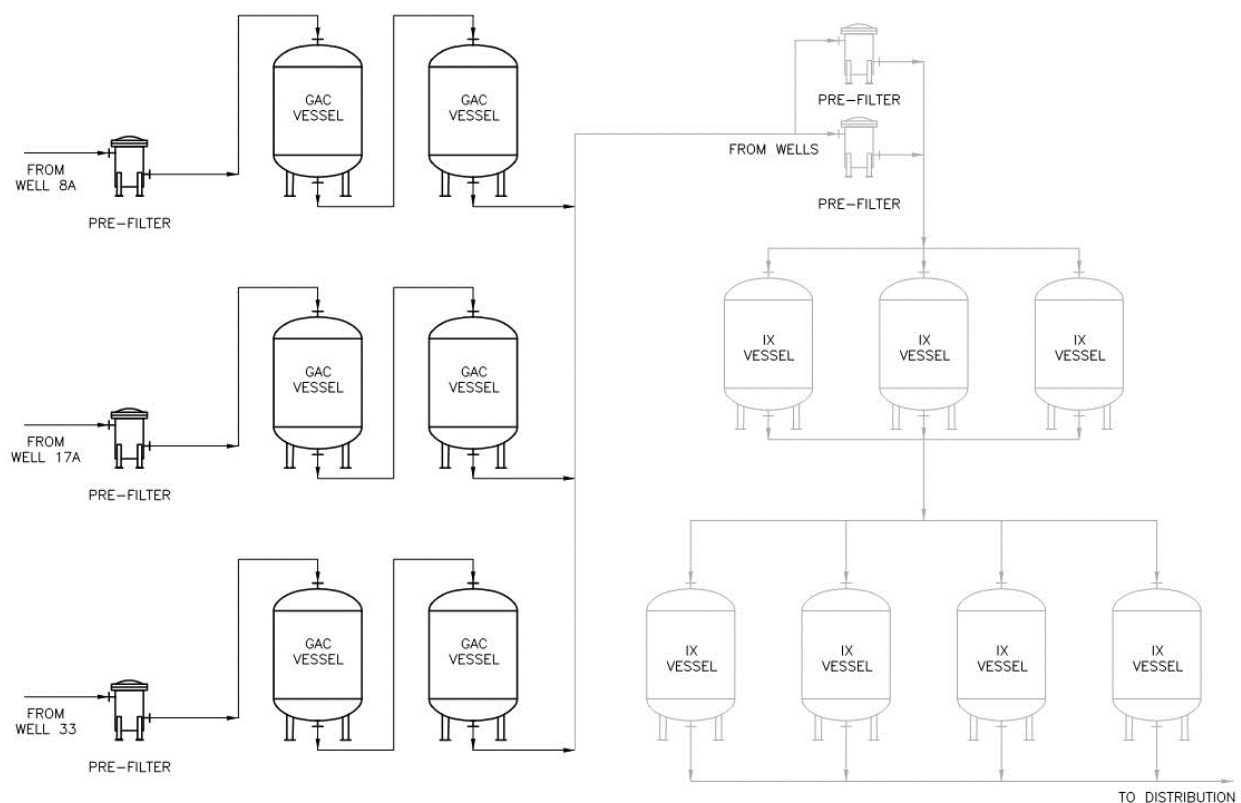


Figure 9. Option 1 Process Flow Diagram

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 3.1.2 Option 2 – Convert IXTP Media to GAC

Two versions of this option were considered. Option 2A, as shown in Figure 10, consists of conversion of the entire IX system at the IXTP to GAC with a lead-lag configuration. Additionally, modifications to the existing vessels will be made to accommodate the new media, such as removal of the internal regeneration manifold pipes, and some interconnecting piping will be modified. New piping and valves will be installed in the IXTP building to accommodate lead-lag operation for the GAC vessels. Based on the size and number of existing vessels, one new GAC vessel will also be installed to accomplish a 9.8-minute EBCT for PFOS, PFOA, and 1,2,3-TCP.

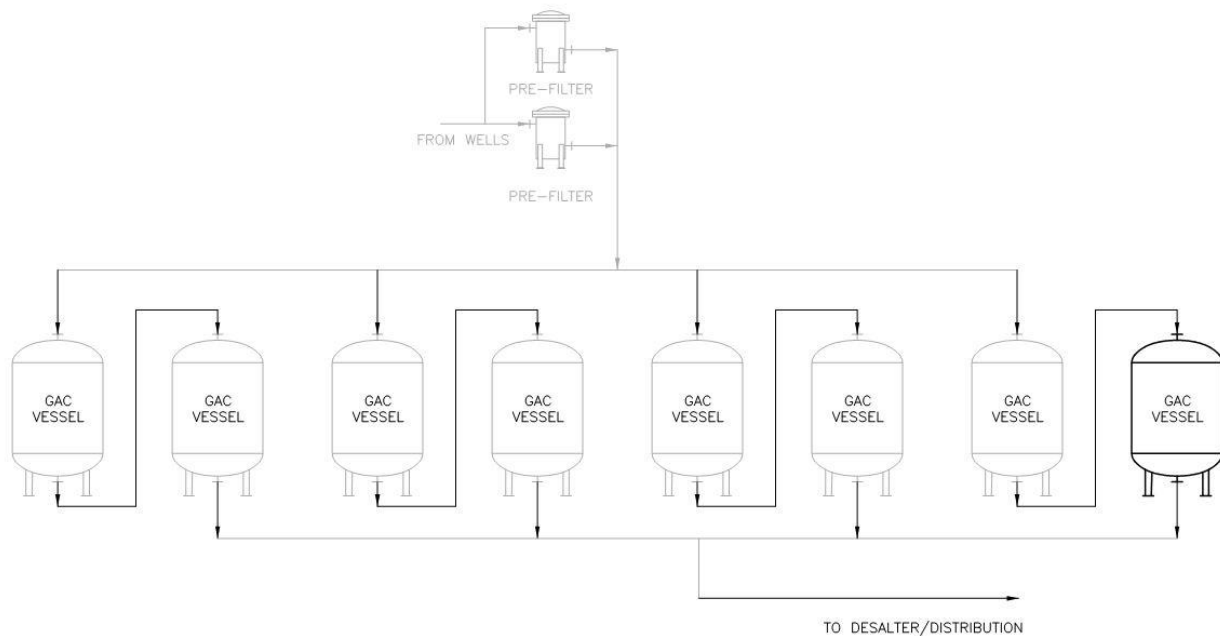


Figure 10. Option 2A Process Flow Diagram

## EVALUATION OF PFAS TREATMENT SOLUTIONS

Option 2B, as shown in Figure 11, consists of conversion of only the regenerable nitrate IX system at the IXTP to GAC with a parallel single pass configuration. Additionally, modifications to the existing vessels will be made to accommodate the new GAC media. The resulting EBCT will also be approximately 9.8 minutes per vessel, however, there will only be a single pass for treatment and no lag vessel. The resulting configuration would include a single pass IX system for perchlorate removal and a single pass GAC system for PFOS, PFOA, and 1,2,3-TCP removal. The parallel configuration will require considerations related to both operational costs and permitting. The Department of Drinking Water (DDW) may not allow parallel configuration for treatment. Additionally, lead/lag configurations allow for more efficient use of the GAC media, which can reduce changeout frequency and annual costs. As there is no downstream vessel in parallel configuration, changeout typically must occur earlier in order to prevent breakthrough above acceptable levels.

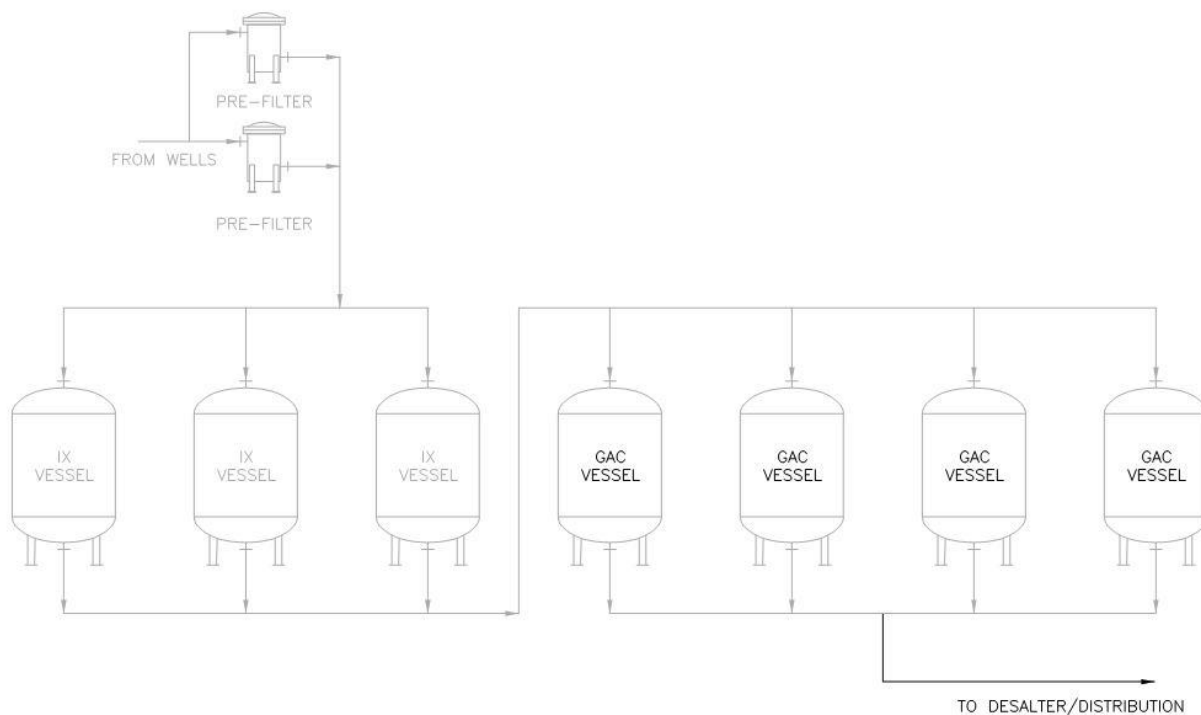


Figure 11. Option 2B Process Flow Diagram

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 3.1.3 Option 3 – Convert IXTP Media to GAC, New IX System

This option, as shown in Figure 12, consists of conversion of both single use IX and regenerable IX systems at the IXTP to GAC and construction of a new regenerable IX system in the vicinity of the IXTP. The new regenerable IX system will be an automated system sometimes referred to as continuously regenerable. This system will treat for perchlorate and nitrate followed by GAC treatment for PFOA, PFOS, and 1,2,3-TCP. While an extension of the brine line connection to the new IX system is required, the existing brine line capacity will be sufficient as brine generation is expected to be lower than current brine generation at the IXTP. Modifications to the existing vessels will be made to accommodate the new media and some interconnecting piping will be modified. New piping and valves will be installed in the IXTP building to accommodate lead-lag operation for the GAC vessels. One new GAC vessels will also be installed to accomplish an EBCT of 9.8 minutes.

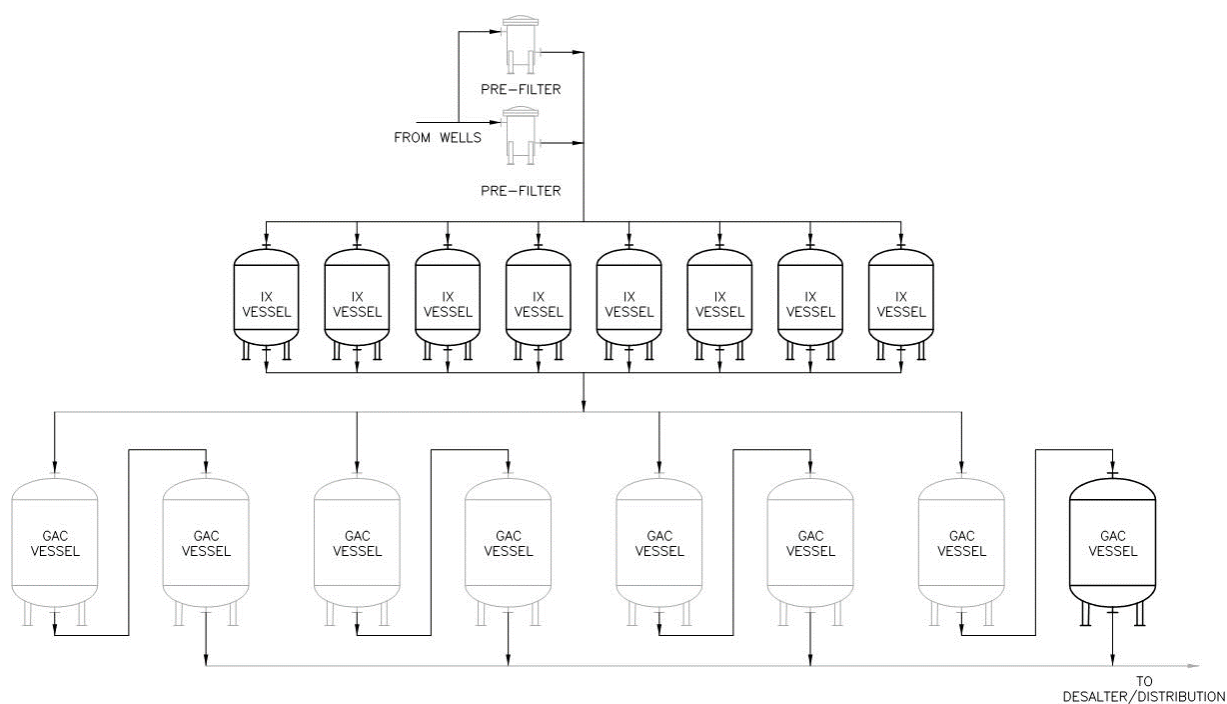


Figure 12. Option 3 Process Flow Diagram

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 3.1.4 Option 4 – Convert IXTP Media to GAC, Expand Desalter RO

This option, as shown in Figure 13, consists of conversion of both single use IX and regenerable IX system at the IXTP to GAC, and diversion of flow to the existing Desalter for nitrate and perchlorate removal. Modifications to the existing vessels will be made to accommodate the new GAC media. New piping and valves will be installed in the IXTP building to accommodate lead-lag operation for the GAC vessels. One new GAC vessel will also be installed to accomplish an EBCT of 9.8 minutes. Some factors will need to be investigated further for this option including the existing Desalter capacity, existing pipeline capacity between the IXTP and the Desalter, and the resulting effects of this arrangement on current distribution and treatment networks.

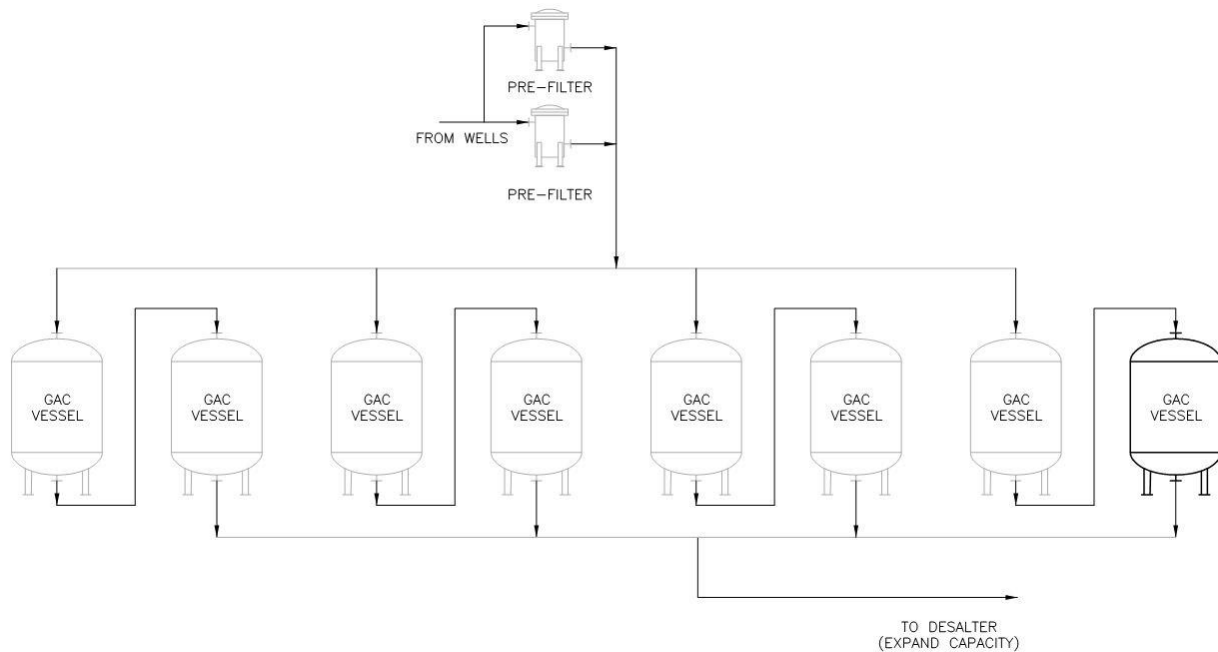


Figure 13. Option 4 Process Flow Diagram

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 3.2 Site Layouts

Site layouts were created for the four options. For all options, treatment at Well 7 is assumed to be local to the wellhead and the layout is shown in Figure 14. There is sufficient space on the east side of the site for the footprint of two 14' diameter GAC vessels configured in lead/lag and the associated concrete pad foundation. Yard piping will connect the system to the discharge pipe from the wellhead. Water will flow from the well, through the system, and return to the well effluent pipe for distribution. A single cartridge filter is also included. Truck access at the site is limited and consists of a small alley to the south which does not allow through access, and a shopping center parking lot to the north. Because of the site access constraints, a smaller truck may be required for media changeouts which would be coordinated with the GAC supplier.

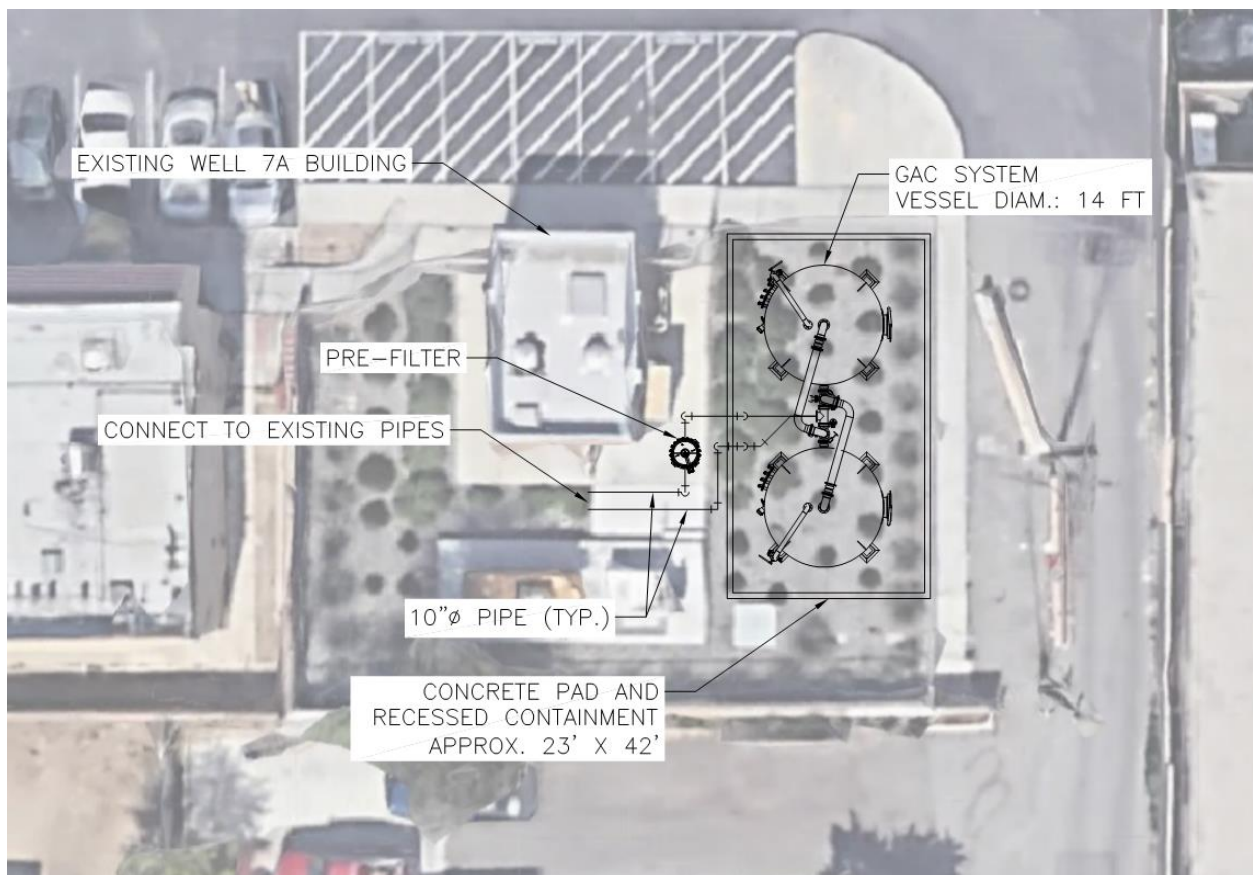


Figure 14. Well 7 Site Layout

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 3.2.1 Option 1 – New Wellhead GAC

The preliminary site layout for Option 1 is shown in Figure 15, Figure 16, and Figure 17, for Well 8A, Well 17A, and Well 33, respectively. The site at Well 8A consists of a large paved area. Four 12-foot diameter GAC vessels configured in two lead/lag pairs are shown. Two cartridge filters are also included. There is an open area south of the proposed system location allowing for truck access and one existing gated entrance on the west side of the site for truck access. No additional construction of new entrances was considered for this option.

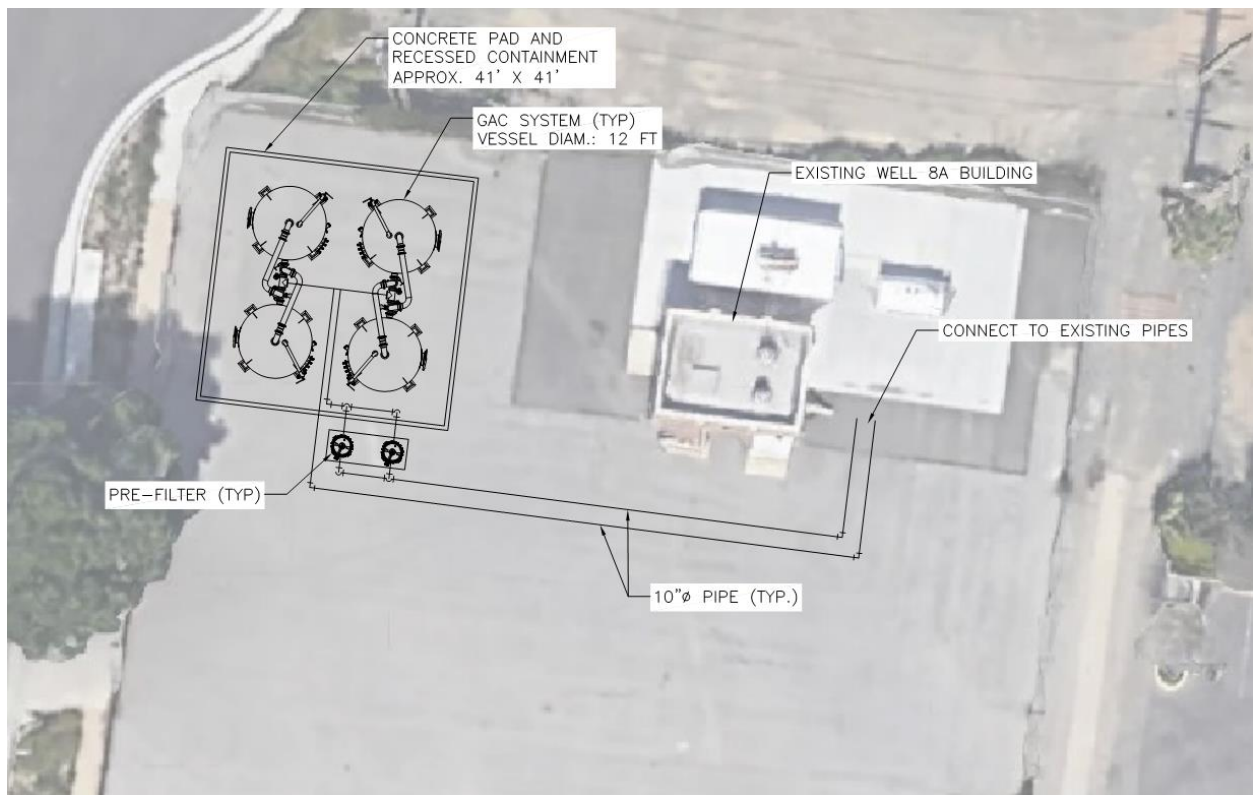


Figure 15. Option 1 – Well 8A Site Layout

## EVALUATION OF PFAS TREATMENT SOLUTIONS

The site at Well 17A consists of a small landscaped area. Four (4) 12-foot diameter GAC vessels configured in two parallel trains of lead/lag configuration are shown. A cartridge filter is also included. The only vehicle access at the site is the public road, Quarry Street, to the north. For media changeout, traffic control may be required while the truck is parked on the side of the street. The area considered for the new treatment system is also currently intended for a new generator. This may reduce the feasibility of constructing this system at this location.

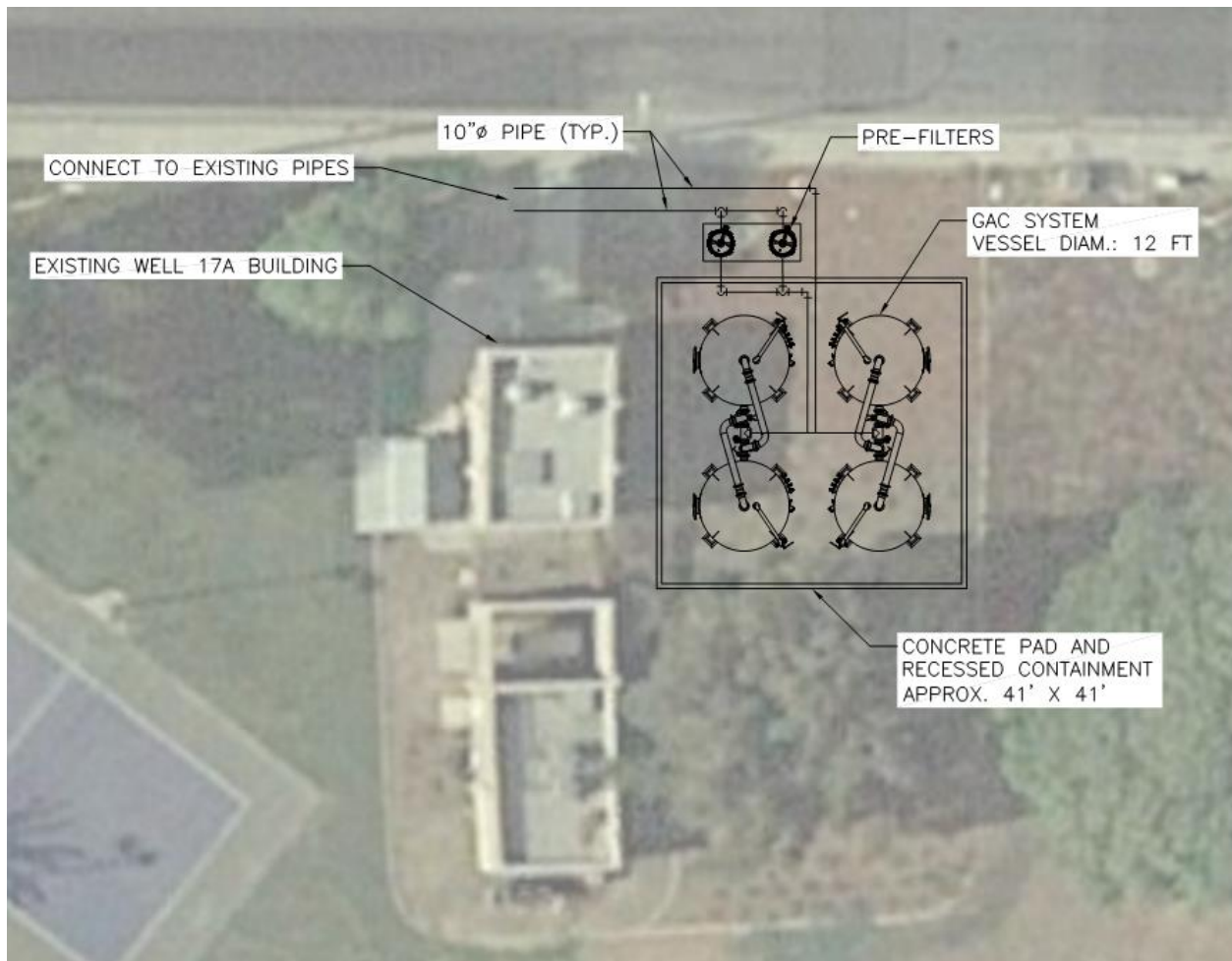


Figure 16. Option 1 – Well 17A Site Layout

## EVALUATION OF PFAS TREATMENT SOLUTIONS

The site at Well 33 consists of multiple structures on the north and east sides. Four (4) 12' diameter GAC vessels configured in two parallel trains of lead/lag configuration are shown to the southwest. Two cartridge filters are also included. The only vehicle access at the site on the northeast of the site from Grant Street. A new entrance may be needed on the south side of the property. The system is sized to meet a minimum EBCT of 10 minutes for removal of 1,2,3-TCP and will also provide removal of PFOS and PFOA, although the PFOS and PFOA concentrations at this wellhead are below the current notification levels. Should the system be sized for 1,2,3-TCP only, and an EBCT of 8 minutes is used, the system size is expected to remain the same, with a lower volume of GAC installed inside the vessels.



Figure 17. Option 1 – Well 33 Site Layout

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 3.2.2 Option 2 – Convert IXTP Media to GAC

The preliminary site layout for Option 2A and Option 2B are shown in Figure 18 and Figure 19, respectively. Option 2A will include modification of all existing vessels. The existing arrangement consists of seven (7) 12' diameter vessels. To accomplish the required EBCT for PFOA/PFOS, and allow for lead/lag configuration, four pairs of vessels are required. One new vessel is shown on the layout. The location of the proposed new vessel is currently open for use. Piping within the facility will be modified to allow for the necessary connections to the vessels as well as the new valve manifolds and some modifications to the nitrate vessels will also be made to accommodate the new media. Another potential layout would involve relocating the inlet filters and installing a vessel in the current inlet filter location. The system would then operate as it does currently in a “grouped” lead/lag configuration. Costs associated with this alternative are expected to be similar to Option 2A.

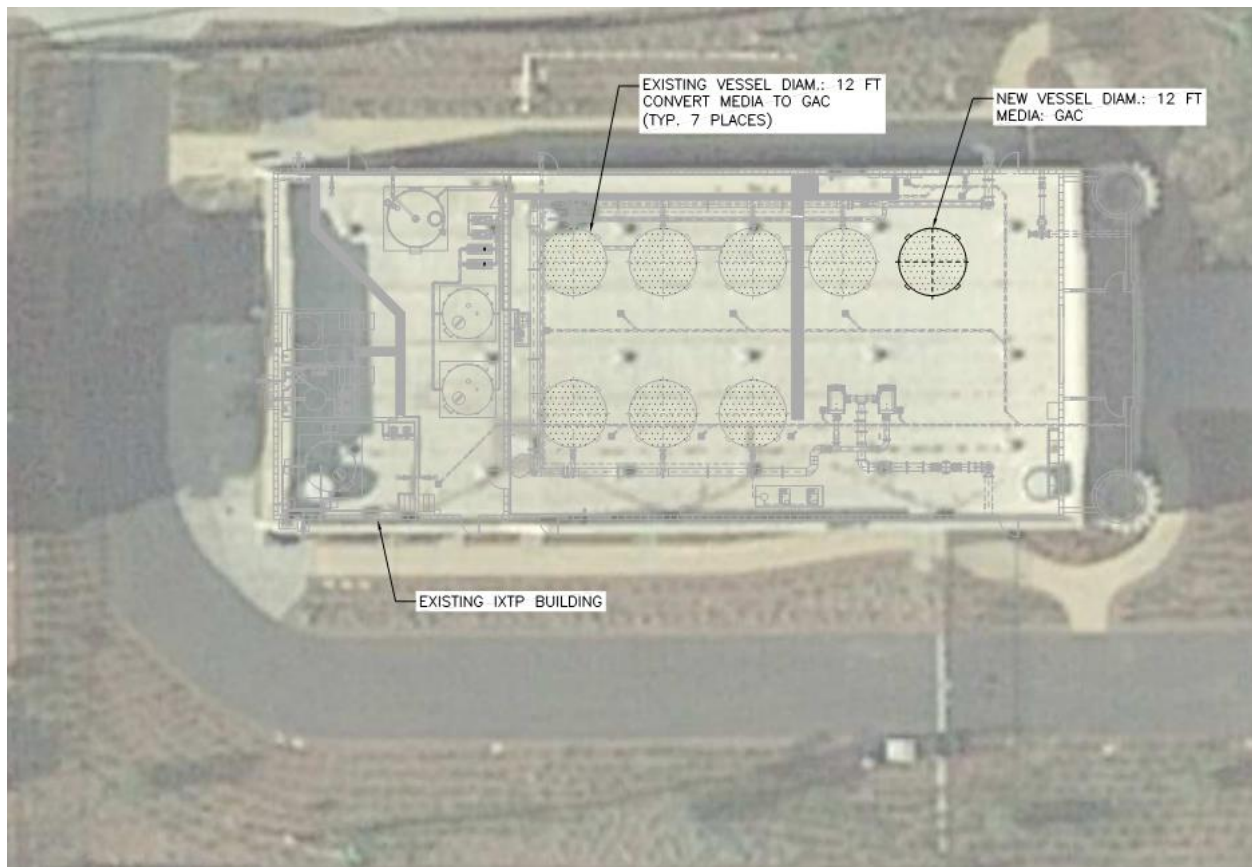
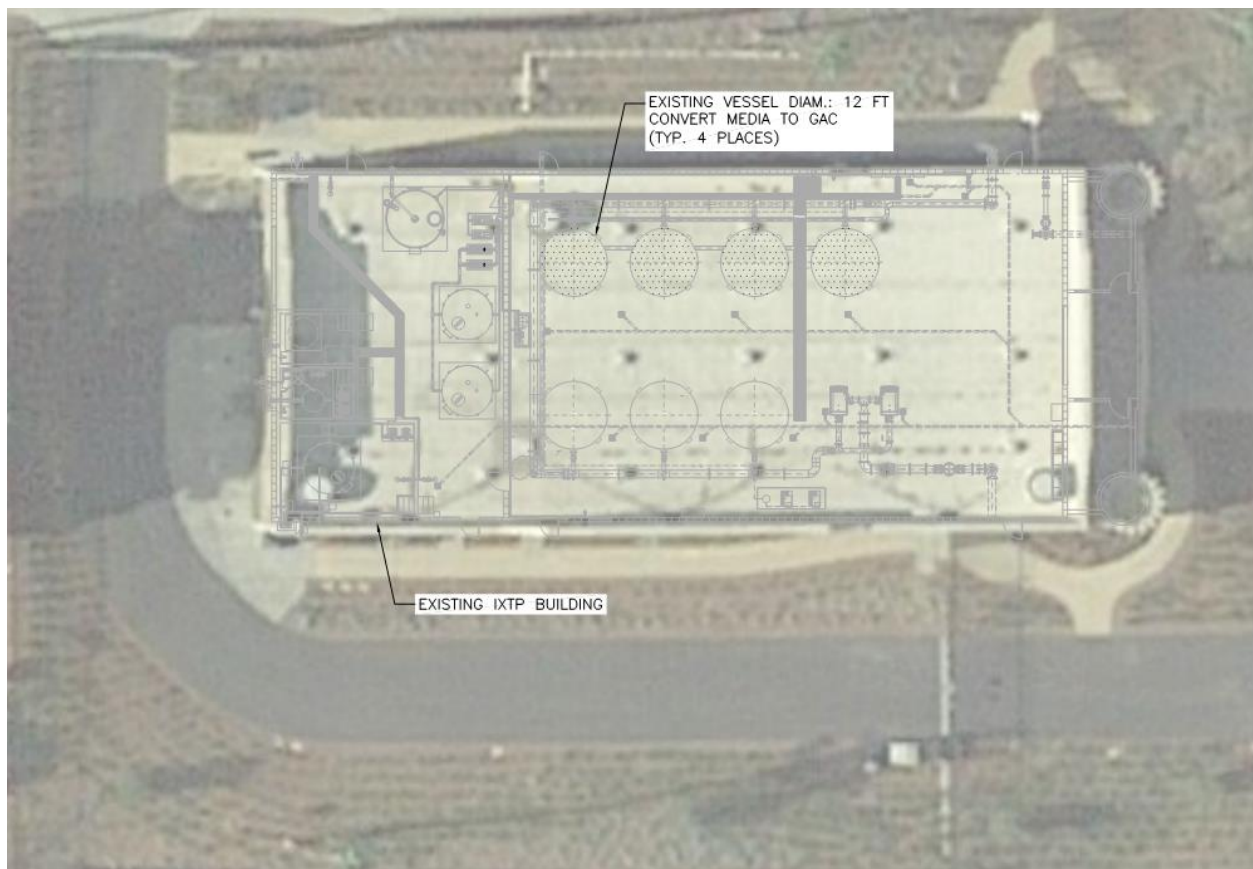


Figure 18. Option 2A – Site Layout

## EVALUATION OF PFAS TREATMENT SOLUTIONS

Option 2B will include modification of only the four existing nitrate IX vessels. The existing arrangement consists of four (4) 12' diameter vessels. To accomplish the required EBCT for PFOA/PFOS with a parallel configuration, conversion of these 4 vessels is required. Additionally, some modifications will be made to the vessels to accommodate the GAC media such as the potential removal of the internal IX brine distribution piping.



*Figure 19. Option 2B – Site Layout*

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 3.2.3 Option 3 - Convert IXTP Media to GAC, New IX System

The preliminary site layout for Option 3 is shown in Figure 20. This option consists of fully converting the IXTP to GAC as described in Option 2A. Additionally, a new regenerable IX system would be installed in the southwest corner of the site within the fenced area. The proposed system layout is shown as approximately 20' x 25' on a 30' x 30' concrete pad. Yard piping will be installed to accommodate the use of this system and the brine discharge. The existing brine system at the IXTP may be retained and reused for the new regenerable IX system. Yard piping will also be installed to accommodate the use of the existing system.

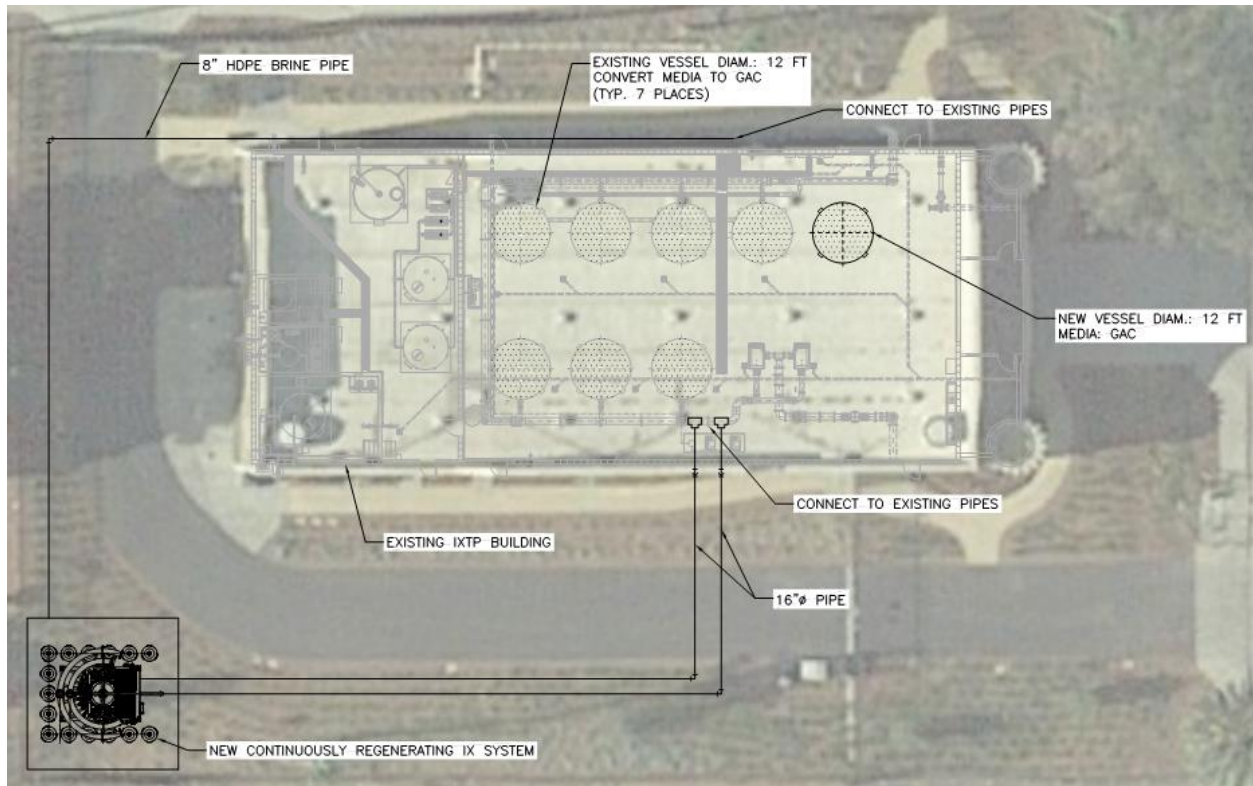


Figure 20. Option 3 – Site Layout

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 3.2.4 Option 4 - Convert IXTP Media to GAC, Expand Desalter RO

The preliminary site layout for Option 4 is shown in Figure 21. This option consists of fully converting the IXTP to GAC as described in Option 2A. Additionally, the discharge from the site would be conveyed to the existing Desalter. An investigation into pipeline capacities, distribution requirements, and the Desalter capacity will need to be performed to verify the viability of this option. Currently, the Desalter is not expected to have the capacity for the additional flow or the available space for increasing capacity in this manner.

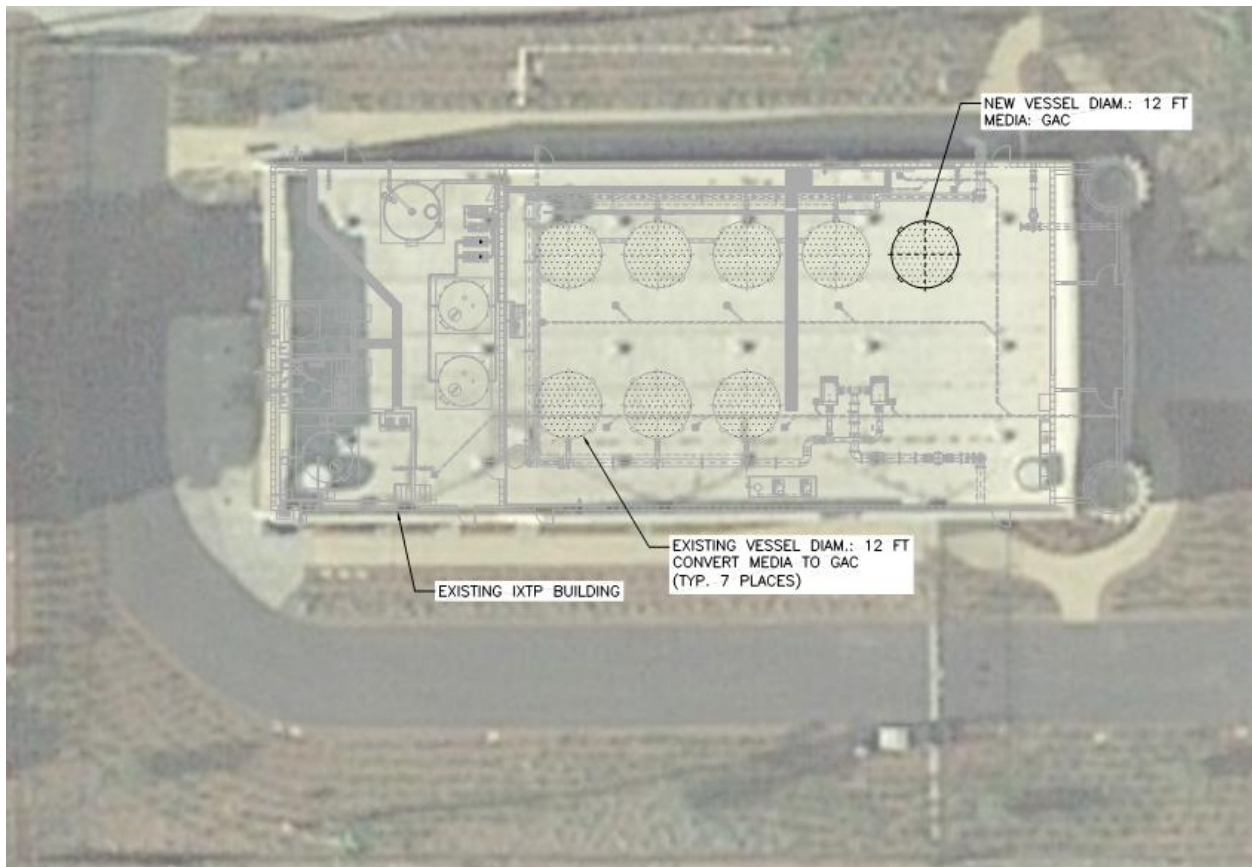


Figure 21. Option 4 – Site Layout

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 3.3 Cost Estimates

Preliminary capital and annual cost estimates have been developed for each option and are shown in Table 14 and Table 15, respectively. Detailed cost estimate tables are included in **Appendix F**. The cost estimates include, but are not limited to, the following major items.

Well 7A includes the GAC system, pre-filter, yard piping, and valves as necessary to divert water from the well to the treatment system and discharge to existing effluent piping. A recessed concrete foundation and walls are included as well. No controls, additional flow metering, PLC, or SCADA is included.

Option 1 includes the GAC systems, pre-filters, yard piping, and valves at all sites as necessary to connect the new treatment systems to the existing well and effluent pipes. A recessed concrete foundation and walls are included for each system as well. No controls, additional flow metering, PLC, or SCADA is included.

Option 2A includes GAC media for all existing vessels, one new GAC vessel and media, and modification of the existing pipes and valves in the IXTP to accommodate the distribution of flow. Some vessel piping modifications are also included to accommodate the new media and lead/lag configuration. Concrete foundations are not included as the existing foundation was designed for the existing vessels. No controls, additional flow metering, PLC, or SCADA is included.

Option 2B includes GAC media for four existing vessels and some vessel piping modifications to accommodate the new media. Concrete foundations are not included as the existing foundation was designed for the existing vessels. No controls, additional flow metering, PLC, or SCADA is included.

Option 3 includes the scope as described in Option 2A. Scope included as related to the new IX system are yard piping modifications diverting flow to and from the system, an extension of the brine line connection to the IX system location, and a new structure and foundation. Controls, flow metering, PLC, or SCADA as required for the new system, are included.

Option 4 includes the scope as described in Option 2A. This option's cost estimate assumes adequate Desalter treatment capacity, adequate pipeline capacity between the IXTP and the Desalter, and the ability to manage distribution in such a way that allows for diversion of the full flow to the Desalter.

## EVALUATION OF PFAS TREATMENT SOLUTIONS

*Table 14. Preliminary Capital Cost Estimates – All Options*

Option		Construction	Notes
<b>Well 7A</b>		<b>\$ 1,632,000</b>	In addition to chosen option. Removes PFOA, PFOS, and 1,2,3-TCP at the well.
<b>Option 1 – New Wellhead GAC</b>	Well 8A	\$ 2,614,000	Removes PFOA, PFOS, and 1,2,3-TCP at the sources.
	Well 17A	\$ 2,397,000	Removes PFOA, PFOS, and 1,2,3-TCP at the sources.
	Well 33	\$ 2,368,000	Removes PFOA, PFOS, and 1,2,3-TCP at the sources.
	<b>Total</b>	<b>\$ 7,379,000</b>	Maintains current IX treatment and removes PFOA, PFOS, and 1,2,3-TCP at the sources.
<b>Option 2 – Convert IXTP Media to GAC</b>	<b>2A</b>	<b>\$ 1,381,000</b>	Removes current IXTP treatment for nitrate and perchlorate. Treats for PFOA, PFOS, and 1,2,3-TCP at a central location.
	<b>2B</b>	<b>\$ 498,000</b>	Removes current IXTP nitrate treatment. Treats for PFOA, PFOS, and 1,2,3-TCP at a central location. Parallel configuration might not be permitted.
<b>Option 3 – Convert IXTP Media to GAC, New IX System</b>		<b>\$ 6,406,000</b>	PFOA, PFOS, 1,2,3-TCP, Nitrate, and Perchlorate treatment at a central location. Reduced brine generation and salt costs.
<b>Option 4 – Convert IXTP Media to GAC, Expand Desalter RO</b>		<b>\$ 1,381,000</b>	Does not include upgrades to existing Desalter capacity, pipeline capacity, and distribution capabilities.

## EVALUATION OF PFAS TREATMENT SOLUTIONS

*Table 15. Preliminary Operational Cost Estimates – All Options*

Option		Carbon Changeout Cost <sup>(1)</sup>	Carbon Changeout Frequency (months) <sup>(2)</sup>	Annual Carbon Cost	Estimated Annual IXTP Salt Costs	Total Annual Operational Cost <sup>(3)</sup>	20-Year Life Cycle Cost <sup>(4)</sup>
<b>Well 7A</b>		<b>\$ 59,000</b>	<b>9.1</b>	<b>\$ 78,000</b>	<b>-</b>	<b>\$ 111,000</b>	<b>\$ 4,187,000</b>
<b>Option 1 – New Wellhead GAC</b>	Well 8A	\$ 68,000	4.6	\$ 179,000	-	\$ 242,000	\$ 8,744,000
	Well 17A	\$ 68,000	2.3	\$ 358,000	-	\$ 391,000	\$ 11,307,000
	Well 33	\$ 68,000	9.1	\$ 90,000	-	\$ 121,000	\$ 4,344,000
	<b>Total</b>	<b>-</b>	<b>-</b>	<b>\$ 627,000</b>	<b>\$ 800,000</b>	<b>\$ 1,554,000</b>	<b>\$ 44,830,000</b>
<b>Option 2 – Convert IXTP Media to GAC</b>	<b>2A</b>	<b>\$ 71,000</b>	<b>8.9</b>	<b>\$ 96,000</b>	<b>\$ 0</b>	<b>\$ 123,000</b>	<b>\$ 4,456,000</b>
	<b>2B</b>	<b>\$ 71,000</b>	<b>6.7</b>	<b>\$ 127,000</b>	<b>\$ 0</b>	<b>\$ 137,000</b>	<b>\$ 3,997,000</b>
<b>Option 3 – Convert IXTP Media to GAC, New IX System</b>		<b>\$ 71,000</b>	<b>8.9</b>	<b>\$ 96,000</b>	<b>\$ 100,000</b>	<b>\$ 324,000</b>	<b>\$ 14,603,000</b>
<b>Option 4 – Convert IXTP Media to GAC, Expand Desalter RO <sup>(5)</sup></b>		<b>\$ 71,000</b>	<b>8.9</b>	<b>\$ 96,000</b>	<b>\$ 0</b>	<b>\$ 529,000</b>	<b>\$ 14,819,000</b>

(1) Based on regenerated carbon at \$1.00 per pound and minimum required carbon volumes as stated in Section 3.1.

(2) Based on F400 RSSCT bed volume results, constant (24/7) flow, and the maximum flow capacity of each location as provided by the City. Well 33 was not part of the RSSCT and assumes the same RSSCT results as Well 7. Actual frequency may vary. Option 2B is based on 75% utilization as compared with Option 2A due to parallel operation with no lead-lag configuration.

(3) Based on annualized GAC changeout costs, filters, salt, Desalter costs, and labor and maintenance at 2% of capital costs. Assumes a cost of \$0.85 per 1,000 gallons for treatment at the Desalter based on a 2013 Proposition 84 cost analysis submittal, not adjusted for inflation. Some options retain or eliminate existing treatment systems, the costs of which are not included in the estimates unless noted otherwise. Includes costs associated with existing salt purchase for resin regeneration at the IXTP.

(4) Considers cartridge filters, GAC media changeouts, IXTP salt regeneration, labor and maintenance, and capital costs. Assumes a 2.5% rate of inflation. Does not consider electrical use, well modifications, or other ancillary costs.

(5) Does not include capital associated with increasing capacity at the Desalter and in the conveyance systems.

## EVALUATION OF PFAS TREATMENT SOLUTIONS

### 4. Summary of Findings

The City wishes to further treat for 1,2,3-TCP, PFOA, and PFOS in the drinking water supply as well as prevent discharge of these contaminants in wastewater effluent and brine from the desalter. Locations of interest include Well 7A, Well 8A, Well 17A, IXTP Influent, WWTP Effluent, and the Desalter Brine. Contaminants exceeding the applicable MCL or RL at the specified drinking water system locations are shown in Table 16.

*Table 16. Summary of Exceedances at Evaluated Locations*

Location	Nitrate	Perchlorate	1,2,3-TCP	PFOA	PFOS
Unit	mg/L as N	µg/L	ng/L	ng/L	ng/L
NL	-	-	-	5.1	6.5
RL	-	-	-	10	40
MCL	10	6	5	-	-
Well 7A	<b>12.8</b>	5.45	<b>5.34</b>	<b>140</b>	<b>140</b>
Well 8A	<b>14.2</b>	4.76	<b>23.14</b>	<b>180</b>	<b>170</b>
Well 17A	9.6	2.86	<b>12.68</b>	<b>230</b>	<b>210</b>
IXTP Influent	8.6	4.6	<b>17</b>	<b>130</b>	<b>120</b>
WWTP Effluent	5.0	ND	ND	20	4.6
Desalter Brine	52	NM	16.2	320	294

NOTES:

NA – Not Applicable, NM – Not Measured, ND – Non-Detect

RSSCTs were performed on all six water sources. This type of testing was used to provide results much faster than a pilot or full-scale system would allow. Two types of carbon media and four types of resin media were selected for use in the RSSCTs. Both carbon media were used for all six source waters while one resin media was selected for each source water. Conclusions from the RSSCTs are as follows:

- For all media used in the RSSCTs, PFOA breakthrough occurred earlier than PFOS.
- F400 GAC was more effective than F600 GAC in removal of PFOS and PFOA.
- Both GACs were able to effectively remove 1,2,3-TCP while IX resins did not effectively remove 1,2,3-TCP.
- The selected IX resins were able to achieve longer bed volume capacity compared with GACs in treating PFOS and PFOA from the drinking water sources.
- For the source waters requiring reduction of both 1,2,3 TCP and PFAS, GAC is a preferred alternative as IX resins only remove PFAS.

Costs of IX resins were estimated to be approximately 7 times that of GAC per cubic foot. Under this estimation, IX resin was more economical at Well 17A and WWTP Effluent while GAC was more economical at Well 7A, Well 8A, IXTP Influent, and the Desalter Brine. However, 1,2,3-TCP

## EVALUATION OF PFAS TREATMENT SOLUTIONS

is also a constituent of concern and cannot be treated with IX resin. Because of these factors, GAC was used as the basis for treatment in most options with IX resins being considered as secondary treatment for nitrate and perchlorate in one option.

Certain preliminary options considered were eliminated early in the process due a lack of viability or their inability to meet the project goals. The remaining options considered are shown below:

### **Option 1 – New Wellhead GAC (Wells 8A, 17A, and 33)**

- Removal of all 5 constituents
- Highest life cycle cost and capital costs

### **Option 2A – Convert IXTP Media to GAC (Lead-Lag Configuration)**

- Removal of 1,2,3-TCP, PFOA, and PFOS, but eliminates existing nitrate and perchlorate treatment at the IXTP
- Low capital and life cycle costs
- Will offer additional savings related to elimination of resin replacement and regeneration at the IXTP

### **Option 2B – Convert IXTP Media to GAC (Parallel Configuration)**

- Removal of 1,2,3-TCP, PFOA, PFOS, and perchlorate but eliminates existing nitrate treatment at the IXTP
- Lowest capital and life cycle costs
- Will offer additional savings related to elimination of resin regeneration at the IXTP
- Permit to operate as a parallel system may be more difficult to approve than lead/lag

### **Option 3 – Convert IXTP Media to GAC, New IX System**

- Removal of all 5 constituents
- Moderate life cycle cost and highest capital cost
- Will offer additional savings related to reduction of salt usage and brine discharge at the IXTP
- Reduced brine discharge, allowing the City to potentially utilize the brine line capacity elsewhere

### **Option 4 – Convert IXTP Media to GAC, Expand Desalter RO**

- Removal of all 5 constituents
- Moderate life cycle cost and low capital cost
- Will offer additional savings related to elimination of resin replacement and regeneration at the IXTP
- Does not consider the costs or viability of increased Desalter capacity

## EVALUATION OF PFAS TREATMENT SOLUTIONS

The following options are eliminated from final recommendation:

**Option 1** – This option addresses all 5 contaminants at all drinking water sites but at high capital and life cycle costs. Sufficient space may not be available at Well 17A due to plans for a generator at the site. Well 33 does not contain PFOA and PFOS at levels exceeding the notification level.

**Option 3** – This option is the highest capital cost, most complex, and has a moderate life-cycle cost as well. It addresses all 5 contaminants of concern but is only be sized to treat 1,600 GPM, while bypassing approximately 800 GPM. Because of this bypass, treatment goals for PFOA and PFOS may not be achieved at the IXTP effluent and further reduction will be achieved through blending or at the Desalter.

**Option 4** – This option has a relatively low capital but moderate life-cycle costs. Additionally, some significant capital costs and/or feasibility issues related to the Desalter may exist as well. It addresses all 5 contaminants of concern but will only be sized to treat 1,600 GPM at the IXTP, while bypassing approximately 800 GPM. Because of this bypass, the remaining PFOA and PFOS removal will be achieved at the Desalter, resulting in some discharge of the contaminants in the brine.

### 4.1 Recommendations

To accomplish the treatment goals of this study and remove PFOS, PFOA, and 1,2,3-TCP at the sources, reducing levels in both the potable distribution system and the brine discharge, a combination of treatment options is recommended. Option 2A is recommended but will only be sized to treat 1,600 GPM, while bypassing approximately 800 GPM. Because of this bypass, treatment goals for PFOA and PFOS may not be achieved at the IXTP effluent and further reduction would be achieved through blending or at the Desalter. To address this, it is also recommended to install a GAC system at Well 8A as described in Option 1. Wells 17A and 33 are not included as a part of this recommendation at this time. Well 8A has the ability to bypass the IXTP, reducing the IXTP influent flow by approximately 1,000 GPM (based on current flow rates) and allowing for the full remaining flow to be treated by GAC. Well 7A is recommended as stated in the report. As this recommendation consists of three separate systems, construction can be phased according to the City budget requirements. Recommended phasing is Well 8A, followed by Option 2, followed by Well 7A. A summary of the costs associated with this recommendation are below in Table 17 and Table 18.

## EVALUATION OF PFAS TREATMENT SOLUTIONS

*Table 17. Preliminary Capital Cost Estimates – Recommended*

Recommendation		Construction Cost
<b>Well 7A</b>		\$ 1,632,000
<b>Option 1 – New Wellhead GAC</b>	<b>Well 8A Only</b>	\$ 2,614,000
<b>Option 2 – Convert IXTP Media to GAC</b>	<b>2A</b>	\$ 1,381,000
	<i>2B (Alternative to 2A)</i>	\$ 498,000
<b>Total</b>	<b>Well 7A, 8A, and Opt. 2A</b>	<b>\$ 5,627,000</b>
<b>Total</b>	<b>Well 7A, 8A, and Opt. 2B</b>	<b>\$ 4,744,000</b>

*Table 18. Preliminary Operational Cost Estimates – Recommended*

Option		Carbon Changeout Cost <sup>(1)</sup>	Carbon Changeout Frequency (months) <sup>(2)</sup>	Annual Carbon Cost	Estimated Annual IXTP Salt Costs	Total Annual Operational Cost <sup>(3)</sup>	20-Year Life Cycle Cost <sup>(4)</sup>
<b>Well 7A</b>		\$ 59,000	9.1	\$ 78,000	-	\$ 111,000	\$ 4,187,000
<b>Option 1 – New Wellhead GAC</b>	<b>Well 8A</b>	\$ 68,000	4.6	\$ 179,000	-	\$ 242,000	\$ 8,744,000
<b>Option 2 – Convert IXTP Media to GAC</b>	<b>2A</b>	\$ 71,000	8.9	\$ 96,000	\$ 0	\$ 123,000	\$ 4,456,000
	<b>2B</b>	\$ 71,000	6.7	\$ 127,000	\$ 0	\$ 137,000	\$ 3,997,000
<b>Total</b>	<b>Well 7A, 8A, and Opt. 2A</b>			<b>\$ 353,000</b>	<b>\$ 0</b>	<b>\$ 476,000</b>	<b>\$ 17,387,000</b>
<b>Total</b>	<b>Well 7A, 8A, and Opt. 2B</b>			<b>\$ 384,000</b>	<b>\$ 0</b>	<b>\$ 490,000</b>	<b>\$ 16,928,000</b>

(1) Based on regenerated carbon at \$1.00 per pound.

(2) Based on F400 RSSCT results and constant (24/7) flow. Actual frequency may vary. Option 2B is based on 75% utilization as compared with Option 2A due to parallel operation with no lead-lag configuration.

(3) Based on annualized GAC changeout costs, filters, salt, Desalter costs, and labor and maintenance at 2% of capital costs. Some options retain or eliminate existing treatment systems, the costs of which are not included in the estimates. Includes costs associated with existing salt purchase for resin regeneration at the IXTP.

(4) Considers cartridge filters, GAC media changeouts, IXTP salt regeneration, labor and maintenance, and capital costs. Assumes a 2.5% rate of inflation. Does not consider electrical use, well modifications, or other ancillary costs.



Staff Report

---

**File #:** 22-0946

---

**REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members  
Honorable President and Board Members

**FROM:** Public Works Department & Utilities Department

**SUBJECT:**  
Award of Contract to MNR Construction, Inc. for the Wardlow Road Sewer Relocation Project No. 2017-18.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to award a construction contract to MNR Construction, Inc. to improve the sewer facilities at Wardlow Road and address sewer deficiencies from the Sierra Del Oro (SDO) sewer shed to the Water Reclamation Facility #1 (WRF-1). The Wardlow Sewer Relocation Project will replace and upsize the existing 18" gravity sewer main line to 24" located under State Route 91 and on the Allsize Storage Corona (Allsize) property to accommodate future commercial and residential projects in the SDO area.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council adopt the Plans and Specifications for the Wardlow Road Sewer Relocation Project, Project No. 2017-18, Notice Inviting Bids 23-016CA.
- b. City Council award Notice Inviting Bids 23-016CA to MNR Construction, Inc., the lowest responsive, responsible bidder, for the total bid amount of \$2,357,980, and waive any and all minor irregularities in the bidding documents as submitted by said bidder.
- c. City Council authorize the City Manager, or his designee, to execute the construction contract with MNR Construction, Inc. in the amount of \$ 2,357,980.
- d. City Council authorize the City Manager, or his designee, to negotiate and execute non-

substantive extensions, change orders, and amendments up to the amount authorized in Corona Municipal Code Section [3.08.060\(J\)](#), which is equivalent to 10% or \$235,798.

- e. City Council authorize the issuance of a Purchase Order to MNR Construction, Inc. in the amount of \$2,357,980 for construction services.
- f. City Council authorize an appropriation in the amount of \$1,491,373 from the Sewer Capacity Fund 440 and an additional appropriation in the amount of \$121,830 from the Sewer Utility Fund 572 to the Wardlow Road Sewer Relocation Capital Improvement Project No. 72020 for a total project cost of \$2,947,475, which includes construction, contingency, and construction support services.
- g. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**BACKGROUND & HISTORY:**

The existing 18" gravity sewer main line located on the Allsize property runs northerly 350 feet under the State Route 91 and transmits a significant volume of sewage from the SDO sewer shed to the WRF-1. Future commercial and residential projects in the SDO area will generate more sewage flows, which necessitates upsizing this existing sewer facility.

The Wardlow Sewer Relocation Project (Project) will replace and upsize the existing 18" sewer line with 24" sewer facility encased in a 42" steel casing pipe. The proposed sewer line construction under State Route 91 required the City to obtain an encroachment permit from the California Department of Transportation ("Caltrans").

On July 06, 2022, City Council approved the Purchase and Sale Agreement with Allsize for the conveyance of 0.13 acres of excess right-of-way located next to the Allsize business at 2785 Palisades Drive in exchange for the City's acquisition of temporary construction easements for the Project. The City has been working with the property owner for over five (5) years to obtain an agreement that is currently in escrow.

**ANALYSIS:**

The Plans and Specifications for the Wardlow Road Sewer Relocation Project were completed, reviewed, and approved by City staff. The Plans and Specifications include base Bid Schedule for the 24" sewer pipe installation within jack and bore steel casing with steel spacers per City Standard 309 Option A, and two Alternative Bid Items; (1) the 24" sewer pipe installation within jack and bore steel casing with steel rails per City Standard 309 Option B, and (2) utilizing 4x4 redwood skids in lieu of steel spacers or steel rails. The purpose of having two Alternative Bid Items is to allow the flexibility to choose construction alternatives should the base bid design not be achievable during construction.

As specified in the bid package, the City shall award the contract for the project to the lowest responsive, responsible bidder as determined from the lowest total for the summation of the Total Base Bid Schedule and the combined Total Alternate Bid Schedule.

This Project was advertised for bids on September 23, 2022, pursuant to Corona Municipal Code Section [3.08.110](#), the Non-Public Projects - Formal Bidding Procedure, and Public Contract Code requirements to eleven (11) Pre-Qualified Contractors. On October 20, 2022, four (4) bids were received through the City's PlanetBids bidding service.

The lowest bid was determined by the Total of the Base Bid Schedule and Alternative Bid Schedules. The engineer's estimates for both Base Bid Schedule and Base Bid and Alternate Bid Schedules are based on quotes from manufacturers and other recent similar sewer project bid items; unfortunately, the contractor's bids are higher due to current inflation and contractors' workloads. The following is a summary of the bid results and the Engineer's Estimate:

Contractor	Total Base Bid and Alternate Bid Schedules
Engineer's Estimate	\$2,022,378
<b>1. MNR Construction, Inc.</b>	<b>\$ 2,357,980</b>
2. Paulus Engineering, Inc.	\$ 2,395,140
3. Ferreira Coastal Construction	\$ 2,476,432
4. T.E. Roberts, Inc.	\$ 2,623,620

Staff has reviewed the bid and recommends awarding the contract to MNR Construction, Inc. as the lowest responsive, responsible bidder based on the summation of the Base Bid Schedule and Alternative Schedules in the amount of \$2,357,980. All licenses and references for MNR Construction, Inc. have been reviewed and verified by City staff, and all other documentation is in order. The project will benefit the City in time, and overall project costs as terms of the Purchase and Sale Agreement have already been negotiated that include strict timeframes for construction on the Allsize property. Any delays to awarding the project may further delay and increased project costs because Agreements may have to be renegotiated as well as renewing Encroachment Permits that have already been obtained from Caltrans.

City staff will perform the construction contract administration, and a contract consultant will perform inspection and materials testing services. Should the City Council award the contract as recommended, construction is tentatively scheduled to commence in January 2023, with completion anticipated by June 2023 to meet the terms of the Purchase and Sale agreement with the property owner.

#### **FINANCIAL IMPACT:**

Funding for the recommended actions and support services in the amount of \$2,947,475 is the combination of the previously approved funding within the Sewer Utility Fund 572 in the amount of \$1,334,272 and an additional appropriation of \$121,830 requested from the Sewer Utility Fund 572 and \$1,491,373 from the Sewer Capacity Fund 440 to the Wardlow Road Sewer Relocation Capital Improvement Project No. 72020.

The estimated construction cost for this project is outlined as follows:

Construction .....	\$2,357,980
Construction Contract Change Orders (10%) .....	\$235,798
Construction Support Services .....	\$353,697
Total Construction Costs .....	\$2,947,475

With the approval of the recommended actions, funds will be used for the Wardlow Road Sewer Relocation Project. The project budget will be available in the following funding source:

<b>Funding Source</b>	<b>Amount</b>
Sewer Capacity Fund 440	\$1,491,373
Sewer Utility Fund 572	\$1,456,102
Total	\$2,947,475

**ENVIRONMENTAL ANALYSIS:**

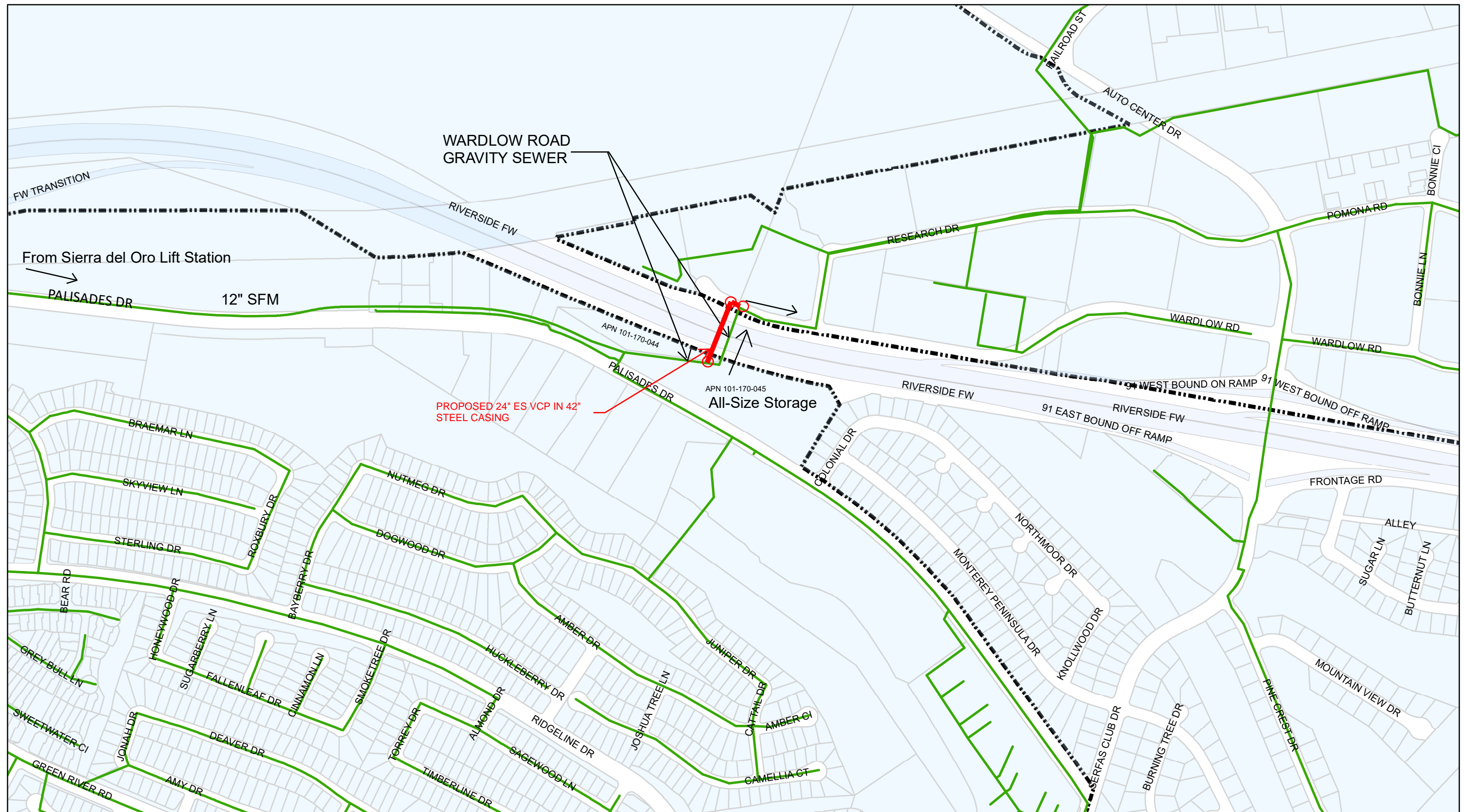
This action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Action (CEQA), which states that a project which consists of minor repairs and maintenance to existing facilities does not have a significant impact on the environment and is, therefore exempt from CEQA. This action involves minor repairs and replacement of existing pavement, landscapes, and hardscapes, or similar features involving negligible or no expansion of use beyond that currently existing from the requirements of CEQA.

**PREPARED BY:** MOHAMMED IBRAHIM, SENIOR ENGINEER

**REVIEWED BY:** SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR & TOM MOODY, DIRECTOR OF UTILITIES

**Attachments:**

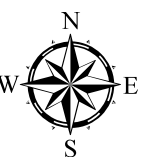
1. Exhibit 1 - Location Map
2. Exhibit 2 - Contract



# City of Corona

## EXHIBIT 1

### WARDLOW ROAD SEWER RELOCATION VICINITY MAP



## CONTRACT

**THIS CONTRACT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and **MNR Construction, Inc.**, a California corporation, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**Wardlow Road Sewer Relocation Project, Project No. 2017-18, NIB 23-016CA.**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** A Move-In period of **30 working days** shall precede the date stated on the Notice to Proceed. This period shall be used by the Contractor to confirm utility locations, provide project submittals or other supporting documentation for review and acceptance and procure material and equipment to perform the Work. Temporary construction easements are provided for access and work on private property for a duration of 6 months beginning with the first contractor activity performed on private property. The Work shall commence on the last day of the Move-In period or the first Working Day the Contractor actually starts the Work on the project site, **whichever occurs first**. The Contractor shall complete all Work required by the Contract Documents within **120 Working Days** from the commencement date. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Million Three Hundred Fifty-seven Thousand Nine Hundred Eighty Dollars (\$2,357,980.00)**. Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,700.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation

Bid Bond  
 Designation of Subcontractors  
 Information Required of Bidders  
 Non-Collusion Declaration form  
 Contract  
 Performance Bond  
 Payment (Labor and Materials) Bond  
 General Conditions  
 Special Provisions (or Special Conditions)  
 Technical Specifications  
 Addenda  
 Plans and Contract Drawings  
 Approved and fully executed change orders  
 Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

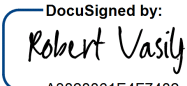

**ARTICLE 8. PREVAILING WAGES.** Contractor is aware of the prevailing wage requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may obtain a copy of the prevailing wages from the City. Contractor shall defend, indemnify and hold the City, its elected

officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**ARTICLE 9. ASSIGNMENT/CORONA UTILITY AUTHORITY.** Contractor understands that the City has entered into a management agreement with the Corona Utility Authority ("CUA") for the maintenance, management and operation of some of its utility system ("CUA Management Agreement"). To the extent that this Contract is deemed to be a "material contract" under the CUA Management Agreement, City enters into this Contract on behalf of the CUA and subject to the terms of the CUA Management Agreement. To the extent that this Contract is deemed to be a "material contract" under the CUA Management Agreement, Contractor has no right to terminate this Contract, either with or without cause, based upon the existence or non-existence of the CUA Management Agreement. Therefore, if the CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Contract on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

<p><b>CITY OF CORONA</b> a municipal corporation</p> <p><b>By:</b></p> <p>_____ Savat Khamphou, P.E. Public Works Director/City Engineer</p> <p><b>Reviewed By:</b></p> <p>_____ Tom Moody Director of Utilities</p> <p><b>Reviewed By:</b></p> <p>_____ Mohammed Ibrahim, P.E. Senior Engineer</p> <p><b>Reviewed By:</b></p> <p>_____ Yasmin Lopez Purchasing Manager</p> <p><b>Attest:</b></p> <p>_____ Sylvia Edwards, City Clerk City of Corona, California</p>	<p><b>MNR CONSTRUCTION, INC.</b> a California corporation</p> <p><b>By:</b>  _____ Robert Vasilj President</p> <p>891298 _____ CSLB License Number</p> <p><b>By:</b>  _____ Marica Vasilj Secretary</p>
--	---



Staff Report

---

**File #:** 22-0913

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/7/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Planning & Development Department

**SUBJECT:**

Release of the grading securities posted by Corona Industrial JV LLC, for the construction of two new industrial buildings located at 1331 East Sixth Street and 150 Radio Road.

**EXECUTIVE SUMMARY:**

This staff report asks that the City Council approve the release of the precise grading securities for two new industrial buildings located at 1331 East Sixth Street and 150 Radio Road. The developer has completed the precise grading improvements and is requesting the release of the posted securities.

**RECOMMENDED ACTION:**

**That the City Council** release the Precise Grading and Erosion Control Securities (Bond No. 268006543 and Deposit No. DEP15-0244).

**BACKGROUND & HISTORY:**

The properties located at 1331 East Sixth Street and 150 Radio Road are part of the combined development of 11.58 acres for two industrial buildings on two parcels. 1331 East Sixth Street is zoned Light Industrial (M1) and 150 Radio Road is zoned General Industrial (M3). Both properties are designated General Industrial in the General Plan and are located north of East Sixth Street and west of Radio Road.

On December 16, 2015, Corona Industrial JV LLC entered into a Precise Grading Agreement and posted securities with the City to commence construction of the industrial buildings. The industrial buildings are now fully constructed.

**ANALYSIS:**

The site was precise graded in accordance with all City Standards and the approved grading plans. Therefore, it is appropriate to release the Grading and Erosion Control Securities associated with the property.

The following is a summary of the securities:

Grading Security	Security No.	Faithful Performance	Receipt No.	Erosion Control
Precise Grading DWG# 15-015P PGR150013	268006543	\$406,400	DEP15-0244	\$8,800

**FINANCIAL IMPACT:**

All applicable fees have been paid by the developer.

**ENVIRONMENTAL ANALYSIS:**

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

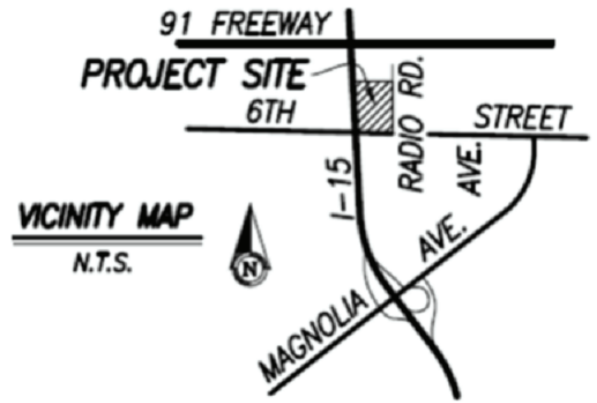
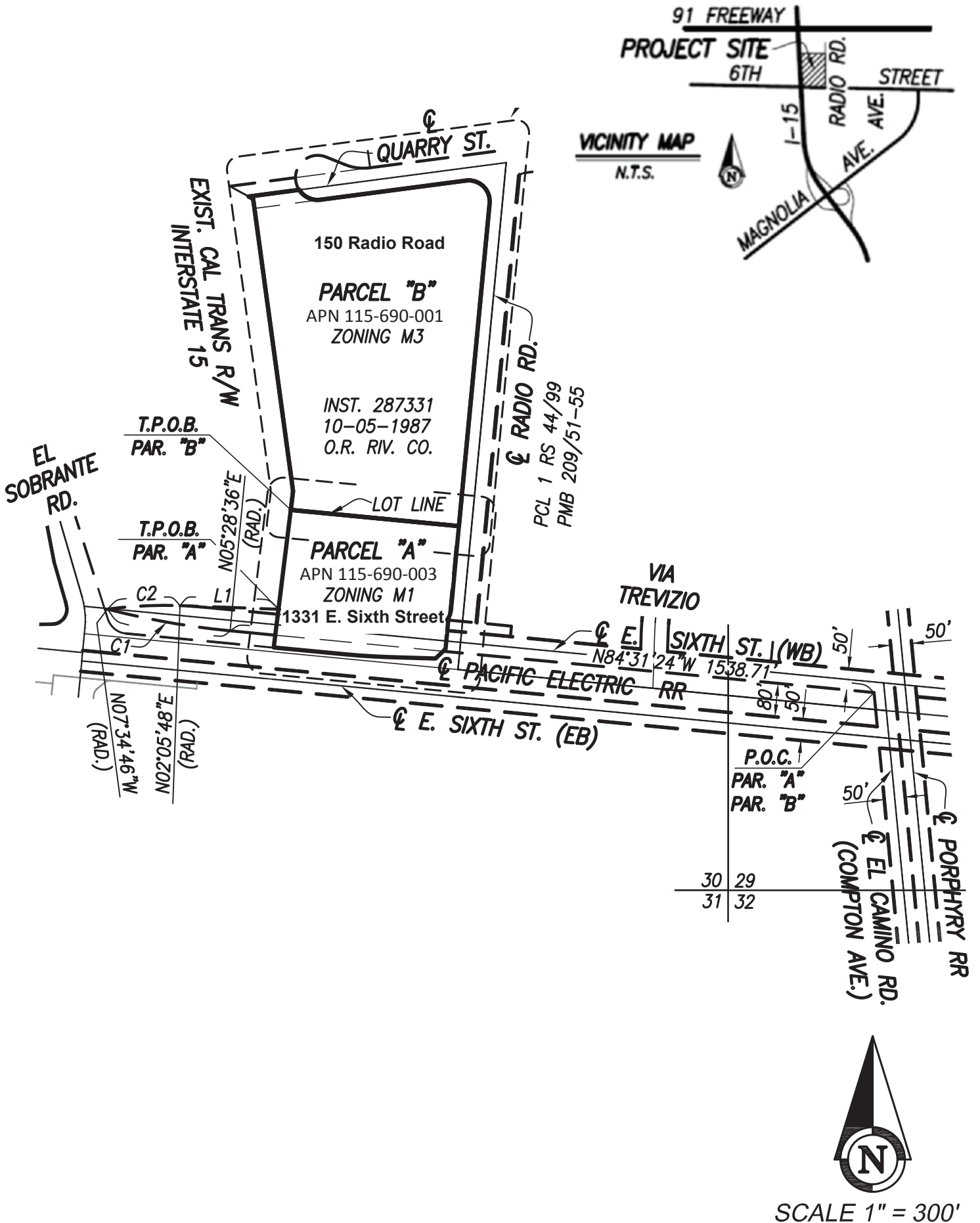
**PREPARED BY:** CHRISTOPHER HORN, P.E., ACTING DEVELOPMENT SERVICES MANAGER

**REVIEWED BY:** JOANNE COLETTA, PLANNING & DEVELOPMENT DIRECTOR

**Attachments:**

1. Exhibit 1 - Location map

# EXHIBIT "1"



SCALE 1" = 300'



Staff Report

---

**File #:** 22-0929

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Community Services Department

**SUBJECT:**  
Amended City of Corona Transit Service Public Transportation Agency Safety Plan.

**EXECUTIVE SUMMARY:**

This staff report asks that Council approve amendments to the adopted City of Corona Transit Service Public Transportation Agency Safety Plan. The current Public Transportation Agency Safety Plan was approved and adopted by the City Council on April 15, 2020 and certified on September 3, 2020. As a result of the pandemic, the Federal Transit Administration requires all safety plans be amended in compliance with 49 U.S. Code 5329(d) to include infectious disease prevention protocols and safety performance targets. Other revisions to the plan include miscellaneous housekeeping updates to clean up staffing, clarify roles, and other such provisions.

**RECOMMENDED ACTION:**

**That the City Council** approve and adopt the amended City of Corona Transit Service Public Transportation Agency Safety Plan.

**BACKGROUND & HISTORY:**

On July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule (49 C.F.R. Part 673), which requires certain public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans, which include processes and procedures for implementing the Safety Management Systems (SMS); collectively these are referred to as the "CCTS Safety Plan".

Per 49 U.S.C. 5307, the City of Corona Transit Service (CCTS) is a qualified public transportation system; as such, CCTS receives annual entitlements of program funds to operate its fixed route (Corona Cruiser) and demand response services (dial-a-ride). In compliance with the 2018 FTA PTASP Final Rule, City staff prepared the CCTS Safety Plan. On April 15, 2020, the City Council approved the CCTS Safety Plan, and as required by the FTA, staff submitted the plan to the

California Department of Transportation (Caltrans), which was certified on September 3, 2020.

#### About the Safety Plan

The development and implementation of a PTASP is to ensure that public transportation systems are safe by establishing the four pillars of the safety management systems:

1. Safety Management Policy:
  - a. Safety objectives
  - b. Confidential employee reporting program
  - c. Organizational accountabilities and safety responsibilities, including the designation of a Chief Safety Officer
2. Safety Risk Management
  - a. Processes for hazard identification, risk assessment, and mitigation
3. Safety Assurance
  - a. Process for safety performance monitoring and measurement
4. Safety Promotion
  - a. Comprehensive safety training program and communication

The CCTS Safety Plan was adopted and is a local policy in conformance with state and federal regulations to ensure that the City will perform the necessary risk management activities, monitor results, and adjust as needed to maintain a safe transportation system. The implementation of this plan is a shared responsibility between the City and its contractor MV Transportation. Therefore, in collaboration, the City and MV Transportation, will continually identify, monitor, and mitigate various safety risks and hazards present in its transit operating environment. In addition, per the PTASP Final Rule, the transit operator is required to set safety performance targets based on the safety performance measures established by the National Public Transportation Safety Plan (NSP). The NSP safety performance measures are for the following categories: Fatalities; Injuries; Safety Events; and System Reliability (State of Good Repair).

The approved CCTS Safety Plan is reviewed annually by staff in partnership with its transit operations contractor; part of the review process includes collecting data and information from its operations, maintenance, and public transportation services to monitor the Agency's safety performance. If no amendments to the plan are needed, City staff certifies the Safety Plan (annually) via FTA's Certifications and Assurances process so that the CCTS Safety Plan continues to meet the requirements of the PTASP Final Rule. Additionally, as part of the regulatory process, the effectiveness of all safety plans are reviewed by and under the FTA's Triennial Review process.

#### **ANALYSIS:**

Per the approved CCTS Safety Plan, the Safety Officer (Transit Program Manager) is responsible for convening a committee represented by City transit staff and the transit operations contractor to review the adopted Safety Plan and make necessary changes, additions, or deletions. Following this committee review, amendments to the CCTS Safety Plan require Council's approval prior to

submission to Caltrans.

Accordingly, in compliance with the plan and the FTA's directive, the committee of City staff and the transit operations contractor have reviewed the plan and made revisions. Below is a summary list of revisions and updates.

1. Updated names and titles of CCTS staff and MV Transportation staff throughout.
2. Reassigned the Chief Safety Officer role to the Community Services Director (previously the Public Works Director).
3. Added sections related to infectious disease prevention programs and protocols.
4. Updated safety performance targets, in compliance with 49 U.S. Code 5329(d) - Public Transportation Agency Safety Plan.
5. Added a program information page to the Safety Management System Section.

Attached to this report are a complete redline and a clean copy of the revisions made to the CCTS Safety Plan.

Staff recommends Council approval of the amended CCTS Safety Plan. If approved, it will become effective immediately and be submitted to the California Department of Transportation.

#### **FINANCIAL IMPACT:**

Approval of the Safety Plan will have no fiscal impact on the City's 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 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 text changes and updates to the City of Corona Transit Safety Plan may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves and adopts the amended CCTS Safety Plan. Since there is no possibility that adopting this action will have a significant effect on the environment, no environmental analysis is required.

**PREPARED BY:** SUDESH PAUL, TRANSIT PROGRAM MANAGER & CYNTHIA LARA, COMMUNITY ASSISTANCE MANAGER

**REVIEWED BY:** ANNE K. TURNER, COMMUNITY SERVICES DIRECTOR

#### **Attachments:**

1. Exhibit 1 - Redline Version of the CCTS Agency Safety Plan
2. Exhibit 2 - Redline Version of the CCTS Safety Management System
3. Exhibit 3 - Clean Version of the Amended CCTS Agency Safety Plan & Safety Management System





City of Corona Transit Service

400 South Vicentia Avenue

Corona, CA 92882

Agency Safety Plan

~~Original Adopted~~ Adopted April 15, 2020

Certified September 3, 2020

Amended December 7, 2022

~~Tom Koper~~ Savat Khamphou Cynthia

~~Lara~~ Anne K. Turner

Acting Public \_\_\_\_\_ Date

Works Director / City Engineer Community Assistance Manager,

-Accountable Executive

Date

**Style Definition:** TOC 2: Tab stops: 6.49",  
Right,Leader: ...

**Formatted:** Indent: Left: 1.25", First line: 0.25", Right:  
2.31"

**Formatted:** Indent: Left: 1.25", First line: 0.25"

**Formatted:** Left, Indent: First line: 1.31"

**Formatted:** Left, Indent: First line: 1.56"

|

## Contents

ABOUT CITY OF CORONA TRANSIT SERVICE (CCTS)	Error! Bookmark not defined.
Definitions .....	556
Section 1 Transit Agency Information .....	778
Subsection 1.1 Accountable Executive .....	778
Subsection 1.2 Chief Safety Officer .....	778
Section 2 Plan Development, Approval, and Updates .....	778
Subsection 2.1 Drafting the Plan .....	889
Subsection 2.2 Signature by the Accountable Executive and Approval by the Board .....	889
Subsection 2.3 Certification of Compliance .....	889
Subsection 2.4 Plan Review and Updates .....	889
Section 3 Safety Performance Targets (SPTs) .....	9910
Subsection 3.1 Target Development .....	9910
Section 4 Overview of the Agency's Safety Management Systems (SMS) .....	124212
Section 5 Safety Management Policy .....	124213
Subsection 5.1 Safety Management Policy Statement .....	124213
Subsection 5.2 Safety Management Policy Communication .....	131313
Subsection 5.3 Employee Safety Reporting Program .....	131314
Subsection 5.4 SMS Authorities, Accountabilities, and Responsibilities .....	154515
Subsection 5.4.1 Accountable Executive .....	154515
Subsection 5.4.2 Chief Safety Officer .....	154516
Subsection 5.4.3 Agency Leadership and Executive Management .....	161616
Subsection 5.4.4 Key Staff .....	161616
Section 6 Safety Risk Management (SRM) .....	174717
Subsection 6.1 Safety Hazard Identification .....	174717
Subsection 6.2 Infection Disease Prevention .....	181818
Subsection 6.23 Safety Risk Assessment .....	181818
Subsection 6.34 Safety Risk Mitigation .....	202020
Section 7 Safety Assurance .....	202021
Subsection 7.1 Safety Performance Monitoring and Measurement .....	212121
Section 8 Safety Promotion .....	222222
Subsection 8.1 Safety Communication .....	222222

<a href="#">Section 9 Documentation.....</a>	<a href="#">242424</a>
<a href="#">Section 10 Program Implementaiton .....</a>	<a href="#">Error! Bookmark not defined.Error! Bookmark not defined.24</a>
<a href="#">Section 10.1 Continuous Plan Evaluation .....</a>	<a href="#">Error! Bookmark not defined.Error! Bookmark not defined.24</a>
<a href="#">Section 11 Policies and Procedures .....</a>	<a href="#">Error! Bookmark not defined.Error! Bookmark not defined.24</a>
<a href="#">Definitions.....</a>	<a href="#">3</a>
<a href="#">Section 1 Transit Agency Information.....</a>	<a href="#">4</a>
<a href="#">Subsection 1.1 Accountable Executive .....</a>	<a href="#">5</a>
<a href="#">Subsection 1.2 Chief Safety Officer.....</a>	<a href="#">5</a>
<a href="#">Section 2 Plan Development, Approval, and Updates.....</a>	<a href="#">5</a>
<a href="#">Subsection 2.1 Drafting the Plan.....</a>	<a href="#">5</a>
<a href="#">Subsection 2.2 Signature by the Accountable Executive and Approval by the Board.....</a>	<a href="#">6</a>
<a href="#">Subsection 2.3 Certification of Compliance .....</a>	<a href="#">6</a>
<a href="#">Subsection 2.4 Plan Review and Updates.....</a>	<a href="#">6</a>
<a href="#">Section 3 Safety Performance Targets (SPTs) .....</a>	<a href="#">7</a>
<a href="#">Subsection 3.1 Target Development.....</a>	<a href="#">7</a>
<a href="#">Section 4 Overview of the Agency's Safety Management Systems (SMS) .....</a>	<a href="#">9</a>
<a href="#">Section 5 Safety Management Policy.....</a>	<a href="#">9</a>
<a href="#">Subsection 5.1 Safety Management Policy Statement.....</a>	<a href="#">10</a>
<a href="#">Subsection 5.2 Safety Management Policy Communication .....</a>	<a href="#">10</a>
<a href="#">Subsection 5.3 Employee Safety Reporting Program .....</a>	<a href="#">11</a>
<a href="#">Subsection 5.4 SMS Authorities, Accountabilities, and Responsibilities .....</a>	<a href="#">12</a>
<a href="#">Subsection 5.4.1 Accountable Executive .....</a>	<a href="#">12</a>
<a href="#">Subsection 5.4.2 Chief Safety Officer.....</a>	<a href="#">12</a>
<a href="#">Subsection 5.4.3 Agency Leadership and Executive Management .....</a>	<a href="#">13</a>
<a href="#">Subsection 5.4.4 Key Staff.....</a>	<a href="#">13</a>
<a href="#">Section 6 Safety Risk Management (SRM).....</a>	<a href="#">14</a>
<a href="#">Subsection 6.1 Safety Hazard Identification .....</a>	<a href="#">14</a>
<a href="#">Subsection 6.2 Safety Risk Assessment .....</a>	<a href="#">15</a>
<a href="#">Subsection 6.3 Safety Risk Mitigation.....</a>	<a href="#">17</a>
<a href="#">Section 7 Safety Assurance .....</a>	<a href="#">17</a>
<a href="#">Subsection 7.1 Safety Performance Monitoring and Measurement.....</a>	<a href="#">18</a>
<a href="#">Section 8 Safety Promotion .....</a>	<a href="#">19</a>

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Justified

Formatted: Font: 14 pt, Bold, Font color: Accent 1

## Definitions

Accident means an Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; an evacuation for life safety reasons.

Accountable Executive means the single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of the Agency; responsibility for carrying out the Agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the Agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. § 5329(d), and the Agency's Transit Asset Management Plan in accordance with 49 U.S.C. § 5326.

Agency or Transit Agency means **City of Corona Transit Service**.

City of Corona Council means governing body of **City of Corona Transit Service**.

Caltrans means the California Department of Transportation

Chief Safety Officer means the adequately trained individual who has responsibility for safety and reports directly to the Transit Agency's chief executive officer.

CFR means Code of Federal Regulations.

Event means any Accident, Incident, or Occurrence.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death, damage to or loss of the facilities, equipment, rolling stock, or infrastructure of the system, or damage to the environment.

Incident means an Event that involves any of the following: a personal injury that is not a serious injury, one or more injuries requiring medical transport, or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of the Transit Agency.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of the Transit Agency.

Part 673 means 49 CFR (Code of Federal Regulations) Part 673.

Performance Measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within the Transit Agency's Safety Management Systems that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the Transit Agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means the Transit Agency's documented commitment to safety, which defines the Transit Agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management Systems (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a Transit Agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Performance Target (SPT) means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the Transit Agency's public transportation system.

Safety Risk Assessment (SRA) means the formal activity whereby the Transit Agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM) means a process within the Transit Agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which: (1) requires hospitalization for more than 48 hours, commencing within seven days from the date the injury was received, (2) results in a fracture of any bone (except simple fractures of fingers, toes, or noses), (3) causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves any internal organ, or (5) involves second or third-degree burns, or any burns affecting more than five percent of the body surface.

State of Good Repair (SGR) means the condition in which a capital asset is able to operate at a full level of performance.

Formatted: Underline

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

U.S.C. means United States Code.

## ***Section 1 Transit Agency Information***

City of Corona Transit Service is a **municipal authority** formed by the **Municipal Authorities Act of 1945**, which operates **fixed route and demand response service** in the city of Corona, Coronita, El Cerrito, Home Gardens in the area of Riverside County, California. City of Corona Transit Service does purchase transportation services from MV Transportation. City of Corona Transit Service is a recipient/subrecipient of Section 5307, local funds, and Transportation Development Act LTF and STA funds. **City of Corona Transit Service does not provide transportation services on behalf of another entity.**

Formatted: Font: 14 pt, Bold, Font color: Accent 1

### ***Subsection 1.1 Accountable Executive***

City of Corona Transit Service's Accountable Executive is the ~~Acting Public Works Director/City Engineer~~ **Community Services Director**. The ~~Acting Public Works Director/City Engineer~~ **Community Services Director** is the single, identifiable person who has ultimate responsibility for carrying out this Agency Safety Plan and the City of Corona Transit Service's Transit Asset Management (TAM) Plan, and control or direction over the human and capital resources needed to develop and maintain both this Plan and the TAM Plan.

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

The ~~Acting Public Works Director/City Engineer~~ **Community Services Director** is accountable for ensuring that the Agency's Safety Management Systems (SMS) is effectively implemented throughout the Agency's public transportation system. The **Community Services Director** ~~Acting Public Works Director/City Engineer~~ is accountable for ensuring action is taken, as necessary, to address substandard performance in the Agency's SMS. The **Community Services Director** ~~Acting Public Works Director/City Engineer~~ may delegate specific responsibilities, but the ultimate accountability for the Transit Agency's safety performance cannot be delegated and always rests with the **Community Services Director** ~~Acting Public Works Director/City Engineer~~.

### ***Subsection 1.2 Chief Safety Officer***

The **Community Services Director** ~~Acting Public Works Director/City Engineer~~ designates the ~~Transportation Transit Program Manager/Planning Supervisor~~ as **City of Corona Transit Service's** Chief Safety Officer who has the authority and responsibility for day-to-day implementation and operation of the Agency's SMS. The Chief Safety Officer holds a direct line of reporting to the Accountable Executive, **as shown in the organization chart in the Attachment "A"**, and has a strong working relationship with the operations and asset management functions at **City of Corona Transit Service**.

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

## ***Section 2 Plan Development, Approval, and Updates***

Caltrans developed the contents of this City of Corona Transit Service plan to meet requirements specified in 49 CFR Part 673 and comply with Part 673.11(d) regarding Caltrans' responsibility to develop an ASP for any small public transportation provider that is located in California. This Plan is based on the four (4) principles or pillars of the Safety Management Systems (SMS). SMS is defined as the formal, top-down, organization-wide, data-driven approach to managing safety risk and assuring the effectiveness of safety mitigations. It includes systematic policies, procedures, and practices for the management of safety risk. The four principles or pillars of SMS are: (1) Safety Management Policy; (2) Safety Risk Management; (3) Safety Assurance; and (4) Safety Promotion.

Formatted: Font: 14 pt, Bold, Font color: Accent 1

### ***Subsection 2.1 Drafting the Plan***

Caltrans drafted this Plan, thus meeting the requirements of 49 CFR Part 673.11(d). FTA will oversee compliance with the requirements of Part 673 through the existing Triennial Review processes.

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

Should **City of Corona Transit Service** no longer meet the definition of a small public transportation provider or choose to opt-out of the Caltrans Agency Safety Plan, within one year from the date of notifying the State of either development **City of Corona Transit Service** will draft and certify its own Agency Safety Plan. If the **City of Corona Transit Service** operates more than 100 vehicles **City of Corona Transit Service** must fulfil requirements of systems operating more than 100 vehicles.

### ***Subsection 2.2 Signature by the Accountable Executive and Approval by the Board***

Pursuant to 49 CFR Part 673.11 (a)(1), this Agency Safety Plan and subsequent updates must be signed by the Accountable Executive and approved by **City of Corona Transit Service's** Board. This plan is developed by City of Corona Transit Service and by signature on the first page of the plan, the Accountable Executive (**Community Services Director Tom Koper, Acting Public Works Director**) confirms the development of the Plan and approval by City Corona's City Council as specified in the Board Agenda found in Attachment "B".

Formatted: Font: Bold

Formatted: Heading 2

### ***Subsection 2.3 Certification of Compliance***

Pursuant to 49 CFR Parts 673.13(a) and 673.13(b), Caltrans certifies that it has established this Agency Safety Plan, meeting the requirements of 49 CFR Part 673 by July 20, 2020 and will certify its compliance with 49 CFR Part 673.

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

After Caltrans initial certification, and on an annual basis **City of Corona Transit Service** must update this Agency Safety Plan by July 20 in perpetuity. All Agency Safety Plan updates shall be signed by the Accountable Executive and approved by **City of Corona Transit Service's** Board.

FTA does not require this plan to be submitted to FTA. Instead, Caltrans will certify that it has established this Safety Plan, which fulfills the requirements under Part 673. FTA annually amends and issues the list of Certifications and Assurances. Caltrans will review such guidance for incorporation into the safety program as necessary.

### ***Subsection 2.4 Plan Review and Updates***

City of Corona Transit Service updates this Safety Plan when information, processes or activities change within the Agency and/or when Part 673 undergoes significant changes, or annually, whichever comes sooner. As **City of Corona Transit Service** collects data through its Safety Risk Management and Safety Assurance processes, shared with Caltrans and the local Metropolitan Planning Organization (MPO) as described in subsection 3.1 below, the MPO and Caltrans will evaluate **City of Corona Transit Service's** safety performance targets (SPTs) to determine whether they need to be changed, as well.

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

This Plan will be jointly reviewed and updated by the Chief Safety Officer and **Transportation Planning Supervisor**, with the assistance of subject matter experts, each **January**. The

Accountable Executive will approve any changes, then forward on to the City of Corona Council for approval.

This Plan may need to be reviewed and updated more frequently based on the following:

- We determine our approach to mitigating safety deficiencies is ineffective;
- We make significant changes to service delivery;
- We introduce new processes or procedures that may impact safety;
- We change or re-prioritize resources available to support SMS;
- We significantly change our organizational structure.

### ***Section 3 Safety Performance Targets (SPTs)***

#### ***Subsection 3.1 Target Development***

**City of Corona Transit Service** includes SPTs in this Safety Plan. These targets are specific numerical targets set by **City of Corona Transit Service** and based on the safety Performance Measures established by FTA in the National Public Transportation Safety Plan. In the most recent version, the 2017 NSP3, FTA adopted four initial safety Performance Measures: (1) Fatalities, (2) Injuries, (3) Safety Events, and (4) System Reliability.

**City of Corona Transit Service** developed safety performance targets that it will review and update annually. The specific safety performance targets are based on the safety performance measures established under the National Public Transportation Safety Plan and the safety performance goals set by Caltrans based on the past three (3) Calendar years of data. The Safety Performance Targets for **City of Corona Transit Service** for the year 2020 is expected to stay within 1% +/- of previous three years data pertaining to fatalities, injuries, safety events, and system reliability.

*Note: Baseline data for each target will need to be provided by each agency for Caltrans to develop goals.*

FTA requires Caltrans to coordinate with **City of Corona Transit Service** and the **Southern California Association of Government (SCAG)** to the maximum extent practicable. Pursuant to 49 CFR Part 673.15(a), **City of Corona Transit Service** will make safety performance targets available to **Southern California Association of Government** to aid in the planning process upon certification of this plan. Additionally, **City of Corona Transit Service** will transmit performance data against the safety performance targets to Caltrans and the Southern California Association of Government on an annual basis.

Caltrans will conduct coordination meetings with the **Southern California Association of Government** for the selection of State and MPO safety performance targets and goals.

#### **CCTS Safety Performance Targets Calculation Methodology**

CCTS will develop Safety Performance Targets (SPTs) that will be reviewed and updated annually. The specific SPTs are based on the safety performance measures established under the

Formatted: Font: 14 pt, Bold, Font color: Accent 1

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

National Public Transportation Safety Plan. CCTS SPTs are based on the past three (3) Calendar years' data. The CCTS average SPTs for the year 2020<sup>92</sup> are derived from averages calculated from cumulative calendar year metrics of ~~2017-2019~~, ~~2018-2020~~, and ~~2019-2021~~ CCTS expects to maintain the CCTS SPTs within 1% of average derived SPTs calculated from the previous three years of data pertaining to fatalities, injuries, safety events, and system reliability. The rate is calculated based on Vehicle Revenue Miles (VRM) per 100,000. For example: Fatalities ÷ by VRM x 100,000; Injuries ÷ by VRM x 100,000; Safety Events ÷ by VRM x 100,000 and System Reliability (VRM ÷ Road Calls).

**Three (3) Year Average \***

Mode of Transit Service	Fatalities (Total)	Fatalities ([safety events/VRM] X 100,000)	Injuries (Total)	Injuries ([safety events/VRM] X 100,000)	Safety Events (Total)	Safety Events ([safety events/VRM] X 100,000)	System Reliability (VRM/Road Calls)	Annual VRM (Total)
Fixed Route Service (MBPT)	0	0	0	0	6	3.35	3,928	166,628
Corona Dial-A Ride/Paratransit (DRPT)	0	0	0.3	0.18	6	4.03	25,793	121,377

\* calculated averages from calendar years 2019 through 2020 CCTS performance metrics

**2021 Calendar Year (CY)**

Mode of Transit Service	Fatalities (Total)	Fatalities ([safety events/VRM] X 100,000)	Injuries (Total)	Injuries ([safety events/VRM] X 100,000)	Safety Events (Total)	Safety Events ([safety events/VRM] X 100,000)	System Reliability (VRM/Road Calls)	Annual VRM (Total)
Fixed Route Service (MBPT)	0	0	0	0	3	1.93	4,451	155,794
Corona Dial-A	0	0	0	0.00	3	3.26	18,415	92,077

**2020 CY**

Mode of Transit Service	Fatalities (Total)	Fatalities ([safety events/VRM] X 100,000)	Injuries (Total)	Injuries ([safety events/VRM] X 100,000)	Safety Events (Total)	Safety Events ([safety events/VRM] X 100,000)	System Reliability (VRM/Road Calls)	Annual VRM (Total)
Fixed Route Service (MBPT)	0	0	0	0	6	3.49	3,513	172,119
Corona Dial-A Ride/Paratransit (DRPT)	0	0	0	0.00	1	1.10	22,761	91,044

**2019 CY**

Mode of Transit Service	Fatalities (Total)	Fatalities ([safety events/VRM] X 100,000)	Injuries (Total)	Injuries ([safety events/VRM] X 100,000)	Safety Events (Total)	Safety Events ([safety events/VRM] X 100,000)	System Reliability (VRM/Road Calls)	Annual VRM (Total)
Fixed Route Service (MBPT)	0	0	0	0	8	4.65	3,822	171,970
Corona Dial-A Ride/Paratransit (DRPT)	0	0	1	0.55	14	7.73	36,202	181,009

**Three (3) Year Average \***

Mode of Transit Service	Fatalities (Total)	Fatalities ([safety events/VRM] X 100,000)	Injuries (Total)	Injuries ([safety events/VRM] X 100,000)	Safety Events (Total)	Safety Events ([safety events/VRM] X 100,000)	-System Reliability (VRM/Road Calls)	Annual VRM (Total)
Fixed-Route Service (MBPT)	0	0	0	0	4	2.13	16,940	172,406
Corona Dial-A Ride/Paratransit (DRPT)	0	0	1	0.53	7	3.60	27,496	191,180

\* calculated averages from calendar years 2017 through 2019 CCTS performance metrics

#### 2019 Calendar Year (CY)

Mode of Transit Service	Fatalities (Total)	Fatalities ([safety events/VRM] X 100,000)	Injuries (Total)	Injuries ([safety events/VRM] X 100,000)	Safety Events (Total)	Safety Events ([safety events/VRM] X 100,000)	-System Reliability (VRM/Road Calls)	Annual VRM (Total)
Fixed-Route Service (MBPT)	0	0	0	0	8	4.65	3,822	171,970
Corona Dial-A Ride/Paratransit (DRPT)	0	0	1	0.55	14	7.73	36,202	181,009

#### 2018 CY

Mode of Transit Service	Fatalities (Total)	Fatalities ([safety events/VRM] X 100,000)	Injuries (Total)	Injuries ([safety events/VRM] X 100,000)	Safety Events (Total)	Safety Events ([safety events/VRM] X 100,000)	-System Reliability (VRM/Road Calls)	Annual VRM (Total)
Fixed-Route Service (MBPT)	0	0	0	0	2	1.17	12,250	171,503
Corona Dial-A Ride/Paratransit (DRPT)	0	0	1	0.55	3	1.66	36,219	181,096

#### 2017 CY

Mode of Transit Service	Fatalities (Total)	Fatalities ([safety events/VRM] X 100,000)	Injuries (Total)	Injuries ([safety events/VRM] X 100,000)	Safety Events (Total)	Safety Events ([safety events/VRM] X 100,000)	-System Reliability (VRM/Road Calls)	Annual VRM (Total)
-------------------------	--------------------	--	------------------	--	-----------------------	---	--------------------------------------	--------------------

Fixed-Route Service (MBPT)	0	0	0	0	1	0.58	34,749	173,744
Corona Dial-A Ride/Paratransit (DRPT)	0	0	1	0.47	3	1.42	10,068	211,435

Formatted: Justified

### ***Section 4 Overview of the Agency's Safety Management Systems (SMS)***

Formatted: Font: 14 pt, Bold, Font color: Accent 1

SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry's existing safety foundation to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. **City of Corona Transit Service's** SMS focuses on applying resources to risk and is based on ensuring that the City of Corona Transit Service has the organizational infrastructure to support decision-making at all levels regarding the assignment of resources. Some key parts of **City of Corona Transit Service's** SMS include:

- Defined roles and responsibilities;
- Strong executive safety leadership;
- Formal safety accountabilities and communication;
- Effective policies and procedures; and
- Active employee involvement

Furthermore, **City of Corona Transit Service's** SMS have four distinct components, which are discussed in subsequent sections to this Safety Plan:

- Safety Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

### ***Section 5 Safety Management Policy***

Formatted: Font: 14 pt, Bold, Font color: Accent 1

The first component of the **City of Corona Transit Service's** SMS is the Safety Management Policy, which is the foundation of the **City of Corona Transit Service's** safety management system. It clearly states the organization's safety objectives and sets forth the policies, procedures, and organizational structures necessary to accomplish the safety objectives. The Safety Management Policy clearly defines management and employee responsibilities for safety throughout the organization. It also ensures that management is actively engaged in the oversight of the system's safety performance by requiring regular review of the Safety Management Policy, budget and program by the designated Accountable Executive.

#### ***Subsection 5.1 Safety Management Policy Statement***

Formatted: Font: Bold

Safety is a core value at City of Corona Transit Service, and managing safety is a core business function. City of Corona Transit Service will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. City of Corona

Formatted: Heading 2

Formatted: Justified

Transit Service overall safety objective is to proactively manage safety hazards and their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operations.

City of Corona Transit Service will:

- Clearly, and continuously explain to all staff that everyone working within City of Corona Transit Service must take part and be responsible and accountable for the development and operation of the Safety Management System (SMS).
- Work continuously to minimize safety risks. Work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards for passengers and employees.
- Work to ensure that all employees are provided appropriate safety information and training, are competent in safety matters, and assigned tasks commensurate with duties and skills.
- Reaffirm that responsibility for making our operations safer for everyone lies with all employees – from executive management to frontline employees. Each manager is responsible for implementing the SMS in their area of responsibility and will be held accountable to ensure that all reasonable steps are taken to perform activities established through the SMS.

Caltrans established safety performance targets to help measure the overall effectiveness of our processes and ensure we meet our safety objectives. City of Corona Transit Service will keep employees informed about safety performance goals and objectives to ensure continuous safety improvement.

#### ***Subsection 5.2 Safety Management Policy Communication***

The Safety Management Policy is communicated throughout the Agency, to all employees, managers, and executives, as well as contractors, and to the City of Corona Council.

This is accomplished through various processes such as:

- Workshops/training sessions - Conducted for Senior Management, Directors, Managers, Supervisors. Once this Plan or any update to this Plan has been signed by the CEO/General Manager approved by the Board of Directors and certified by Caltrans it will become standard practice in perpetuity so that SMS becomes standard business practice. All Union representatives will be kept informed.
- New Hire Safety Orientation – All new employees regardless of their classifications will be trained about their roles and responsibilities pertaining to PTASP and the principles of SMS.
- Safety bulletins, email safety newsletter blasts to staff, toolbox/tailgate safety meetings and/or safety committee meetings

#### ***Subsection 5.3 Employee Safety Reporting Program***

City of Corona Transit Service implemented a process that allows employees [and contracted employees] to report safety conditions to senior management, protections for employees who report safety conditions to senior management. The purpose, description and protections for

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

employees to report unsafe conditions and hazards are described in the Employee Safety Reporting Program as below:

**Purpose:**

a) To establish a system for City of Corona Transit Service employees to identify unsafe conditions or hazards at work and report them to their department management without fear of reprisal. However, disciplinary action could result if the condition reported reveals the employee willfully participated in or conducted an illegal act, gross negligence or deliberate or willful disregard of regulations or procedures, including reporting to work under the influence of controlled substances, physical assault of a coworker or passenger, theft of agency property, unreported safety events, unreported collisions, and unreported passenger injuries or fatalities.

b) To provide guidelines for facilitating the timely correction of unsafe conditions or hazards by City of Corona Transit Service management.

**Description:**

a) This program provides a method for City of Corona Transit Service management to identify, evaluate, and correct or avoid unsafe conditions or hazards, procedural deficiencies, design inadequacies, equipment failures, or near misses that adversely affect the safety of employees.

Examples of voluntary safety reports include:

- Safety hazards in the operating environment (for example, county or city road conditions),
- Policies and procedures that are not working as intended (for example, insufficient time to complete pre-trip inspection),
- Events that senior managers might not otherwise know about (for example, near misses), and
- Information about why a safety event occurred (for example, radio communication challenges).

b) The program also involves recommending corrective actions and resolutions of identified unsafe conditions or hazards and/or near miss.

c) All employees have the obligation to report immediately any unsafe conditions or hazards and near miss to their immediate supervisor /department manager and may do so without fear of reprisal.

d) Unsafe conditions or hazards may also be identified as a result of occupational injury or illness investigations and/or by accident investigation.

e) Other means by which hazards may be identified are inspections/audits or observations made by the supervisors/management staff as referenced in agency's Safety Inspection Program.

f) Findings will be published immediately following mitigation actions. If employee identification is available, direct feedback regarding mitigation will be provided.

#### **Subsection 5.4 SMS Authorities, Accountabilities, and Responsibilities**

This Plan has assigned specific SMS authorities, accountabilities, and responsibilities to the designated Accountable Executive; Chief Safety Officer; Agency's Leadership/Executive Management; and Key Staff/Employees as described below:

##### **Subsection 5.4.1 Accountable Executive**

City of Corona Transit Service's Accountable Executive is **Community Services Director** ~~Acting Public Works Director/City Engineer~~. The **Community Services Director** ~~Acting Public Works Director/City Engineer~~ is accountable for ensuring that the Agency's SMS is effectively implemented throughout the Agency's public transportation system. The **Community Services Director** ~~Acting Public Works Director/City Engineer~~ is accountable for ensuring action is taken, as necessary, to address substandard performance in the Agency's SMS. The **Community Services Director** ~~Acting Public Works Director/City Engineer~~ may delegate specific responsibilities, but the ultimate accountability for the City of Corona Transit Service's safety performance cannot be delegated and always rests with the **Community Services Director** ~~Acting Public Works Director/City Engineer~~. The **Community Services Director** ~~Acting Public Works Director/City Engineer~~ is accountable for ensuring that the Agency's SMS is effectively implemented, and that action is taken, as necessary, to address substandard performance in the Agency's SMS. The Accountable Executive may delegate specific responsibilities, but not accountability for City of Corona Transit Service's safety performance.

The **Community Services Director** ~~Acting Public Works Director/City Engineer~~ roles include, but are not limited to:

- Decision-making about resources (e.g. people and funds) to support asset management, SMS activities, and capital investments;
- Signing SMS implementation planning documents;
- Endorsing SMS implementation team membership; and
- Ensuring safety concerns are considered and addressed in the agency's ongoing budget planning process.
- Ensuring transparency in safety priorities: for the Board of Directors and for the employees.
- Establishing guidance on the level of safety risk acceptable to the agency.
- Assuring safety policy is appropriately communicated throughout the agency.
- Other duties as assigned/necessary.

##### **Subsection 5.4.2 Chief Safety Officer**

The Chief Safety Officer has the authority and responsibility for day-to-day implementation and operation of the City of Corona Transit Service's SMS.

Chief Safety Officer's Roles include:

- Decision-making about resources (e.g., people and funds) to support asset management, SMS activities, and capital investments;
- Overseeing the safety risk management program by facilitating hazard identification, safety risk assessment, and the development and implementation of safety risk mitigations.
- Monitoring safety risk mitigation activities;

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

- Providing periodic reports on safety performance;
- Briefing the Accountable Executive and Corona City Council on SMS implementation progress;
- Planning safety management training; and
- Developing and organizing annual audits/reviews of SMS processes and the Agency Safety Plan to ensure compliance with 49 CFR Part 673 requirements.
- Maintaining safety documentation.
- Other duties as assigned/necessary.

#### ***Subsection 5.4.3 Agency Leadership and Executive Management***

The **Chief Operations Officer and the department directors or managers of each department** comprise Agency Leadership/Executive Management. Some of their responsibilities include:

- Day-to-day implementation of the Agency's SMS throughout their department and the organization.
- Communicating safety accountability and responsibility from the frontline employees to the top of the organization.
- Ensuring employees are following their working rules and procedures, safety rules and regulations in performing their jobs, and their specific roles and responsibilities in the implementation of this Agency Safety Plan and the Agency's SMS.
- Ensuring that employees comply with the safety reporting program and are reporting unsafe conditions and hazards to their department management; and making sure reported unsafe conditions and hazards are addressed in a timely manner.
- Ensuring that resources are sufficient to carry out employee training/certification and re-training as required by their job classifications.

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

#### ***Subsection 5.4.4 Key Staff***

The agency Key Staff/Employees may include managers, supervisors, specialists, analysts, database administrators, and other key employees who are performing highly technical work and overseeing employees performing critical tasks and providing support in the implementation of this Agency Safety Plan and SMS principles in various departments throughout the agency.

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

City of Corona Transit Service's Key Staff/Employees responsibilities include:

- Ensuring that employees are complying with the safety reporting program.
- Ensuring supervisors are conducting their toolbox safety meetings
- Promoting safety in employee's respective area of responsibilities – That means: zero accidents; absence of any safety concerns; perfect employee performance; and compliance with agency rules and procedures and regulatory requirements.
- Ensuring safety of passengers, employees, and the public.
- Responding to customer complaints and expectations for frequency, reliability, and convenience of service.
- Replacing and maintaining aging facilities, equipment, and infrastructure.
- Meeting increasing demands for fixed route, commuter service and paratransit service.
- Developing and maintaining programs to gather pertinent data elements to develop safety performance reports and conduct useful statistical analyses to identify trends and system performance targets.

- Establishing clear lines of safety communication and holding accountability for safety performance.
- Assisting as subject matter experts in safety risk assessment and safety risk mitigation processes.

## ***Section 6 Safety Risk Management (SRM)***

The second component of the City of Corona Transit Service's SMS is Safety Risk Management, which includes processes and procedures to provide an understanding of the Agency's operations and vehicle maintenance to allow individuals to identify hazards associated with those activities.

**City of Corona Transit Service** has implemented a Safety Risk Management process for all elements of its transportation system. The Safety Risk Management process includes the following activities: safety hazard identification, safety risk assessment, and safety risk mitigation.

### ***Subsection 6.1 Safety Hazard Identification***

Hazard identification is the first step in the Safety Risk Management process and a key component. It involves these fundamental safety-related activities: Identifying safety hazards and their consequences; assessing the risks associated with the consequences of the hazards; and developing mitigations to reduce the potential consequences of the identified hazards.

The following is **City of Corona Transit Service's** methods and processes to identify hazards. The Agency considers, as a source for hazard identification, data and information provided by an oversight authority and the FTA. Hazards are identified through a variety of sources, including:

- Employee safety reporting,
- Review of vehicle camera footage,
- Review of monthly performance data and safety performance targets,
- Observations from supervisors,
- Maintenance reports,
- Comments from customers, passengers, and third parties,
- Safety committee, driver and all-staff meetings,
- Results of audits and inspections of vehicles and facilities,
- Results of training assessments
- Investigations into safety events, incidents and occurrences, and
- Information from FTA and oversight authorities.

When a hazard has been identified, whatever the source, it is reported to the City of Corona Transit Service Chief Safety Officer, who enters it into the Hazard Log. The Chief Safety Officer also may enter hazards into this log based on reviews of operations and maintenance activities and procedures.

The Chief Safety Officer will investigate hazards to collect information and determine if hazards need to be entered into the safety risk assessment process. In following up on identified hazards, the Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard,

**Formatted:** Font: 14 pt, Bold, Font color: Accent 1

**Formatted:** Font: Bold

**Formatted:** Heading 2

**Formatted:** Justified

**Formatted:** Justified, Indent: Left: 0.25"

**Formatted:** Justified

**Formatted:** Justified, Indent: Left: 0.25"

- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary,
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard,
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents, etc.),
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard,
- Review any past reported hazards of a similar nature, and
- Evaluate tasks and/or processes associated with the reported hazard.

Any identified hazard that poses an immediate risk to transit operations, the health and safety of employees or the public, or equipment must immediately be brought to the attention of the Accountable Executive and placed through the Safety Risk Management process for safety risk assessment and mitigation. Otherwise, hazards will be prioritized for further Safety Risk Management activity.

#### Subsection 6.2 Infectious Disease Prevention

CCTS follows the Center for Disease Control (CDC) guidelines for all infectious disease exposures. CCTS will also monitor the Riverside County Office of Public Health and California Occupational Safety and Health Administration (OSHA) guidelines and maintain the highest level of employee safety. In addition, the City has developed and implemented the COVID-19 Prevention Program which is designed to control employees' exposure to COVID-19 that may occur in the workplace. These documents can be found on the City's intranet and in the appendix of this plan. Further, the City's transit operations contractor, MV Transportation, has updated its Injury and Illness Prevention Program to include COVID-19 Health and Safety Preparedness. This document is also included in the appendix.

#### Subsection 6.2.3 Safety Risk Assessment

Safety risk assessment defines the level or degree of the safety risk by assessing the likelihood and severity of the consequences of hazards and prioritizes hazards based on the safety risk. The Chief Safety Officer, with assistance from key staff subject matter experts, is responsible for assessing identified hazards and ratings using the safety risk matrix below. Prioritizing safety risk provides the Accountable Executive with the information needed to make decisions about resource application.

The following matrix, adopted from the TSI Participation Guide – SMS Principles for Transit, facilitates the ranking of hazards based on their probability of occurrence and severity of their outcome.

Probability Levels			
Description	Level	Specific Individual Item	Fleet Inventory

Formatted: Justified

Formatted: Font: Bold, Font color: Auto

Formatted: Font: Bold, Font color: Auto

Formatted: Heading 2, Space Before: 0 pt, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Justified

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

Frequent	A	Likely to occur often in the life of an item.	Continuously experienced.
Probable	B	Will occur several times in the life of an item.	Will occur frequently.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times.
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible.
Eliminated	F	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

The measuring goes from A to F with A being frequent or likely to occur frequently and E being improbable or expected that this event will most likely never occur. The designation F is used when potential hazards are identified and later eliminated.

Formatted: Justified

Severity Levels		
Description	Level	Mishap Result Criteria
Catastrophic	1	Could Result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M
Critical	2	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M
Marginal	3	Could result in one or more of the following: injuries or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100k but less than \$1M
Negligible	4	Could result in one or more of the following: injuries or occupational illness not resulting in lost work day, minimum environmental impact. Or monetary loss less than \$100k.

The Safety Risk Severity Table presents a typical safety risk. It includes four categories to denote the level of severity of the occurrence of a consequence, the meaning of each category, and the assignment of a value to each category using numbers. In this table, 1 is considered catastrophic meaning possible deaths and equipment destroyed and 4 is considered negligible or of little consequence with two levels in between.

Formatted: Justified

Safety Risk Probability and Safety Risk Severity are combined into the Safety Risk Index Ranking to help prioritize safety risks according to the table below.

Safety Risk Assessment Matrix				
Severity → Probability ↓	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
A-Frequent	1A	2A	3A	4A
B- Probable	1B	2B	3B	4B
C-Occasional	1C	2C	3C	4C

D- Remote	1D	2D	3D	4D
E- Improbable	1E	2E	3E	4E
F- Eliminated				
<b>Safety Risk Index Ranking</b>				
1A, 1B, 1C, 2A, 2B	High	Unacceptable		
1D, 2C, 3A, 3B	Serious	Undesirable - With management decision required		
1E, 2D, 2E, 3C, 3D, 3E, 4A, 4B,	Medium	Acceptable - with review by management		
4C, 4D, 4E	Low	Acceptable - without review		

The Chief Safety Officer documents recommendations regarding hazard rating and mitigation options and reports this information to the Accountable Executive.

Formatted: Justified

#### **Subsection 6.34 Safety Risk Mitigation**

The Chief Safety Officer, assisted by Key Staff subject matter experts, reviews current safety risk mitigations and establish procedures to 1) eliminate; 2) mitigate; 3) accept specific risks. Prioritization of safety remediation measures is based on risk analysis and a course of action acceptable to City of Corona Transit Service management.

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

The safety risk must be mitigated if ranked as Unacceptable (High- Red). Those safety risks that have been mitigated, even those mitigated risks shown as Acceptable status (Low -Green) undergo regular and consistent monitoring to ensure the mitigation strategy is effective.

Key strategies to minimize the types of risks that potentially exist include:

- Development and deployment of policies and procedures that address known hazards and risks,
- Discussion of other actions, strategies and procedures that might help safeguard against unknown/unforeseen risks,
- Training of drivers and other agency staff on all safety policies and procedures,
- Training of drivers and other agency staff on methodologies for handling emergencies, and
- Training of drivers and staff on proper and effective use of emergency equipment and communication technologies and protocol.

Safety risk mitigations are tracked and updated in the Hazard Log by the Chief Safety Officer.

#### **Section 7 Safety Assurance**

Formatted: Font: 14 pt, Bold, Font color: Accent 1

The third component of the Agency's SMS is Safety Assurance, which ensures the performance and effectiveness of safety risk controls established under safety risk management. Safety assurance also helps ensure that the organization meets or exceeds its safety objectives through the collection, analysis, and assessment of data regarding the organization's performance. Safety assurance includes inspection activities to support oversight and performance monitoring.

The City of Corona Transit Service monitors its operations and maintenance protocols and procedures, and any safety risk mitigations to ensure that it is implementing them as planned. Furthermore, the Agency investigates safety events (as defined in CCTS' SMS pg. 12) and any reports of non-compliance with applicable regulations, standards, and legal authority. Finally, the

Agency continually monitors information reported to it through any internal safety reporting programs, including the employee safety reporting program.

Some of the key elements of City of Corona Transit Service’s Safety Performance Monitoring and Measurement are shown below in subsection 7.1:

### ***Subsection 7.1 Safety Performance Monitoring and Measurement***

As part of the Safety Assurance Process, **City of Corona Transit Service:**

- Monitors the system for compliance with, and sufficiency of, the Agency’s procedures for operations and maintenance through:
  - Safety audits,
  - Informal inspections,
  - Regular review of on-board camera footage to assess drivers and specific incidents,
  - Safety surveys,
  - Employee safety reporting program,
  - Investigation of safety occurrences,
  - Safety review prior to the launch or modification of any facet of service,
  - Daily data gathering and monitoring of data relating to the delivery of service,
  - Regular vehicle inspections and preventative maintenance, and
  - Continuous feedback loop between leadership and all levels of the agency.
- Monitors its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended through:
  - Reviewing results from accident, incident, and occurrence investigations,
  - Monitoring employee safety reporting,
  - Reviewing results of internal safety audits and inspections, and
  - Analyzing operational and safety data to identify emerging safety concerns.
- Conducts investigations of safety events to identify causal factors; and
- Monitors information reported through any internal safety reporting programs.
  - The Chief Safety Officer routinely reviews safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer ensures that the issues and concerns are investigated or analyzed through the safety risk assessment process.
  - The Chief Safety Officer also reviews the results of internal and external reviews, including audits and assessments, with findings affecting safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations. The Chief Safety Officer discusses relevant safety issues and concerns with the Accountable Executive and executive management and documents the results of these reviews in the Hazard Log.

In the event of a fatality, the **City of Corona Transit Service** complies with all FTA drug and alcohol requirements.

In California, every driver involved in an accident that results in death, injury, or property damage

Formatted: Font: Bold

Formatted: Heading 2

Formatted: Justified

over \$1000, effective January 1, 2017, must report the accident on a [Report of Traffic Accident Occurring in California](#) (SR 1) form to DMV. The report forms are available at [www.dmv.ca.gov](http://www.dmv.ca.gov), by calling 1-800-777-0133, and at CHP and DMV offices. Also, under California Vehicle Code § 16002(b) the driver of a vehicle that is owned or operated by a publicly owned or operated transit system, or that is operated under contract with a publicly owned or operated transit system, and that is used to provide regularly scheduled transportation to the general public or for other official business of the system shall, within 10 days of the occurrence of the accident, report to the transit system any accident of a type otherwise required to be reported pursuant to [subdivision \(a\) of Section 16000](#). The **City of Corona Transit Service** requires driver notification to the **City of Corona Transit Service** immediately and maintains records of any report filed pursuant to this paragraph.

## ***Section 8 Safety Promotion***

The fourth component of the Agency's SMS is Safety Promotion, which includes a combination of training and communication of safety information to employees to enhance the Agency's safety performance. Safety Promotion sets the tone for the SMS and helps City of Corona Transit Service to establish and maintain a robust safety culture. Safety Promotion has two-components: (1) Safety Communication; and (2) Competencies and Training.

### ***Subsection 8.1 Safety Communication***

**City of Corona Transit Service** communicates safety and safety performance information throughout the organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through an employee safety reporting program.

Ongoing safety communication is critical and City of Corona Transit Service ensures communication occurs up, down, and across all levels of the organization. Any lessons learned are communicated to all concerned. Management commitment to address safety concerns and hazards is communicated on a regular basis. Management encourages and motivates employees to communicate openly, authentically, and without concern for reprisal; ensures employees are aware of SMS principles and understand their safety-related roles and responsibilities; conveys safety critical information such as accident data, injuries, and reported safety concerns and hazards and their resolutions to employees. City of Corona Transit Service's tools to support safety communication include:

- Safety bulletins
- Safety notices
- Posters
- CDs or Thumb drives or online safety video access
- Newsletters
- Briefings or Toolbox talks
- Seminars and workshops
- New employee training and refresher training
- Intranet or social media
- Safety Committee Meetings

**Formatted:** Font: 14 pt, Bold, Font color: Accent 1

**Formatted:** Font: Bold

**Formatted:** Heading 2

**Formatted:** Justified

**Competencies and Training:** Executive Management ensures that all employees attend the training provided to understand their specific roles and responsibilities for the implementation of SMS. City of Corona Transit Service provides SMS training in the following areas:

**All Employees:**

- Understanding of Safety Performance Targets
- Understanding of fundamental principles of SMS
- Understanding of Safety Reporting Program – Reporting unsafe conditions and hazards/near misses
- Understanding of their individual roles and responsibilities under SMS

**Managers and Supervisors**

- Understanding of Safety Risk Management
- Understanding of Safety Assurance
- Understanding of Safety Promotion
- Understanding of their individual roles and responsibilities for SMS

**Executive Management:**

- Understanding of management commitment to and support of all SMS activities.

All employees are required to acquire the competencies and knowledge for the consistent application of their skills as they relate to safety performance objectives. City of Corona Transit Service dedicates resources to conduct effective safety-related skill training. The scope of the safety training is appropriate to each employee's individual safety-related job responsibilities and their role in SMS. Components of City of Corona Transit Service's skill-related training include:

- Conducting training needs analyses to ensure that the right information is being taught to the right employees using the most efficient training methods.
- Communicating purpose, objectives, and outcome.
- Ensuring relevant content by directly linking training to the trainee's job experiences so trainees are more motivated to learn.
- Using active hands-on demonstrations and practice to demonstrate skills that are being taught and provide opportunities for trainees to practice skills.
- Providing regular feedback during hands-on practice and exercises.
- Reinforcing training concepts in the post-training work environment by giving employees opportunities to perform what they've learned.

**Safety-related skill training programs provided by the transit agency, per "4.1 Competencies & Training" in MV Transportation's "Safety Management System Plan 2019"**

City of Corona Transit Service conducts refresher training **monthly**, during employee safety meetings.

### ***Section 9 Documentation***

Pursuant to 49 CFR Part 673.31, **City of Corona Transit Service** maintains records related to this Safety Plan and SMS implementation for a minimum of three years. These documents include but are not limited to the results from SMS processes and activities. City of Corona Transit Service will make these documents available to FTA Region 9, Caltrans, and other Federal and state agencies upon request.

**Formatted:** Font: 14 pt, Bold, Font color: Accent 1

**Formatted:** Heading 1, Justified, Space Before: 0 pt

**Formatted:** Justified

**Formatted:** Font: 11 pt

**Formatted:** Font: 11 pt, Not Bold

**Formatted:** Justified

~~2020~~2022

Style Definition: TOC 1

Style Definition: TOC 2: Tab stops: 6.99", Right,Leader:

...

# City of Corona Transit Service Safety Management System



Sudesh Paul

City of Corona City of Corona Transit Service

4/6/2020 11/28/2022 12/7/2022



## City of Corona Transit Service, Safety Management System (SMS)

### MISSION/OBJECTIVE

The City of Corona Transit Service (CCTS) is committed to operating a public transportation system that offers reliable, accessible, and convenient service with safe vehicles and facilities. CCTS overall safety objective is to proactively manage safety hazards and their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operations.

Formatted: Font: 14 pt

Formatted: Heading 1

Formatted: Font: (Default) +Body (Calibri)

### ABOUT CITY OF CORONA TRANSIT SERVICE (CCTS)

City of Corona Transit Service (CCTS) provides both fixed route, Corona Cruiser, and Dial-A-Ride (DAR) services. CCTS serves a diverse population of over 168,000 residents. The city limits encompass approximately 39 square miles.

Formatted: Font: (Default) +Headings (Calibri Light)

Formatted: Font: 14 pt

Formatted: Font: (Default) +Headings (Calibri Light), 14 pt

Formatted: Font: (Default) +Body (Calibri)

Dial-A-Ride service commenced in 1977 and provides curb-to-curb service throughout the City of Corona, neighboring county areas of Coronita, El Cerrito, Home Gardens, and satellite locations in the City of Norco. The complementary paratransit service DAR service extends beyond city limits to ensure compliance with the Americans with Disability Act (ADA) ¾ mile corridor around Corona Cruiser fixed route service. Door-to-door service is available upon request for DAR patrons certified under the ADA. The Corona Cruiser fixed route service commenced in 2001 and operates along two routes, the Red Line and Blue Line, using five buses during peak service. The routes provide access to commercial, retail and residential areas, medical facilities, schools, jobs, and links to other transit services. CCTS contracts with the private sector to provide a turn-key transit operation

### Version 3, 11/29/22

The Federal Transit Administration (FTA) has issued rules that require public transit agencies to draft a Safety Plan in accordance with 49 C.F.R. Part 673 (Part 673). The full text of the Part 673 is available at <http://www.transit.dot.gov/PTASP>.

Formatted: Font: (Default) +Body (Calibri)

Formatted: Font: (Default) +Body (Calibri)

Formatted: Font: (Default) +Body (Calibri)

Formatted: Justified

Formatted: Font: (Default) +Body (Calibri)

Formatted: Font: (Default) +Body (Calibri)



## City of Corona Transit Service, Safety Management System (SMS)

### City of Corona Transit Service Information

<u>Transit Agency Name</u>	<u>City of Corona Transit Service</u>		
<u>Transit Agency Address</u>	<u>400 S. Vicentia Avenue, Suite 225, Corona, CA 92882</u>		
<u>Name and Title of Accountable Executive</u>	<u>Anne K. Turner, Community Service Director</u>		
<u>Name of Chief Safety Officer or SMS Executive</u>	<u>Sudesh Paul, Transit Program Manager</u>		
<u>Mode(s) of Service Covered by the Plan</u>	<u>Fixed Route</u> <u>Demand Response</u>	<u>List All FTA Funding Types (e.g., 5307, 5310, 5311)</u>	<u>5307, 5339</u>
<u>Modes(s) of Service Provided by the Transit Agency</u>	<u>Contract Operated Fixed Route</u> <u>Contract Operated Demand Response</u>		

Formatted Table

### Plan Development, Approval, and Updates

<u>Name of Entity That Drafted This Plan</u>	<u>City of Corona Transit Service</u>	
<u>Signature by the Accountable Executive</u>		
	<u>Signature of Accountable</u>	<u>Date of Signature</u>
<u>Approval by the Board of Directors or an Equivalent Authority</u>	<u>City Council</u>	
	<u>Name of Entity That Approved this Plan</u>	<u>Date of Approval</u>

Formatted Table



City of Corona Transit Service, Safety Management System (SMS)

**Revision/Update History**

<b><u>Agency Name:</u></b>	<u>City of Corona Transit Service</u>
<b><u>FTA Recipient ID:</u></b>	<u>1638</u>
<b><u>Accountable Executive:</u></b>	<u>Anne K. Turner, Community Services Director</u>
<b><u>Initial City of Corona Council Adoption:</u></b>	<u>April 15, 2020</u>
<b><u>SMS Effective Date</u></b>	<u>July 31, 2020</u>

<u>Last Modified By (Name):</u>	<u>Last Modified (Date):</u>
<u>Gerardo Sanabria</u>	<u>06/15/2020</u>
<u>Sudesh Paul</u>	<u><del>11/30</del>12/7/2022</u>



City of Corona Transit Service, Safety Management System (SMS)

Revision / Update History

Agency Name: City of Corona Transit Service

Accountable Executive: Tom Koper, Acting Public Works Director / City EngineerCynthia Lara, Community

Initial City of Corona Council Adoption Date: TBD

SMS Effective Date: TBD

Last Modified by (name)	Last Modified (date)



## City of Corona Transit Service, Safety Management System (SMS)

### Introduction

On July 19, 2018, The Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). The documented processes and procedures for the Agency's SMS must consist of four main elements: (1) Safety Management Policy, (2) Safety Risk Management, (3) Safety Assurance, and (4) Safety Promotion.

In the case of conflict between Corona's Agency Safety Plan and Corona's Safety Management System that includes its Transit Operations Contractor's Safety Management System Plan (MV Transportation "Safety Management System Plan 2019"), Corona's Agency Safety Plan and SMS shall take precedence over, and shall be used in lieu of, such conflicting provisions. Corona's Safety Management System including those of its Contracted Transit Operator have been arranged into a format that parallels the Public Transportation Agency Safety Plan (PTASP) Final Rule.



## City of Corona Transit Service, Safety Management System (SMS)

### Corona's Safety Management System Contents

<u>MISSION/OBJECTIVE .....</u>	<u>1</u>
<u>ABOUT CITY OF CORONA TRANSIT SERVICE (CCTS) .....</u>	<u>1</u>
<u>Introduction.....</u>	<u>554</u>
<u>I. Safety Management Policy .....</u>	<u>11117</u>
<u>Safety Management Policy Statement .....</u>	<u>11117</u>
<u>Purpose .....</u>	<u>12128</u>
<u>Policy.....</u>	<u>12128</u>
<u>Reporting Unsafe Conditions .....</u>	<u>13139</u>
<u>Safety Management Policy Communication .....</u>	<u>13139</u>
<u>Safety Accountabilities and Responsibilities.....</u>	<u>13139</u>
<u>Employee Safety Reporting Program.....</u>	<u>151511</u>
<u>Vehicle Safety Defects Reporting .....</u>	<u>151511</u>
<u>On-Route Safety Issue Reporting Procedures .....</u>	<u>151511</u>
<u>Employee Behaviors/Retraining Procedures.....</u>	<u>161612</u>
<u>Other Employee Safety Reporting Procedures.....</u>	<u>161612</u>
<u>II. Safety Risk Management .....</u>	<u>161612</u>
<u>Safety Risk Management Process.....</u>	<u>161612</u>
<u>Monthly Facility Inspections .....</u>	<u>171713</u>
<u>Reporting .....</u>	<u>171713</u>
<u>Training.....</u>	<u>171713</u>
<u>Assessment .....</u>	<u>171713</u>
<u>Quarterly Accident Reviews.....</u>	<u>171713</u>
<u>Hazard Management Process.....</u>	<u>181814</u>
<u>Purpose.....</u>	<u>181814</u>
<u>Hazard Management Consists of: .....</u>	<u>181814</u>



## City of Corona Transit Service, Safety Management System (SMS)

<u>Hazard Identification .....</u>	<u>181814</u>
<u>Employee Hazard Reporting .....</u>	<u>191914</u>
<u>Infectious Disease Prevention .....</u>	<u>191915</u>
<u>III. Safety Assurance .....</u>	<u>191915</u>
<u>Safety Performance Monitoring and Measurement .....</u>	<u>191915</u>
<u>Reporting .....</u>	<u>191915</u>
<u>Investigations .....</u>	<u>191915</u>
<u>Safety Information Monitoring .....</u>	<u>202016</u>
<u>Proactive Observations and Evaluations .....</u>	<u>202016</u>
<u>Safety Inspections .....</u>	<u>202016</u>
<u>Monthly Facility Inspections .....</u>	<u>212117</u>
<u>Quarterly Reviews .....</u>	<u>212117</u>
<u>Root Cause Analysis .....</u>	<u>212117</u>
<u>Hazard Investigation, Evaluation, and Analysis .....</u>	<u>212117</u>
<u>Hazard Severity Categories .....</u>	<u>212117</u>
<u>Hazard Frequency Categories .....</u>	<u>222218</u>
<u>Hazard Assessment Table .....</u>	<u>232319</u>
<u>Hazards and Corrective Actions Tracking .....</u>	<u>242420</u>
<u>Hazards Communications and Reporting .....</u>	<u>242420</u>
<u>IV. Safety Promotion .....</u>	<u>242420</u>
<u>Safety Performance Monitoring and Measurement .....</u>	<u>242420</u>
<u>Reporting .....</u>	<u>252521</u>
<u>Investigations .....</u>	<u>252521</u>
<u>Safety Information Monitoring .....</u>	<u>252521</u>
<u>Proactive Observations and Evaluations for Operator Safety Adherence .....</u>	<u>252521</u>
<u>V. Management of Change (Not Required for Small Public Transportation Providers) .....</u>	<u>262622</u>
<u>Configuration and Change Management .....</u>	<u>262622</u>
<u>Bus Operations and Transit Planning .....</u>	<u>262622</u>
<u>Planning .....</u>	<u>262622</u>
<u>Operations .....</u>	<u>272723</u>
<u>VI. Continuous Improvement (Not Required for Small Public Transportation Providers) .....</u>	<u>282824</u>
<u>Quarterly Accident Reviews .....</u>	<u>282824</u>



## City of Corona Transit Service, Safety Management System (SMS)

<i>Daily Reviews</i> .....	282824
VII. Program Implementation.....	282824
<i>Responsibility for the AGENCY SAFETY PLAN</i> .....	282824
<i>Continuous Plan Evaluation</i> .....	292925
<i>Strategic Communications and Coordination</i> .....	292925
<i>Transit Safety and Security Manager</i> .....	292925
<i>Public Safety Outreach</i> .....	303026
VIII. Policies and Procedures.....	303026
List of Definitions and Acronyms Used.....	323228
Introduction.....	2
I..... Safety Management Policy.....	58
Safety Management Policy Statement.....	68
Purpose.....	69
Policy.....	69
Reporting Unsafe Conditions.....	710
Safety Management Policy Communication.....	810
Safety Accountabilities and Responsibilities.....	811
Employee Safety Reporting Program.....	1012
Vehicle Safety Defects Reporting.....	1012
On-Route Safety Issue Reporting Procedures.....	1012
Employee Behaviors/Retraining Procedures.....	1013
Other Employee Safety Reporting Procedures.....	1013
II..... Safety Risk Management.....	1113
Safety Risk Management Process.....	1113
Monthly Facility Inspections.....	1114
Reporting.....	1114
Training.....	1114
Assessment.....	1214
Quarterly Accident Reviews.....	1214
Hazard Management Process.....	1215

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Tab stops: Not at 0.31"

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Tab stops: Not at 0.31"

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted** ...

**Formatted** ...



## City of Corona Transit Service, Safety Management System (SMS)

Purpose.....	1215
Hazard management consists of: .....	1215
Hazard Identification .....	1315
Employee Hazard Reporting .....	1316
III.....	Safety Assurance
.....	1316
Safety Performance Monitoring and Measurement .....	1316
Reporting .....	1316
Investigations .....	1416
Safety Information Monitoring .....	1416
Proactive Observations and Evaluations .....	1417
Safety Inspections .....	1517
Monthly Facility Inspections .....	1517
Quarterly Reviews .....	1517
Root Cause Analysis .....	1518
Hazard Investigation, Evaluation, and Analysis .....	1518
HAZARD SEVERITY CATEGORIES .....	1618
HAZARD FREQUENCY CATEGORIES .....	1619
HAZARD ASSESSMENT TABLE .....	1720
Hazards and Corrective Actions Tracking .....	1821
Hazards Communications and Reporting .....	1821
IV.....	Safety Promotion
.....	1921
Reporting .....	1921
Investigations .....	1921
Safety Information Monitoring .....	1922
Proactive Observations and Evaluations for Operator Safety Adherence .....	1922
Management of Change (Not Required for Small Public Transportation Providers) .....	2022
Configuration and Change Management .....	2023
Bus Operations and Transit Planning .....	2023
Planning .....	2123
Operations .....	2124

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Tab stops: Not at 0.46"

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted:** Tab stops: Not at 0.46"

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...



## City of Corona Transit Service, Safety Management System (SMS)

Continuous Improvement (Not Required for Small Public Transportation Providers) .....	2224
Quarterly Accident Reviews .....	2224
Daily Reviews .....	2225
Program Implementation .....	2225
Responsibility for the AGENCY SAFETY PLAN .....	2225
Continuous Plan Evaluation .....	2325
Strategic Communications and Coordination .....	2326
Transit Safety and Security Manager .....	2326
Public Safety Outreach .....	2426
Policies and Procedures .....	2427
MV Transportation's "Safety Management System Plan 2019" .....	2427
Safety Policy S-1 .....	2427
Safety Policy S-10 .....	2427
Safety Policy S-12 .....	2427
Safety Policy S-18 .....	2427
Safety Policy S-21 .....	2427
Safety Policy S-27 .....	2427
Safety Policy S-30 .....	2427
Safety Policy S-32 .....	2427
Safety Policy S-37 .....	2427
Safety Policy S-39 .....	2427
"GM Monthly Facility Safety Audit FormREV" .....	2527
Operator's Evaluation and Refresher Training Form .....	2527
Coach Operator Performance Evaluation Form .....	2527
MV's Drug and Alcohol Policy .....	2527
MV's Employee Handbook .....	2527
Employee Safety Reporting Program (located at pg. 10 of MV Transportation's "Safety Management System Plan 2019") .....	2528
MV's Root cause Accident/Injury Form .....	2528
MV's Video Evidence Chain of Custody Policy / Form .....	2528
CCTS SMS Hazard & Incident Report Form .....	2528
Safety Committee Membership .....	2528

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted:** Default Paragraph Font, Check spelling and grammar

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...

**Formatted** ...



## City of Corona Transit Service, Safety Management System (SMS)

List of Definitions and Acronyms Used..... 2629

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Normal, No bullets or numbering

Formatted: Left

### I. Safety Management Policy

The first component of the City of Corona Transit Service's SMS is the Safety Management Policy, which is the foundation of the City of Corona Transit Service's safety management system. It clearly states the organization's safety objectives and sets forth the policies, procedures, and organizational structures necessary to accomplish the safety objectives. The Safety Management Policy clearly defines management and employee responsibilities for safety throughout the organization. It also ensures that management is actively engaged in the oversight of the system's safety performance by requiring regular review of the Safety Management Policy, budget and program by the designated Accountable Executive.

#### *Safety Management Policy Statement*

Formatted: Font: 14 pt, Italic

Formatted: Heading 2

Safety is a core value at City of Corona Transit Service, and managing safety is a core business function. City of Corona Transit Service will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. City of Corona Transit Service overall safety objective is to proactively manage safety hazards and their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operations.

City of Corona Transit Service will:

- Clearly, and continuously explain to all staff that everyone working within City of Corona Transit Service must take part and be responsible and accountable for the development and operation of the Safety Management System (SMS).
- Work continuously to minimize safety risks. Work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards for passengers and employees.
- Work to ensure that all employees are provided appropriate safety information and training, are competent in safety matters, and assigned tasks commensurate with duties and skills.
- Reaffirm that responsibility for making our operations safer for everyone lies with all employees – from executive management to frontline employees. Each manager is responsible for implementing the SMS in their area of responsibility and will be held accountable to ensure that all reasonable steps are taken to perform activities established through the SMS.



## City of Corona Transit Service, Safety Management System (SMS)

### *Purpose*

The City of Corona Transit Service (CCTS) recognizes Safety as its number one core pillar. Every employee is accountable for making safety their priority, starting with the Accountable Executive. Safety and regulatory compliance are the first consideration when developing and implementing policies, procedures and programs affecting the Agency's operation.

Formatted: Font: 14 pt, Italic

Formatted: Heading 2

### *Policy*

CCTS will continue to support the ongoing implementation of its Safety Management System (SMS) with a commitment to the provision of appropriate resources. The Agency's policies, rules and regulations will continue to be developed with the intent to integrate safety into all Agency operations. Every employee should understand the importance of safety in the workplace.

Formatted: Font: 14 pt, Italic

Formatted: Heading 2

CCTS establishes and measures our safety performance against realistic and data-driven performance indicators and targets. Monthly safety and security inspections of CCTS transit facilities are conducted to identify and correct potential hazards. Our safety culture encourages employees to freely and openly report safety related issues or concerns.

CCTS ensures no action is taken against any employee who discloses a safety matter through the employee safety reporting program, unless disclosure reveals beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures. CCTS and its Contracted Operator will further ensure that every action is taken within reason to mitigate or eliminate potential hazards from the workplace.

The Agency's Safety Committee, represented by Corona Transit management from multiple disciplines, meets monthly to discuss the safety of its employees and customers. The Committee seeks to proactively identify and mitigate any risk of workplace injury and illness. Employees are provided an opportunity for the free discussion of health and safety problems and possible solutions through their representatives on the committee. Additionally, safety suggestion forms and drop boxes are available to employees as part of the safety reporting program.

In the Agency's quest for safety excellence, it has implemented a Safety Management System (SMS) to identify and mitigate risk. This includes the constant evaluation of the effectiveness of these efforts. This cycle of continuous improvement is a part of the culture at CCTS. Realistic safety performance targets are set prior to the start of each fiscal year and are measured no less than quarterly against benchmarks to evaluate the effectiveness of and adjust as necessary to the continuous efforts to mitigate safety related exposures.

To ensure externally supplied systems and services supporting our operations are delivered and meet our safety performance standards, CCTS screens all potential contractors or vendors to ensure compliance with regulatory guidelines.



## City of Corona Transit Service, Safety Management System (SMS)

Safety at the highest level is achieved through cooperative proactivity in identifying potential hazards and taking into consideration the safety of others. Management will review the safety plan annually and update it as appropriate to ensure the safety of our employees and customers.

As a Public Transit Agency, we understand our responsibility to the safety of our employees, customers, and the public. Our decisions and actions affect the safety of our community and we commit to continually improve on safety.

### Reporting Unsafe Conditions

It is the responsibility of every employee to be aware of their surroundings and to report any unsafe or unsecure condition to their supervisor, safety committee representative, or via the safety suggestion boxes. The Agency has established a program through which employees can identify and make suggestions relating to safety issues. All suggestions or issues identified are addressed monthly at the Agency's Safety Committee meetings.

Formatted: Font: 14 pt, Italic

### Safety Management Policy Communication

*CCTS safety management policy is communicated throughout the agency's organization. Include dates where applicable*

Formatted: Font: 14 pt, Italic

Formatted: Heading 2

The Safety Management Policy is initially communicated to employees in the new employee orientation. Additionally, every operator is given annual instruction which includes the Agency's safety policy, and a review of how it relates to their safe operation of Agency vehicles. Maintenance employees are communicated the Agency's Safety Policy once per month during regularly scheduled safety meetings. The Safety Committee addresses the Agency's Safety Policy with Administrative employees at the monthly Safety Committee Meeting, and the representatives take the information back to department staff meetings.

The Safety Management Policy is reinforced using "Driver TV," which plays continuous loops of safety policy communications that are updated each month with information geared toward relevant current trends.

The Agency maintains a Monthly Safety Campaign program for all operators and maintenance personnel. Material for the monthly campaigns cover mandated training topics such as Heat Illness Prevention and Bloodborne Pathogens, but a review of recent trends in safety events within the system also help tailor the monthly campaigns in effort to meet Safety Performance Targets.

### Safety Accountabilities and Responsibilities

Formatted: Font: 14 pt, Italic

#### **Authorities, Accountabilities, and Responsibilities**

*Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency's Safety Management System (SMS).*

<b>Accountable Executive</b>	<del>Tom Koper, Acting Public Works Director/City Engineer (APWD/CE)</del> <u>Anne K. Turner, Community Services Director</u>
------------------------------	---



## City of Corona Transit Service, Safety Management System (SMS)

<b>Authority/Accountability</b>	The <b>APWD/CE</b> has ultimate accountability to ensure the proper development and implementation of Agency's Safety Plan. The <b>APWD/CE</b> has the authority to designate the appropriate funding for necessary safety related items.
<b>Chief Safety Officer or SMS Executive</b>	Sudesh Paul, <del>Transit Safety and Security Manager</del> <u>Transit Program Manager</u>
<b>Responsibility/Authority</b>	The Transit <del>Safety and Security</del> <u>Program</u> Manager has the responsibility to develop and ensure implementation throughout the Agency. <del>The Transit Safety and Security Manager and</del> has the authority to implement safety mitigating measures and recommendations.
<b>Agency Leadership and Executive Management</b>	<del>Tom Koper, Acting Public Works Director/City Engineer</del> <u>Anne K. Turner, Community Services Director; Cynthia Lara, Community Assistance Manager</u> ; Sudesh Paul, Chief Safety Officer or SMS Executive; Sudesh Paul, <del>Transportation Planning Supervisor</del> <u>Transit Program Manager</u> ; <del>Gerardo Sanabria, Transportation/Associate Engineer</del>
<b>Responsibility/Authority</b>	The entire leadership team has the responsibility to model, encourage and enforce behaviors that are consistent with the Agency's number one core value, Safety. They are vested with the authority to carry out this task and are to ensure that Safety is always primary in any decisions about Agency business.
<b>MV Transportation Agency Contractor Operator Leadership and Executive Management</b>	Catherine Wynne, General Manager; Britney Pimentel Assistant General Manager; <del>Glen Dias</del> <u>Alex Sierra</u> , Maintenance Manager, George Mbulo Jr., Director of Safety (Southern CA); <del>Edward Baxter, Road Supervisor, Pricilla, Najera</del> <u>Veronica Ramirez</u> , Road Supervisor.
<b>Responsibility/Authority</b>	The entire MV Transportation leadership team has the responsibility to model, encourage and enforce behaviors that are consistent with the Agency's number one core value, Safety. They are vested with the authority to carry out this task and are to ensure that Safety is always primary in any decisions about Agency business.
<b>MV Transportation Key Staff</b>	<b>General Manager:</b> Ultimate responsibility for the safety performance of the location and authorizes activities to support an effective SMS. <del>Operations Assistant General Manager</del> (Britney



## City of Corona Transit Service, Safety Management System (SMS)

	<p>Pimentel): Responsible for promoting operational safety and adhering to our policies and procedures. <b>Safety and Training Manager</b> (Catherine Wynne): Responsible for the day-to-day implementation and operation of the SMS. <b>Maintenance Manager</b>: Responsible for OSHA compliance and site-specific maintenance activities.</p> <p><b>Trainers / Instructors</b> (<del>Audie Alexandre</del><del>George Mbulo Jr., Glen Dias</del><del>Alex Sierra</del>, Catherine Wynne): Responsible for ensuring that we are training every employee to proficiency in accordance with our performance standards. <b>Supervisors</b> (<del>Edward Baxter and Priscilla Najera</del><del>Veronica Ramirez</del>): Responsible for playing an active role in SMS activities, including sufficient road observations and identifying potential safety hazards with recommended solutions.</p> <p><b>Location Safety Committee</b> (the committee is composed of MV Transportation and Corona staff, refer to Safety Committee attachment): Responsible for ensuring that reported safety items are reviewed and addressed, as well as discussing proactive measures to mitigate future risk.</p>
--	---

### Employee Safety Reporting Program

#### Vehicle Safety Defects Reporting

Coach operators complete pre-trip vehicle inspections prior to pulling from the yard and during relief, using an approved California Highway Patrol inspection form to report safety or mechanical defects. The completed form is turned into dispatch upon pulling the bus back into the yard. Completed forms are collected periodically throughout the day by maintenance staff and repairs are then made if necessary. If a safety or mechanical defect is reported to dispatch prior to pull out, a mechanic will inspect the defect and determine if the coach is safe for operation. If determined the bus is unsafe, it will be placed on hold and will not be released to operations until the necessary repairs are completed and signed off by the mechanic. If a safety or mechanical defect is reported while in service, dispatch will confer with a maintenance supervisor to determine the next course of action i.e. bus exchange, maintenance road call, or safe to continue operation.

#### On-Route Safety Issue Reporting Procedures

All events, incidents or accidents are reported by the operator or reporting staff to dispatch via Clever Device, two-way Bolt radio communication, or cell phone. Dispatch will advise the operator what report must be completed and/or refer the issue to the operations manager if necessary. If an incident or accident occurs, the operator or reporting staff will complete the appropriate report and turn it in to dispatch. Dispatch will then place the report in the Risk Management's mailbox for review. For accidents, if Risk Management determines it was a preventable accident, they will forward their findings

Formatted: Font: 14 pt, Italic

Formatted: Heading 2

Formatted: Font: 13 pt, Underline

Formatted: Underline

Formatted: Font: 13 pt, Underline

Formatted: Underline

Formatted: Heading 3



## City of Corona Transit Service, Safety Management System (SMS)

to the training manager who will then schedule the employee for retraining. For incidents, Risk Management will determine if there is certain behavior by the employee that caused the incident to take place, they will report their finding in an observation report to the operations manager who then will determine if retraining and/or discipline will take place. If the accident or incident was not the fault of the employee, Risk Management will attempt to mitigate the hazard utilizing CCTS' hazard identification and resolution process that is detailed starting on p. 10.

### Employee Behaviors/Retraining Procedures

If the operator or staff has accountability relating to an incident or accident, a retraining form is completed, and the employee is retrained via on the road and/or a verbal/written coaching by either a training instructor or operations supervisor. All retraining documentation is signed by the employee and supervisor/training instructor and filed in the employees personnel file and in Oracle software. Any operator behavior determined to be "at-risk" results in retraining. Any operator behavior determined to be reckless could result in punitive/disciplinary measures.

Formatted: Font: 13 pt, Underline

Formatted: Underline

Formatted: Heading 3

### Other Employee Safety Reporting Procedures

CCTS' safety culture encourages employees to report safety related issues or concerns. In addition to the vehicle safety defect reports, incident reports, and accident reports, safety suggestion boxes are in employee break and lounge areas and checked frequently. All employees are encouraged to utilize these boxes and may do so anonymously. All employee concerns/suggestions are addressed and communicated back to the employee submitting the suggestion/concern.

Formatted: Font: 13 pt, Underline

Formatted: Underline

Formatted: Heading 3

All Agency functional areas are represented on the Agency Safety Committee. The Committee meets each quarter, and employees are encouraged to bring forward any safety related concerns. The meeting is concluded with a "round-table" open forum discussion to ensure each member has an opportunity to contribute.

CCTS/MV Transportation ensures no action is taken against any employee who discloses a safety matter through the employee safety reporting program, unless disclosure reveals beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.

## II. Safety Risk Management

Formatted: Tab stops: Not at 0.38"

### Safety Risk Management Process

Formatted: Font: 14 pt, Italic

Describe the Safety Risk Management process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards.*



## City of Corona Transit Service, Safety Management System (SMS)

*Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

### Monthly Facility Inspections

Inspections of CCTS facilities are conducted on a regular basis, no less than monthly. The Corona/MV Transportation staff conducts regular facility inspections to identify any potential safety hazards/risks and coordinates the abatement of such items with Facilities and/or Maintenance.

Formatted: Font: 14 pt, Italic

### Reporting

All operations and maintenance personnel are required to submit a report after the occurrence of any safety event. The reports are submitted to the Risk Management Department for processing. This processing includes review of the report, classification of the incident/accident type, documentation of the event in the Agency's Accident/Incident database, and investigation/recovery of additional evidence (including audio and video).

Formatted: Font: 14 pt, Italic

### Training

Through regular annual training, employees are encouraged to report any observed/identified conditions throughout the Agency's service area to the Risk Management Department by way of the Safety Suggestions Boxes or their Safety Committee representatives.

Formatted: Font: 14 pt, Italic

All safety events are reviewed by the Risk Manager. When an event is rated as preventable, a notice is issued to the operator advising them of the preventable rating. The operator is given the option of having the rating determination reviewed by an Accident Review Board Panel.

A copy of the notice is sent to the Training Manager, who immediately schedules a mandatory re-training with the operator. This re-training is carried out regardless of the outcome of any review, if requested by the operator

### Assessment

Regular assessments are conducted in conjunction with the Transportation Security Administration, Department of Homeland Security to review potential risks, Agency policies and procedures, as well as the physical security of the Agency's facilities. Action items are created, and coordination with the appropriate department management personnel is initiated by the Transit Safety and Security Manager to ensure follow up and completion of such items to correct deficiencies.

Formatted: Font: 14 pt, Italic

### Quarterly Accident Reviews

A quarterly review is conducted of safety events. A committee made up of staff from Operations, Risk Management and Training review all safety events for the previous quarter to determine what mitigating measures may be implemented to prevent reoccurrence of similar events.

Formatted: Font: 14 pt, Italic



## City of Corona Transit Service, Safety Management System (SMS)

These reviews include analysis of accidents by type, location (using geo mapping), frequency and severity. Additionally, the data may be broken down by seniority (or other demographic information) to determine if there are any identifiable patterns are occurring.

### Hazard Management Process

A hazard is any real or potential condition that can cause injury, illness, or death; damage to or loss of a system, equipment, or property; or damage to the environment. CCTS's hazard identification and resolution process has been implemented to ensure potential hazards are systematically identified, evaluated, and resolved during design, construction, and revenue operations. Through this process, CCTS seeks to minimize and eliminate injuries to passengers, employees, and the general public, and to prevent service delays and damage to property, equipment, and the environment.

### Purpose

This section outlines CCTS/MV Transportation formal process used to identify, evaluate, and mitigate potential hazards associated with transit operations and maintenance. Hazards identified are analyzed for potential impact and resolved by design, procedure, warning device, or other method so that identified hazards are at a point that is As Low as Reasonably Practicable (ALARP).

### Hazard Management Consists of:

- Hazard identification
- Hazard investigation, evaluation, and analysis
- Hazard mitigation, control, and elimination
- Hazard tracking

### Hazard Identification

The physical and functional characteristics of the system to be analyzed are CCTS operations, maintenance, facilities, procedures, employee practices, and general contract oversight.

Knowledge of how the individual system elements interface with each other is essential to the hazard identification effort. Hazards may be identified through:

- Daily tasks and routine activities conducted by CCTS staff and contractors
- Inspections and observations conducted by CCTS Risk Management
- Internal audits and records reviews
- External audits conducted by regulatory agencies
- Design reviews where representatives of Safety and Security as well as Operations Divisions participate
- Hazard analyses and special reports prepared by consultants, CCTS employees, contractors, and suppliers
- Hazards that develop as a result of accidents/incidents
- Information from other transit systems

Formatted: Font: 14 pt, Italic

Formatted: Font: 13 pt, Underline

Formatted: Underline

Formatted: Heading 3

Formatted: Emphasis

Formatted: Emphasis, No underline

Formatted: Emphasis, No underline

Formatted: Emphasis

Formatted: Heading 3

Formatted: Font: 13 pt, Underline

Formatted: Underline

Formatted: Heading 3



## City of Corona Transit Service, Safety Management System (SMS)

### Employee Hazard Reporting

CCTS has provided a Safety/Security Hazard form that is available in paper form at CCTS facilities. This form may be used by all employees and contractors to report hazards throughout the system. Once an employee/contractor submits the form, a supervisor/manager must enter that information into the CCTS Safety database and determine a risk assessment using the predetermined hazard assessment table. Once the hazard has been assigned a risk level, a corrective action must be assigned to all hazards and resolution achieved, prior to any close out. CCTS' Transit Transportation Planning Supervisor is ultimately responsible for ensuring all corrective actions are addressed and closed out in a timely fashion. If the hazard requires additional resources beyond those assigned responsibility, the Transit Safety and Security Manager may assign the hazard to the applicable Risk Register.

Formatted: Font: 13 pt, Underline

Formatted: Underline

Formatted: Heading 3

### Infectious Disease Prevention

CCTS follows the Center for Disease Control (CDC) guidelines for all infectious disease exposures. CCTS will also monitor the Riverside County Office of Public Health and California Occupational Safety and Health Administration (OSHA) guidelines and maintain the highest level of employee safety. In addition, the City has developed and implemented the COVID-19 Prevention Program which is designed to control employees' exposure to COVID-19 that may occur in the workplace. These documents can be found on the City's intranet and in the appendix of this plan. Further, the City's transit operations contractor, MV Transportation, has updated its Injury and Illness Prevention Program to include COVID-19 Health and Safety Preparedness. This document is also included in the appendix.

## III. Safety Assurance

Formatted: Tab stops: Not at 0.5"

### Safety Performance Monitoring and Measurement

Formatted: Font: 14 pt, Italic

*Describe activities to monitor the system for compliance with procedures for operations and maintenance.*

### Reporting

Formatted: Font: 14 pt, Italic

All operations and maintenance personnel are required to submit a report after the occurrence of any safety event. The reports are submitted to the Risk Management Department for processing. This processing includes review of the report, as well as video from the bus or facilities cameras to determine compliance with procedures for operations and maintenance. If non-compliance is observed, an observation report is completed and forwarded to the Surveillance Specialist (SS-Road Supervisor collect video, General manager/Assistant GM will review). The SS will open a disciplinary case by assigning an Occurrence Number to track the matter through to conclusion.

### Investigations

Formatted: Font: 14 pt, Italic

Any collision, and all accidents involving property damage or injury to person is immediately investigated by an Operations and/or Road Supervisor. Analysis to determine the root cause of the event is conducted, as well as a review of any procedures or policies for which violations of may have contributed



## City of Corona Transit Service, Safety Management System (SMS)

to the event. This information is tracked in the Accident/Incident database and reviewed on a quarterly basis to determine if mitigations implemented have been effective in meeting benchmarks as outlined in the Management of Change section below under “Quarterly Reviews.”

### *Safety Information Monitoring*

A quarterly review is conducted of safety events. A committee made up of staff from Operations, Risk Management and Training review all safety events for the previous quarter to determine what mitigating measures may be implemented to prevent reoccurrence of similar events.

These reviews include analysis of accidents by type, location (using geo mapping), frequency and severity. Additionally, the data is broken down by seniority to determine if events are occurring among less senior operators more frequently or more severely to assess whether training or experience are factors in the events.

### *Proactive Observations and Evaluations*

The Agency deploys 3 types of Proactive Observations/Evaluations:

#### 1) *Coach Operator Performance Profile*

The Agency performs an annual performance evaluation of every coach operator. The document records (see attached Coach Operator Performance Evaluation Form) an operator’s safety record, compliance to rules and regulations and attendance. An Operations Supervisor meets with the Coach Operator and goes over their record for the year and gives them recommendations for improvement, if necessary.

#### 2) *On-Board Observation*

The Agency deploys trained on-board evaluators (secret shoppers) to perform an in-person observation of each operator at least once a year. The on-board evaluators ride a minimum of 20 minutes and observe for core skills as a basis for their evaluation. If any deficiencies are observed the coach operator is coached/counseled/retrained as necessary.

#### 3) *External Observation*

The Agency performs an annual field observation for every coach operator. An Operations Supervisor follows the bus in a supervisor vehicle and observes for core skills as a basis for evaluation. If any deficiencies are observed the coach operator is coached/counseled/retrained as necessary.

Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

### *Safety Inspections*

Regular routine inspections are also conducted by the Agency’s contracted bus operators on a daily basis, pre-trip and post-trip inspections. Any concerns, hazards or risks are reported in the Daily Vehicle

Formatted: Font: 14 pt, Italic

Formatted: Font: 14 pt, Italic

Formatted: Font: 14 pt, Italic



## City of Corona Transit Service, Safety Management System (SMS)

Inspection Report, immediate concerns are communicated to Dispatch, Maintenance, Management Staff, such issues are documented in the Dispatch Log, and Maintenance Log.

### Monthly Facility Inspections

Inspections of CCTS transit operating facilities are conducted on a regular basis, no less than monthly. The Transit General Manager conducts regular facilities and revenue vehicle inspections to identify any potential safety hazards/risks and coordinates the abatement of such items with Facilities and/or Maintenance—see Form “GM Monthly Facility Safety Audit FormREV”.

Formatted: Font: 14 pt, Italic

### Quarterly Reviews

A quarterly review is conducted of safety events. A committee made up of staff from Operations, Risk Management and Training review all safety events for the previous quarter to determine if recommended mitigations were effective in meeting safety performance targets or were not implemented as intended.

Formatted: Font: 14 pt, Italic

Describe activities to conduct investigations of safety events to identify causal factors.

### Root Cause Analysis

Any collision, and all accidents involving property damage or injury to person is immediately investigated by an Operations and/or Road Supervisor. Analysis to determine the root cause of the event is conducted, as well as a review of any procedures or policies for which violations of may have contributed to the event. This information is included in the Risk Management report processing.

Formatted: Font: 14 pt, Italic

Describe activities to monitor information reported through internal safety reporting programs.

### Hazard Investigation, Evaluation, and Analysis

Employees are encouraged to immediately address hazards that may be easily resolved, such as a trip hazard that may be easily moved. Hazards that require more extensive measures for resolution should be elevated to managers or safety committees for corrective action. Managers and safety committees are encouraged to conduct appropriate investigations to determine the potential risk as evaluated through examining the severity and probability of the hazard.

Formatted: Font: 14 pt, Italic

Hazard severity is the measure of the consequence the hazard presents. The greater the potential hazard consequence, the more severe the hazard. Below is a chart describing the Hazard Severity Categories:

### Hazard Severity Categories

Formatted: Font: 14 pt, Italic

CATEGORY NAME	LEVEL	CHARACTERISTICS
Catastrophic	1	Fatality or multiple severe injuries, severe environmental damage, total system loss, extreme financial loss to CCTS



## City of Corona Transit Service, Safety Management System (SMS)

Critical	2	Severe injury or occupational illness, significant environmental, system or equipment damage, major service disruptions, significant financial loss to CCTS
Marginal	3	Minor injury or occupational illness, minor environmental, system, or equipment damage, minor service disruption
Negligible	4	Less than minor injury or occupational illness, less than minor environmental, system or equipment damage. Insignificant service disruption.

The probability that a consequence associated with a given hazard will occur can be described in potential occurrences per unit of time, events, population items or activity. The hazard consequence occurrence probability, or frequency of occurrence, represents a qualitative judgment of the relative likelihood of occurrence of an accident caused by an uncorrected or uncontrolled hazard as a result of a particular event or series of events. All identified hazards are assigned one of five probability levels, as provided in the Hazard Frequency Categories chart below:

### *Hazard Frequency Categories*

Probability Levels			
Description	Level	Specific Individual Item	Fleet Inventory
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced.
Probable	B	Will occur several times in the life of an item.	Will occur frequently.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times.
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible.
Eliminated	F	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

Formatted: Font: 14 pt, Italic

A qualitative hazard probability will be derived from research, analysis, and evaluation of safety data from the operating experience of CCTS or other similar transit agencies. The term fleet or inventory in the table refers to the number of units or size of system elements as an aggregate in the CCTS system (e.g., the number of bus stops, collectively). Therefore, the table provides a qualitative probability category for a particular event occurring within the entire inventory of stops, or at a single stop, for example.



## City of Corona Transit Service, Safety Management System (SMS)

Risk assessment determines the acceptability of assuming a risk associated with a hazard, the necessity of implementing corrective measures to eliminate or reduce the hazard, or a combination of both. Hazard risk assessment involves categorization of hazard severity and probability of occurrence. The guidelines for determining hazard risk are presented in the tables below:

HAZARD CATEGORY	SEVERITY	LEVEL
Catastrophic		1
Critical		2
Marginal		3
Negligible		4

HAZARD FREQUENCY CATEGORY	LEVEL
Highly Probable	A
Probable	B
Possible	C
Unlikely	D
Highly Unlikely	E
Eliminated	F

### Hazard Assessment Table

Formatted: Font: 14 pt, Italic

Safety Risk Assessment Matrix				
Severity → Probability ↓	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
A-Frequent	1A	2A	3A	4A
B- Probable	1B	2B	3B	4B
C-Occasional	1C	2C	3C	4C
D- Remote	1D	2D	3D	4D
E- Improbable	1E	2E	3E	4E
F- Eliminated				
Safety Risk Index Ranking				
1A, 1B, 1C, 2A, 2B	High	Unacceptable		
1D, 2C, 3A, 3B	Serious	Undesirable - With management decision required		
1E, 2D, 2E, 3C, 3D, 3E, 4A, 4B,	Medium	Acceptable - with review by management		
4C, 4D, 4E	Low	Acceptable - without review		

**Unacceptable** means the hazard cannot remain as is and must be mitigated.

**Undesirable** means that the hazard should be mitigated, if possible, within fiscal constraints.



## City of Corona Transit Service, Safety Management System (SMS)

**Acceptable with review** means that CCTS management must determine that the risk associated with the hazard is acceptable with proposed mitigations.

**Acceptable without review** means that the hazard can remain.

### Regulatory Accident/Incident Reporting Thresholds

All accident and incident reporting must be completed by CCTS and its contractors. The following is a list of minimum regulations that must be met; however, it does not exempt CCTS or its contractors from meeting all the reporting requirements and is not all-inclusive:

- CFR, Title 49, Section 674 (FTA)
- General Order 164-E, Section 7 (CPUC)

### *Hazards and Corrective Actions Tracking*

Hazards needing correction are entered and tracked in the CCTS Safety database. Corrective actions will have: 1) original finding information, 2) a suggested corrective action, 3) the responsible parties assigned, and 4) a due date identified. The CCTS safety data base is designed to provide notification of the corrective action to responsible parties as well as alert them of upcoming due dates and overdue corrective actions. Individuals assigning a corrective action and those responsible for the corrective action are expected to work together to effectively mitigate and/or eliminate the issue.

Formatted: Font: 14 pt, Italic

### *Hazards Communications and Reporting*

#### CPUC Hazard Reporting Thresholds

Per the requirements of CPUC General Order 164-E Section 6 (e), CCTS shall report the following hazards to CPUC:

- Near miss industrial accident on CCTS property with potential for serious injury or fatality
- Any major hazardous material spill meeting the federal government's reporting threshold

Formatted: Font: 14 pt, Italic

## IV. Safety Promotion

### *Safety Performance Monitoring and Measurement*

*Describe activities to monitor the system for compliance with procedures for operations and maintenance.*

Formatted: Font: 11 pt

Formatted: No bullets or numbering

Formatted: Font: 14 pt, Not Bold, Italic

Formatted: Heading 2



## City of Corona Transit Service, Safety Management System (SMS)

### *Reporting*

All operations and maintenance personnel are required to submit a report after the occurrence of any safety event. The reports are submitted to the Risk Management Department for processing. This processing includes review of the report, classification of the incident/accident type, documentation of the event in the Agency's Accident/Incident database, and investigation/recovery of additional evidence (including audio and video).

Formatted: Font: 14 pt, Italic

### *Investigations*

Any collision, and all accidents involving property damage or injury to persons are immediately investigated by an Operations or Maintenance Supervisor. Analysis to determine the root cause of the event is conducted, as well as a review of any procedures or policies for which violations of may have contributed to the event. This information is included in the Risk Management report processing and is accumulated for further analysis and discussion as outlined in the Management of Change section below.

Formatted: Font: 14 pt, Italic

### *Safety Information Monitoring*

A quarterly review is conducted of safety events. A committee made up of staff from Operations, Risk Management and Training review all safety events for the previous quarter to determine what mitigating measures may be implemented to prevent reoccurrence of similar events.

Formatted: Font: 14 pt, Italic

These reviews include analysis of accidents by type, location (using geo mapping), frequency and severity. Additionally, the data is broken down by seniority to determine if events are occurring among less senior operators more frequently or more severely to assess whether training or experience are factors in the events.

### *Proactive Observations and Evaluations for Operator Safety Adherence*

The Agency deploys 3 types of Proactive Observations/Evaluations:

Formatted: Font: 14 pt, Italic

#### *1) Coach Operator Performance Profile*

The Agency performs an annual performance evaluation of every coach operator. The document records (see attached Evaluation Master.pdf) reflect on the operator's safety record, compliance with rules and regulations and attendance. An Operations Supervisor meets with the Coach Operator and goes over their record for the year and gives them recommendations for improvement, if necessary.

#### *2) On-Board Observation*

The Agency deploys trained on-board evaluators (secret shoppers) to perform an in-person observation of each operator at least once a year. The on-board evaluators ride a minimum of 20 minutes and observe for core skills as a basis for their evaluation. If any deficiencies are observed the coach operator is coached/counseled/retrained as necessary.

#### *3) External Observation*



## City of Corona Transit Service, Safety Management System (SMS)

The Agency performs an annual field observation for every coach operator. An Operations Supervisor follows the bus in a supervisor vehicle and observes for core skills as a basis for evaluation. If any deficiencies are observed the coach operator is coached/counseled/retrained as necessary.

Formatted: Justified

### V. Management of Change (Not Required for Small Public Transportation Providers)

Formatted: Numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"

*Describe the process for identifying and assessing changes that may introduce new hazards or impact safety performance.*

CCTS and its contractor will evaluate and maintain a record of environmental, operational, and system changes as to adapt to the change or situation; and include any structural updates that would need to be documented within CCTS' SMS.

#### Configuration and Change Management

Formatted: Font: 14 pt, Italic

Configuration Management (CM) details the process used to make configuration changes to the transit system. Change management is the process and procedure used to manage significant operational changes that will have a direct impact on system safety.

CM refers to a discipline for evaluating, coordinating, approving or disapproving, and implementing changes in a transit system. The CM process ensures there is a process to document changes from the initial concept through development, implementation, and on-going evaluation of results.

Successful CM requires a well-defined and institutionalized set of policies and procedures to ensure that all CCTS Divisions as well as contractor staff that are affected by the configuration changes are formally notified and approve of the change.

#### Bus Operations and Transit Planning

Formatted: Font: 14 pt, Italic

The Operations (MV Transportation), Planning (Corona staff) are responsible for configuration management activities related to managing and documenting significant changes and/or modifications to CCTS' transportation system, and for verifying that new system elements and modifications in development are reviewed by key stakeholders at appropriate intervals for input and/or approval.

For these types of modifications to mission-critical equipment, facilities, infrastructure, and/or procedures, the Operations, Planning and Facilities divisions have accountability as follows:

#### Planning

Formatted: Font: 14 pt, Italic

- Evaluate routes based on customer requests, on-time performance, ridership data
- Create a service change guide and hold public meetings throughout the service area to gather feedback from key stakeholders
- Meet with appropriate stakeholders



## City of Corona Transit Service, Safety Management System (SMS)

- Present the service changes (including new, modified and cancelled routes) to Corona's Council as part of the yearly budget process
- Implement service changes as needed, unless a safety issue arises that warrants immediate action
- Issue documents regarding the service change to Contract Ops for review service change before each bid
- Monthly service meeting planning, maintenance, and operations
- Planning staff attends safety meetings for Contract Ops every month to gather feedback on changes, receive comments on current potential safety issues
- Planning staff attends Safety committee to discuss any safety concerns related to service planning
- Planning staff attends quarterly ADA meeting to gather feedback on service changes/ADA needs
- A comprehensive review is conducted, and approvals/signoffs are secured from key stakeholders before such changes are made
- Primary and secondary safety and functional impacts of a proposed change are identified, evaluated, and addressed early in a project's design phase
- The completed modifications are properly incorporated into the existing system

### *Operations*

- Safety inspections of bus stop conditions and associated amenity during daily routine maintenance of bus stops (pad, bench, trash receptacle, shelter)
- Priority repair/service is scheduled for safety related items
- Annual refurbishment of bus stop amenities
- Keep up to date on the Agency's ADA policy
- Attend the Agency's safety committee meetings
- Review the Agency's accident & incident reports related to bus stops
- Maintain daily communications with internal & external stakeholders

Formatted: Font: 14 pt, Italic



## City of Corona Transit Service, Safety Management System (SMS)

### VI. Continuous Improvement (Not Required for Small Public Transportation Providers)

**Formatted:** Numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"

*Describe the process for assessing safety performance. Describe the process for developing and carrying out plans to address identified safety deficiencies.*

#### Quarterly Accident Reviews

**Formatted:** Font: 14 pt, Italic

A quarterly review is conducted of safety events. A committee made up of staff from Operations, Risk Management and Training review all safety events for the previous quarter to determine what mitigating measures may be implemented to prevent reoccurrence of similar events.

These reviews include analysis of accidents by type, location (using geo mapping), frequency and severity. Additionally, the data is broken down by seniority to determine if events are occurring among less senior operators more frequently or more severely to assess whether training or experience are factors in the events.

#### Daily Reviews

**Formatted:** Font: 14 pt, Italic

All reports of safety events throughout the system are reviewed daily. Particular attention is directed to the identification of safety deficiencies. Whether the deficiencies are of an engineering or administrative nature, immediate action is taken to implement mitigating measures wherever and whenever appropriate.

When an engineering deficiency is identified, the Risk Management team works with the appropriate department to brainstorm and implement mitigating measures. Common examples of these types of deficiencies are overgrown trees interfering with proper service stops, etc.

When administrative deficiencies are identified, employee re-training is immediately scheduled and carried out. When deficiencies are of a significant nature, the operator may be removed from service until such time as the re-training has occurred.

### VII. Program Implementation

**Formatted:** Numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"

#### Responsibility for the AGENCY SAFETY PLAN

**Formatted:** Font: 14 pt, Italic

The Transit Safety and Security Manager is responsible for the content, maintenance, and dissemination of this plan. The AGENCY SAFETY PLAN is a living document, available for review at all times to all CCTS employees and Contractors. Comments and revisions may be submitted to the Transit Safety and Security Manager for evaluation and inclusion in the next iteration of the plan. The signed copy of the current plan will be maintained in the Risk Management Department.



## City of Corona Transit Service, Safety Management System (SMS)

### *Continuous Plan Evaluation*

Formatted: Font: 14 pt, Italic

During internal audit activities or the issuance of new regulations or recommended industry wide practices, Risk Management will continuously evaluate the relevancy and applicability of this AGENCY SAFETY PLAN.

All revisions will be noted in the revision record at the beginning of the document. If any revision requires a change in process, a notice will be disseminated to appropriate personnel explaining the 1) document change, 2) reason for change, 3) and its impact on any job functions. CCTS employees and Contractors will be notified of a substantially revised plan by an email or letter from CCTS' Transit Safety and Security Manager.

The revised plan will be disseminated by one or more of the following methods: delivered as a hard copy and/or emailed as a soft copy to each relevant operating entity, or available through request from Risk Management. Contractor employees will be required to sign a hard copy of the plan.

### *Strategic Communications and Coordination*

Formatted: Font: 14 pt, Italic

CCTS maintains a Safety Communication Plan that is consistent with the requirements of SMS. The Safety Communications Plan supports the timely and effective notification and communication between CCTS and its key stakeholders that includes customers, contractors and the general public. Communications and coordination between CCTS, the service contractors, other system users, and interested parties, both internal and external, is facilitated through:

**Contractor Safety Meetings:** All contractor employees meet monthly to address safety concerns and issues discovered through the routine operation and maintenance of the service system. Multiple meetings in all divisions are scheduled to allow all staff to attend. The meeting is led by a representative from the contractor safety team. CCTS Risk Management staff attend and actively participate in these meetings no less than quarterly.

### *Transit Safety and Security Manager*

Formatted: Font: 14 pt, Italic

The CCTS Transit Safety and Security Manager is responsible for the implementation of the AGENCY SAFETY PLAN. Specifically, the Transit Safety and Security Manager:

- Issues and maintains the AGENCY SAFETY PLAN
- Promotes the Culture of Safety
- Oversees the Hazard Management Process
- Collects and analyzes safety data
- Oversees the accident/incident investigation
- Assures AGENCY SAFETY PLAN compliance/procedures review
- Conducts safety reviews/inspections
- Ensures compliance with safe and healthy work practices by employees and contractors
- Communicates with employees regarding occupational health and safety issues



## City of Corona Transit Service, Safety Management System (SMS)

- Identifies, evaluates and corrects hazards in a timely manner
- Assists other departments in resolving hazards
- Ensures that all accidents, injuries, and illnesses are investigated and that recommendations for corrective actions are developed and implemented as warranted
- Ensures compliance with local, state and federal requirements

### Public Safety Outreach

CCTS will provide safety information to passengers and public utilizing the three “E’s” of safety: Education, Engineering and Enforcement.

Educational opportunities for the customers and public will include relevant safety information in the CCTS Brochures, on the CCTS website, advertising and community events.

## VIII. Policies and Procedures

The programs, policies and procedures that the Agency uses to carry out its Agency Safety Plan are listed below. They can be found on the Agency’s Public Works “G-Drive” under “Corona’s Public Transportation Agency Safety Plan-Documents,” “Policies and Procedures” at the following links (will be located at URL...):

### 1. MV TRANSPORTATION’S “SAFETY MANAGEMENT SYSTEM PLAN 2019”

(All Cited Forms and Policies within MV Transportation’s “Safety Management System Plan 2019”

- Safety Policy S-1, Incidents - Determining Preventability
- Safety Policy S-10, Compliance ~~With~~with Federal And State Safety Regulations
- Safety Policy S-12, Driver Refresher Training
- Safety Policy S-18, Drivers - Prepared ~~For~~for Work
- Safety Policy S-21, Facility Emergency Action Plan
- Safety Policy S-27, Safety Meetings (must include CCTS Staff)
- Safety Policy S-30, Injury Investigation - Supervisor Responsibility
- Safety Policy S-32, Accident/Incident Reporting Procedures
- Safety Policy S-37, New Driver Assessment / Validation
- Safety Policy S-39, Location Safety Committees

### 2. “GM MONTHLY FACILITY SAFETY AUDIT FORMREV” (MV TRANSPORTATION’S)

### 3. OPERATOR’S EVALUATION AND REFRESHER TRAINING FORM

⇒ a. SF-1, Driver Skills Evaluation And Refresher Training Form

### 4. COACH OPERATOR PERFORMANCE EVALUATION FORM

### 5. MV’S DRUG AND ALCOHOL POLICY

### 6. MV’S EMPLOYEE HANDBOOK

1. Issue Date: ~~September 19, 2016~~January 1, 2018

Formatted: Font: 14 pt, Italic

Formatted: Numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Intense Reference, Font: 12 pt

Formatted: Space After: 0 pt, Line spacing: Multiple 1.15 li

Formatted: Book Title

Formatted: Intense Reference, Font: 12 pt

Formatted: List Paragraph, Indent: Left: 0.25", Line spacing: Multiple 1.15 li

Formatted: Book Title

Formatted: Book Title

Formatted

Formatted: Book Title

Formatted: Book Title

Formatted: Book Title

Formatted: Book Title

Formatted: Book Title

Formatted: Book Title

Formatted: Book Title

Formatted: Book Title

Formatted: Book Title

Formatted: Intense Reference, Font: 12 pt

Formatted: Intense Reference, Font: 11 pt

Formatted

Formatted: Intense Reference, Font: 12 pt

Formatted: Book Title, Font: 11 pt

Formatted: Book Title, Font: 11 pt, Not Bold

Formatted

Formatted: Intense Reference, Font: 12 pt

Formatted

Formatted: Font: 12 pt

Formatted

Formatted: Book Title

Formatted: Book Title, Font: 11 pt

Formatted



## City of Corona Transit Service, Safety Management System (SMS)

### 7. MV's INJURY AND ILLNESS PREVENTION PROGRAM

Issue Date:

EMPLOYEE SAFETY REPORTING PROGRAM (LOCATED AT PG. 10 OF MV TRANSPORTATION'S "SAFETY MANAGEMENT SYSTEM PLAN 2019")

### 8. MV's ROOT CAUSE ACCIDENT/INJURY FORM

### 9. MV's VIDEO EVIDENCE CHAIN OF CUSTODY POLICY / FORM

### 10. CCTS SMS HAZARD & INCIDENT REPORT FORM

### 11. SAFETY COMMITTEE MEMBERSHIP

### 12. CITY OF CORONA COVID-19 PREVENTION PROGRAM REV 2021-1

**Formatted:** Intense Reference

**Formatted:** List Paragraph, Indent: Left: 0.25", Space Before: 12 pt, Line spacing: Multiple 1.15 li

**Formatted:** Intense Reference, Font: 12 pt

**Formatted:** Space Before: 0 pt, After: 0 pt, Line spacing: Multiple 1.15 li

**Formatted:** Book Title

**Formatted:** List Paragraph, Indent: Left: 0.25", Line spacing: Multiple 1.15 li

**Formatted:** Intense Reference, Font: 12 pt

**Formatted:** List Paragraph, Indent: Left: 0", Line spacing: Multiple 1.15 li, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

**Formatted:** Intense Reference, Font: 11 pt

**Formatted:** Intense Reference, Font: 12 pt

**Formatted:** List Paragraph, Line spacing: Multiple 1.15 li

**Formatted:** Normal

**Formatted:** Indent: Left: 0.25"



## List of Definitions and Acronyms Used

**Accident** – An event that happens expectantly which may result in an undesirable or unfortunate happening causing harm, injury, damage, or loss. As defined in GO-164E, an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision involving a rail transit vehicle; a runaway train; an evacuation for life safety reasons; or a derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

**Accountable Executive** – means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency’s Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency’s Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency’s Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

**Agency or Transit Agency** – means City of Corona Transit Service.

Formatted: Font: Bold

**American Disabilities Act (ADA)** – The American with Disabilities Act of 1990 gives civil rights protection to individuals with disabilities. Federal law prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation and telecommunications.

**California Public Utilities Commission (CPUC)** – State regulatory agency that oversees and regulates railroad and rail fixed guideway safety in the State of California.

**California Highway Patrol (CHP)** – enforce traffic laws and manage traffic and emergency incidents in California

**Caltrans** – means the California Department of Transportation.

Formatted: Font: Bold

**Chief Safety Officer**—means an adequately trained individual who has responsibility for safety and reports directly to a transit agency’s chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

**City of Corona Council** – means governing body of City of Corona Transit Service.

Formatted: Font: Bold

**City of Corona Transit Service (CCTS)**

**CPUC Staff** – CPUC employees responsible for safety oversight of RTAs.

**Code of Federal Regulations, Chapter 49 (49 CFR)** – Federal regulations governing all activities on the general railroad system of transportation in the United States.



## City of Corona Transit Service Safety Management System (SMS)

**Contractor** – A third party operating or maintenance provider that performs tasks required on behalf CCTS.

**Corrective Actions (CAs) or Corrective Action Plan (CAP)** – Actions or a plan of actions that describes the tasks or measures implemented to minimize, mitigate, control, correct, or eliminate hazard, and the schedule for implementing those actions.

**Emergency** – An unexpected serious event or situation which requires immediate response to the urgent needs of the situation, or to maintain the security and/or integrity of the system, including, but not limited to, any of the following:

- a) Any accident that meets reporting criteria for a regulatory agency
- b) Any injury or illness requiring immediate medical attention, or fatality, involving persons on board a revenue vehicle
- c) Threatened, attempted, or successful suicides
- d) Serious threat to the security or safety of passengers and/or employees
- e) Any event requiring the evacuation of a passenger train
- f) Derailments on the main track or controlled siding
- g) Any unplanned event causing a significant disruption of rail service which may require the arrangement of alternative transportation for CCTS system passengers.

**Employees** – When used in this document, all executives, management, staff, labor, consultants, and contractors (and their sub-contractors) of CCTS.

**Event** – means any Accident, Incident, or Occurrence.

Formatted: Font: Bold

**Federal Transit Administration (FTA)** – FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

**Hazard** – Any real or potential condition (as defined in CCTS' hazard management process) that can cause injury, illness, or death; damage to or loss of a system, equipment, or property; or damage to the environment.

**Hazard Analysis** – Any analysis performed to identify hazards for the purpose of their elimination, mitigation, or control.

**Incident** – means an event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

**Investigation** – means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

**Metropolitan Planning Organization (MPO)** - A metropolitan planning organization is a federally mandated and federally funded transportation policymaking organization in the United States



## City of Corona Transit Service Safety Management System (SMS)

that is made up of representatives from local government and governmental transportation authorities.

**National Public Transportation Safety Plan**--means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

**Near Miss** – A narrowly avoided accident. In railroad reporting, a near miss is any interaction with an object, vehicle or trespasser on or near the right of way which causes the engineer or operator to adjust the controls of the rail vehicle to include braking or slowing down.

**Occurrence**—means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

**Operator of a ~~P~~ublic ~~T~~ransportation ~~S~~ystem**—means a provider of public transportation as defined under 49 U.S.C. 5302(14).

**Passenger** – A person who is on board, boarding, or alighting from an CCTS vehicle for the purpose of travel.

**Performance ~~M~~measure**—means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

**Performance ~~T~~arget**—means a specific level of performance for a given performance measure over a specified timeframe.

**Personal Electronic Device (PED)** – A device including but not limited to wireless phones, personal digital assistants, smart phones, two-way pagers, portable internet devices, laptop computers, DVD players, audio players, iPods, MP3 players, electronic games, Bluetooth devices, or any headphones or earbuds.

**Public Transportation Agency Safety Plan (PTASP)** – The comprehensive agency safety plan for RTAs that is required by 49 CFR 673 and based on Safety Management System.

**Public Transportation Agency Safety Plan**—means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

**Risk**—means the composite of predicted severity and likelihood of the potential effect of a hazard.

**Risk Management Department** -- When used in this document is composed of the CCTS Transportation Planning Supervisor and MV Transportation's General Manager who will receive information, reports and will make a determination of who will receive such information up to the Risk Management Department of the City of Corona and MV Transportation.

**Risk ~~M~~itigation**—means a method or methods to eliminate or reduce the effects of hazards.

**Safety** – Freedom from harm resulting from unintentional acts or circumstances.



## City of Corona Transit Service Safety Management System (SMS)

**Safety Assurance**—means processes within a transit agency’s Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

**Safety Certification** – The series of acts or processes that collectively verify the safety readiness of a project for public use.

**Safety Committee** –composed of Contractor staff and City of Corona staff refer to Safety Committee attachment for committee membership.

**Safety Management Policy**—means a transit agency’s documented commitment to safety, which defines the transit agency’s safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

**Safety Management Systems (SMS)** –means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency’s safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

**Safety Management System (SMS) Executive**—means a Chief Safety Officer or an equivalent

**Safety Performance Target**—means a Performance Target related to safety management activities.

**Safety Promotion**—means a combination of training and communication of safety information to support SMS as applied to the transit agency’s public transportation system.

**Safety Risk Assessment**—means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

**Safety Risk Management**—means a process within a transit agency’s Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

**Safety Sensitive Employee** – Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- 1) Operating a revenue service vehicle, including when not in revenue service;
- 2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- 3) Controlling dispatch or movement of a revenue service vehicle;
- 4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services;
- 5) Carrying a firearm for security purposes.



## City of Corona Transit Service Safety Management System (SMS)

Vehicle means a bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transportation vehicle is a vehicle used for public transportation or for ancillary services.

**Security** – Freedom from harm resulting from intentional acts or circumstances.

**Security Sensitive Information (SSI)** – A category of sensitive but unclassified information under the United States government's information sharing and control rules. SSI is information obtained in the conduct of security activities whose public disclosure would, in the judgement of specified government agencies, harm transportation security, be an unwarranted invasion of privacy, or reveal trade secrets or privileged or confidential information. SSI is governed by Title 49 of the Code of Federal Regulations (CFR), parts 15 and 1520.

**Serious Injury**—means any injury which:

- 1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received;
- 2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
- 3) Causes severe hemorrhages, nerve, muscle, or tendon damage;
- 4) Involves any internal organ; or
- 5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

**Small Public Transportation Provider**—means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

**State**—means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

**State Safety Oversight Agency**—means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

**System Safety** – A principle of safety management, developed by the U.S. Military, which recognizes that all organizational plans, programs, policies, practices, and procedures impact the safety of the system as a whole. It requires that these be developed and implemented through a review process that provides for integration of individual departmental needs with the hierarchical needs of the entire system and/or organization.

**Transit agency**—means an operator of a public transportation system.

**Transit Asset Management Plan**—means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.



**City of Corona Transit Service**

**400 South Vicentia Avenue**

**Corona, CA 92882**

**Agency Safety Plan**

**Adopted April 15, 2020**

**Certified September 3, 2020**

**Amended December 7, 2022**

---

Anne K. Turner,  
Community Services Director  
Accountable Executive

---

Date

## Contents

<b>Section 1 Transit Agency Information .....</b>	<b>4</b>
<b>Subsection 1.1 Accountable Executive .....</b>	<b>5</b>
<b>Subsection 1.2 Chief Safety Officer .....</b>	<b>5</b>
<b>Section 2 Plan Development, Approval, and Updates .....</b>	<b>5</b>
<b>Subsection 2.1 Drafting the Plan .....</b>	<b>5</b>
<b>Subsection 2.2 Signature by the Accountable Executive and Approval by the Board .....</b>	<b>6</b>
<b>Subsection 2.3 Certification of Compliance .....</b>	<b>6</b>
<b>Subsection 2.4 Plan Review and Updates .....</b>	<b>6</b>
<b>Section 3 Safety Performance Targets (SPTs).....</b>	<b>7</b>
<b>Subsection 3.1 Target Development .....</b>	<b>7</b>
<b>Section 4 Overview of the Agency’s Safety Management Systems (SMS).....</b>	<b>8</b>
<b>Section 5 Safety Management Policy .....</b>	<b>9</b>
<b>Subsection 5.1 Safety Management Policy Statement .....</b>	<b>9</b>
<b>Subsection 5.2 Safety Management Policy Communication .....</b>	<b>10</b>
<b>Subsection 5.3 Employee Safety Reporting Program.....</b>	<b>10</b>
<b>Subsection 5.4 SMS Authorities, Accountabilities, and Responsibilities .....</b>	<b>11</b>
<b>Subsection 5.4.1 Accountable Executive .....</b>	<b>11</b>
<b>Subsection 5.4.2 Chief Safety Officer .....</b>	<b>12</b>
<b>Subsection 5.4.3 Agency Leadership and Executive Management .....</b>	<b>12</b>
<b>Subsection 5.4.4 Key Staff.....</b>	<b>13</b>
<b>Section 6 Safety Risk Management (SRM) .....</b>	<b>13</b>
<b>Subsection 6.1 Safety Hazard Identification .....</b>	<b>13</b>
<b>Subsection 6.2 Infectious Disease Prevention .....</b>	<b>14</b>
<b>Subsection 6.3 Safety Risk Assessment .....</b>	<b>15</b>
<b>Subsection 6.4 Safety Risk Mitigation .....</b>	<b>16</b>
<b>Section 7 Safety Assurance .....</b>	<b>17</b>
<b>Subsection 7.1 Safety Performance Monitoring and Measurement.....</b>	<b>17</b>
<b>Section 8 Safety Promotion .....</b>	<b>18</b>
<b>Subsection 8.1 Safety Communication .....</b>	<b>18</b>
<b>Section 9 Documentation.....</b>	<b>20</b>
<b>Attachments .....</b>	<b>21</b>
<b>Addendum – City of Corona Transit Service Safety Management System .....</b>	<b>22</b>

## Definitions

Accident means an Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; an evacuation for life safety reasons.

Accountable Executive means the single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of the Agency; responsibility for carrying out the Agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the Agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. § 5329(d), and the Agency's Transit Asset Management Plan in accordance with 49 U.S.C. § 5326.

Agency or Transit Agency means **City of Corona Transit Service**.

City of Corona Council means governing body of **City of Corona Transit Service**.

Caltrans means the California Department of Transportation

Chief Safety Officer means the adequately trained individual who has responsibility for safety and reports directly to the Transit Agency's chief executive officer.

CFR means Code of Federal Regulations.

Event means any Accident, Incident, or Occurrence.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death, damage to or loss of the facilities, equipment, rolling stock, or infrastructure of the system, or damage to the environment.

Incident means an Event that involves any of the following: a personal injury that is not a serious injury, one or more injuries requiring medical transport, or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of the Transit Agency.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of the Transit Agency.

Part 673 means 49 CFR (Code of Federal Regulations) Part 673.

Performance Measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within the Transit Agency's Safety Management Systems that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the Transit Agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means the Transit Agency's documented commitment to safety, which defines the Transit Agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management Systems (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a Transit Agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Performance Target (SPT) means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the Transit Agency's public transportation system.

Safety Risk Assessment (SRA) means the formal activity whereby the Transit Agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM) means a process within the Transit Agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which: (1) requires hospitalization for more than 48 hours, commencing within seven days from the date the injury was received, (2) results in a fracture of any bone (except simple fractures of fingers, toes, or noses), (3) causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves any internal organ, or (5) involves second or third-degree burns, or any burns affecting more than five percent of the body surface.

State of Good Repair (SGR) means the condition in which a capital asset is able to operate at a full level of performance.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

U.S.C. means United States Code.

## ***Section 1 Transit Agency Information***

**City of Corona Transit Service** is a **municipal authority** formed by the **Municipal Authorities Act of 1945**, which operates **fixed route and demand response service** in the city of Corona, Coronita, El Cerrito, Home Gardens in the area of Riverside County, California. **City of Corona Transit Service** does purchase transportation services from **MV Transportation**. **City of Corona Transit Service** is a recipient/subrecipient of Section 5307, local funds, and

Transportation Development Act LTF and STA funds. **City of Corona Transit Service does not provide transportation services on behalf of another entity.**

#### ***Subsection 1.1 Accountable Executive***

**City of Corona Transit Service's** Accountable Executive is the **Community Services Director**. The **Community Services Director** is the single, identifiable person who has ultimate responsibility for carrying out this Agency Safety Plan and the City of Corona Transit Service's Transit Asset Management (TAM) Plan, and control or direction over the human and capital resources needed to develop and maintain both this Plan and the TAM Plan.

The **Community Services Director** is accountable for ensuring that the Agency's Safety Management Systems (SMS) is effectively implemented throughout the Agency's public transportation system. The **Community Services Director** is accountable for ensuring action is taken, as necessary, to address substandard performance in the Agency's SMS. The **Community Services Director** may delegate specific responsibilities, but the ultimate accountability for the Transit Agency's safety performance cannot be delegated and always rests with the **Community Services Director**.

#### ***Subsection 1.2 Chief Safety Officer***

The **Community Services Director** designates the **Transit Program Manager** as **City of Corona Transit Service's** Chief Safety Officer who has the authority and responsibility for day-to-day implementation and operation of the Agency's SMS. The Chief Safety Officer holds a direct line of reporting to the Accountable Executive, **as shown in the organization chart in the Attachment "A"**, and has a strong working relationship with the operations and asset management functions at **City of Corona Transit Service**.

### ***Section 2 Plan Development, Approval, and Updates***

Caltrans developed the contents of this City of Corona Transit Service plan to meet requirements specified in 49 CFR Part 673 and comply with Part 673.11(d) regarding Caltrans' responsibility to develop an ASP for any small public transportation provider that is located in California. This Plan is based on the four (4) principles or pillars of the Safety Management Systems (SMS). SMS is defined as the formal, top-down, organization-wide, data-driven approach to managing safety risk and assuring the effectiveness of safety mitigations. It includes systematic policies, procedures, and practices for the management of safety risk. The four principles or pillars of SMS are: (1) Safety Management Policy; (2) Safety Risk Management; (3) Safety Assurance; and (4) Safety Promotion.

#### ***Subsection 2.1 Drafting the Plan***

Caltrans drafted this Plan, thus meeting the requirements of 49 CFR Part 673.11(d). FTA will oversee compliance with the requirements of Part 673 through the existing Triennial Review processes.

Should **City of Corona Transit Service** no longer meet the definition of a small public transportation provider or choose to opt-out of the Caltrans Agency Safety Plan, within one year from the date of notifying the State of either development **City of Corona Transit Service** will draft and certify its own Agency Safety Plan. If the **City of Corona Transit Service** operates more

than 100 vehicles **City of Corona Transit Service** must fulfil requirements of systems operating more than 100 vehicles.

***Subsection 2.2 Signature by the Accountable Executive and Approval by the Board***

Pursuant to 49 CFR Part 673.11 (a)(1), this Agency Safety Plan and subsequent updates must be signed by the Accountable Executive and approved by **City of Corona Transit Service's** Board. **This plan is developed by City of Corona Transit Service and by signature on the first page of the plan, the Accountable Executive (Community Services Director ) confirms the development of the Plan and approval by City Corona's City Council as specified in the Board Agenda found in Attachment "B".**

***Subsection 2.3 Certification of Compliance***

Pursuant to 49 CFR Parts 673.13(a) and 673.13(b), Caltrans certifies that it has established this Agency Safety Plan, meeting the requirements of 49 CFR Part 673 by July 20, 2020 and will certify its compliance with 49 CFR Part 673.

After Caltrans initial certification, and on an annual basis **City of Corona Transit Service** must update this Agency Safety Plan by July 20 in perpetuity. All Agency Safety Plan updates shall be signed by the Accountable Executive and approved by **City of Corona Transit Service's** Board.

FTA does not require this plan to be submitted to FTA. Instead, Caltrans will certify that it has established this Safety Plan, which fulfills the requirements under Part 673. FTA annually amends and issues the list of Certifications and Assurances. Caltrans will review such guidance for incorporation into the safety program as necessary.

***Subsection 2.4 Plan Review and Updates***

City of Corona Transit Service updates this Safety Plan when information, processes or activities change within the Agency and/or when Part 673 undergoes significant changes, or annually, whichever comes sooner. As **City of Corona Transit Service** collects data through its Safety Risk Management and Safety Assurance processes, shared with Caltrans and the local Metropolitan Planning Organization (MPO) as described in subsection 3.1 below, the MPO and Caltrans will evaluate **City of Corona Transit Service's** safety performance targets (SPTs) to determine whether they need to be changed, as well.

This Plan will be reviewed and updated by the Chief Safety Officer with the assistance of subject matter experts, each **January**. The Accountable Executive will approve any changes, then forward on to the City of Corona Council for approval.

This Plan may need to be reviewed and updated more frequently based on the following:

- We determine our approach to mitigating safety deficiencies is ineffective;
- We make significant changes to service delivery;
- We introduce new processes or procedures that may impact safety;
- We change or re-prioritize resources available to support SMS;
- We significantly change our organizational structure.

## ***Section 3 Safety Performance Targets (SPTs)***

### ***Subsection 3.1 Target Development***

**City of Corona Transit Service** includes SPTs in this Safety Plan. These targets are specific numerical targets set by **City of Corona Transit Service** and based on the safety Performance Measures established by FTA in the National Public Transportation Safety Plan. In the most recent version, the 2017 NSP3, FTA adopted four initial safety Performance Measures: (1) Fatalities, (2) Injuries, (3) Safety Events, and (4) System Reliability.

**City of Corona Transit Service** developed safety performance targets that it will review and update annually. The specific safety performance targets are based on the safety performance measures established under the National Public Transportation Safety Plan and the safety performance goals set by Caltrans based on the past three (3) Calendar years of data. The Safety Performance Targets for **City of Corona Transit Service** for the year 2020 is expected to stay within 1% +/- of previous three years data pertaining to fatalities, injuries, safety events, and system reliability.

*Note: Baseline data for each target will need to be provided by each agency for Caltrans to develop goals.*

FTA requires Caltrans to coordinate with **City of Corona Transit Service** and the **Southern California Association of Government (SCAG)** to the maximum extent practicable. Pursuant to 49 CFR Part 673.15(a), **City of Corona Transit Service** will make safety performance targets available to **Southern California Association of Government** to aid in the planning process upon certification of this plan. Additionally, **City of Corona Transit Service** will transmit performance data against the safety performance targets to Caltrans and the Southern California Association of Government on an annual basis.

Caltrans will conduct coordination meetings with the **Southern California Association of Government** for the selection of State and MPO safety performance targets and goals.

### **CCTS Safety Performance Targets Calculation Methodology**

CCTS will develop Safety Performance Targets (SPTs) that will be reviewed and updated annually. The specific SPTs are based on the safety performance measures established under the National Public Transportation Safety Plan. CCTS SPTs are based on the past three (3) Calendar years' data. The CCTS average SPTs for the year 2022 are derived from averages calculated from cumulative calendar year metrics of 2019, 2020, and 2021 CCTS expects to maintain the CCTS SPTs within 1% of average derived SPTs calculated from the previous three years of data pertaining to fatalities, injuries, safety events, and system reliability. The rate is calculated based on Vehicle Revenue Miles (VRM) per 100,000. For example: Fatalities ÷ by VRM x 100,000; Injuries ÷ by VRM x 100,000; Safety Events ÷ by VRM x 100,000 and System Reliability (VRM ÷ Road Calls).

Three (3) Year Average \*

Mode of Transit Service	Fatalities (Total)	Fatalities ([safety events/VRM] X 100,000)	Injuries (Total)	Injuries ([safety events/VRM] X 100,000)	Safety Events (Total)	Safety Events ([safety events/VRM] X 100,000)	System Reliability (VRM/Road Calls)	Annual VRM (Total)
Fixed Route Service (MBPT)	0	0	0	0	6	3.35	3,928	166,628
Corona Dial-A Ride/Paratransit (DRPT)	0	0	0.3	0.18	6	4.03	25,793	121,377

\* calculated averages from calendar years 2019 through 2020 CCTS performance metrics

2021 Calendar Year (CY)

Mode of Transit Service	Fatalities (Total)	Fatalities ([safety events/VRM] X 100,000)	Injuries (Total)	Injuries ([safety events/VRM] X 100,000)	Safety Events (Total)	Safety Events ([safety events/VRM] X 100,000)	System Reliability (VRM/Road Calls)	Annual VRM (Total)
Fixed Route Service (MBPT)	0	0	0	0	3	1.93	4,451	155,794
Corona Dial-A	0	0	0	0.00	3	3.26	18,415	92,077

2020 CY

Mode of Transit Service	Fatalities (Total)	Fatalities ([safety events/VRM] X 100,000)	Injuries (Total)	Injuries ([safety events/VRM] X 100,000)	Safety Events (Total)	Safety Events ([safety events/VRM] X 100,000)	System Reliability (VRM/Road Calls)	Annual VRM (Total)
Fixed Route Service (MBPT)	0	0	0	0	6	3.49	3,513	172,119
Corona Dial-A Ride/Paratransit (DRPT)	0	0	0	0.00	1	1.10	22,761	91,044

2019 CY

Mode of Transit Service	Fatalities (Total)	Fatalities ([safety events/VRM] X 100,000)	Injuries (Total)	Injuries ([safety events/VRM] X 100,000)	Safety Events (Total)	Safety Events ([safety events/VRM] X 100,000)	System Reliability (VRM/Road Calls)	Annual VRM (Total)
Fixed Route Service (MBPT)	0	0	0	0	8	4.65	3,822	171,970
Corona Dial-A Ride/Paratransit (DRPT)	0	0	1	0.55	14	7.73	36,202	181,009

## Section 4 Overview of the Agency's Safety Management Systems (SMS)

SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry's existing safety foundation to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. **City of Corona Transit Service's** SMS focuses on applying resources to risk and is based on ensuring that the City of Corona Transit Service has the organizational infrastructure to support decision-making at all levels regarding the assignment of resources. Some key parts of **City of Corona Transit Service's** SMS include:

- Defined roles and responsibilities;
- Strong executive safety leadership;
- Formal safety accountabilities and communication;
- Effective policies and procedures; and
- Active employee involvement

Furthermore, **City of Corona Transit Service's** SMS have four distinct components, which are discussed in subsequent sections to this Safety Plan:

- Safety Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

### ***Section 5 Safety Management Policy***

The first component of the **City of Corona Transit Service's** SMS is the Safety Management Policy, which is the foundation of the **City of Corona Transit Service's** safety management system. It clearly states the organization's safety objectives and sets forth the policies, procedures, and organizational structures necessary to accomplish the safety objectives. The Safety Management Policy clearly defines management and employee responsibilities for safety throughout the organization. It also ensures that management is actively engaged in the oversight of the system's safety performance by requiring regular review of the Safety Management Policy, budget and program by the designated Accountable Executive.

#### ***Subsection 5.1 Safety Management Policy Statement***

Safety is a core value at City of Corona Transit Service, and managing safety is a core business function. City of Corona Transit Service will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. City of Corona Transit Service overall safety objective is to proactively manage safety hazards and their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operations.

City of Corona Transit Service will:

- Clearly, and continuously explain to all staff that everyone working within City of Corona Transit Service must take part and be responsible and accountable for the development and operation of the Safety Management System (SMS).
- Work continuously to minimize safety risks. Work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards for passengers and employees.
- Work to ensure that all employees are provided appropriate safety information and training, are competent in safety matters, and assigned tasks commensurate with duties and skills.
- Reaffirm that responsibility for making our operations safer for everyone lies with all employees – from executive management to frontline employees. Each manager is responsible for implementing the SMS in their area of responsibility and will be held accountable to ensure that all reasonable steps are taken to perform activities established through the SMS.

Caltrans established safety performance targets to help measure the overall effectiveness of our processes and ensure we meet our safety objectives. City of Corona Transit Service will keep employees informed about safety performance goals and objectives to ensure continuous safety improvement.

### ***Subsection 5.2 Safety Management Policy Communication***

The Safety Management Policy is communicated throughout the Agency, to all employees, managers, and executives, as well as contractors, and to the City of Corona Council.

This is accomplished through various processes such as:

- Workshops/training sessions - Conducted for Senior Management, Directors, Managers, Supervisors. Once this Plan or any update to this Plan has been signed by the CEO/General Manager approved by the Board of Directors and certified by Caltrans it will become standard practice in perpetuity so that SMS becomes standard business practice. All Union representatives will be kept informed.
- New Hire Safety Orientation – All new employees regardless of their classifications will be trained about their roles and responsibilities pertaining to PTASP and the principles of SMS.
- Safety bulletins, email safety newsletter blasts to staff, toolbox/tailgate safety meetings and/or safety committee meetings

### ***Subsection 5.3 Employee Safety Reporting Program***

**City of Corona Transit Service** implemented a process that allows employees [and contracted employees] to report safety conditions to senior management, protections for employees who report safety conditions to senior management. The purpose, description and protections for employees to report unsafe conditions and hazards are described in the Employee Safety Reporting Program as below:

#### **Purpose:**

a) To establish a system for City of Corona Transit Service employees to identify unsafe conditions or hazards at work and report them to their department management without fear of reprisal. However, disciplinary action could result if the condition reported reveals the employee willfully participated in or conducted an illegal act, gross negligence or deliberate or willful disregard of regulations or procedures, including reporting to work under the influence of controlled substances, physical assault of a coworker or passenger, theft of agency property, unreported safety events, unreported collisions, and unreported passenger injuries or fatalities.

b) To provide guidelines for facilitating the timely correction of unsafe conditions or hazards by City of Corona Transit Service management.

#### **Description:**

a) This program provides a method for City of Corona Transit Service management to identify, evaluate, and correct or avoid unsafe conditions or hazards, procedural deficiencies, design inadequacies, equipment failures, or near misses that adversely affect the safety of employees.

Examples of voluntary safety reports include:

- Safety hazards in the operating environment (for example, county or city road conditions),
- Policies and procedures that are not working as intended (for example, insufficient time to complete pre-trip inspection),

- Events that senior managers might not otherwise know about (for example, near misses), and
- Information about why a safety event occurred (for example, radio communication challenges).

b) The program also involves recommending corrective actions and resolutions of identified unsafe conditions or hazards and/or near miss.

c) All employees have the obligation to report immediately any unsafe conditions or hazards and near miss to their immediate supervisor /department manager and may do so without fear of reprisal.

d) Unsafe conditions or hazards may also be identified as a result of occupational injury or illness investigations and/or by accident investigation.

e) Other means by which hazards may be identified are inspections/audits or observations made by the supervisors/management staff as referenced in agency's Safety Inspection Program.

f) Findings will be published immediately following mitigation actions. If employee identification is available, direct feedback regarding mitigation will be provided.

#### ***Subsection 5.4 SMS Authorities, Accountabilities, and Responsibilities***

This Plan has assigned specific SMS authorities, accountabilities, and responsibilities to the designated Accountable Executive; Chief Safety Officer; Agency's Leadership/Executive Management; and Key Staff/Employees as described below:

##### ***Subsection 5.4.1 Accountable Executive***

**City of Corona Transit Service's Accountable Executive is Community Services Director.** The **Community Services Director** is accountable for ensuring that the Agency's SMS is effectively implemented throughout the Agency's public transportation system. The **Community Services Director** is accountable for ensuring action is taken, as necessary, to address substandard performance in the Agency's SMS. The **Community Services Director** may delegate specific responsibilities, but the ultimate accountability for the City of Corona Transit Service's safety performance cannot be delegated and always rests with the **Community Services Director**. The **Community Services Director** is accountable for ensuring that the Agency's SMS is effectively implemented, and that action is taken, as necessary, to address substandard performance in the Agency's SMS. The Accountable Executive may delegate specific responsibilities, but not accountability for City of Corona Transit Service's safety performance.

The **Community Services Director** roles include, but are not limited to:

- Decision-making about resources (e.g. people and funds) to support asset management, SMS activities, and capital investments;
- Signing SMS implementation planning documents;
- Endorsing SMS implementation team membership; and

- Ensuring safety concerns are considered and addressed in the agency's ongoing budget planning process.
- Ensuring transparency in safety priorities: for the Board of Directors and for the employees.
- Establishing guidance on the level of safety risk acceptable to the agency.
- Assuring safety policy is appropriately communicated throughout the agency.
- Other duties as assigned/necessary.

#### ***Subsection 5.4.2 Chief Safety Officer***

The Chief Safety Officer has the authority and responsibility for day-to-day implementation and operation of the City of Corona Transit Service's SMS.

Chief Safety Officer's Roles include:

- Decision-making about resources (e.g., people and funds) to support asset management, SMS activities, and capital investments;
- Overseeing the safety risk management program by facilitating hazard identification, safety risk assessment, and the development and implementation of safety risk mitigations.
- Monitoring safety risk mitigation activities;
- Providing periodic reports on safety performance;
- Briefing the Accountable Executive and Corona City Council on SMS implementation progress;
- Planning safety management training; and
- Developing and organizing annual audits/reviews of SMS processes and the Agency Safety Plan to ensure compliance with 49 CFR Part 673 requirements.
- Maintaining safety documentation.
- Other duties as assigned/necessary.

#### ***Subsection 5.4.3 Agency Leadership and Executive Management***

The **Chief Operations Officer and the department directors or managers of each department** comprise Agency Leadership/Executive Management. Some of their responsibilities include:

- Day-to-day implementation of the Agency's SMS throughout their department and the organization.
- Communicating safety accountability and responsibility from the frontline employees to the top of the organization.
- Ensuring employees are following their working rules and procedures, safety rules and regulations in performing their jobs, and their specific roles and responsibilities in the implementation of this Agency Safety Plan and the Agency's SMS.
- Ensuring that employees comply with the safety reporting program and are reporting unsafe conditions and hazards to their department management; and making sure reported unsafe conditions and hazards are addressed in a timely manner.
- Ensuring that resources are sufficient to carry out employee training/certification and re-training as required by their job classifications.

#### ***Subsection 5.4.4 Key Staff***

The agency Key Staff/Employees may include managers, supervisors, specialists, analysts, database administrators, and other key employees who are performing highly technical work and overseeing employees performing critical tasks and providing support in the implementation of this Agency Safety Plan and SMS principles in various departments throughout the agency.

City of Corona Transit Service's Key Staff/Employees responsibilities include:

- Ensuring that employees are complying with the safety reporting program.
- Ensuring supervisors are conducting their toolbox safety meetings
- Promoting safety in employee's respective area of responsibilities – That means: zero accidents; absence of any safety concerns; perfect employee performance; and compliance with agency rules and procedures and regulatory requirements.
- Ensuring safety of passengers, employees, and the public.
- Responding to customer complaints and expectations for frequency, reliability, and convenience of service.
- Replacing and maintaining aging facilities, equipment, and infrastructure.
- Meeting increasing demands for fixed route, commuter service and paratransit service.
- Developing and maintaining programs to gather pertinent data elements to develop safety performance reports and conduct useful statistical analyses to identify trends and system performance targets.
- Establishing clear lines of safety communication and holding accountability for safety performance.
- Assisting as subject matter experts in safety risk assessment and safety risk mitigation processes.

### ***Section 6 Safety Risk Management (SRM)***

The second component of the City of Corona Transit Service's SMS is Safety Risk Management, which includes processes and procedures to provide an understanding of the Agency's operations and vehicle maintenance to allow individuals to identify hazards associated with those activities.

**City of Corona Transit Service** has implemented a Safety Risk Management process for all elements of its transportation system. The Safety Risk Management process includes the following activities: safety hazard identification, safety risk assessment, and safety risk mitigation.

#### ***Subsection 6.1 Safety Hazard Identification***

Hazard identification is the first step in the Safety Risk Management process and a key component. It involves these fundamental safety-related activities: Identifying safety hazards and their consequences; assessing the risks associated with the consequences of the hazards; and developing mitigations to reduce the potential consequences of the identified hazards.

The following is **City of Corona Transit Service's** methods and processes to identify hazards. The Agency considers, as a source for hazard identification, data and information provided by an oversight authority and the FTA. Hazards are identified through a variety of sources, including:

- Employee safety reporting,
- Review of vehicle camera footage,

- Review of monthly performance data and safety performance targets,
- Observations from supervisors,
- Maintenance reports,
- Comments from customers, passengers, and third parties,
- Safety committee, driver and all-staff meetings,
- Results of audits and inspections of vehicles and facilities,
- Results of training assessments
- Investigations into safety events, incidents and occurrences, and
- Information from FTA and oversight authorities.

When a hazard has been identified, whatever the source, it is reported to the City of Corona Transit Service Chief Safety Officer, who enters it into the Hazard Log. The Chief Safety Officer also may enter hazards into this log based on reviews of operations and maintenance activities and procedures.

The Chief Safety Officer will investigate hazards to collect information and determine if hazards need to be entered into the safety risk assessment process. In following up on identified hazards, the Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard,
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary,
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard,
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents, etc.),
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard,
- Review any past reported hazards of a similar nature, and
- Evaluate tasks and/or processes associated with the reported hazard.

Any identified hazard that poses an immediate risk to transit operations, the health and safety of employees or the public, or equipment must immediately be brought to the attention of the Accountable Executive and placed through the Safety Risk Management process for safety risk assessment and mitigation. Otherwise, hazards will be prioritized for further Safety Risk Management activity.

### ***Subsection 6.2 Infectious Disease Prevention***

CCTS follows the Center for Disease Control (CDC) guidelines for all infectious disease exposures. CCTS will also monitor the Riverside County Office of Public Health and California Occupational Safety and Health Administration (OSHA) guidelines and maintain the highest level of employee safety. In addition, the City has developed and implemented the COVID-19 Prevention Program which is designed to control employees' exposure to COVID-19 that may occur in the workplace. These document can be found on the City's intranet and in the appendix of this plan. Further, the City's transit operations contractor, MV Transportation, has updated its

Injury and Illness Prevention Program to include COVID-19 Health and Safety Preparedness. This document is also included in the appendix.

### ***Subsection 6.3 Safety Risk Assessment***

Safety risk assessment defines the level or degree of the safety risk by assessing the likelihood and severity of the consequences of hazards and prioritizes hazards based on the safety risk. The Chief Safety Officer, with assistance from key staff subject matter experts, is responsible for assessing identified hazards and ratings using the safety risk matrix below. Prioritizing safety risk provides the Accountable Executive with the information needed to make decisions about resource application.

The following matrix, adopted from the TSI Participation Guide – SMS Principles for Transit, facilitates the ranking of hazards based on their probability of occurrence and severity of their outcome.

Probability Levels			
Description	Level	Specific Individual Item	Fleet Inventory
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced.
Probable	B	Will occur several times in the life of an item.	Will occur frequently.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times.
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible.
Eliminated	F	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

The measuring goes from A to F with A being frequent or likely to occur frequently and E being improbable or expected that this event will most likely never occur. The designation F is used when potential hazards are identified and later eliminated.

Severity Levels		
Description	Level	Mishap Result Criteria
Catastrophic	1	Could Result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M
Critical	2	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M
Marginal	3	Could result in one or more of the following: injuries or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100k but less than \$1M

Severity Levels		
Negligible	4	Could result in one or more of the following: injuries or occupational illness not resulting in lost work day, minimum environmental impact. Or monetary loss less than \$100k.

The Safety Risk Severity Table presents a typical safety risk. It includes four categories to denote the level of severity of the occurrence of a consequence, the meaning of each category, and the assignment of a value to each category using numbers. In this table, 1 is considered catastrophic meaning possible deaths and equipment destroyed and 4 is considered negligible or of little consequence with two levels in between.

Safety Risk Probability and Safety Risk Severity are combined into the Safety Risk Index Ranking to help prioritize safety risks according to the table below.

Safety Risk Assessment Matrix				
Severity → Probability ↓	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
A-Frequent	1A	2A	3A	4A
B- Probable	1B	2B	3B	4B
C-Occasional	1C	2C	3C	4C
D- Remote	1D	2D	3D	4D
E- Improbable	1E	2E	3E	4E
F- Eliminated				
Safety Risk Index Ranking				
1A, 1B, 1C, 2A, 2B	High	Unacceptable		
1D, 2C, 3A, 3B	Serious	Undesirable - With management decision required		
1E, 2D, 2E, 3C, 3D, 3E, 4A, 4B,	Medium	Acceptable - with review by management		
4C, 4D, 4E	Low	Acceptable - without review		

The Chief Safety Officer documents recommendations regarding hazard rating and mitigation options and reports this information to the Accountable Executive.

#### ***Subsection 6.4 Safety Risk Mitigation***

The Chief Safety Officer, assisted by Key Staff subject matter experts, reviews current safety risk mitigations and establish procedures to 1) eliminate; 2) mitigate; 3) accept specific risks. Prioritization of safety remediation measures is based on risk analysis and a course of action acceptable to City of Corona Transit Service management.

The safety risk must be mitigated if ranked as Unacceptable (High- Red). Those safety risks that have been mitigated, even those mitigated risks shown as Acceptable status (Low -Green) undergo regular and consistent monitoring to ensure the mitigation strategy is effective.

Key strategies to minimize the types of risks that potentially exist include:

- Development and deployment of policies and procedures that address known hazards and risks,

- Discussion of other actions, strategies and procedures that might help safeguard against unknown/unforeseen risks,
- Training of drivers and other agency staff on all safety policies and procedures,
- Training of drivers and other agency staff on methodologies for handling emergencies, and
- Training of drivers and staff on proper and effective use of emergency equipment and communication technologies and protocol.

Safety risk mitigations are tracked and updated in the Hazard Log by the Chief Safety Officer.

## ***Section 7 Safety Assurance***

The third component of the Agency's SMS is Safety Assurance, which ensures the performance and effectiveness of safety risk controls established under safety risk management. Safety assurance also helps ensure that the organization meets or exceeds its safety objectives through the collection, analysis, and assessment of data regarding the organization's performance. Safety assurance includes inspection activities to support oversight and performance monitoring.

The City of Corona Transit Service monitors its operations and maintenance protocols and procedures, and any safety risk mitigations to ensure that it is implementing them as planned. Furthermore, the Agency investigates safety events (as defined in CCTS' SMS pg. 12) and any reports of non-compliance with applicable regulations, standards, and legal authority. Finally, the Agency continually monitors information reported to it through any internal safety reporting programs, including the employee safety reporting program.

Some of the key elements of City of Corona Transit Service's Safety Performance Monitoring and Measurement are shown below in subsection 7.1:

### ***Subsection 7.1 Safety Performance Monitoring and Measurement***

As part of the Safety Assurance Process, **City of Corona Transit Service:**

- Monitors the system for compliance with, and sufficiency of, the Agency's procedures for operations and maintenance through:
  - Safety audits,
  - Informal inspections,
  - Regular review of on-board camera footage to assess drivers and specific incidents,
  - Safety surveys,
  - Employee safety reporting program,
  - Investigation of safety occurrences,
  - Safety review prior to the launch or modification of any facet of service,
  - Daily data gathering and monitoring of data relating to the delivery of service,
  - Regular vehicle inspections and preventative maintenance, and
  - Continuous feedback loop between leadership and all levels of the agency.
- Monitors its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended through:
  - Reviewing results from accident, incident, and occurrence investigations,
  - Monitoring employee safety reporting,
  - Reviewing results of internal safety audits and inspections, and

- Analyzing operational and safety data to identify emerging safety concerns.
- Conducts investigations of safety events to identify causal factors; and
- Monitors information reported through any internal safety reporting programs.
  - The Chief Safety Officer routinely reviews safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer ensures that the issues and concerns are investigated or analyzed through the safety risk assessment process.
  - The Chief Safety Officer also reviews the results of internal and external reviews, including audits and assessments, with findings affecting safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations. The Chief Safety Officer discusses relevant safety issues and concerns with the Accountable Executive and executive management and documents the results of these reviews in the Hazard Log.

In the event of a fatality, the **City of Corona Transit Service** complies with all FTA drug and alcohol requirements.

In California, every driver involved in an accident that results in death, injury, or property damage over \$1000, effective January 1, 2017, must report the accident on a [Report of Traffic Accident Occurring in California](#) (SR 1) form to DMV. The report forms are available at [www.dmv.ca.gov](http://www.dmv.ca.gov), by calling 1-800-777-0133, and at CHP and DMV offices. Also, under California Vehicle Code §16002(b) the driver of a vehicle that is owned or operated by a publicly owned or operated transit system, or that is operated under contract with a publicly owned or operated transit system, and that is used to provide regularly scheduled transportation to the general public or for other official business of the system shall, within 10 days of the occurrence of the accident, report to the transit system any accident of a type otherwise required to be reported pursuant to [subdivision \(a\) of Section 16000](#). The **City of Corona Transit Service** requires driver notification to the **City of Corona Transit Service** immediately and maintains records of any report filed pursuant to this paragraph.

## ***Section 8 Safety Promotion***

The fourth component of the Agency's SMS is Safety Promotion, which includes a combination of training and communication of safety information to employees to enhance the Agency's safety performance. Safety Promotion sets the tone for the SMS and helps City of Corona Transit Service to establish and maintain a robust safety culture. Safety Promotion has two-components: (1) Safety Communication; and (2) Competencies and Training.

### ***Subsection 8.1 Safety Communication***

**City of Corona Transit Service** communicates safety and safety performance information throughout the organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through an employee safety reporting program.

Ongoing safety communication is critical and City of Corona Transit Service ensures communication occurs up, down, and across all levels of the organization. Any lessons learned are communicated to all concerned. Management commitment to address safety concerns and hazards is communicated on a regular basis. Management encourages and motivates employees to communicate openly, authentically, and without concern for reprisal; ensures employees are aware of SMS principles and understand their safety-related roles and responsibilities; conveys safety critical information such as accident data, injuries, and reported safety concerns and hazards and their resolutions to employees. City of Corona Transit Service's tools to support safety communication include:

- Safety bulletins
- Safety notices
- Posters
- CDs or Thumb drives or online safety video access
- Newsletters
- Briefings or Toolbox talks
- Seminars and workshops
- New employee training and refresher training
- Intranet or social media
- Safety Committee Meetings

**Competencies and Training:** Executive Management ensures that all employees attend the training provided to understand their specific roles and responsibilities for the implementation of SMS. City of Corona Transit Service provides SMS training in the following areas:

**All Employees:**

- Understanding of Safety Performance Targets
- Understanding of fundamental principles of SMS
- Understanding of Safety Reporting Program – Reporting unsafe conditions and hazards/near misses
- Understanding of their individual roles and responsibilities under SMS

**Managers and Supervisors**

- Understanding of Safety Risk Management
- Understanding of Safety Assurance
- Understanding of Safety Promotion
- Understanding of their individual roles and responsibilities for SMS

**Executive Management:**

- Understanding of management commitment to and support of all SMS activities.

All employees are required to acquire the competencies and knowledge for the consistent application of their skills as they relate to safety performance objectives. City of Corona Transit Service dedicates resources to conduct effective safety-related skill training. The scope of the

safety training is appropriate to each employee's individual safety-related job responsibilities and their role in SMS. Components of City of Corona Transit Service's skill-related training include:

- Conducting training needs analyses to ensure that the right information is being taught to the right employees using the most efficient training methods.
- Communicating purpose, objectives, and outcome.
- Ensuring relevant content by directly linking training to the trainee's job experiences so trainees are more motivated to learn.
- Using active hands-on demonstrations and practice to demonstrate skills that are being taught and provide opportunities for trainees to practice skills.
- Providing regular feedback during hands-on practice and exercises.
- Reinforcing training concepts in the post-training work environment by giving employees opportunities to perform what they've learned.

**Safety-related skill training programs provided by the transit agency**, per "4.1 Competencies & Training" in MV Transportation's "Safety Management System Plan 2019"

City of Corona Transit Service conducts refresher training **monthly**, during employee safety meetings.

### ***Section 9 Documentation***

*Pursuant to 49 CFR Part 673.31, **City of Corona Transit Service** maintains records related to this Safety Plan and SMS implementation for a minimum of three years. These documents include but are not limited to the results from SMS processes and activities. City of Corona Transit Service will make these documents available to FTA Region 9, Caltrans, and other Federal and state agencies upon request.*

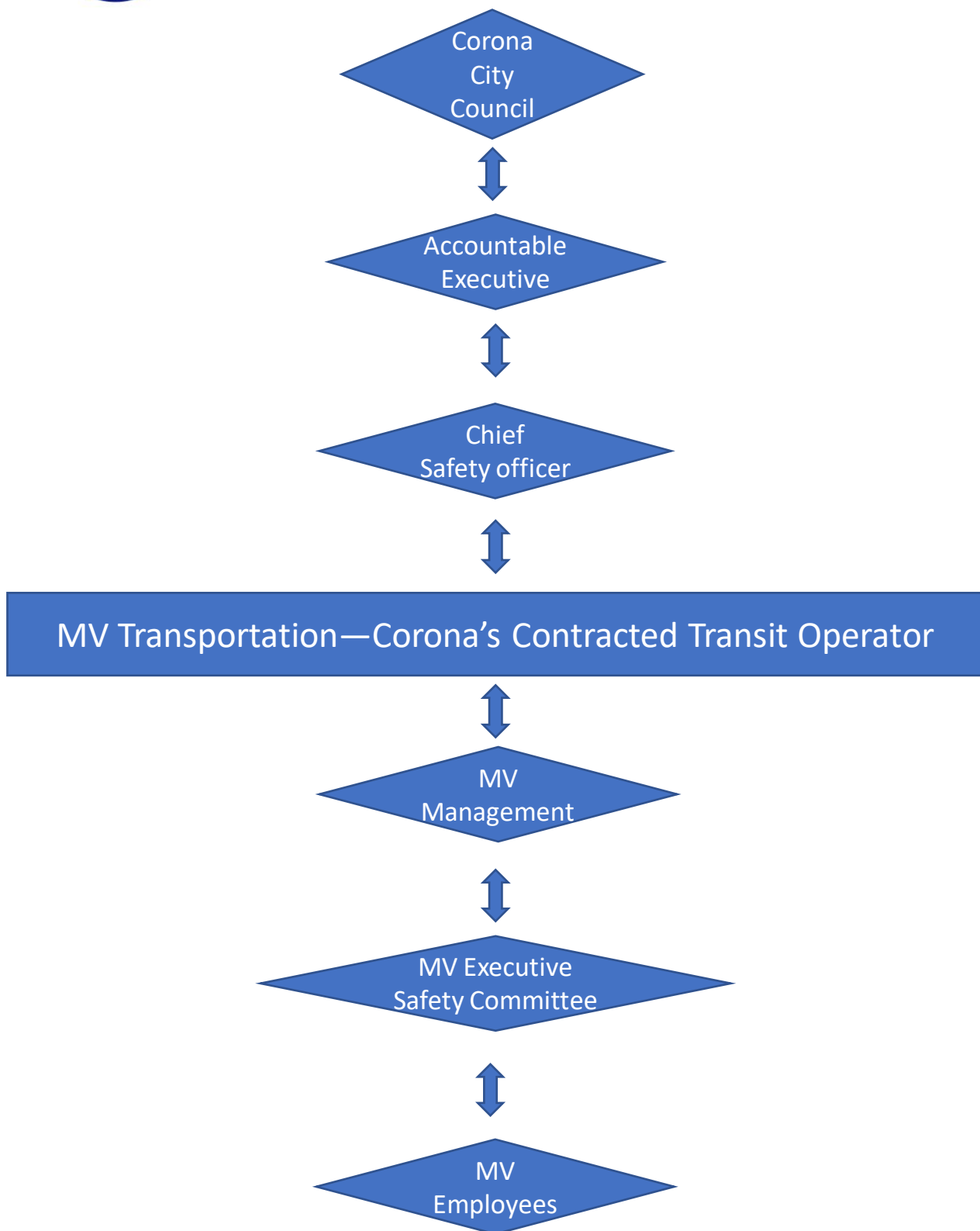
## *Attachments*

*Attachment A – Organization Chart*

*Attachment B – Board Approval*



# City of Corona Agency Safety Plan Organization Chart



*Addendum – City of Corona Transit Service Safety Management System*

2022

# City of Corona Transit Service Safety Management System



Sudesh Paul

City of Corona Transit Service

12/7/2022



## MISSION/OBJECTIVE

The City of Corona Transit Service (CCTS) is committed to operating a public transportation system that offers reliable, accessible, and convenient service with safe vehicles and facilities. CCTS overall safety objective is to proactively manage safety hazards and their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operations.

## ABOUT CITY OF CORONA TRANSIT SERVICE (CCTS)

City of Corona Transit Service (CCTS) provides both fixed route, Corona Cruiser, and Dial-A-Ride (DAR) services. CCTS serves a diverse population of over 168,000 residents. The city limits encompass approximately 39 square miles.

Dial-A-Ride service commenced in 1977 and provides curb-to-curb service throughout the City of Corona, neighboring county areas of Coronita, El Cerrito, Home Gardens, and satellite locations in the City of Norco. The complementary paratransit service DAR service extends beyond city limits to ensure compliance with the Americans with Disability Act (ADA) ¾ mile corridor around Corona Cruiser fixed route service. Door-to-door service is available upon request for DAR patrons certified under the ADA. The Corona Cruiser fixed route service commenced in 2001 and operates along two routes, the Red Line and Blue Line, using five buses during peak service. The routes provide access to commercial, retail and residential areas, medical facilities, schools, jobs, and links to other transit services. CCTS contracts with the private sector to provide a turn-key transit operation

Version 3, 11/29/22

---

*The Federal Transit Administration (FTA) has issued rules that require public transit agencies to draft a Safety Plan in accordance with 49 C.F.R. Part 673 (Part 673). The full text of the Part 673 is available at <http://www.transit.dot.gov/PTASP>*



## City of Corona Transit Service Information

<b>Transit Agency Name</b>	City of Corona Transit Service		
<b>Transit Agency Address</b>	400 S. Vicentia Avenue, Suite 225, Corona, CA 92882		
<b>Name and Title of Accountable Executive</b>	Anne K. Turner, Community Service Director		
<b>Name of Chief Safety Officer or SMS Executive</b>	Sudesh Paul, Transit Program Manager		
<b>Mode(s) of Service Covered by the Plan</b>	Fixed Route Demand Response	<b>List All FTA Funding Types (e.g., 5307, 5310, 5311)</b>	5307, 5339
<b>Modes(s) of Service Provided by the Transit Agency</b>	Contract Operated Fixed Route Contract Operated Demand Response		

## Plan Development, Approval, and Updates

<b>Name of Entity That Drafted This Plan</b>	City of Corona Transit Service	
<b>Signature by the Accountable Executive</b>		
	<b>Signature of Accountable</b>	<b>Date of Signature</b>
<b>Approval by the Board of Directors or an Equivalent Authority</b>	City Council	
	<b>Name of Entity That Approved this Plan</b>	<b>Date of Approval</b>

## Revision/Update History



## City of Corona Transit Service Safety Management System (SMS)

**Agency Name:**

City of Corona Transit Service

**FTA Recipient ID:**

1638

**Accountable Executive:**

Anne K. Turner, Community Services Director

**Initial City of Corona Council Adoption:**

April 15, 2020

**SMS Effective Date**

July 31, 2020

<b>Last Modified By (Name):</b>	<b>Last Modified (Date):</b>
Gerardo Sanabria	06/15/2020
Sudesh Paul	12/7/2022

City of Corona Transit Service, Safety Management System (SMS)



## Introduction

On July 19, 2018, The Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). The documented processes and procedures for the Agency's SMS must consist of four main elements: (1) Safety Management Policy, (2) Safety Risk Management, (3) Safety Assurance, and (4) Safety Promotion.

In the case of conflict between Corona's Agency Safety Plan and Corona's Safety Management System that includes its Transit Operations Contractor's Safety Management System Plan (MV Transportation "Safety Management System Plan 2019"), Corona's Agency Safety Plan and SMS shall take precedence over, and shall be used in lieu of, such conflicting provisions. Corona's Safety Management System including those of its Contracted Transit Operator have been arranged into a format that parallels the Public Transportation Agency Safety Plan (PTASP) Final Rule.



## Corona’s Safety Management System Contents

MISSION/OBJECTIVE .....	2
ABOUT CITY OF CORONA TRANSIT SERVICE (CCTS) .....	2
Introduction .....	5
I. Safety Management Policy.....	9
<i>Safety Management Policy Statement</i> .....	9
<i>Purpose</i> .....	10
<i>Policy</i> .....	10
<i>Reporting Unsafe Conditions</i> .....	11
<i>Safety Management Policy Communication</i> .....	11
<i>Safety Accountabilities and Responsibilities</i> .....	11
<i>Employee Safety Reporting Program</i> .....	13
Vehicle Safety Defects Reporting .....	13
On-Route Safety Issue Reporting Procedures .....	13
Employee Behaviors/Retraining Procedures.....	13
Other Employee Safety Reporting Procedures.....	14
II. Safety Risk Management .....	14
<i>Safety Risk Management Process</i> .....	14
<i>Monthly Facility Inspections</i> .....	14
<i>Reporting</i> .....	14
<i>Training</i> .....	15
<i>Assessment</i> .....	15
<i>Quarterly Accident Reviews</i> .....	15
<i>Hazard Management Process</i> .....	15
Purpose .....	15
<i>Hazard Management Consists of:</i> .....	16
Hazard Identification .....	16
Employee Hazard Reporting.....	16
<i>Infectious Disease Prevention</i> .....	16
III. Safety Assurance.....	17



## City of Corona Transit Service Safety Management System (SMS)

<i>Safety Performance Monitoring and Measurement</i> .....	17
<i>Reporting</i> .....	17
<i>Investigations</i> .....	17
<i>Safety Information Monitoring</i> .....	17
<i>Proactive Observations and Evaluations</i> .....	18
<i>Safety Inspections</i> .....	18
<i>Monthly Facility Inspections</i> .....	18
<i>Quarterly Reviews</i> .....	18
<i>Root Cause Analysis</i> .....	19
<i>Hazard Investigation, Evaluation, and Analysis</i> .....	19
<i>Hazard Severity Categories</i> .....	19
<i>Hazard Frequency Categories</i> .....	20
<i>Hazard Assessment Table</i> .....	21
<i>Hazards and Corrective Actions Tracking</i> .....	22
<i>Hazards Communications and Reporting</i> .....	22
IV. Safety Promotion .....	22
<i>Safety Performance Monitoring and Measurement</i> .....	22
<i>Reporting</i> .....	22
<i>Investigations</i> .....	22
<i>Safety Information Monitoring</i> .....	23
<i>Proactive Observations and Evaluations for Operator Safety Adherence</i> .....	23
V. Management of Change (Not Required for Small Public Transportation Providers) .....	23
<i>Configuration and Change Management</i> .....	24
<i>Bus Operations and Transit Planning</i> .....	24
<i>Planning</i> .....	24
<i>Operations</i> .....	25
VI. Continuous Improvement (Not Required for Small Public Transportation Providers) .....	25
<i>Quarterly Accident Reviews</i> .....	25
<i>Daily Reviews</i> .....	26
VII. Program Implementation.....	26
<i>Responsibility for the AGENCY SAFETY PLAN</i> .....	26
<i>Continuous Plan Evaluation</i> .....	26
<i>Strategic Communications and Coordination</i> .....	26



City of Corona Transit Service Safety Management System (SMS)

*Transit Safety and Security Manager* ..... 27

*Public Safety Outreach*..... 27

VIII. List of Definitions and Acronyms Used ..... 27

IX. Policies and Procedures ..... 32



## I. Safety Management Policy

The first component of the City of Corona Transit Service's SMS is the Safety Management Policy, which is the foundation of the City of Corona Transit Service's safety management system. It clearly states the organization's safety objectives and sets forth the policies, procedures, and organizational structures necessary to accomplish the safety objectives. The Safety Management Policy clearly defines management and employee responsibilities for safety throughout the organization. It also ensures that management is actively engaged in the oversight of the system's safety performance by requiring regular review of the Safety Management Policy, budget and program by the designated Accountable Executive.

### *Safety Management Policy Statement*

Safety is a core value at City of Corona Transit Service, and managing safety is a core business function. City of Corona Transit Service will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. City of Corona Transit Service overall safety objective is to proactively manage safety hazards and their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operations.

City of Corona Transit Service will:

- Clearly, and continuously explain to all staff that everyone working within City of Corona Transit Service must take part and be responsible and accountable for the development and operation of the Safety Management System (SMS).
- Work continuously to minimize safety risks. Work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards for passengers and employees.
- Work to ensure that all employees are provided appropriate safety information and training, are competent in safety matters, and assigned tasks commensurate with duties and skills.
- Reaffirm that responsibility for making our operations safer for everyone lies with all employees – from executive management to frontline employees. Each manager is responsible for implementing the SMS in their area of responsibility and will be held accountable to ensure that all reasonable steps are taken to perform activities established through the SMS.



## *Purpose*

The City of Corona Transit Service (CCTS) recognizes Safety as its number one core pillar. Every employee is accountable for making safety their priority, starting with the Accountable Executive. Safety and regulatory compliance are the first consideration when developing and implementing policies, procedures and programs affecting the Agency's operation.

## *Policy*

CCTS will continue to support the ongoing implementation of its Safety Management System (SMS) with a commitment to the provision of appropriate resources. The Agency's policies, rules and regulations will continue to be developed with the intent to integrate safety into all Agency operations. Every employee should understand the importance of safety in the workplace.

CCTS establishes and measures our safety performance against realistic and data-driven performance indicators and targets. Monthly safety and security inspections of CCTS transit facilities are conducted to identify and correct potential hazards. Our safety culture encourages employees to freely and openly report safety related issues or concerns.

CCTS ensures no action is taken against any employee who discloses a safety matter through the employee safety reporting program, unless disclosure reveals beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures. CCTS and its Contracted Operator will further ensure that every action is taken within reason to mitigate or eliminate potential hazards from the workplace.

The Agency's Safety Committee, represented by Corona Transit management from multiple disciplines, meets monthly to discuss the safety of its employees and customers. The Committee seeks to proactively identify and mitigate any risk of workplace injury and illness. Employees are provided an opportunity for the free discussion of health and safety problems and possible solutions through their representatives on the committee. Additionally, safety suggestion forms and drop boxes are available to employees as part of the safety reporting program.

In the Agency's quest for safety excellence, it has implemented a Safety Management System (SMS) to identify and mitigate risk. This includes the constant evaluation of the effectiveness of these efforts. This cycle of continuous improvement is a part of the culture at CCTS. Realistic safety performance targets are set prior to the start of each fiscal year and are measured no less than quarterly against benchmarks to evaluate the effectiveness of and adjust as necessary to the continuous efforts to mitigate safety related exposures.

To ensure externally supplied systems and services supporting our operations are delivered and meet our safety performance standards, CCTS screens all potential contractors or vendors to ensure compliance with regulatory guidelines.

Safety at the highest level is achieved through cooperative proactivity in identifying potential hazards and taking into consideration the safety of others. Management will review the safety plan annually and update it as appropriate to ensure the safety of our employees and customers.



As a Public Transit Agency, we understand our responsibility to the safety of our employees, customers, and the public. Our decisions and actions affect the safety of our community and we commit to continually improve on safety.

### *Reporting Unsafe Conditions*

It is the responsibility of every employee to be aware of their surroundings and to report any unsafe or unsecure condition to their supervisor, safety committee representative, or via the safety suggestion boxes. The Agency has established a program through which employees can identify and make suggestions relating to safety issues. All suggestions or issues identified are addressed monthly at the Agency's Safety Committee meetings.

### *Safety Management Policy Communication*

*CCTS safety management policy is communicated throughout the agency's organization. Include dates where applicable*

The Safety Management Policy is initially communicated to employees in the new employee orientation. Additionally, every operator is given annual instruction which includes the Agency's safety policy, and a review of how it relates to their safe operation of Agency vehicles. Maintenance employees are communicated the Agency's Safety Policy once per month during regularly scheduled safety meetings. The Safety Committee addresses the Agency's Safety Policy with Administrative employees at the monthly Safety Committee Meeting, and the representatives take the information back to department staff meetings.

The Safety Management Policy is reinforced using "Driver TV," which plays continuous loops of safety policy communications that are updated each month with information geared toward relevant current trends.

The Agency maintains a Monthly Safety Campaign program for all operators and maintenance personnel. Material for the monthly campaigns cover mandated training topics such as Heat Illness Prevention and Bloodborne Pathogens, but a review of recent trends in safety events within the system also help tailor the monthly campaigns in effort to meet Safety Performance Targets.

### *Safety Accountabilities and Responsibilities*

<b>Authorities, Accountabilities, and Responsibilities</b> <i>Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency's Safety Management System (SMS).</i>	
<b>Accountable Executive</b>  <b>Authority/Accountability</b>	<b>Anne K. Turner, Community Services Director</b> The <b>APWD/CE</b> has ultimate accountability to ensure the proper development and implementation of Agency's Safety Plan. The <b>APWD/CE</b> has the authority to designate the appropriate funding for necessary safety related items.
<b>Chief Safety Officer or SMS Executive</b>	Sudesh Paul, Transit Program Manager



<b>Responsibility/Authority</b>	The Transit Program Manager has the responsibility to develop and ensure implementation throughout the Agency and has the authority to implement safety mitigating measures and recommendations.
<b>Agency Leadership and Executive Management</b>	<b>Anne K. Turner, Community Services Director;</b> Cynthia Lara, Community Assistance Manager; Sudesh Paul, Chief Safety Officer or SMS Executive; Sudesh Paul, Transit Program Manager
<b>Responsibility/Authority</b>	The entire leadership team has the responsibility to model, encourage and enforce behaviors that are consistent with the Agency's number one core value, Safety. They are vested with the authority to carry out this task and are to ensure that Safety is always primary in any decisions about Agency business.
<b>MV Transportation Agency Contractor Operator Leadership and Executive Management</b>	Catherine Wynne, General Manager; Britney Pimentel Assistant General Manager; Alex Sierra, Maintenance Manager, George Mbulo Jr., Director of Safety (Southern CA); Veronica Ramirez, Road Supervisor.
<b>Responsibility/Authority</b>	The entire MV Transportation leadership team has the responsibility to model, encourage and enforce behaviors that are consistent with the Agency's number one core value, Safety. They are vested with the authority to carry out this task and are to ensure that Safety is always primary in any decisions about Agency business.
<b>MV Transportation Key Staff</b>	<b>General Manager:</b> Ultimate responsibility for the safety performance of the location and authorizes activities to support an effective SMS. <b>Assistant General Manager</b> (Britney Pimentel): Responsible for promoting operational safety and adhering to our policies and procedures. <b>Safety and Training Manager</b> (Catherine Wynne): Responsible for the day-to-day implementation and operation of the SMS. <b>Maintenance Manager:</b> Responsible for OSHA compliance and site-specific maintenance activities. <b>Trainers / Instructors</b> (George Mbulo Jr., Alex Sierra, Catherine Wynne): Responsible for ensuring that we are training every employee to proficiency in accordance with our performance standards. <b>Supervisors</b> (Veronica Ramirez): Responsible for playing an active role in SMS activities, including sufficient road observations and identifying potential safety hazards with recommended solutions. <b>Location Safety Committee</b> (the committee is composed of MV Transportation and Corona staff, refer to Safety Committee attachment): Responsible for ensuring that reported safety items



	are reviewed and addressed, as well as discussing proactive measures to mitigate future risk.
--	---

### *Employee Safety Reporting Program*

#### Vehicle Safety Defects Reporting

Coach operators complete pre-trip vehicle inspections prior to pulling from the yard and during relief, using an approved California Highway Patrol inspection form to report safety or mechanical defects. The completed form is turned into dispatch upon pulling the bus back into the yard. Completed forms are collected periodically throughout the day by maintenance staff and repairs are then made if necessary. If a safety or mechanical defect is reported to dispatch prior to pull out, a mechanic will inspect the defect and determine if the coach is safe for operation. If determined the bus is unsafe, it will be placed on hold and will not be released to operations until the necessary repairs are completed and signed off by the mechanic. If a safety or mechanical defect is reported while in service, dispatch will confer with a maintenance supervisor to determine the next course of action i.e. bus exchange, maintenance road call, or safe to continue operation.

#### On-Route Safety Issue Reporting Procedures

All events, incidents or accidents are reported by the operator or reporting staff to dispatch via Clever Device, two-way Bolt radio communication, or cell phone. Dispatch will advise the operator what report must be completed and/or refer the issue to the operations manager if necessary. If an incident or accident occurs, the operator or reporting staff will complete the appropriate report and turn it in to dispatch. Dispatch will then place the report in the Risk Management's mailbox for review. For accidents, if Risk Management determines it was a preventable accident, they will forward their findings to the training manager who will then schedule the employee for retraining. For incidents, Risk Management will determine if there is certain behavior by the employee that caused the incident to take place, they will report their finding in an observation report to the operations manager who then will determine if retraining and/or discipline will take place. If the accident or incident was not the fault of the employee, Risk Management will attempt to mitigate the hazard utilizing CCTS' hazard identification and resolution process that is detailed starting on p. 10.

#### Employee Behaviors/Retraining Procedures

If the operator or staff has accountability relating to an incident or accident, a retraining form is completed, and the employee is retrained via on the road and/or a verbal/written coaching by either a training instructor or operations supervisor. All retraining documentation is signed by the employee and supervisor/training instructor and filed in the employees personnel file and in Oracle software. Any operator behavior determined to be "at-risk" results in retraining. Any operator behavior determined to be reckless could result in punitive/disciplinary measures.



### Other Employee Safety Reporting Procedures

CCTS' safety culture encourages employees to report safety related issues or concerns. In addition to the vehicle safety defect reports, incident reports, and accident reports, safety suggestion boxes are in employee break and lounge areas and checked frequently. All employees are encouraged to utilize these boxes and may do so anonymously. All employee concerns/suggestions are addressed and communicated back to the employee submitting the suggestion/concern.

All Agency functional areas are represented on the Agency Safety Committee. The Committee meets each quarter, and employees are encouraged to bring forward any safety related concerns. The meeting is concluded with a "round-table" open forum discussion to ensure each member has an opportunity to contribute.

CCTS/MV Transportation ensures no action is taken against any employee who discloses a safety matter through the employee safety reporting program, unless disclosure reveals beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.

## II. Safety Risk Management

### *Safety Risk Management Process*

*Describe the Safety Risk Management process, including:*

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards.*

*Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

### *Monthly Facility Inspections*

Inspections of CCTS facilities are conducted on a regular basis, no less than monthly. The Corona/MV Transportation staff conducts regular facility inspections to identify any potential safety hazards/risks and coordinates the abatement of such items with Facilities and/or Maintenance.

### *Reporting*

All operations and maintenance personnel are required to submit a report after the occurrence of any safety event. The reports are submitted to the Risk Management Department for processing. This processing includes review of the report, classification of the incident/accident type, documentation of the event in the Agency's Accident/Incident database, and investigation/recovery of additional evidence (including audio and video).



### *Training*

Through regular annual training, employees are encouraged to report any observed/identified conditions throughout the Agency's service area to the Risk Management Department by way of the Safety Suggestions Boxes or their Safety Committee representatives.

All safety events are reviewed by the Risk Manager. When an event is rated as preventable, a notice is issued to the operator advising them of the preventable rating. The operator is given the option of having the rating determination reviewed by an Accident Review Board Panel.

A copy of the notice is sent to the Training Manager, who immediately schedules a mandatory re-training with the operator. This re-training is carried out regardless of the outcome of any review, if requested by the operator

### *Assessment*

Regular assessments are conducted in conjunction with the Transportation Security Administration, Department of Homeland Security to review potential risks, Agency policies and procedures, as well as the physical security of the Agency's facilities. Action items are created, and coordination with the appropriate department management personnel is initiated by the Transit Safety and Security Manager to ensure follow up and completion of such items to correct deficiencies.

### *Quarterly Accident Reviews*

A quarterly review is conducted of safety events. A committee made up of staff from Operations, Risk Management and Training review all safety events for the previous quarter to determine what mitigating measures may be implemented to prevent reoccurrence of similar events.

These reviews include analysis of accidents by type, location (using geo mapping), frequency and severity. Additionally, the data may be broken down by seniority (or other demographic information) to determine if there are any identifiable patterns are occurring.

### *Hazard Management Process*

A hazard is any real or potential condition that can cause injury, illness, or death; damage to or loss of a system, equipment, or property; or damage to the environment. CCTS's hazard identification and resolution process has been implemented to ensure potential hazards are systematically identified, evaluated, and resolved during design, construction, and revenue operations. Through this process, CCTS seeks to minimize and eliminate injuries to passengers, employees, and the general public, and to prevent service delays and damage to property, equipment, and the environment.

### Purpose

This section outlines CCTS/MV Transportation formal process used to identify, evaluate, and mitigate potential hazards associated with transit operations and maintenance. Hazards identified are analyzed for potential impact and resolved by design, procedure, warning device,



or other method so that identified hazards are at a point that is As Low as Reasonably Practicable (ALARP).

*Hazard Management Consists of:*

- Hazard identification
- Hazard investigation, evaluation, and analysis
- Hazard mitigation, control, and elimination
- Hazard tracking

Hazard Identification

The physical and functional characteristics of the system to be analyzed are CCTS operations, maintenance, facilities, procedures, employee practices, and general contract oversight.

Knowledge of how the individual system elements interface with each other is essential to the hazard identification effort. Hazards may be identified through:

- Daily tasks and routine activities conducted by CCTS staff and contractors
- Inspections and observations conducted by CCTS Risk Management
- Internal audits and records reviews
- External audits conducted by regulatory agencies
- Design reviews where representatives of Safety and Security as well as Operations Divisions participate
- Hazard analyses and special reports prepared by consultants, CCTS employees, contractors, and suppliers
- Hazards that develop as a result of accidents/incidents
- Information from other transit systems

Employee Hazard Reporting

CCTS has provided a Safety/Security Hazard form that is available in paper form at CCTS facilities. This form may be used by all employees and contractors to report hazards throughout the system. Once an employee/contractor submits the form, a supervisor/manager must enter that information into the CCTS Safety database and determine a risk assessment using the predetermined hazard assessment table. Once the hazard has been assigned a risk level, a corrective action must be assigned to all hazards and resolution achieved, prior to any close out. CCTS' Transit Transportation Planning Supervisor is ultimately responsible for ensuring all corrective actions are addressed and closed out in a timely fashion. If the hazard requires additional resources beyond those assigned responsibility, the Transit Safety and Security Manager may assign the hazard to the applicable Risk Register.

*Infectious Disease Prevention*

CCTS follows the Center for Disease Control (CDC) guidelines for all infectious disease exposures. CCTS will also monitor the Riverside County Office of Public Health and California Occupational Safety and Health Administration (OSHA) guidelines and maintain the highest level of employee



safety. In addition, the City has developed and implemented the COVID-19 Prevention Program which is designed to control employees' exposure to COVID-19 that may occur in the workplace. These document can be found on the City's intranet and in the appendix of this plan. Further, the City's transit operations contractor, MV Transportation, has updated its Injury and Illness Prevention Program to include COVID-19 Health and Safety Preparedness. This document is also included in the appendix.

### III. Safety Assurance

#### *Safety Performance Monitoring and Measurement*

*Describe activities to monitor the system for compliance with procedures for operations and maintenance.*

#### *Reporting*

All operations and maintenance personnel are required to submit a report after the occurrence of any safety event. The reports are submitted to the Risk Management Department for processing. This processing includes review of the report, as well as video from the bus or facilities cameras to determine compliance with procedures for operations and maintenance. If non-compliance is observed, an observation report is completed and forwarded to the Surveillance Specialist (SS-Road Supervisor collect video, General manager/Assistant GM will review). The SS will open a disciplinary case by assigning an Occurrence Number to track the matter through to conclusion.

#### *Investigations*

Any collision, and all accidents involving property damage or injury to person is immediately investigated by an Operations and/or Road Supervisor. Analysis to determine the root cause of the event is conducted, as well as a review of any procedures or policies for which violations of may have contributed to the event. This information is tracked in the Accident/Incident database and reviewed on a quarterly basis to determine if mitigations implemented have been effective in meeting benchmarks as outlined in the Management of Change section below under "Quarterly Reviews."

#### *Safety Information Monitoring*

A quarterly review is conducted of safety events. A committee made up of staff from Operations, Risk Management and Training review all safety events for the previous quarter to determine what mitigating measures may be implemented to prevent reoccurrence of similar events.

These reviews include analysis of accidents by type, location (using geo mapping), frequency and severity. Additionally, the data is broken down by seniority to determine if events are occurring among less senior operators more frequently or more severely to assess whether training or experience are factors in the events.



### *Proactive Observations and Evaluations*

The Agency deploys 3 types of Proactive Observations/Evaluations:

1) *Coach Operator Performance Profile*

The Agency performs an annual performance evaluation of every coach operator. The document records (see attached Coach Operator Performance Evaluation Form) an operator's safety record, compliance to rules and regulations and attendance. An Operations Supervisor meets with the Coach Operator and goes over their record for the year and gives them recommendations for improvement, if necessary.

2) *On-Board Observation*

The Agency deploys trained on-board evaluators (secret shoppers) to perform an in-person observation of each operator at least once a year. The on-board evaluators ride a minimum of 20 minutes and observe for core skills as a basis for their evaluation. If any deficiencies are observed the coach operator is coached/counseled/retrained as necessary.

3) *External Observation*

The Agency performs an annual field observation for every coach operator. An Operations Supervisor follows the bus in a supervisor vehicle and observes for core skills as a basis for evaluation. If any deficiencies are observed the coach operator is coached/counseled/retrained as necessary.

Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

### *Safety Inspections*

Regular routine inspections are also conducted by the Agency's contracted bus operators on a daily basis, pre-trip and post-trip inspections. Any concerns, hazards or risks are reported in the Daily Vehicle Inspection Report, immediate concerns are communicated to Dispatch, Maintenance, Management Staff, such issues are documented in the Dispatch Log, and Maintenance Log.

### *Monthly Facility Inspections*

Inspections of CCTS transit operating facilities are conducted on a regular basis, no less than monthly. The Transit General Manager conducts regular facilities and revenue vehicle inspections to identify any potential safety hazards/risks and coordinates the abatement of such items with Facilities and/or Maintenance—see Form "GM Monthly Facility Safety Audit FormREV".

### *Quarterly Reviews*

A quarterly review is conducted of safety events. A committee made up of staff from Operations, Risk Management and Training review all safety events for the previous quarter to determine if



recommended mitigations were effective in meeting safety performance targets or were not implemented as intended.

Describe activities to conduct investigations of safety events to identify causal factors.

### *Root Cause Analysis*

Any collision, and all accidents involving property damage or injury to person is immediately investigated by an Operations and/or Road Supervisor. Analysis to determine the root cause of the event is conducted, as well as a review of any procedures or policies for which violations of may have contributed to the event. This information is included in the Risk Management report processing.

*Describe activities to monitor information reported through internal safety reporting programs.*

### *Hazard Investigation, Evaluation, and Analysis*

Employees are encouraged to immediately address hazards that may be easily resolved, such as a trip hazard that may be easily moved. Hazards that require more extensive measures for resolution should be elevated to managers or safety committees for corrective action. Managers and safety committees are encouraged to conduct appropriate investigations to determine the potential risk as evaluated through examining the severity and probability of the hazard.

Hazard severity is the measure of the consequence the hazard presents. The greater the potential hazard consequence, the more severe the hazard. Below is a chart describing the Hazard Severity Categories:

### *Hazard Severity Categories*

CATEGORY NAME	LEVEL	CHARACTERISTICS
Catastrophic	1	Fatality or multiple severe injuries, severe environmental damage, total system loss, extreme financial loss to CCTS
Critical	2	Severe injury or occupational illness, significant environmental, system or equipment damage, major service disruptions, significant financial loss to CCTS
Marginal	3	Minor injury or occupational illness, minor environmental, system, or equipment damage, minor service disruption
Negligible	4	Less than minor injury or occupational illness, less than minor environmental, system or equipment damage. Insignificant service disruption.



The probability that a consequence associated with a given hazard will occur can be described in potential occurrences per unit of time, events, population items or activity. The hazard consequence occurrence probability, or frequency of occurrence, represents a qualitative judgment of the relative likelihood of occurrence of an accident caused by an uncorrected or uncontrolled hazard as a result of a particular event or series of events. All identified hazards are assigned one of five probability levels, as provided in the Hazard Frequency Categories chart below:

### *Hazard Frequency Categories*

Probability Levels			
Description	Level	Specific Individual Item	Fleet Inventory
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced.
Probable	B	Will occur several times in the life of an item.	Will occur frequently.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times.
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
Improbable	E	So unlikely, it can be assumed occurrence man not be experienced in the life of an item.	Unlikely to occur, but possible.
Eliminated	F	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

A qualitative hazard probability will be derived from research, analysis, and evaluation of safety data from the operating experience of CCTS or other similar transit agencies. The term fleet or inventory in the table refers to the number of units or size of system elements as an aggregate in the CCTS system (e.g., the number of bus stops, collectively). Therefore, the table provides a qualitative probability category for a particular event occurring within the entire inventory of stops, or at a single stop, for example.

Risk assessment determines the acceptability of assuming a risk associated with a hazard, the necessity of implementing corrective measures to eliminate or reduce the hazard, or a combination of both. Hazard risk assessment involves categorization of hazard severity and probability of occurrence. The guidelines for determining hazard risk are presented in the tables below:

HAZARD SEVERITY CATEGORY	LEVEL
Catastrophic	1
Critical	2

HAZARD FREQUENCY CATEGORY	LEVEL
Highly Probable	A
Probable	B



## City of Corona Transit Service Safety Management System (SMS)

Marginal	3
Negligible	4

Possible	C
Unlikely	D
Highly Unlikely	E
Eliminated	F

### Hazard Assessment Table

Safety Risk Assessment Matrix				
Severity → Probability ↓	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
A-Frequent	1A	2A	3A	4A
B- Probable	1B	2B	3B	4B
C-Occasional	1C	2C	3C	4C
D- Remote	1D	2D	3D	4D
E- Improbable	1E	2E	3E	4E
F- Eliminated				
Safety Risk Index Ranking				
1A, 1B, 1C, 2A, 2B	High	Unacceptable		
1D, 2C, 3A, 3B	Serious	Undesirable - With management decision required		
1E, 2D, 2E, 3C, 3D, 3E, 4A, 4B,	Medium	Acceptable - with review by management		
4C, 4D, 4E	Low	Acceptable - without review		

**Unacceptable** means the hazard cannot remain as is and must be mitigated.

**Undesirable** means that the hazard should be mitigated, if possible, within fiscal constraints.

**Acceptable with review** means that CCTS management must determine that the risk associated with the hazard is acceptable with proposed mitigations.

**Acceptable without review** means that the hazard can remain.

### Regulatory Accident/Incident Reporting Thresholds

All accident and incident reporting must be completed by CCTS and its contractors. The following is a list of minimum regulations that must be met; however, it does not exempt CCTS or its contractors from meeting all the reporting requirements and is not all-inclusive:

- CFR, Title 49, Section 674 (FTA)
- General Order 164-E, Section 7 (CPUC)



### *Hazards and Corrective Actions Tracking*

Hazards needing correction are entered and tracked in the CCTS Safety database. Corrective actions will have: 1) original finding information, 2) a suggested corrective action, 3) the responsible parties assigned, and 4) a due date identified. The CCTS safety data base is designed to provide notification of the corrective action to responsible parties as well as alert them of upcoming due dates and overdue corrective actions. Individuals assigning a corrective action and those responsible for the corrective action are expected to work together to effectively mitigate and/or eliminate the issue.

### *Hazards Communications and Reporting*

#### CPUC Hazard Reporting Thresholds

Per the requirements of CPUC General Order 164-E Section 6 (e), CCTS shall report the following hazards to CPUC:

- Near miss industrial accident on CCTS property with potential for serious injury or fatality
- Any major hazardous material spill meeting the federal government's reporting threshold

## *IV. Safety Promotion*

### *Safety Performance Monitoring and Measurement*

*Describe activities to monitor the system for compliance with procedures for operations and maintenance.*

#### *Reporting*

All operations and maintenance personnel are required to submit a report after the occurrence of any safety event. The reports are submitted to the Risk Management Department for processing. This processing includes review of the report, classification of the incident/accident type, documentation of the event in the Agency's Accident/Incident database, and investigation/recovery of additional evidence (including audio and video).

#### *Investigations*

Any collision, and all accidents involving property damage or injury to persons are immediately investigated by an Operations or Maintenance Supervisor. Analysis to determine the root cause of the event is conducted, as well as a review of any procedures or policies for which violations of may have contributed to the event. This information is included in the Risk Management report processing and is accumulated for further analysis and discussion as outlined in the Management of Change section below.



### *Safety Information Monitoring*

A quarterly review is conducted of safety events. A committee made up of staff from Operations, Risk Management and Training review all safety events for the previous quarter to determine what mitigating measures may be implemented to prevent reoccurrence of similar events.

These reviews include analysis of accidents by type, location (using geo mapping), frequency and severity. Additionally, the data is broken down by seniority to determine if events are occurring among less senior operators more frequently or more severely to assess whether training or experience are factors in the events.

### *Proactive Observations and Evaluations for Operator Safety Adherence*

The Agency deploys 3 types of Proactive Observations/Evaluations:

#### *1) Coach Operator Performance Profile*

The Agency performs an annual performance evaluation of every coach operator. The document records (see attached Evaluation Master.pdf) reflect on the operator's safety record, compliance with rules and regulations and attendance. An Operations Supervisor meets with the Coach Operator and goes over their record for the year and gives them recommendations for improvement, if necessary.

#### *2) On-Board Observation*

The Agency deploys trained on-board evaluators (secret shoppers) to perform an in-person observation of each operator at least once a year. The on-board evaluators ride a minimum of 20 minutes and observe for core skills as a basis for their evaluation. If any deficiencies are observed the coach operator is coached/counseled/retrained as necessary.

#### *3) External Observation*

The Agency performs an annual field observation for every coach operator. An Operations Supervisor follows the bus in a supervisor vehicle and observes for core skills as a basis for evaluation. If any deficiencies are observed the coach operator is coached/counseled/retrained as necessary.

## *V. Management of Change (Not Required for Small Public Transportation Providers)*

*Describe the process for identifying and assessing changes that may introduce new hazards or impact safety performance.*

CCTS and its contractor will evaluate and maintain a record of environmental, operational, and system changes as to adapt to the change or situation; and include any structural updates that would need to be documented within CCTS' SMS.



### *Configuration and Change Management*

Configuration Management (CM) details the process used to make configuration changes to the transit system. Change management is the process and procedure used to manage significant operational changes that will have a direct impact on system safety.

CM refers to a discipline for evaluating, coordinating, approving or disapproving, and implementing changes in a transit system. The CM process ensures there is a process to document changes from the initial concept through development, implementation, and on-going evaluation of results.

Successful CM requires a well-defined and institutionalized set of policies and procedures to ensure that all CCTS Divisions as well as contractor staff that are affected by the configuration changes are formally notified and approve of the change.

### *Bus Operations and Transit Planning*

The Operations (MV Transportation), Planning (Corona staff) are responsible for configuration management activities related to managing and documenting significant changes and/or modifications to CCTS' transportation system, and for verifying that new system elements and modifications in development are reviewed by key stakeholders at appropriate intervals for input and/or approval.

For these types of modifications to mission-critical equipment, facilities, infrastructure, and/or procedures, the Operations, Planning and Facilities divisions have accountability as follows:

#### *Planning*

- Evaluate routes based on customer requests, on-time performance, ridership data
- Create a service change guide and hold public meetings throughout the service area to gather feedback from key stakeholders
- Meet with appropriate stakeholders
- Present the service changes (including new, modified and cancelled routes) to Corona's Council as part of the yearly budget process
- Implement service changes as needed, unless a safety issue arises that warrants immediate action
- Issue documents regarding the service change to Contract Ops for review service change before each bid
- Monthly service meeting planning, maintenance, and operations
- Planning staff attends safety meetings for Contract Ops every month to gather feedback on changes, receive comments on current potential safety issues



- Planning staff attends Safety committee to discuss any safety concerns related to service planning
- Planning staff attends quarterly ADA meeting to gather feedback on service changes/ADA needs
- A comprehensive review is conducted, and approvals/signoffs are secured from key stakeholders before such changes are made
- Primary and secondary safety and functional impacts of a proposed change are identified, evaluated, and addressed early in a project's design phase
- The completed modifications are properly incorporated into the existing system

### *Operations*

- Safety inspections of bus stop conditions and associated amenity during daily routine maintenance of bus stops (pad, bench, trash receptacle, shelter)
- Priority repair/service is scheduled for safety related items
- Annual refurbishment of bus stop amenities
- Keep up to date on the Agency's ADA policy
- Attend the Agency's safety committee meetings
- Review the Agency's accident & incident reports related to bus stops
- Maintain daily communications with internal & external stakeholders

## *VI. Continuous Improvement (Not Required for Small Public Transportation Providers)*

*Describe the process for assessing safety performance. Describe the process for developing and carrying out plans to address identified safety deficiencies.*

### *Quarterly Accident Reviews*

A quarterly review is conducted of safety events. A committee made up of staff from Operations, Risk Management and Training review all safety events for the previous quarter to determine what mitigating measures may be implemented to prevent reoccurrence of similar events.

These reviews include analysis of accidents by type, location (using geo mapping), frequency and severity. Additionally, the data is broken down by seniority to determine if events are occurring among less senior operators more frequently or more severely to assess whether training or experience are factors in the events.



### *Daily Reviews*

All reports of safety events throughout the system are reviewed daily. Particular attention is directed to the identification of safety deficiencies. Whether the deficiencies are of an engineering or administrative nature, immediate action is taken to implement mitigating measures wherever and whenever appropriate.

When an engineering deficiency is identified, the Risk Management team works with the appropriate department to brainstorm and implement mitigating measures. Common examples of these types of deficiencies are overgrown trees interfering with proper service stops, etc.

When administrative deficiencies are identified, employee re-training is immediately scheduled and carried out. When deficiencies are of a significant nature, the operator may be removed from service until such time as the re-training has occurred.

## *VII. Program Implementation*

### *Responsibility for the AGENCY SAFETY PLAN*

The Transit Safety and Security Manager is responsible for the content, maintenance, and dissemination of this plan. The AGENCY SAFETY PLAN is a living document, available for review at all times to all CCTS employees and Contractors. Comments and revisions may be submitted to the Transit Safety and Security Manager for evaluation and inclusion in the next iteration of the plan. The signed copy of the current plan will be maintained in the Risk Management Department.

### *Continuous Plan Evaluation*

During internal audit activities or the issuance of new regulations or recommended industry wide practices, Risk Management will continuously evaluate the relevancy and applicability of this AGENCY SAFETY PLAN.

All revisions will be noted in the revision record at the beginning of the document. If any revision requires a change in process, a notice will be disseminated to appropriate personnel explaining the 1) document change, 2) reason for change, 3) and its impact on any job functions. CCTS employees and Contractors will be notified of a substantially revised plan by an email or letter from CCTS' Transit Safety and Security Manager.

The revised plan will be disseminated by one or more of the following methods: delivered as a hard copy and/or emailed as a soft copy to each relevant operating entity, or available through request from Risk Management. Contractor employees will be required to sign a hard copy of the plan.

### *Strategic Communications and Coordination*

CCTS maintains a Safety Communication Plan that is consistent with the requirements of SMS. The Safety Communications Plan supports the timely and effective notification and communication between CCTS and its key stakeholders that includes customers, contractors and



the general public. Communications and coordination between CCTS, the service contractors, other system users, and interested parties, both internal and external, is facilitated through:

**Contractor Safety Meetings:** All contractor employees meet monthly to address safety concerns and issues discovered through the routine operation and maintenance of the service system. Multiple meetings in all divisions are scheduled to allow all staff to attend. The meeting is led by a representative from the contractor safety team. CCTS Risk Management staff attend and actively participate in these meetings no less than quarterly.

### *Transit Safety and Security Manager*

The CCTS Transit Safety and Security Manager is responsible for the implementation of the AGENCY SAFETY PLAN. Specifically, the Transit Safety and Security Manager:

- Issues and maintains the AGENCY SAFETY PLAN
- Promotes the Culture of Safety
- Oversees the Hazard Management Process
- Collects and analyzes safety data
- Oversees the accident/incident investigation
- Assures AGENCY SAFETY PLAN compliance/procedures review
- Conducts safety reviews/inspections
- Ensures compliance with safe and healthy work practices by employees and contractors
- Communicates with employees regarding occupational health and safety issues
- Identifies, evaluates and corrects hazards in a timely manner
- Assists other departments in resolving hazards
- Ensures that all accidents, injuries, and illnesses are investigated and that recommendations for corrective actions are developed and implemented as warranted
- Ensures compliance with local, state and federal requirements

### *Public Safety Outreach*

CCTS will provide safety information to passengers and public utilizing the three “E’s” of safety: Education, Engineering and Enforcement.

Educational opportunities for the customers and public will include relevant safety information in the CCTS Brochures, on the CCTS website, advertising and community events.

## **VIII. List of Definitions and Acronyms Used**

**Accident** – An event that happens expectantly which may result in an undesirable or unfortunate happening causing harm, injury, damage, or loss. As defined in GO-164E, an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision involving a rail transit vehicle; a runaway train; an evacuation for life safety reasons; or a derailment of a rail transit vehicle, at any location, at any time, whatever the cause.



**Accountable Executive** – means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency’s Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency’s Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency’s Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

**Agency or Transit Agency** – means City of Corona Transit Service.

**American Disabilities Act (ADA)** – The American with Disabilities Act of 1990 gives civil rights protection to individuals with disabilities. Federal law prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation and telecommunications.

**California Public Utilities Commission (CPUC)** – State regulatory agency that oversees and regulates railroad and rail fixed guideway safety in the State of California.

**California Highway Patrol (CHP)** – enforce traffic laws and manage traffic and emergency incidents in California

**Caltrans** – means the California Department of Transportation.

**Chief Safety Officer**—means an adequately trained individual who has responsibility for safety and reports directly to a transit agency’s chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

**City of Corona Council** – means governing body of City of Corona Transit Service.

**CPUC Staff** – CPUC employees responsible for safety oversight of RTAs.

**Code of Federal Regulations, Chapter 49 (49 CFR)** – Federal regulations governing all activities on the general railroad system of transportation in the United States.

**Contractor** – A third party operating or maintenance provider that performs tasks required on behalf CCTS.

**Corrective Actions (CAs) or Corrective Action Plan (CAP)** – Actions or a plan of actions that describes the tasks or measures implemented to minimize, mitigate, control, correct, or eliminate hazard, and the schedule for implementing those actions.

**Emergency** – An unexpected serious event or situation which requires immediate response to the urgent needs of the situation, or to maintain the security and/or integrity of the system, including, but not limited to, any of the following:



- a) Any accident that meets reporting criteria for a regulatory agency
- b) Any injury or illness requiring immediate medical attention, or fatality, involving persons on board a revenue vehicle
- c) Threatened, attempted, or successful suicides
- d) Serious threat to the security or safety of passengers and/or employees
- e) Any event requiring the evacuation of a passenger train
- f) Derailments on the main track or controlled siding
- g) Any unplanned event causing a significant disruption of rail service which may require the arrangement of alternative transportation for CCTS system passengers.

**Employees** – When used in this document, all executives, management, staff, labor, consultants, and contractors (and their sub-contractors) of CCTS.

**Event** – means any Accident, Incident, or Occurrence.

**Federal Transit Administration (FTA)** – FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

**Hazard** – Any real or potential condition (as defined in CCTS' hazard management process) that can cause injury, illness, or death; damage to or loss of a system, equipment, or property; or damage to the environment.

**Hazard Analysis** – Any analysis performed to identify hazards for the purpose of their elimination, mitigation, or control.

**Incident** – means an event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

**Investigation** – means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

**Metropolitan Planning Organization (MPO)** - A metropolitan planning organization is a federally mandated and federally funded transportation policymaking organization in the United States that is made up of representatives from local government and governmental transportation authorities.

**National Public Transportation Safety Plan**--means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

**Near Miss** – A narrowly avoided accident. In railroad reporting, a near miss is any interaction with an object, vehicle or trespasser on or near the right of way which causes the engineer or operator to adjust the controls of the rail vehicle to include braking or slowing down.

**Occurrence**—means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.



**Operator of a Public Transportation System**—means a provider of public transportation as defined under 49 U.S.C. 5302(14).

**Passenger** – A person who is on board, boarding, or alighting from an CCTS vehicle for the purpose of travel.

**Performance Measure**—means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

**Performance Target**—means a specific level of performance for a given performance measure over a specified timeframe.

**Personal Electronic Device (PED)** – A device including but not limited to wireless phones, personal digital assistants, smart phones, two-way pagers, portable internet devices, laptop computers, DVD players, audio players, iPods, MP3 players, electronic games, Bluetooth devices, or any headphones or earbuds.

**Public Transportation Agency Safety Plan (PTASP)** – The comprehensive agency safety plan for RTAs that is required by 49 CFR 673 and based on Safety Management System.

**Public Transportation Agency Safety Plan**—means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

**Risk**—means the composite of predicted severity and likelihood of the potential effect of a hazard.

**Risk Management Department** -- When used in this document is composed of the CCTS Transportation Planning Supervisor and MV Transportation's General Manager who will receive information, reports and will make a determination of who will receive such information up to the Risk Management Department of the City of Corona and MV Transportation.

**Risk Mitigation**—means a method or methods to eliminate or reduce the effects of hazards.

**Safety** – Freedom from harm resulting from unintentional acts or circumstances.

**Safety Assurance**—means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

**Safety Certification** – The series of acts or processes that collectively verify the safety readiness of a project for public use.

**Safety Committee** –composed of Contractor staff and City of Corona staff refer to Safety Committee attachment for committee membership.



**Safety Management Policy**—means a transit agency’s documented commitment to safety, which defines the transit agency’s safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

**Safety Management Systems (SMS)** —means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency’s safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

**Safety Management System (SMS) Executive**—means a Chief Safety Officer or an equivalent

**Safety Performance Target**—means a Performance Target related to safety management activities.

**Safety Promotion**—means a combination of training and communication of safety information to support SMS as applied to the transit agency’s public transportation system.

**Safety Risk Assessment**—means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

**Safety Risk Management**—means a process within a transit agency’s Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

**Safety Sensitive Employee** – Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- 1) Operating a revenue service vehicle, including when not in revenue service;
- 2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- 3) Controlling dispatch or movement of a revenue service vehicle;
- 4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services;
- 5) Carrying a firearm for security purposes.

Vehicle means a bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transportation vehicle is a vehicle used for public transportation or for ancillary services.

**Security** – Freedom from harm resulting from intentional acts or circumstances.

**Security Sensitive Information (SSI)** – A category of sensitive but unclassified information under the United States government's information sharing and control rules. SSI is information obtained in the conduct of security activities whose public disclosure would, in the judgement of specified government agencies, harm transportation security, be an unwarranted invasion of privacy, or



reveal trade secrets or privileged or confidential information. SSI is governed by Title 49 of the Code of Federal Regulations (CFR), parts 15 and 1520.

**Serious Injury**—means any injury which:

- 1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received;
- 2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
- 3) Causes severe hemorrhages, nerve, muscle, or tendon damage;
- 4) Involves any internal organ; or
- 5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

**Small Public Transportation Provider**—means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

**State**—means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

**State Safety Oversight Agency**—means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

**System Safety** – A principle of safety management, developed by the U.S. Military, which recognizes that all organizational plans, programs, policies, practices, and procedures impact the safety of the system as a whole. It requires that these be developed and implemented through a review process that provides for integration of individual departmental needs with the hierarchical needs of the entire system and/or organization.

**Transit agency**—means an operator of a public transportation system.

**Transit Asset Management Plan**—means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

## IX. Policies and Procedures

*The programs, policies and procedures that the Agency uses to carry out its Agency Safety Plan are listed below. They can be found on the Agency's Public Works "G-Drive" under "Corona's Public Transportation Agency Safety Plan-Documents," "Policies and Procedures" at the following links (will be located at URL...):*

### 1. MV TRANSPORTATION'S "SAFETY MANAGEMENT SYSTEM PLAN 2019"



## City of Corona Transit Service Safety Management System (SMS)

### ***(All Cited Forms and Policies within MV Transportation's "Safety Management System Plan 2019"***

- a. Safety Policy S-1, Incidents - Determining Preventability***
  - b. Safety Policy S-10, Compliance with Federal And State Safety Regulations***
  - c. Safety Policy S-12, Driver Refresher Training***
  - d. Safety Policy S-18, Drivers - Prepared for Work***
  - e. Safety Policy S-21, Facility Emergency Action Plan***
  - f. Safety Policy S-27, Safety Meetings (must include CCTS Staff)***
  - g. Safety Policy S-30, Injury Investigation - Supervisor Responsibility***
  - h. Safety Policy S-32, Accident/Incident Reporting Procedures***
  - i. Safety Policy S-37, New Driver Assessment / Validation***
  - j. Safety Policy S-39, Location Safety Committees***
- 2. "GM MONTHLY FACILITY SAFETY AUDIT FORMREV" (MV TRANSPORTATION)**
- 3. OPERATOR'S EVALUATION AND REFRESHER TRAINING FORM**
  - a. SF-1, Driver Skills Evaluation And Refresher Training Form***
- 4. COACH OPERATOR PERFORMANCE EVALUATION FORM**
- 5. MV'S DRUG AND ALCOHOL POLICY**
- 6. MV'S EMPLOYEE HANDBOOK**

***Issue Date: January 1, 2018***
- 7. MV'S INJURY AND ILLNESS PREVENTION PROGRAM**

***Issue Date: July 21, 2021***
- 8. MV'S ROOT CAUSE ACCIDENT/INJURY FORM**
- 9. MV'S VIDEO EVIDENCE CHAIN OF CUSTODY POLICY / FORM**
- 10. CCTS SMS HAZARD & INCIDENT REPORT FORM**
- 11. SAFETY COMMITTEE MEMBERSHIP**
- 12. CITY OF CORONA\_COVID-19 PREVENTION PROGRAM\_REV 2021-1**

# **MV TRANSPORTATION, INC.**

## Safety Management System (SMS) Plan

<b>1. Safety Management Policy</b>	3
<b>Safety Management System (SMS) Policy Statement</b>	3
1.1 Commitment to Safety Statement	5
1.2 Safety Management System Development	6
1.3 Operations and Maintenance Procedures	6
1.4 Employment and Recruitment Selection	8
1.5 Drug and Alcohol Programs	8
1.6 Workplace Violence Program	8
1.7 Fitness for Duty	9
1.8 Policies and Procedures Review	9
1.9 Employee Safety Reporting Program (ESRP)	9
1.10 Authorities, Accountabilities & Responsibilities	11
1.11 Emergency Management Integration and Procedures	12
1.12 Communication of the Safety Management Policy	12
<b>2. Safety Risk Management</b>	12
2.1 Accident and Incident Reporting	13
2.2 Safety Hazard Identification and Analysis	14
2.3 Evaluation, Mitigation and Communication of Safety Risk	16
<b>3. Safety Assurance</b>	16
3.1 Safety Performance Monitoring and Measuring	17
3.2 Management of Change	17
3.3 Continuous Improvement	18
<b>4. Safety Promotion</b>	18
4.1 Competencies and Training	18
4.2 Safety Communication	20
<b>5. Supporting Resources</b>	21
<b>6. Plan Development</b>	22
6.1 Approval and Updates	22
6.2 Version Updates	22
6.3 Annual Review of Plan	23
<b>PTASP Addendum</b>	24
Transit Agency Information	24
Safety Performance Targets	24
Safety Performance Target Coordination	25

Attachment A .....	26
Attachment B .....	27



# 1. Safety Management Policy

## Safety Management System (SMS) Policy Statement

MV Transportation, Inc. is committed to providing the highest level of safety for the public, our employees and contractors. Satisfying our customers' special needs with 100% regulatory compliance and the lowest possible risk is our first operational priority. We will never increase our risk of accident or injury to solve operational problems in the course of providing the *Best Customer Experience*.

To meet that commitment, MV Transportation has adopted the Safety Management System (SMS) and developed safety policies and activities in support of an effective SMS. This plan is based on the four components of SMS: Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion.

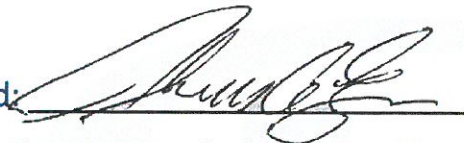
Every employee and contractor are directed and empowered to administer the SMS and its specific activities for the prevention, control, and resolution of unsafe conditions and actions. The primary objectives of this SMS plan are to proactively identify and mitigate safety hazards and risks, promote a positive safety culture, and maintain regulatory compliance.

Our safety objectives are to:

- Ensure that effective safety management systems and processes are integrated into all of our activities.
- Designate an individual responsible for the safety function who reports directly to the Chief Executive Officer of the company and authorize that individual to develop and implement programs to promote safety.
- Ensure all employees and contractors are aware that safety is their primary responsibility and they are held accountable for delivering the highest level of safety in their daily work activities.
- Clearly define the safety accountabilities and responsibilities to all employees and contractors, including the responsibility of managers and supervisors to develop, implement, and enforce safety rules and procedures in their respective work areas.
- Provide all employees and contractors with appropriate safety information and skills training; ensure employee and contractor competence in all safety matters related to their position with the company.
- Develop and embrace a positive safety culture in all of our activities that recognizes the importance and value of effective safety management and acknowledges that safety is the number one operating value in everything we do.
- Ensure a culture of open reporting of all safety hazards, ensuring that no action will be taken against any employee who discloses a safety concern through the proper chain of command, unless such disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.

- Promote and maintain a positive safety culture with positive recognition and reinforcement of safe behaviors.
- Ensure that all equipment, systems and services meet our safety performance standards through periodic audits and inspections.
- Establish performance metrics and measures of our safety performance against our safety performance indicators and safety performance targets.
- Continually develop and improve our safety processes through actively monitoring, measuring, and reviewing our performance against our objectives and targets.
- Conduct safety and management reviews to improve our safety performance and ensure that relevant and corrective actions are taken.
- Comply with all state and federal regulatory requirements and standards.

Signed:



Thomas Egan, Chief Executive Officer

Date: 10-28-2019

## 1.1 Commitment to Safety Statement

Providing the highest level of safety for all MV Transportation employees, passengers, and the communities we serve is our core operating value. Safety is at the forefront of delivering the *Best Customer Experience* and is the first of our key components of successful performance.

Doing work safely must be the foundation of all operational activities. Safety standards will never be compromised, subordinated or diminished by any other goal. Safety is the process that drives all functions and activities and is at the center of everything we do at MV Transportation.

MV Transportation is committed to being the safest organization possible and is committed to an incident and injury free workplace and security excellence. We will review and continually improve our practices to continuously drive improvements in safety, health, environmental, and security performance.

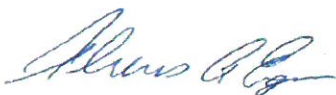
Accountability is fundamental to our mission. Every individual at MV is responsible for working and acting safely and embracing safety as a lifestyle. Compliance with this Commitment, applicable laws, and other requirements is the responsibility of every employee and contractor acting on our behalf.

Safety leadership is a core responsibility of management and is the company's most important management value. Managers at all levels will set the standard in our industry, from the Chief Executive Officer to the first-level supervisor.

Every employee is responsible to:

- Promote and maintain a safe work environment for all personnel and our passengers.
- Act consistently to influence safe behaviors and eliminate unsafe behaviors, actions and decisions.
- Go above and beyond the minimum safety standards of his / her job.
- Directly participate in all aspects of our safety program.
- Abide by all applicable safety rules and regulations.
- Work with management to decrease our exposure to risk.
- Immediately report all incidents/accidents and hazards.
- Complete all assigned safety training programs to continuously enhance safety skillset.
- Intervene in an activity if it is observed that its being conducted with an unacceptable level of risk.
- Encourage and reinforce the safe behaviors of others.
- Resolve circumstances responsibly that require corrective action.
- Insist upon an unwavering commitment to safety.

MV leadership is committed to supporting this statement with the resources and accountability necessary to achieve safety excellence.



---

Tom Egan  
Chief Executive Officer



---

Mark Collins  
President and Chief Operating Officer

## Contractor Management

It is the responsibility of MV Transportation to ensure that contractor work practices meet established safety standards of the agency and any and all federal, state, and local regulations and requirements. (Safety Policy S-10).

MV Transportation will monitor contractor compliance through scheduled and unscheduled safety audits of equipment, work sites and practices, regulatory compliance, and required records. Significant violations, especially in areas of safety, will be addressed by the appropriate management person, and may include termination of the contract or other legal action.

## 1.2 Safety Management System Development

This Safety Management System (SMS) plan was developed to outline our systematic procedures, practices, and policies for managing risks and hazards. Additional plan elements are available as references to support the information outlined in this document.

Key definitions of our process throughout our Safety Risk Management includes the following:

- A **hazard** is a condition or object with the potential of causing injuries to personnel, damage to equipment or structures, loss of material, or reduction of ability to perform a prescribed function. The potential for harm is defined as **safety risk**. It refers to the chance that people, equipment, or the environment could be harmed by the consequences of a hazard.
- What is done to address and reduce that risk is **mitigation**.
- **Consequence** means an effect of a hazard, involving injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Event** means any accident, incident, or occurrence.

This SMS plan will be reviewed periodically to continuously improve in our mitigation of safety risk. We will review and continuously improve our practices to drive continuous improvement. Effectiveness at the site level will be determined at least annually through the Safety Director audit. Reviews may occur more frequently.

This plan outlines the SMS activities for all employees and contractors employed by MV Transportation. Additional manuals and procedures should be referenced for more in-depth procedural detail. We will work with the transit agency at the site-location level to ensure these activities are also featured in their Agency Safety Plan.

## 1.3 Operations and Maintenance Procedures

It is the policy of MV Transportation that company operations and all personnel will comply with all applicable requirements federal and state safety regulations (Safety Policy S-10).

The system will be monitored for compliance with and sufficiency of operations and maintenance procedures. Non-compliance will be addressed through training, coaching, and management oversight, among other approaches. Non-compliance may result in disciplinary action, in

accordance with our policies and procedures. Insufficient procedures will be addressed through the Safety Risk Management process outlined in this plan. Any task that cannot be done safely should not be attempted until it can be done safely.

It is the responsibility of the operator to perform thorough Daily Vehicle Inspections (DVIs) and submit those reports to dispatch personnel. It is the responsibility of the mechanics to review and repair all defects before the vehicle goes back into service. The procedure is listed out in greater detail in our Maintenance Manual. Monthly audits of facilities including yard and surrounding areas will also be conducted to verify OSHA compliance and hazard identification, mitigation and resolution.

A vehicle with a safety defect is reported immediately by the operator. The vehicle shall be removed from service and not returned until repaired or replaced as soon as possible. In cases when the defect prevents the vehicle from being safely driven back to the garage, it is towed using a contracted service.

No operator or other authorized employee is asked, required, or permitted to drive a vehicle with a known major safety defect and is required to wear a safety vest as well as any other appropriate PPE.

As outlined in our Maintenance Manual, it is the responsibility of the maintenance manager to provide the general manager with a detailed account of the day's vehicle status and maintenance activities. The maintenance manager shall ensure the operations manager is kept up-to-date on all daily meetings and reports.

It is the policy of MV Transportation that maintenance managers are responsible to ensure all fleet vehicles are systematically inspected, maintained, and repaired. The preventative maintenance intervals shall conform to the OEM service specifications, FTA standards, and contractual requirements. (MP-03-02 – Preventative Maintenance). All seasonable maintenance services are to be conducted in accordance with OEM standards. (MP-03-10 – Seasonal Maintenance).

Please refer to the Maintenance Shop Safety Manual and Maintenance Manual for further detail outlining policies and procedures, as well as our Safety Vest Policy S-46 and Yard Safety Procedures.

### **Safety in Design, Acquisition and Procurement**

Operational safety and passenger safety are the highest priorities when defining vehicle and facility design requirements. Design criteria are established to ensure the equipment meets or exceeds all safety, flammability and environmental requirements and meets all state and federal standards and regulations. MV Transportation's Procurement Department owns the procurement process and works closely with all impacted departments.

Conditions covered in the Contract Specifications include verification of compliance, commencing with the design phase and periodic inspections and testing during the construction phase performed by qualified consultants. A thorough inspection and system testing is performed before the equipment is conditionally accepted.

The Procurement Group works in conjunction with the maintenance, safety, and operations department when purchasing personal protective equipment for employees, controlling

chemicals and other hazards in the workplace, mandating safety requirements in specific contracts and requiring compliance from specific vendors and clients with MV Transportation's safety requirements.

## 1.4 Employment and Recruitment Selection

MV Transportation follows industry practices when hiring employees and contractors, including employment, criminal background, and MVR reports as required. Our hiring practices are compliant with FTA regulations on pre-employment / new hire testing and onboarding.

## 1.5 Drug and Alcohol Program

The Drug and Alcohol Program Manager is responsible for administering the corporate program. The location Designated Employer Representative (DER) are responsible for location program compliance. The policies and procedures conform to the drug and alcohol regulations of the United States Department of Transportation's (DOT), Federal Transit Administration (FTA) and/or the Federal Motor Carrier Safety Association (FMCSA), based on the service environment that the agency and contract operates under. The policy identifies that employees are subject to testing and includes the testing requirements, prohibited behavior, consequences of positive results and resources for employee assistance and rehabilitation.

MV Transportation is committed to a Drug and Alcohol free workplace through a Zero Tolerance policy. Participation by covered employees in MV Transportation's prohibited drug use and alcohol misuse program is a condition of employment. Supervisors must not permit a safety-sensitive employee to perform his/her job function if the employee has violated any provision of the Policy. Our Drug and Alcohol-Free policy extends to contractor personnel in safety-sensitive positions.

## 1.6 Workplace Violence Program

MV Transportation is firmly committed to providing a workplace free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a policy strictly prohibiting any employee from threatening or committing an act of violence in the workplace, while on duty, while on company related business, or while operating any vehicle or equipment owned or leased by the Company.

Assistance is needed from all employees to achieve a workplace secure and free from violence. MV is committed to a "zero tolerance" policy and compliance with this policy in respect to workplace violence is every employee's responsibility. Any and all incidents involving an act or threat of violence must be reported immediately to the employee's supervisor or the Human Resources department. Any employee may do so without fear of retaliation of any kind. After the incident is reported to a supervisor, he/she will report the matter to the Human Resources department, who will conduct an investigation and take appropriate action.

Any employee who engages in or contributes to violent or threatening behavior may be subject to disciplinary action, up to and including termination.

## 1.7 Fitness for Duty

Fitness for duty is determined by Human Resources and Safety Management. It is the policy of MV Transportation that all drivers are professionals that manage fatigue and come to work well rested and prepared to provide a full measure of safe and reliable customer service (Safety Policy S-18).

All employees that take medical leave must provide a return to work release from his/her health care provider prior to returning to work. The return to work statement should be submitted to the Leaves Manager in the Benefits department.

Employees returning to work after 30 days or more break in service will be required to undergo a background check, return-to-work physical and drug test, as permitted or required by applicable federal or state law which includes but is not limited to regulations and requirements set forth by the DOT, FTA, FMCSA, OSHA and ADA.

## 1.8 Policies and Procedures Review

All policies and procedures require periodic reviews for applicability and accuracy. Policies and procedures include a revision date to ensure that all copies of the document are current. Specific policies and procedures are reviewed by department managers with the assistance of the Human Resources Department. Changes to policies and procedures will be made at the corporate level after a thorough review has been performed.

The contractor's safety policies and procedures will also be reviewed periodically for accuracy and compatibility with MV Transportation policies and procedures.

To submit a request for revision, individuals must complete a Change Request. Details of the request must include the policy or procedure, description of the requested process change, any known impact, and implementation efforts.

## 1.9 Employee Safety Reporting Program (ESRP)

Our front line employees are our best source of information for identifying hazards. Nobody knows more about the actual safety performance of the transit system than the employees who deliver the service.

The Employee Safety Reporting Program (ESRP) is intended to help the Accountable Executive and other senior managers get important safety information from across the transit agency. It can be an agency's most important source of safety data.

There are two types of safety reporting programs: mandatory and voluntary.

- **Mandatory:** Employees must report hazards that are compliance-based and address regulatory issues. Employees are required to immediately report every incident and accident. An employee's failure to report or provide false information of an unsafe hazard or act could result in disciplinary action.
- **Voluntary:** Employees are strongly encouraged to report hazards and can report anonymously. Every employee is empowered to report any unsafe hazard / risk to their supervisor or senior management without fear of retribution or penalty.

Employees will have the option to report anonymously to maintain confidentiality. The ESRP is non-punitive and employees will not be disciplined for the act of reporting the Hazard or Near Miss. However, employees must report hazards that are compliance-based and address regulatory issues. Record falsification, Drug & Alcohol violations, gross negligent behavior, and failure to report accidents/incidents and serious safety hazards are examples of employee behaviors that may result in disciplinary action.

Forms of reporting can include submitting a completed SMS Hazard/Risk Report Form (found in the Appendix) or utilizing a centrally located Safety Suggestion Box at the division location. The transit agency may also have an additional form of Employee Safety Reporting.

The Hazard/Risk Report Form shall be completed immediately, so proactive measures can be taken as soon as possible. Depending on the perceived level of risk and severity, the report shall be submitted immediately or by the end of their shift.

Input by employees into the ESRP can include safety concern reporting, operational system description, hazard identification, safety deficiencies, risk assessments, potential consequences of hazards, or recommended safety risk mitigations.

Examples of reports may include the following;

- Safety hazards in the operating environment (for example, county road conditions)
- Policies and procedures that aren't working as intended (for example, insufficient time to complete pre-trip inspections)
- Events that senior managers might not otherwise know about (for example, near misses)
- Information about why a safety event occurred (for example, radio communication challenges contributed to an incident)

The information we receive through this source will help us resolve the reported hazard and notify the supervisor or senior management of changes that may need to be made to mitigate safety hazards in the future.

The Safety Department will lead the effort on collection, analysis, resolution, and monitoring of hazards and feedback entered through the ESRP. The Safety Department will take the lead on the Safety Risk Management process, with inputs from subject-matter experts in operations and maintenance.

Information collected through our ESRP will feed into our hazard identification and analysis process. Please reference that section of the plan for further information on mitigation, resolution, and communication.

## 1.10 Authorities, Accountabilities & Responsibilities

Safety accountabilities and responsibilities span from corporate organizational roles to contract management and front-line employees. All employees are responsible for safe operations, as outlined in our Commitment to Safety statement.

The **CEO** provides strategic direction and has the responsibility for providing the leadership and resources to carry out the Safety Management System plan.

**Agency Leadership and Executive Management** are tasked and authorized with making sure that the organization safety policies and procedures are followed and communicated to their direct reports, general managers, managers and front-line supervisors. They will provide positive leadership and direction in maintaining the safety policy as a major priority in all operations. This group is responsible for providing resources to acquire and maintain safety and health equipment, devices and programs. They will support safety standards and behaviors ensuring that steps are made to identify and mitigate hazard and risk.

The **Safety Leadership team**, including the Chief Safety Officer, VP of Safety, or Director of Safety, has the authority and responsibility for making sure the safety policies and procedures are adhered by and promoted by senior management, department supervisors and managers, area safety directors and key safety team members. The Safety Leadership team will stay informed of law changes or updates concerning employee safety and record keeping and will amend safety policies as required. This group will conduct periodic reviews of safety standards to remain current with federal and state requirements. They will provide guidance in maintaining a high standard of safety training programs and assist in analyzing safety data to identify future mitigation strategies. The Directors of Safety will conduct an annual audit to ensure compliance with Federal, State and Local rules and regulations as well as company policies and procedures.

**Key Staff**, including Department Supervisors, Managers and all other employees, are tasked with following all company safety policies to include, but not limited to, FTA, FMCSA, USDOT, ADA safety regulations. Managers and Supervisors are responsible for staying current on all internal and external safety training. They are also responsible with reporting or responding to accidents, injuries, near misses, unsafe working conditions and potential hazards within their scope of influence. Supervisors and Managers will evaluate employee performance ensuring each employee's safe behavior and work methods and coach, retrain and discipline as required. They will conduct monthly facility audits to ensure compliance. They are also responsible for promoting the ESRP and reviewing and resolving all submissions responsibility.

In addition to the above overview of safety roles and responsibilities by group, the following highlights the site-specific roles and responsibilities. This is in addition to the responsibilities listed out in our Commitment to Safety (page 4) and SMS plan objectives (page 2).

**General Manager:** Ultimate responsibility for the safety performance of the location and authorizes activities to support an effective SMS.

**Operations Manager:** Responsible for promoting operational safety and adhering to our policies and procedures.

**Safety and Training Manager:** Responsible for the day-to-day implementation and operation of the SMS.

**Maintenance Manager:** Responsible for OSHA compliance and site-specific maintenance activities.

**Trainers / Instructors:** Responsible for ensuring that we are training every employee to proficiency in accordance with our performance standards.

**Supervisors:** Responsible for playing an active role in SMS activities, including sufficient road observations and identifying potential safety hazards with recommended solutions.

**Location Safety Committee:** Responsible for ensuring that reported safety items are reviewed and addressed, as well as discussing proactive measures to mitigate future risk.

### 1.11 Emergency Management Integration and Procedures

Every site location is to maintain an updated Emergency Action Plan (Safety Policy S-21). The purpose of the Emergency Action Plan is to assist employees and management in making quality decisions during times of crisis, and to comply with regulatory standards for Emergency Action Plans.

The Facility Emergency Action Plan will be reviewed and updated annually. Certain practice drills are to be planned and carried out for preparedness during emergency scenarios.

The Emergency Action Plan is available on our intranet site and should be printed and stored in the division.

### 1.12 SMS Documentation and Records

Processes that require documentation or forms to support an effective SMS are listed out in this plan within the corresponding section.

Site locations that are subject to the PTASP Final Rule will be required to maintain documentation and recordkeeping for a minimum of 3 years.

## 2. Safety Risk Management

The FTA defines Safety Risk Management as a process within the agency's Public Transportation Agency Plan for identifying hazards and analyzing, assessing, and mitigating the safety risk.

Through risk identification and assessment, a determination is made of the probability and severity of potential losses. Safety and loss control programs are developed to modify and eliminate or reduce the risks of these exposures.

## 2.1 Accident and Incident Reporting and Response

It is the policy of MV Transportation to minimize injury, damages, pain and suffering for people involved in vehicular mishaps involving MV vehicles, to promptly respond, report and to thoroughly investigate these occurrences. (Safety Policy S-32)

All incidents, including near misses and minor events, should be reported as soon as possible – whether or not the incident did or could have resulted in personnel injuries, illnesses, or property damage.

The incidents shall be immediately reported from the scene. Operator at scene shall immediately contact Dispatch and provide incident details.

When possible, it is the responsibility of the General Manager to make sure that a manager or supervisor responds to the accident to ensure care for our driver and equipment, secure the incident site, preserve evidence, review of accident investigation and proper review of company liability.

The initial accident/incident claim line information sheet should be completed with details to convey to our claims hotline.

Accident and incident response procedures will vary depending on the severity of an incident (“major” vs. “minor” definition thresholds outlined in Safety Policy S-32). All employees, supervisors and managers should be knowledgeable on response procedures outlined in Risk Management SAF-001 Accident Procedures guideline and High Priority Event notification procedures.

The General Manager and Safety Manager are responsible for ensuring a timely investigation and report is completed.

Reports are reviewed by the department manager, who determines preventability (Safety Policy S-1). Reports may also be reviewed by Risk Management and the Director of Safety. Additional actions and activities may be requested from the Risk Management department or Regional Director of Safety.

Copies of the accident/incident reports and a summary are kept for review and reporting as necessary.

### **Work Injuries**

Work injuries include any injury, occupational disease, or disability that arises out of, or in the course of, any work-related activity and requires first aid or medical treatment. Worker’s compensation OSHA-related injuries are considered work injuries for the purpose of this policy.

Injuries should be reported by the injured employee or a witness to dispatch or his/her immediate supervisor as soon as possible. If the injured employee needs medical attention, the appropriate response by coworkers (dispatch, supervisor, manager) is to:

- Assess the injury.
- Call 911 if necessary.
- Begin emergency medical treatment, if willing and able.

- Continue treatment until emergency responders arrive.
- Inform Management or Director of Safety.
- Complete a written report as soon as possible.

The injured employee must complete an Employee Injury Report for the Human Resources and Safety department as soon as possible. In compliance with OSHA regulations, all reportable employee injuries will be recorded by a representative from the Safety department and a summary will be posted from February 1 to April each year for employee review.

The Supervisor will conduct an investigation to determine the root cause of the incident surrounding the injury (Safety Policy S-30). The Supervisor will issue a written report for review by Risk Management, Regional Manager - Maintenance, General Manager and Area Safety Director. Recommendations may be issued and will follow normal channels of communication. Investigative resources will include the Employee Injury Report, eyewitness accounts, employee interviews, equipment testing, and any other reasonable means to determine root causes. Injury reports will be kept on file for future analysis.

### **Accident and Incident Investigation**

It is the policy of MV Transportation to investigate all incidents/injuries, to identify causes, and to correct deficiencies, if any (Safety Policy S-1). Effective incident investigation is an essential step towards making improvements in the system or process that can prevent future incidents from similar causes. It is the key to correcting and improving unsafe behavior in the workplace.

Identifying all factors that came into play to cause an incident, accident, or injury, and getting down to the root cause, is the only way to ensure proper steps will be taken to prevent a recurrence. This includes examining driving and work procedures and revising them if found faulty; and identifying violations of MV, OSHA, DOT, FTA, or other procedures, rules or regulations. (Safety Policy S-32)

After corrective actions have been identified and put in place, the management team or Regional Safety Director will follow-up to ensure that corrective actions remain in place and have effectively corrected incident causes.

## **2.2 Safety Hazard Identification and Analysis**

Hazards identifications could be submitted directly, or could be derived from trends or other data analyses.

Hazards can be identified through a variety of sources, including;

1. Reviews
2. Observations
3. Investigations
4. ESRP
5. Passenger feedback

When a hazard has been identified, it will be tracked in a Safety Risk Register log, using the FTA template provided. This includes the description of the risk, rating of the risk, the action to address it, and how we are going to monitor that action for its effectiveness.

The hazard will be rated with an “as reported” risk assessment ranking, which will be followed up for a re-evaluation after a mitigation strategy has been implemented.

#### **Reviews**

- DriveCam scored or coachable events – driver specific or aggregated trends of at-risk behaviors
- Monthly performance or quarterly reviews of both leading and lagging indicators

#### **Observations**

- Road observations and ride checks
- Mystery rider program (if applicable at the site location)
- Customer/passenger comments
- Third-party notifications

#### **Audits and Inspections**

- Monthly facility inspection
- Daily walk-through
- Pull-out procedures
- New driver assessments (Safety Policy S-37)
- Refresher training (Safety Policy S-12)
- Annual safety director audit
- Maintenance audit

#### **Investigations**

- Accident and incident investigation
- Injury root cause investigation

### **Hazard Analysis**

Once a hazard has been identified, it must then be analyzed. Analysis may include a description of the hazard, supporting results documents, photos, and/or suggestions for resolution. Unless a hazard can be eliminated, it’s safety risk must then be managed. We analyze this in terms of how likely it is to happen (probability or frequency) and how bad it could be (severity). Hazard Probability Categories and Hazard Resolution Matrix, see [Attachment A](#), and then by determining the best method for remediation. Near Miss reporting will be collected through Dash Camera Systems, as well as encouraged through the ESRP. If not captured through a Dash Camera System, Near Miss reporting can be completed on the Hazard Risk Form and reported to the location Safety Manager or Supervisor.

## 2.3 Evaluation, Mitigation and Communication of Safety Risk

The last step is to develop possible mitigation strategies that address identified safety risks. In evaluating safety risks, identifying what is being done now vs. what can be done in the future is an important consideration.

The review must identify facts, establish root causes, and suggest methods for mitigating or preventing recurrence.

Statistics from accident and incidents are tracked and compared to performance measures and targets to identify where mitigations may or may not be effective.

The identified hazards are reviewed and assessed, and a priority is set based on severity of risk using the Hazard Resolution Matrix.

The Location Safety Committee plays an important part of hazard reduction and hazard resolution. The committee should provide inputs/ideas to ensure a safe work environment is established and maintained. (Safety Policy S-39).

### **Hazard Resolution and Communication**

When the safety hazard and analysis has been completed, the location supervisor or manager who will then coordinate efforts with essential personnel to resolve the hazard in a timely manner. In cases where an immediate threat to safety exists, work will be immediately suspended by the location management while the hazard is addressed and mitigated.

Many hazards can be resolved through more than one means, but the general process for determining the best method should be by considering engineering controls, administrative work practices, or employee actions.

Communication of resolution and status of SMS activities is listed out in section 4 of this plan.

## 3. Safety Assurance

The FTA defines Safety Risk Management as a series of processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Assurance subcomponents includes:

1. Safety Performance and Monitoring and Measurement
2. Management of Change
3. Continuous Improvement

### 3.1 Safety Performance and Monitoring and Measurement

Data is constantly collected through the transit agency's Safety Assurance activities. This will include both leading and lagging indicators.

Leading indicators are used to anticipate and prevent injuries and accidents. This data source can include information collected from road observations, ride checks, mobile blitzes, or the ESRP. Our behavior-based indicators, as measured by DriveCam or another safety monitoring technology, is one of our best indicators for future success, as it measures the unsafe behaviors present in our operation.

Our lagging indicators measures what has happened, including accidents and injuries. This metric allows you to analyze historical information, as well as view in real-time if your risk mitigation plans are reducing the accidents and injuries.

Safety performance indicators will help measure inputs, outputs, outcomes, or impacts. It is a signal or early warning sign.

Safety performance targets are quantifiable and is the expected change over a period of time.

Daily monitoring will be conducted through inspections, observations, and evaluations.

Safety Performance Targets are spelled out in the PTASP addendum of this plan.

#### **Mitigation Monitoring**

The Mitigation Monitoring plan helps ensure safety performance monitoring and measurement activities are performed to confirm that mitigations are effective, appropriate, and fully implemented.

A Mitigation Monitoring plan may include the selected safety risk mitigation, the indicators or targets, description of how it will be monitored, timeframe, responsibility, and updates.

While the Mitigation Monitoring plan addresses the mitigation and monitoring activities, the Corrective Action Plan documents the corrective action and helps address short-term defects or compliance issues. The Corrective Action Plan is intended to eliminate the behavior that caused the event, while Mitigation Monitoring is to continuously monitor the hazard.

The Mitigation Monitoring process is owned by the location's management team, with assistance from the Regional Safety Director. The Mitigation Monitoring process requires periodic reviews to ensure that the risk level is being mitigated and reduction of the frequency of the hazard is taking place.

A periodic audit of contractor safety plans, Safety Data Sheets, and Personal Protective Equipment requirements will be conducted by the Safety Team and the General Manager.

### 3.2 Management of Change

Our operating environment has many areas that can and will be subject to a change. Prior to implementation of a proposed change, an assessment will be performed by using the Hazard/Risk

Report form to determine if the change will impact safety performance or if there are any new hazards that will be present.

If a new hazard is identified, it is put through the SRM process and evaluated. A risk mitigation strategy will be created or modified to mitigate risk for that change. Once the change is made it will be monitored for effectiveness.

The size and scope of the change can vary from something small to something as large as new service or routes. Efforts will be made to assess if there is a possible impact to safety prior to operations taking place.

### 3.3 Continuous Improvement

The overall safety performance of the system and the performance of SMS activities will be continuously measured and evaluated to determine the effectiveness and appropriateness of risk mitigations.

The data and information that will be collected through Safety Assurance activities will tell us how we are doing and what areas we can improve on.

Insight through these sources may trigger more frequent reviews and a revised strategy to ensure that mitigations are effective.

Local management will work with the agency to determine frequency of meetings with the contractor management to review the SMS process.

## 4. Safety Promotion

### 4.1 Competencies & Training

It is the policy of MV Transportation that all employees will undergo new hire training based upon type of service and experience level. Mastery is verified through evaluations prior to being released to revenue service.

Job-specific training programs have been developed to enhance safety skills necessary for safe, secure, and reliable customer service. This includes training for operators, trainers, supervisors, maintenance staff, operations, and management personnel.

MV Transportation maintains a continuous safety communication campaign through the form of safety meetings (Safety Policy S-27). Every month, a fleet safety and injury prevention topic will be reviewed to refresh the fundamentals and key learning points. Annual refresher training on key areas will also be conducted along with periodic promotion of prevention activities.

Maintenance monthly training will focus on OSHA compliance for shop safety. The training complies with current state and federal standards and covers potential safety and health hazards as well as safe work practices and procedures to eliminate or minimize hazards.

Information concerning safety hazards or issues is provided to employees through new hire orientation, location safety committee meeting minutes, company-wide or departmental

meetings, Safety Team briefings, monthly safety meetings, bulletin board postings, memos, or other written communications.

All MV operators will receive refresher or remedial training, as necessary, throughout their employment with the Company (Safety Policy S-12). This can include, but is not limited to, defensive driving techniques, ADA and Wheelchair Securement activities, Fatigue Management, Pedestrian and Bicyclist awareness, as well as hands-on training. This training provides a procedure for evaluation job skills and determining subsequent retraining needs or employees who are returning to work after an extended leave, employees who have been involved in an accident and refresher skill training.

Training, retraining, proficiency checks, and safety meeting attendance will be recorded and documented.

Training records are kept by the department supervisors and managers and will include:

- Date of training
- Employee names
- Copies of training materials
- Training subject
- Location of training
- Name of trainer
- Signature of trainer and trainee

A training audit and training needs assessment will be conducted at least bi-annually, or as a result of activities that come out of the SRM process.

## **Safety Culture**

Our Vision is to deliver the *Best Customer Experience* with industry-leading Safety, Reliability, and Innovation. Our fundamental safety belief is that Safety is a core business value and there is nothing more important than promoting and maintaining a safe operation.

Our Safety Culture Guide outlines the importance of implementing initiatives at the local level to promote a positive safety culture.

To foster a positive safety culture, supervisors and management should make every effort to demonstrate their commitment to safety, offering the highest level of respect and dignity and a genuine concern for the welfare of their workers. Supervisors and management will exhibit the behaviors they want to see as part of their location's safety culture.

Elements of our Safety Culture Guide include:

- Employee engagement and buy-in
- Accountability and ownership of employees
- Positive recognition
- Reinforcement of safe behaviors
- Safety award programs
- Administration of the Katherine McClary Safe Operator Award program
- Safety campaigns and blitzes
- Incentive and reward contests

Supervisors and managers will pay attention to, measure, and publicly acknowledge the desired behaviors and performance outcomes by workers. The purpose of this and other safety-related programs is to focus our employees on working safely, and then reward them for their success.

4.2 Safety Communication

Communication of the SMS

A variety of methods may be used to communicate the SMS plan, including updates or memos. Communication can include updates related to SMS concerns/issues, lessons learned, analysis, new requirements or tracking mechanisms, and/or roles and responsibilities.

It is the responsibility of the location management to train employees on how to identify and report hazards. Management and supervisors will encourage employees to report their safety concerns or hazards.

Safety actions that are taken in response to reports submitted through the ESRP will be communicated to employees during the safety meetings or posted in a common area.

Our Policy and Commitment to Safety statement will be distributed to all managers to be reviewed with all employees during initial onboarding. This will be reviewed at least annually to continuously promote a safe work environment and communicate our commitment to an incident and injury free workplace.

Our policies, procedures, written statements, and formalized plans that support our SMS activities are available to all managers through our intranet site.

Continuous Awareness and Safety Communication

Management and supervisors will facilitate in daily safety communication and planning engagement blitzes and campaigns accordingly.

Dispatchers will play an active role in this process by delivering safety radio announcements.

The Daily Safety Message will be printed and posted throughout the facility.

Material that supports the monthly fleet safety topic and/or injury prevention topic that is distributed from corporate will be displayed throughout the facility.

Additional means of communication includes:

<ul style="list-style-type: none"><li>• New Hire Orientation Training</li><li>• Operational Safety Calls</li><li>• Safety Meetings</li><li>• One-on-one dialogue between supervisors and employees</li><li>• Safety Briefings/Toolbox Talks</li></ul>	<ul style="list-style-type: none"><li>• Safety Bulletin Board</li><li>• Safety Committees</li><li>• Posters, Flyers, &amp; Memos</li><li>• E-mail Communications</li><li>• Internal Websites</li><li>• Video/TV Displays</li></ul>
---	--

## 5. Supporting Resources

Maintenance, Facility & Fleet	Operator Safety	General Procedures & Regulatory Compliance
Maintenance Shop Safety Handbook	Employee Handbook	Code of Federal Regulations (CFR)
Vehicle Maintenance Plan (PM)	Safety Manual	Crime Prevention Environmental Design (CPTED)
Aerial Platform Certification	New Hire Orientation	Emergency Action Plan
Powered Industrial Truck (Forklift) Certification	Fitness for Duty Evaluation	Fire Prevention Plan
Clean Air Act (608,609)	Operations Policies and Procedures Handbook	HAZCOM Plan
Noise Protection	Recruiting and Hiring Practices	Hearing Conservation Program
Lock Out/Tag Out	Incident Management and Investigation	Heat Illness Prevention
Personal Protective Equipment	Safety Audits/Inspections	Lockout Tagout Program
Respiratory Protection	Safety Reports and Forms	Safety and Security Program
Welding, Cutting and Brazing Safety	Safety Communication TV Displays	System Safety Program Plan
OSHA 10-Hour	Wheelchair Certifications	System security and Emergency Preparedness Plan
OSHA 30- Hour	Defensive Driving Program	KMA Safe Driver Award Program
Heat Stress	Operator Refresher Training	Monthly Safety Meetings
Housekeeping	Safety Committees	Customer Service Training
HAZCOM	Safety Calendar – Weekly & Monthly Topics	Continuity of Operations Plan
Bloodborne Pathogens	Bi-monthly Safety Stand-down	

## 6. Plan Development

### 6.1 Approval and Updates

Name of Entity That Drafted This Plan	MV Transportation	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
Approval by the Board of Directors or an Equivalent Authority	Name of Individual/Entity That Approved This Plan	Date of Approval
	Relevant Documentation (title and location)	
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification
	Relevant Documentation (title and location)	

### 6.2 Version Updates

Version Number and Updates			
<i>Record the complete history of successive versions of this plan.</i>			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
1		Creation	10/2019

### 6.3 Annual Audit and Review of Plan

#### **Annual Audit & Review and Update of the Safety Management Systems Plan**

*Describe the process and timeline for conducting an annual review and update of the Safety Management Systems Plan.*

During the final quarter the Safety Plan Committee will meet and review current SMS plan and make changes accordingly and update this SMS document. A communication will be sent out with an explanation of changes and a pdf copy of the updated plan will be made available via e-mail or web.

# PTASP Addendum

## Transit Agency Information

Transit Agency Name					
Transit Agency Address					
Name and Title of Accountable Executive					
Name of Chief Safety Officer or SMS Executive					
Mode(s) of Service Covered by This Plan			List All FTA Funding Types (e.g., 5307, 5310, 5311)		
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)					
Does the agency provide transit services on behalf of another transit agency or entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Description of Arrangement(s)		
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided					

## Safety Performance

### Safety Performance Targets

#### Safety Performance Targets

Specify performance targets and definitions based on the safety performance measures established under the National Public Transportation Safety Plan. The table below provides targets for fatality rate (reportable fatalities per revenue mile); injury rate (reportable injuries per revenue mile); safety event rate (reportable safety event per revenue mile); and system reliability (revenue miles between major mechanical failures).

Mode of Transit Service	Preventable Accidents per 100K miles	Employee Injuries (Rate )	Fatalities (Rate )	Safety Events (Rate)	System Reliability (Rate)	

## Safety Performance Target Coordination

Safety Performance Target Coordination		
MV Transportation will work with the agency to support them in their PTASP which includes analyzing historical trends to establish safety performance targets. Agency will coordinate directly with MPO and MV will help in this process as needed.		
Targets transmitted to stakeholders	Name	Date Targets Transmitted



# Attachment A

## 1 HAZARD PROBABILITY TABLE

Probability Level	Description
A – Frequent	Likely to occur frequently. Continually experienced in the fleet/inventory.
B – Probable	Likely to occur several times in life of an item. Likely to occur frequently in the fleet/inventory.
C – Occasional	Likely to occur sometime in life of an item. Likely to occur several times in the fleet/inventory.
D – Remote	Unlikely, but possible to occur in the life of an item. Reasonably expected in the fleet/inventory.
E – Improbable	So unlikely, occurrence is not expected. Unlikely to occur, but possible in the fleet/inventory.

## 2 RISK ASSESSMENT FREQUENCY/SEVERITY MATRIX

Frequency	Severity			
	1 Catastrophic	2 Critical	3 Marginal	4 Negligible
A – Frequent	1/A	2/A	3/A	4/A
B – Probable	1/B	2/B	3/B	4/B
C – Occasional	1/C	2/C	3/C	4/C
D – Remote	1/D	2/D	3/D	4/D
E – Improbable	1/E	2/E	3/E	4/E

## 3 HAZARD RESOLUTION TABLE

Severity / Frequency	Resolution
1/A   1/B   1/C   2/A   2/B   3/A	Unacceptable—correction required.
1/D   2/C   2/D   3/B   3/C	Unacceptable—correction may be required after review by CEO.
1/E   2/E   3/D   3/E   4/A   4/B	Acceptable—with review by CEO.
4/C   4/D   4/E	Acceptable—without review.

# Attachment B

MV Transportation SMS Hazard/Risk Report Form			
This report concerns:	<input type="checkbox"/> Hazard <input type="checkbox"/> Risk <input type="checkbox"/> Near Miss <input type="checkbox"/> Other		
Hazard Type:	<input type="checkbox"/> Policy/Procedure <input type="checkbox"/> Operational <input type="checkbox"/> Environmental <input type="checkbox"/> Equipment/Design <input type="checkbox"/> Training		
REPORTED BY:	<input type="checkbox"/> Employee <input type="checkbox"/> Customer/Passenger <input type="checkbox"/> Other:	ie: PD or FD	
NAME:		LOCATION:	
Description of Safety Concern:			
PHOTOS:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Hazard Analysis: According to Hazard Severity Matrix		<input type="checkbox"/> 1 Catastrophic <input type="checkbox"/> 2 Critical <input type="checkbox"/> 3 Marginal <input type="checkbox"/> 4 Negligible	
Recommended Safety Risk Mitigation:			
Supervisor/Safety Manager Comments/Actions:			
Supervisor/Safety Manager:			

Hazard/Risk Resolution			
Is Hazard/Risk corrected "On the Spot"?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If the answer is "No" then proceed with the steps below:	
This report must be forwarded to the SAFETY DEPARTMENT; report is assigned to specific department(s) for hazard rectification; report is assigned a priority			
Priority:	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low		
Hazard/Risk/ Near Miss deficiency corrected?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date closed if "Yes"	Date
If answer is NO, notify Safety department to begin continuing action for resolution, and send to the Safety Team or Staff for recommendations.			
List how the Hazard/Risk/Near Miss was resolved			
Date Resolved		Date	

# Appendix

Please add any relevant contract documentation specific to plan.

## MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

*General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer, and the endorsement of the Bridges Committee.*

<b>Policy #</b>	<b>Safety Policy S-1</b>
<b>SUBJECT</b>	<b>INCIDENTS - DETERMINING PREVENTABILITY</b>
<b>POLICY</b>	<p>.SCOPE: This policy affects all employees who operate Company vehicles or perform work on behalf of the company.</p> <p>PURPOSE: The purpose of this policy is to provide a standard to evaluate each incident according to our Defensive Driving or Safe Work Standards so that errors made in either driver performance or safe work practices will be recognized and corrected during retraining.</p> <p>POLICY: It is the policy of this Company that each incident be evaluated on an individual, objective basis using the guidelines outlined here. MV Transportation, Inc. adheres to a very strict interpretation of the definitions of preventability and defensive driving. Realistically speaking, most incidents can be prevented by our drivers/employees through diligent application of our driving standards and safe work practices. MV drivers and employees are held to a high standard of care by the law and Company practice.</p> <p><b>1.1 <u>Definition of Preventable Incident</u></b> – an incident where the driver could have, but failed, to properly identify an incident-producing situation soon enough to take reasonable and prudent action to avoid a collision or an injury.</p> <p><b>2.2 <u>Definition of Defensive Driving</u></b> - to drive in such a manner as to identify incident-producing situations soon enough to take reasonable and prudent action to avoid a collision. This is the MV Standard of Safe Driving Performance</p>

## **WORKPLACE INCIDENTS**

**The following considerations apply to workplace incidents that cause (or could have caused) injury to either the employee or bystanders/other persons.**

### *Considerations*

#### **Unsafe Acts:**

1. Unauthorized operation of equipment
2. Unauthorized performance of a job or task
3. Running - Horse Play
4. Not following established procedures
5. Bypassing or failure to use safety devices
6. Not using protective equipment
7. Under influence of drugs or alcohol

#### **Unsafe Conditions:**

1. Ergonomic hazards
2. Environmental hazards
3. Inadequate housekeeping
4. Blocked walkways
5. Improper or damaged Personal Protective Equipment (PPE)
6. Inadequate machine guarding
7. Inadequate maintenance of machines or tools

#### **Non-preventable if:**

1. Mechanical defect in a machine or tool which could not have been detected or foreseen by the operating employee or through routine maintenance.

#### **Preventable if:**

1. Incident or injury can be attributed to an unsafe act or unsafe condition.
2. Employee performed a job or task for which he/she was either not trained or inadequately trained (would be a failure in the supervisory/training process).
3. Incident or injury occurred due to employee's failure to use (or improper use of) personal protective equipment.
4. Incident or injury occurred due to employee's use or attempted use of a vehicle, machine or tool that he/she knew was defective.
5. Employee's abuse of a machine or tool was such that it rendered the tool or machine defective.

## **VEHICLE INCIDENTS**

### **A: Struck in Rear by Other Vehicle:**

#### **Non-Preventable if:**

1. Driver's vehicle was legally and properly parked.
2. Driver was proceeding in his own lane of traffic at a safe and lawful speed.
3. Driver was stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or the directions of a police officer or other person legitimately controlling traffic.
4. Driver was in proper lane waiting to make turn.

#### **Preventable if:**

1. Driver was passing slower traffic near an intersection and had to make sudden stop.
2. Driver made sudden stop to park, load, or unload.
3. Driver rolled back into vehicle behind while starting on grade.
4. Driver made sudden stop to avoid striking other vehicle in the rear.

### **B. Struck While Parked:**

#### **Non-Preventable if:**

1. Driver was properly parked in a location where parking was permitted.
2. Vehicle was protected by emergency warning devices as required by DOT and state regulations or if driver was in the process of setting out or retrieving signals. These provisions shall apply to the use of the turn signals as emergency warning lights under DOT regulations.

### **C. Incidents at Intersections:**

#### **Preventable if:**

1. Driver failed to control speed so that he could stop within available clear sight distance.
2. Driver failed to check cross-traffic and wait for it to clear

before entering intersection.

3. Driver pulled out from side street in the face of oncoming traffic.
4. Driver collided with person, vehicle, or object while making right or left turn.
5. Driver collided with vehicle making turn in front of him.

#### **D. Striking Other Vehicle in Rear:**

##### **Preventable if:**

1. Driver failed to maintain safe following distance and have his vehicle under control.
2. Driver failed to keep track of traffic conditions and note slow downs.
3. Driver failed to ascertain whether vehicle ahead was moving slowly, stopped, or slowing down for any reason.
4. Driver misjudged rate of overtaking.
5. Driver came too close before pulling out to pass.
6. Driver failed to wait for car ahead to move into the clear before starting to move.
7. Driver failed to leave sufficient room for passing vehicle to get safely back in line.
8. Driver was over-driving his vision.

#### **E. Sideswipe and Head-on Collisions:**

##### **Preventable if:**

1. Driver was not entirely in his proper lane of travel.
2. Driver did not pull to his right and slow down and stop for vehicle encroaching on his lane of travel when such action could have been taken without additional danger. (Buses with passengers should not run off the road.)

#### **F. Squeeze Plays and Blockouts:**

##### **Preventable if:**

1. Driver failed to yield right-of-way when necessary to avoid an accident.
2. Driver failed to properly position vehicle in preparation for the turn

## **G. Backing Incidents:**

### **Preventable if:**

1. Driver backed up when backing could have been avoided by better planning of his route.
2. Driver backed into traffic stream when such backing could have been avoided.
3. Driver failed to get out of vehicle and check proposed path of backward travel.
4. Driver failed to get out of vehicle periodically and recheck conditions when backing a long distance.
5. Driver failed to sound horn and turn on 4-way flashers prior to and while backing.

## **H. Incidents Involving Rail-Operated Vehicles:**

### **Preventable if:**

1. Driver attempted to cross tracks directly ahead of train or streetcar.
2. Driver ran into side of train or streetcar.
3. Driver stopped or parked on or too close to tracks.
4. Driver disregarded warning lights or devices.
5. Driver failed to stop at crossing as required by regulations.

## **I. Incidents While Passing:**

### **Preventable if:**

1. Driver passed where view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather conditions, etc.
2. Driver attempted to pass in the face of closely approaching traffic.
3. Driver failed to warn driver of vehicle being passed (e.g. horn, and/or turn signal indicators).
4. Driver failed to signal change of lanes.
5. Driver pulled out in front of other traffic over-taking from rear.
6. Driver cut-in short returning to lane of travel.

**J. Incidents While Being Passed:**

**Preventable if:**

1. Driver failed to stay in his own lane and hold speed or reduce it to permit safe passing.

**K. Incidents While Entering Traffic Stream:**

**Preventable if:**

1. Driver failed to signal when pulling out from curb.
2. Driver failed to check traffic before pulling out from curb.
3. Driver failed to look back to check traffic if he was in position where mirrors did not show traffic conditions.
4. Driver attempted to pull out in a manner that forced other vehicle(s) to change speed or direction.
5. Driver failed to make full stop before entering from side street, alley or driveway.
6. Driver failed to make full stop before crossing sidewalk.
7. Driver failed to yield right-of-way to approaching traffic.

**L. Pedestrian Incidents:**

**Preventable if:**

1. Driver did not reduce speed in area of heavy pedestrian traffic.
2. Driver was not prepared to stop.
3. Driver failed to yield right-of-way to pedestrian.

**M. Mechanical Defects Incidents:**

**Preventable if:**

1. Defect was of a type which driver should have detected in making pre-trip or enroute inspection of vehicle.
2. Defect was of a type which driver should have detected during the normal operation of the vehicle.
3. Defect was caused by driver's abusive handling of the vehicle.

	<b>N. All Types of Incidents:</b>  <b><u>Preventable if:</u></b>  1. Driver was not operating at a speed consistent with the existing conditions of road, weather and traffic. 2. Driver failed to control speed so that he could stop within assured clear distance. 3. Driver misjudged available clearance. 4. Driver failed to yield right-of-way to avoid accident. 5. Driver failed to accurately observe and recognize potentially existing hazardous conditions or events that could produce an accident. 6. Driver was in violation of Company operating rules or special instruction, the regulations of any federal or state regulatory agency, or any applicable traffic laws or ordinances.	
<b>Effective Date</b>		
<b>Review Date</b>		
<b>RELATED TOPICS</b>		
<b>FORMS</b>		
<b>BRIDGES ENDORSEMENT</b>		Date:
<b>APPROVED BY</b>		Date:

## MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

*General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer, and the endorsement of the Bridges Committee.*

<b>Policy #</b>	<b>Safety S-10</b>
<b>SUBJECT</b>	<b>COMPLIANCE WITH FEDERAL AND STATE SAFETY REGULATIONS</b>
<b>POLICY</b>	<p><b>SCOPE:</b> These regulations govern all driving and non-driving operations at MV Transportation, Inc.</p> <p><b>POLICY:</b> It is the policy of MV Transportation, Inc. that company operations and all personnel will comply with all applicable requirements of Title 49 Code of Federal Regulations and in particular with the Federal Motor Carrier Safety Regulations' Parts 40, 325, 382, 383, 385-387, 390-396, 399 and 640 (or their individual States' equivalent) and with the provisions of Part 1910 of the Occupational Safety and Health Administration regulations.</p> <p><b>PROCEDURE:</b> Personnel will refer to the Regulations for interpretation of any covered rules regarding MV Transportation, Inc. driving and maintenance operations.</p> <p>The Safety Department is available to provide further assistance.</p>
<b>Effective Date</b>	

<b>Review Date</b>		
<b>RELATED TOPICS</b>		
<b>FORMS</b>		
<b>BRIDGES ENDORSEMENT</b>		Date:
<b>APPROVED BY</b>		Date:

## MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

*General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer, and the endorsement of the Bridges Committee.*

<b>Policy #</b>	<b>Safety Policy S-12</b>
<b>SUBJECT</b>	<b>Driver Refresher Training</b>
<b>POLICY</b>	<p>All MV operators will receive refresher or remedial training, as necessary, throughout their employment with the Company. This training will be conducted as outlined below and documented in local personnel files and training records using the Driver Refresher Training Report Form.</p> <p>Only qualified personnel (General Managers, Operations Supervisors, Safety Managers, or Driver Instructors/BTWs) will administer driver refresher training courses. Under no circumstances will any driver be allowed to return to driving duties unless they demonstrate full proficiency in all applicable driving performance tasks</p> <ol style="list-style-type: none"> <li>I. Refresher or Remedial training is mandatory under the following conditions: <ol style="list-style-type: none"> <li>A. <u>Return To Work (from inactive status)</u> – Required when a driver/operator returns from “inactive” status (from a period of 30 days or more). In these cases, the driver must receive a one-day/8 hours “general purpose” refresher training designed to remind the driver of the general standards and defensive driving guidelines in effect at MVT and to ensure his/her proficiency.</li> <li>B. <u>Post Accident / For cause</u> – Required after every “preventable” accident, or whenever mandated by management for retraining / corrective purposes.</li> <li>C. <u>Seasonal</u> – Required annually at all divisions operating in seasonal adverse weather environments (i.e.: Winter driving, onset of adverse weather, etc.).</li> <li>D. <u>Biannually</u> – At a minimum of every two years, each driver/operator shall receive a “general purpose” refresher training designed to</li> </ol> </li> </ol>

remind the driver's of MVT driving standards and validate the driver's proficiency with MVT defensive driving requirements.

II. Course content:

A. **Return To Work:** This refresher is mandatory for any driver who has been away from work for 30 days or more (sick leave, family leave, furlough, worker's compensation, etc.). Reviewing the most up-to-date videos and the behind-the-wheel assessment are important components of this type of refresher. Minimum content is as follows:

1. Safety standards review (Classroom): This training will include a thorough general review of our safety standards and defensive driving guidelines. This is accomplished through review of the applicable portions of the Driver Training School Curriculum and the applicable safety videos.
2. "Behind The Wheel" (BTW) Road Check: The Road-Check portion of the Return-to-Work Refresher is probably the most critical part of the refresher, as it offers the driver the hands-on opportunity to re-establish his or her familiarity with our standards, and with the maneuverability and dimensions of the bus. If the driver has developed any unsafe driving behaviors/habits, the instructor will also be able to identify what driving deficiencies are present, and correct them before certifying the refresher as "satisfactory." The BTW portion will include a minimum of 30 miles or two hours, and cover city (urban), secondary, and freeway driving environments, with emphasis on city and freeway driving.

The time involved for completion of this refresher is variable. The driver must demonstrate his ability to perform all of the required tasks to standard. Particular attention will be given to the following areas:

- a) Pre/Post trip inspections
- b) Brake release procedures (Air brake vehicles)
- c) Gear selection & transmission use
- d) Proper Scanning Habits
- e) Turns & Intersections
- f) Merging & Lane changes
- g) Backing
- h) Speed Control
- i) Following Distance
- j) Use of Brakes
- k) Railroad Crossings
- l) Lift Operations
- m) Wheelchair Securement

Individual Divisions are free to also include any topics/material pertinent to local driving conditions (for example, driving in heavy traffic, mountain terrain, etc.).

- B. **Post-Accident / For Cause Remedial Training:** This training is mandatory for any driver who has received a “preventable” rating for an accident/incident.

Because (by definition) the driver could have avoided the accident/incident, but failed to do so, it is imperative that the driver receives this remedial training as soon as possible, in order to prevent another similar occurrence. Therefore, the post-accident remedial training must be scheduled and given within 10 days following the formal accident rating.

Before the refresher commences, the investigating supervisor will review the accident report with the individual who will conduct the training (i.e.: a driver instructor or BTW instructor), discuss the accident’s cause(s) and contributing factors, and what specific driving standards were not applied correctly. They should then tailor the remedial training to correct the driving deficiencies and standards that contributed to the accident.

This training will include a review of the appropriate materials / videos, and behind-the-wheel training.

The amount of time needed for a post-accident refresher is variable, and it will depend on the driver’s ability to perform the appropriate tasks to standard. **The driver must demonstrate his / her ability to perform all of the required tasks to standard before being allowed back to driving duties.**

For instance, if the supervisor has determined that the driver did not perform a right turn correctly, the appropriate videos might include material on effective seeing habits, proper positioning of the vehicle, reference points, lane choice. The items highlighted on the refresher report would include “Positioning of the bus for turn,” “Use of Mirrors,” “Speed,” “Proper Use of Signals,” “Ability to Judge Bus Size,” “Use of Horns,” “Aggressive in Traffic,” “Aware of Hazards.” The driver instructor would then proceed with the behind-the-wheel training with a clear understanding of what driving deficiencies may need correcting, and ensure that the driver is able to perform the appropriate tasks to standard.

	<p>Currently, under normal circumstances, it is our practice to keep the driver in-service pending the outcome of the accident investigation. However, if Division or Regional management feels the driver involved in the accident poses an imminent danger or threat to the safe operation of a bus (due to a serious driving deficiency or, possibly, a physical or mental impairment), do not hesitate to place the driver out-of-service until it has been determined that the driver is qualified to drive safely.</p> <p>C. <b><u>Seasonal Refreshers:</u></b> These refreshers are conducted in preparation of operations during certain periods of the year. At a minimum, this refresher will be given in the fall, before the beginning of winter season, to all division's drivers, and includes refresher topics appropriate for the region, imminent weather, environmental, and traffic conditions. The training will include topics/material appropriate for the season in question, using existing safety videos and lesson modules from the standard Driver Training School.</p> <p>D. <b><u>Bi-Annual Refresher:</u></b> This is a mandatory bi-annual (every two years) general defensive driving refresher. All in-service drivers will attend this refresher every two years to ensure they are using appropriate defensive driving habits/techniques (have not become complacent) and will follow the same content requirements of the "Return To Work" refresher listed in "A" above.</p>	
<b>Effective Date</b>		
<b>Review Date</b>		
<b>RELATED TOPICS</b>		
<b>FORMS</b>		
<b>BRIDGES ENDORSEMENT</b>	Jack Hempstead	Date: 6/2/09
<b>APPROVED BY</b>		Date:

## MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

*General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer, and the endorsement of the Bridges Committee.*

<b>Policy #</b>	<b>Safety Policy S-18</b>
<b>SUBJECT</b>	<b>DRIVERS - PREPARED FOR WORK</b>
<b>POLICY</b>	<p><b>SCOPE:</b> This policy applies to all drivers for MV Transportation, Inc.</p> <p><b>POLICY:</b> It is the policy of this company that all drivers are professionals who come to work well rested and prepared to provide a full measure of customer service.</p> <p><b>PROCEDURE:</b></p> <p>The company is committed to the safety of its passengers and employees. All drivers must arrive at work on time and properly rested.</p> <p>Drivers are to be licensed in the State where they have true, fixed, and permanent homes and principal residences, and to which they have the intention of returning after an absence involving an assignment.</p> <p>Grooming and uniforms must be in accordance with company policy.</p> <p>DOT Logs (where applicable), DOT medical card, and Driver's License must be valid and current.</p>
<b>Effective Date</b>	

<b>Review Date</b>		
<b>RELATED TOPICS</b>		
<b>FORMS</b>		
<b>BRIDGES ENDORSEMENT</b>		Date:
<b>APPROVED BY</b>		Date:

## MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

*General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer, and the endorsement of the Bridges Committee.*

<b>Policy #</b>	<b>Safety Policy S-21</b>
<b>SUBJECT</b>	<b>FACILITY EMERGENCY ACTION PLAN</b>
<b>POLICY</b>	<p><b>SCOPE:</b> This policy affects all MV Transportation, Inc. Divisions.</p> <p><b>POLICY:</b> It is the policy of this Company that each MV facility (Division) develops and implements a written Emergency Action Plan. This plan must address, at a minimum, the elements specified in the Minimum Requirements for Emergency Action Plans.</p> <p><b>RESPONSIBILITY:</b> All General Managers are required to develop, maintain, update and provide necessary training to ensure employees are aware of various life threatening situations, and know appropriate procedures to be followed during an emergency event. The Safety Department and the Area Safety Directors are available to assist as needed.</p> <p><b>MINIMUM REQUIREMENTS FOR EMERGENCY ACTION PLANS:</b></p> <p>Emergency Action Plans used by MV Transportation, Inc. (MVT) facilities must include the following elements:</p> <ul style="list-style-type: none"><li>• Persons responsible for implementing and updating the plan.</li><li>• Methods of notifying employees of emergency situation.</li><li>• Map of facility, clearly indicating exits.</li><li>• Methods to be used for marking exits.</li><li>• Requirements for keeping exits clear.</li><li>• Methods and routes of evacuation.</li><li>• Any codes used to identify specific events.</li></ul>

- Phone numbers for local police, fire and medical services.
- Phone numbers for any Facility Emergency Action personnel.
- Employee training and drills.
- Posting requirements.
- Inspection procedures.
- Placement of buses/vehicles for security and safety.

Specific actions for dealing with the following emergencies/contingencies:

- Severe weather
- Bomb threats
- Fire and explosion
- Flooding
- Sabotage
- Snipers or shooters
- Procedures for plant shutdowns
- Hurricanes and tornadoes
- Civil strife
- Earthquakes
- Heighten security levels

#### **A. General Requirements:**

The Facility Emergency Action Plan is a written program addressing all the elements listed above. The plan should be simple and direct, using uniform emergency procedures (i.e.: evacuations). Emergency drills must be performed at least annually.

The emergency action plan needs to address the specific actions your location will take if an emergency occurs. Management and supervisory employees should be aware of any specific actions they or other designated employees are to take during the emergency. General Managers need to ensure all Division employees are knowledgeable/trained with the contents of the plan and the specific actions required from them in case of emergency. General Managers must provide an updated copy of the plan to their respective VP of Safety.

The VP of Safety and the Area Safety Directors are available to assist General Managers in drafting their Division's Emergency Action Plan.

### **EMERGENCY ACTION PLAN TEMPLATE:**

The following is the template for MVT facilities' Emergency Action Plans. This template provides minimum requirements and can be modified to meet local requirements and/or operating environment.

### **Persons Responsible for Plan Implementation:**

**General Manager:** The Facility Manager is responsible for maintaining and updating the plan. The General Manager must approve all revisions or changes to procedures specified in the written plan. This individual is responsible for ensuring that emergency equipment remains accessible, and is in good working order. The General Manager is also responsible for scheduling drills and employee training sessions. Training must be documented.

General Managers are responsible for the following:

- Inspecting and maintaining emergency equipment located in their respective areas.
- Ensure that all employees receive the necessary training and information specified under this plan.
- Properly maintain any signs, bulletin boards, posters, or other information posted in their area.
- Ensure the orderly evacuation or relocation of their employees during emergencies and drills.
- Document all training and retain such documentation in the Division's training file.

**Employees:** Division employees are responsible for attending scheduled training sessions, familiarizing themselves with the location of exits, understanding the facility's emergency notification systems, and following the instructions of this plan and their supervisors.

## TEMPLATE / FORMAT

### **A. Facility Notification System:**

The MV Transportation, Inc. facility located at \_\_\_\_\_ is equipped with a system of fire alarms. These alarms include smoke detectors and employee-activated alarms. Hearing any of these alarms indicates that an emergency situation has occurred somewhere in the facility. Instructions for appropriate action will be issued by management/dispatch. If instructions are not received immediately, employees should report to the parking lot or other designated safe location, and remain there until dismissed by their supervisors. Management is responsible to assure all employees are accounted for and out of the building.

The MV Transportation, Inc. facility located at \_\_\_\_\_ is also equipped with a facility-wide public address system. In the event of an emergency, instructions will be issued over the PA system, stating the nature of the emergency, and the appropriate action to be taken.

### **B. Facility Map:**

A map of this facility (Appendix A), clearly identifying emergency exits, alarms, and equipment is posted on bulletin boards. Maps must be posted in all employee common areas and dorm rooms.

### **C. Marking of Exits:**

All emergency exits at MV facilities shall be clearly marked; using illuminating signs (where applicable) marked "EXIT", in letters at least 6 inches high.

Doors that do not lead to exits, but might be mistaken as such shall be clearly marked "NOT AN EXIT."

### **D. Emergency Exits Requirements:**

- MV facilities must be equipped with a sufficient number of exits to allow the rapid and orderly evacuation of all personnel.

- Emergency Exits and the approach to Exits must be kept clear at all times.
- Emergency Exits doors must remain unlocked at all times during hours of operations or while employees are present. They are to be unobstructed at all times.
- All Emergency Exits must discharge to a street or other open space (parking lot, etc) that gives ready access to a public way.
- Emergency Exits doors serving 50 or more people must swing in the direction of exit travel.
- In hazardous areas, or where there is a chance that one Emergency Exit may become blocked by fire or smoke, at least two separate and remote Emergency Exits must be in place.
- Doors to any employee work area must be designated so that workers cannot be locked inside a room at any time.

#### **E. Methods and Routes of Evacuation:**

- Evacuation involves removing employees or customers from the facility/building. It is used when conditions inside the facility buildings become threatening to the life, health and/or safety of occupants, such as in the instance of fires and explosions.
- Relocation involves moving employees from one facility to another. It is used in the event of external threats, such as severe weather, civil disorder or security contingency.
- Management should identify where to go when an emergency requires the evacuation of the facility or relocation to an alternate facility. Facility Evacuation Routes and Relocation Maps directing employees to the designated alternate location should be part of the written emergency plan (App. C & D). Management needs to identify essential equipment or supplies needed at the alternate site.
- The emergency action plan shall also include details on who (managers, supervisors, etc.) will perform specific duties, such as ensuring customers and employees receive instructions on how to safely exit the building.

- MV managers may initiate either employee evacuation or relocation in an emergency. When an evacuation or relocation order is issued, employees and customers will be instructed where to go. Employees should report to this location and remain there until further instructions by their manager or other competent authority. Supervisors must account for all members of their work crews.

**F. Phone Numbers for Fire, Police and Medical Services:**

The following numbers are provided for use in emergencies and must be posted for employees to see (Appendix E):

**POLICE:** \_\_\_\_\_

**FIRE:** \_\_\_\_\_

**MEDICAL AID:** \_\_\_\_\_

**BUILDING SECURITY:** \_\_\_\_\_

**BUILDING MANAGER:** \_\_\_\_\_

**GENERAL MANAGER:** \_\_\_\_\_

**G. Employee Training and Drills:**

All MV employees will receive initial training in the implementation of this Emergency Action Plan. Training will cover the contents of the plan and its required actions. Such training will be scheduled by the General Manager and documented at time of hire.

Subsequent training and drills will be performed and documented at least annually to ensure that employees remain familiar with the information in the emergency action plan, and proper evacuation and relocation procedures.

**H. Posting Requirements:**

Emergency exit information and emergency reporting information must be placed in a visible location in each work area. A copy of the Emergency Action Plan and the facility map should be located in an area where employees

congregate – near general bulletin board and time clock.

**I. Inspection Procedures:**

The General Manager will review the condition of the facility's emergency action preparedness program twice per year as part of a general safety audit. He will also perform random inspections as appropriate.

General Managers are responsible for ensuring the emergency equipment, posters, and information in their work area is kept in good condition and up-to-date. They will also ensure that all employed in their work crews receive appropriate training and orientation in the emergency action plan.

**J. Facility Access Control:**

Each facility must have designated procedures to control access to the facility. Facility access needs to be allowed or restricted as needed (i.e.: increased terror alert levels may dictate restricted access to the facility). Special consideration / regular inspection needs to be given to the following:

- Perimeter security fences
- Access gates/doors
- Employee-only areas
- Bus/vehicle holding lots
- Exterior/interior security cameras and lighting systems
- Vendor access procedures

**K. Bomb Threats:**

- Employees will receive training on bomb threat procedures. A copy of the telephone bomb threat checklist is attached (Appendix B).
- All bomb threats must be promptly reported via the MV Event Notification procedures.

**L. Unattended Baggage/Packages:**

All employees must be encouraged to maintain a high degree of awareness for unattended bags or packages, particularly if they appear out of place or hidden. If it looks out of place, question it and notify management or local law enforcement authorities / security personnel (as appropriate). Employees will receive training on unattended baggage and package procedures.

**M. Suspicious Individuals Or Activity:**

All employees must be encouraged to maintain a high degree of awareness of their surroundings and working environment, and to take note of suspicious individuals or activities. Employees will receive training on suspicious individuals or activities procedures.

**N. Fire and Explosion:**

In case of a fire or explosion, the following procedure should be used:

- Immediately trigger the fire alarm and contact management. Inform them of the location, size and status of the blaze. Managers will notify the fire department of the problem and dispatch additional personnel to assist in controlling the fire (as safety allows).
- Attempt to control the fire with the appropriate extinguisher, if this can be done safely. (implies mandatory fire extinguisher training annually)
- Wait for further instructions from management.

Should evacuation or relocation be necessary:

- Shut down operations in the work area if these can be done safely.
- Report to the location specified in the PA announcement, or as directed by the facility manager.
- Remain at that location until instructed to go elsewhere.

**O. Chemical Spills/Fuel Leaks:**

On-site personnel will handle surface spills with absorbent. Immediately contact the Maintenance Department and your Area Safety Director if a spill cannot be handled by onsite personnel or if the spill impacts soil or waterway conveyance.

**P. Flooding:**

Flooding does not typically occur without warning. Some time for preparation is usually possible. The General Manager will determine the appropriate action to be taken in specific instances of flooding. Consideration should be given to facility shutdown procedures, protection of assets and individuals from flooding, employee parking access and

electrical and fire hazards involved.

**Q. Hurricanes, Tornadoes and Other Severe Weather:**

Hurricanes and tornadoes involve damaging high winds, with possible lightening, rain, and hail damage. Hurricanes occur primarily off the Gulf and East coasts. Tornadoes can occur in any location, although they are most likely in the South and Midwest. Advance notice is usually given of hurricanes, but tornadoes can strike without warning.

- **Hurricanes** - The General Manager will develop and implement site-specific facility shutdown and hurricane preparation procedures for each facility subject to hurricanes. Guidelines are available from local government emergency preparedness units and from the MV Safety Department.

Facilities located in hurricane-prone areas need to strongly consider purchasing supplies that can be used to secure and protect their building prior to the onset of hurricane season (typically August through December). The supplies would include items such as plywood (window/doors protection), plastic sheeting, duct tape, sand-bags, etc. These supplies need to be stored onsite for ready use when needed.

- **Tornadoes and Other Severe Weather** - A tornado or severe weather warning will be issued over the PA system. Specific instructions will also be given at this time.

**DO NOT GO OUTSIDE to look at tornadoes!**

In the event of a tornado, all employees should move to center rooms and corridors, away from windows, skylights, and other areas where there is potential for flying glass. Employees should remain in this area until the all clear is given.

**R. Earthquakes:**

Earthquakes are most prevalent on the West Coast, although they may occur almost anywhere. Buildings in areas prone to earthquakes should have appropriate design features, and additional steps should be implemented to prevent shifting and falling of flammable materials

containers, compressed gas cylinders, equipment lifts, etc. The General Manager of such Divisions should prepare site-specific procedures for dealing with earthquakes.

**S. Civil Strife:**

Civil strife may result from a variety of sources, including demonstrations and strikes. The General Manager and other management personnel will work together to issue case-specific instructions for employees facing such situations. If incidents occur spontaneously on company property, they must be reported to corporate management immediately via the MV Event Notification protocols. All employees are expected to cooperate fully with management and law enforcement agencies during such events.

**T. Sabotage:**

Any incident of sabotage which results in fire, injuries or other emergency situations will be dealt with as a standard emergency as previously described, except that the following additional procedures will be followed:

- The area or item suspected of being sabotaged will not be disturbed until facility security, law enforcement and/or the facility managers have had the opportunity to inspect it.
- Incidents of suspected sabotage must be reported immediately to the General Manager. The GM will call police as appropriate.
- Employees involved in the incident will remain in the area until dismissed by facility management, unless it is unsafe to do so.

**U. Procedures for Facility Shutdown:**

Each facility must have written facility shutdown procedures. This procedure should include the following elements:

- Operation/department shutdown priorities.
- Turning off burners and other gas-operated equipment.
- De-energizing electrical equipment or circuits.
- Shutdown of fuel pumps / underground fuel tanks
- Storage of tools and equipment.
- Inventory procedures for shutdowns.
- Planned and unplanned shutdowns.
- Personnel responsibilities during shutdowns.
- Restoring operations.

	Appendices: A. Facility Map B. Bomb Threat Checklist C. Directions and Map to Evacuation Site D. Directions and Map to Relocation Site E. List of Emergency Phone Numbers	
<b>Effective Date</b>		
<b>Review Date</b>		
<b>RELATED TOPICS</b>		
<b>FORMS</b>		
<b>BRIDGES ENDORSEMENT</b>		Date:
<b>APPROVED BY</b>		Date:

## MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

*General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer, and the endorsement of the Bridges Committee.*

<b>Policy #</b>	<b>Safety Policy S-27</b>
<b>SUBJECT</b>	<b>SAFETY MEETINGS</b>
<b>POLICY</b>	<p><b>SCOPE:</b> This policy covers all employees of MV Transportation, Inc.</p> <p><b>POLICY:</b> It is the policy of MV Transportation, Inc. to seek and encourage its employees' assistance in identifying workplace hazards. One effective vehicle is through safety meetings, which provide employees an opportunity to provide input regarding safety issues and receive updated safety education/information. All MV Divisions will make possible the opportunity for employees to participate in safety meetings.</p> <p><b>PROCEDURE:</b></p> <ul style="list-style-type: none"><li>• All Divisions will have regularly scheduled monthly safety meetings. These meetings will be open to all employees.</li><li>• General Managers will post in advance the time, date and location of all regularly scheduled safety meetings.</li><li>• Specific topics for the agenda must be posted with the announcement of the pending meeting.</li><li>• The agenda must cover only safety-related items. Agenda items will be directed by management.</li><li>• Employees must speak for themselves and cannot be represented by anyone else.</li></ul>

	<ul style="list-style-type: none"> <li>• The manager should advise concerned employees of the results of the meeting and indicate all corrective action taken since the last meetings.</li> <li>• Care must be taken not to interfere with the collective bargaining rights of the respective unions. These safety meetings are not "committees" and not intended for the bargaining of safety-related issues. Their purpose is to allow individual employees to voice their concerns and to educate employees on relevant safe-work and incident/injury prevention practices.</li> </ul> <p>Questions on safety meetings shall be directed to the Vice President of Safety.</p>	
<b>Effective Date</b>		
<b>Review Date</b>		
<b>RELATED TOPICS</b>		
<b>FORMS</b>		
<b>BRIDGES ENDORSEMENT</b>		Date:
<b>APPROVED BY</b>		Date:

## MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

*General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer, and the endorsement of the Bridges Committee.*

<b>Policy #</b>	<b>Safety Policy S-30</b>
<b>SUBJECT</b>	<b>INJURY INVESTIGATION - SUPERVISOR RESPONSIBILITY</b>
<b>POLICY</b>	<p><b>SCOPE:</b> This policy applies to all employees of MV Transportation, Inc.</p> <p><b>PURPOSE:</b> The purpose of this policy is to describe investigation procedures performed by supervisors in the event an employee is injured.</p> <p><b>POLICY:</b> It is the policy of MV Transportation, Inc. to investigate all incidents/injuries, to identify causes, and to correct deficiencies, if any.</p> <p><b>RESPONSIBILITY:</b></p> <p><b><u>Supervisors:</u></b></p> <ul style="list-style-type: none"><li>• Begin the investigation immediately after receiving the first report of injury. Employees must report all injuries to management as soon as they occur.</li><li>• Visit the incident site, if possible, to determine where each object, person, and element in the event was located just prior to the mishap. Get the "big picture", as exact as possible.</li><li>• Interview all persons involved, beginning with the injured employee whenever possible. Assure the employee the purpose of the investigation is not to place blame but to establish cause in order to prevent a recurrence. Re-enact exactly what was being done in the moments leading up to the injury.</li></ul>

- Determine what type of injury was received. Evaluate against the exact activity and detailed sequence of actions leading to the injury. Does the action fit the injury?
- Review and record all physical evidence from the accident site. Site diagrams including photos and measurements of key elements and materials should be included.
- Record the facts surrounding the accident on the Supervisor's Investigation Report.

Analyze the facts to determine WHY the accident happened. Understanding injury causes is essential in the effort to eliminate future similar accidents. Several major types of causal factors exist and the investigation should seek answers in each category to ensure an in-depth analysis:

- Unsafe Acts - the actions of the individual that precede and bring about the accident.
- Unsafe Conditions - factors in the physical environment that contributed to the accident.
- Indirect Human Factors - conditions, characteristics or attitudes of the individual that influenced the accident.
- Knowledge or skill deficiency - did not understand the risk
- Improper attitude or motivation - aware of the risk but in a hurry to complete the job.
- Mental or physical state factors - risk was known and normally would not have been taken, but the individual was fatigued or inattentive.

**Indirect Environmental Factors** - the reason for the unsafe condition to exist in the environment.

- Actions of workers in general.
- Errors existing from design.
- Improper purchasing practices.
- Abnormal wear and tear on equipment.
- Failure to maintain.
- Failure to maintain properly.

	<p><u>Correct the problem/deficiency immediately!</u></p> <ul style="list-style-type: none"> <li>• Make recommendations for corrective actions to improve the management system.</li> </ul> <p>Submit reports as required to:</p> <ul style="list-style-type: none"> <li>• Risk Management</li> <li>• Regional Manager - Maintenance</li> <li>• General Manager</li> <li>• Area Safety Director</li> <li>• </li> </ul> <p>Additionally, OSHA must be notified within 8 hours in the event of a death or when 3 or more persons require hospitalization (See policy on OSHA Record-keeping).</p>	
<b>Effective Date</b>		
<b>Review Date</b>		
<b>RELATED TOPICS</b>		
<b>FORMS</b>		
<b>BRIDGES ENDORSEMENT</b>		Date:
<b>APPROVED BY</b>		Date:

## MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

*General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer, and the endorsement of the Bridges Committee.*

<b>Policy #</b>	<b>Safety Policy S-32</b>
<b>SUBJECT</b>	<b>Accident/Incident Reporting Procedures</b>
<b>POLICY</b>	<p><b>SCOPE:</b> This policy affects all MV employees who operate company vehicles/buses, as well as managers and supervisors who investigate incidents.</p> <p><b>POLICY:</b> It is the policy of this Company to minimize injury, damages, pain and suffering for people involved in vehicular mishaps involving MV vehicles, to promptly report and to thoroughly investigate these occurrences.</p> <p><b>PURPOSE:</b> The guidelines in this policy designate the procedures for all employees to follow when an incident occurs and to ensure accurate and timely incident reporting.</p> <p>An <b><i>Incident</i></b> is any MV mishap involving a MV employee, MV passenger, MV vehicle, MV equipment, or the environment. An incident may or may not result in injury or death to a person, damage to vehicles or property, or damage to the environment. This includes alleged incidents which are claimed to be caused by a MV employee, vehicle, or equipment; even though the MV employee, vehicle, or equipment is not affected.</p> <p><b>PROCEDURE:</b></p> <p>This procedure applies to all MV losses (<u>other than Workers' Compensation</u>) to include:</p> <ul style="list-style-type: none"> <li>• Vehicular collision with any person, vehicle, or object</li> <li>• Passenger/Customer/Client Incident/Injury</li> <li>• MV Vehicle Physical Damage (including unknown yard physical damage)</li> <li>• MV Property (buildings/contents) Losses (fire, tornado,</li> </ul>

- flood, hurricane, vandalism, break-in, etc.).
- Environmental Exposures (i.e. fuel, oil, antifreeze, or other spills)
- Theft of MV vehicles, equipment, or property

When an incident could have been avoided, it was a preventable loss. MV Safety investigates "major" preventable incidents (see below for definition) to determine cause; and monitors preventable incidents to spot trends and to determine the trends' root causes. This includes examining driving and work procedures and revising them if found faulty; and identifying violations of MV, OSHA, DOT, FTA, or other procedures, rules or regulations.

### **INCIDENT TYPES**

**Major:** An incident involving a transit vehicle or occurring on MV property involving one or more of the following:

- Fatality
- Pedestrian or Bicyclist incident/injury
- Passenger incident/injury involving lift
- Passenger incident/injury while entering/exiting vehicle
- Passenger incident/injury involving improper wheelchair securement
- MV Operator is cited for a moving violation
- Any injury (including to MV Operator) requiring immediate medical attention away from the scene
- Property damage equal to or exceeding \$5,000
- Environmental spills
- Vehicle roll-over/lay-over
- Vehicle fire
- Incidents with Operator allegation of equipment and/or maintenance failure
- Events with potential for negative public relations and/or news media coverage
- Incidents where Operator drug and/or alcohol use may be involved
- Incidents where fault is in question

**Minor:** All other incidents that do not meet the definition of a "major" incident.

## **INCIDENT REPORTING PROCEDURE:**

1. All MV incidents shall be immediately reported from the scene.
2. Other than an hourly employee if at all possible it is the responsibility of the General Manager to make sure a person responds to the accident who will ensure care for our driver and equipment, review of accident investigation and proper review of company liability.
3. Operator at scene shall immediately contact Dispatch and provide incident details.
4. Immediately Call Auto Hotline at (866) 688-7475
5. Complete the Initial Accident/Incident Claim Line Information Sheet to assist with gathering the details and to aid in the verbal phone notification.
6. After the phone notification, immediately scan and e-mail this report to [claims@mvtransit.com](mailto:claims@mvtransit.com). If unable to e-mail, fax to (214) 646-1858.

## **MAJOR INCIDENTS PROCEDURES:**

**In case of major incidents, in addition to the above, managers shall take the additional steps outlined below:**

1. Obtain the following basic information:
  - a. Time and Place of incident
  - b. Driver name and Date of Hire
  - c. Vehicle number and type (cut-away, van, bus, sedan, etc.)
  - d. Injuries, if transported from scene –where to and by whom.
  - e. Damage description
  - f. Basic facts of collision, accident or incident.
2. Call and notify the following persons:
  - a. Director of Safety and/or
  - b. Vice President of Safety
  - c. Regional Vice President
3. General Manager or designee submits a “High Priority Event

Notification: Go to "Lawson Portal/Procedures and Forms/Safety/Report a Serious Incident" and enter the required information.

4. Director of Safety and/or the Regional Vice President will continue the phone tree to the senior executives listed on a need to know basis.
5. If the Director of Safety and/or the Regional Vice President or Vice President of Safety is not available, please contact the Sr. VP of Safety, or in his absence, the President of Operations. If the President of Operations is not available, contact another Corporate Officer or Director who will then continue the phone tree as necessary.

**NOTES:**

- ***The only information given by MV employees should be to Police Officers present at the scene of the incident.*** Operator does not discuss incident/loss with witnesses – Operator only discusses with police, MV Safety personnel, MV Risk Management personnel, and/or MV Third-Party Claims Administrator personnel.
- ***Refer all other parties to Risk Management to handle any public and/or media questions.*** For these situations, please make sure you can provide Risk Management with the name and phone number of the inquiring party. If necessary, Risk Management will involve the Director of Media Relations to communicate to the public and/or media.

**INCIDENT/ACCIDENT/LOSS PROCEDURES**

**1. Pre-Planning:**

- a. General Managers/Dispatchers must be aware of all sources of assistance in handling incidents/losses. Before an incident/loss occurs, have contacts on hand for:
  - Operator's family and/or emergency notification
  - Local police department and/or local sheriff department
  - Highway patrol/state police
  - Local fire department and local ambulance service

- Tow truck, heavy equipment, and construction companies

MV Risk Management staff and MV Safety staff are excellent sources for help. Have their telephone numbers available.

- General Managers post their home telephone numbers and cell phone numbers so they can be called when an emergency occurs. Emergency Telephone Numbers shall be posted next to all MV telephones and shall be available at all supervisors' home telephones. This should include a list of local and MV telephone numbers used in controlling emergencies.
- Prominently place "reporting" decals in MV vehicles. The decals read, **"Should you be involved in an accident or should any other incident occur, immediately contact Dispatch who shall immediately communicate with you and the 24-Hour ClaimLine, (866) 688-7475."** Place these stickers on the dash and on the driver-side sun visor.
- Equip MV vehicles with the following items:
  - Three (3) bi-directional emergency reflective triangles (not flares).
  - Incident Reporting Packets and color disposable flash cameras.**
  - Fire extinguisher having an Underwriters' Laboratories rating of 5 B:C or more.

To order replacement incident reporting packets and cameras, go onto Portal, under Procedures and Forms, and under Risk Management – there is an Incident Reporting Packets bullet point. Click on that bullet point, complete your order information, and submit your order.

## **2. Incident/Loss Occurs:**

- MV Operator: If involved in an incident with an unattended vehicle,**
  - Try to locate the owner.
  - If the owner cannot be located, Operator securely leaves a note on the vehicle with his/her name and address, and the company/division's name, address and phone number.

	<ul style="list-style-type: none"> <li>c) Operator obtains the vehicle identification number and license plate number of the other vehicle, and includes that information when reporting the incident.</li> <li>d) An Incident Reporting Packet which includes a color disposable flash camera is supplied to Operator. Operator takes pictures of damages.</li> <li>e) Operator delivers used camera to General Manager/Dispatcher.</li> </ul> <p>A. <b>If involved in a <u>Hit and Run</u> Incident</b> while on the job or in a company-owned vehicle and you record/obtain the adverse vehicle's license plate number or capture picture of adverse vehicle via camera or Drive Cam, it is mandatory that the police are called and an incident report is filled out and filed with them. Once this is completed, please forward this information to Risk Management.</p> <p>B. <b>If otherwise involved in a vehicular incident</b>, Operator exercises on-scene emergency control until properly relieved by a supervisor or company official. Control will be directed to prevent further threat to human life, damage to the environment, and/or damage to property. For traffic control and to protect others:</p> <ul style="list-style-type: none"> <li>1. Stop immediately and shut down vehicle (shift transmission into park, or neutral, shut off engine and set parking brakes).</li> <li>2. Turn on four-way flashers.</li> <li>3. <b>Place emergency reflective triangles as soon as possible, but in any event within ten minutes.</b></li> <li>4. Detour non-essential traffic.</li> <li>5. Notify police/fire/ambulance. If necessary, direct a passerby to notify the proper authorities. Be sure to indicate if there are injured people at the emergency scene. Do not leave the scene except in an extreme emergency.</li> <li>6. Do not move MV vehicle (unless there is a fire or spillage that may spread) until authorities arrive.</li> <li>7. Do not allow any other vehicles to be moved until someone in authority arrives to verify the positions of the vehicles and the lengths and positions of skid marks. Calm down. Try to detach yourself from what has happened so you can be as objective and unemotional as possible. Don't smoke and caution others to not smoke; as there may be fumes that could cause an explosion or fire.</li> </ul>
--	--

	<ol style="list-style-type: none"> <li>8. If safe, extinguish any controllable fire and/or shut off any leak.</li> <li>9. Assist injured or endangered persons, but do not move them or permit them to get up unless absolutely necessary. Keep them warm and quiet until emergency help arrives.</li> <li>10. Prevent fires by turning off ignitions, disconnecting battery cables, prohibiting smoking, or taking any other indicated action.</li> <li>11. Prevent contact with spilled materials.</li> <li>12. Do not touch (or permit others to touch) vehicles/objects in contact with downed power lines. Keep occupants in vehicles.</li> <li>13. Keep sightseers back/away from emergency scene.</li> <li>14. <b>Follow the Incident Handling Procedure/Instructions contained in the Incident Reporting Packet.</b></li> </ol> <p><b>3. <u>Report incident/loss to dispatch and 24 hour Claim Line:</u></b></p> <p><b>MV Operator at scene shall immediately contact Dispatch who shall immediately communicate with the Operator and 24-Hour Claim Line, (866) 688-7475 (See Incident reporting procedures above).</b></p> <ul style="list-style-type: none"> <li>• Operator should never try to handle things alone.</li> <li>• Call while the emergency is small and controllable.</li> <li>• Dispatch shall provide a telephone number at which the Operator can be contacted. Usually this is the Dispatch number.</li> <li>• Dispatch and Operator shall stay in telephone contact with the 24-Hour Claim Line until released.</li> </ul> <p><b>4. <u>Operator Takes Pictures of Scene and Damages:</u></b></p> <p><b>MV vehicles are equipped with color disposable flash cameras:</b></p> <ol style="list-style-type: none"> <li>a. Photograph the causes of the incident.</li> <li>b. Photograph the incident scene before vehicles are towed or moved. Include surrounding landmarks / reference points in the pictures.</li> <li>c. If skid marks are long, start photographing 150 feet before skid marks begin and continue as you walk closer to the vehicle.</li> </ol>
--	---

	<ul style="list-style-type: none"> <li>d. Photograph vehicles, including points of impact, damaged areas, undamaged areas, and spilled materials.</li> <li>e. Do <b>not</b> photograph bloody or gory details.</li> <li>f. Make a sketch of the scene before any vehicles are moved. The important thing is to show the positions of the vehicles as they approached the scene and where they were following the collision.</li> </ul> <p>5. <b><u>Equipment Recovery:</u></b> Division ensures proper damaged equipment handling and securement.</p> <p>6. <b><u>Operator Identifies Himself/Herself:</u></b> Operator gives any other involved party his/her name, division name, division address, and division phone number; and if requested, insurance information from Insurance Identification Card located in glove box.</p> <p>7. <b><u>Operator Provides Local Authorities and Emergency Responders Details of Incident/Loss:</u></b></p> <ul style="list-style-type: none"> <li>a. Operator obtains any reports from authorities/police or emergency responders that must be completed.</li> <li>b. Operator cooperates with police officials, but does not admit any responsibility to anyone except MV Risk Management personnel, MV Safety personnel, and/or MV Third-Party Claims Administrator personnel.</li> <li>c. Operator does not give a formal statement (written or recorded) to anyone until Operator has contacted MV Risk Management, and then, not unless approved by MV Risk Management. Operator never discusses incident with reporters. Supervisor who may respond will support this.</li> <li>d. Operator always notifies the police, no matter how minor an incident or collision may seem to be, even if it's just a minor "fender bender." Always report it to the police. If other party just wants to exchange information and not call the police, Operator calls in a report anyway.</li> </ul> <p>8. <b><u>Operator Obtains Names and Addresses of Witnesses:</u></b></p> <ul style="list-style-type: none"> <li>a. Operator gets names and addresses of all witnesses to the incident using Courtesy Information Cards contained</li> </ul>
--	--

	<p>in Incident Reporting Packet.</p> <p>b. Operator does not discuss incident with witnesses – Operator only discusses with police, MV Safety personnel, MV Risk Management personnel, and/or MV Third-Party Claims Administrator personnel.</p> <p>9. <b><u>Operator Completes Incident Report:</u></b> Operator completes “Incident Report” before leaving the incident scene.</p> <p>This report is critical, as it captures MV information, third-party claimant information, client/passenger information, police information, an incident description, an incident diagram, etc.</p> <p>10. <b><u>Operator Delivers:</u></b> Incident Report, Used Camera, Courtesy Information Cards, and any other Incident Reporting Packet Items to General Manager/Dispatcher.</p> <p>Operator gives General Manager/Dispatcher Incident Report, Courtesy Information Cards, used camera, diagrams, sketches, etc.</p> <p>11. <b><u>General Manager/Dispatcher Forwards Items to MV Risk Management:</u></b></p> <ol style="list-style-type: none"> <li>General Manager/Dispatcher immediately scans and e-mails items to <a href="mailto:claims@mvtransit.com">claims@mvtransit.com</a>. <ul style="list-style-type: none"> <li>If unable to e-mail, fax to <b>(214) 646-1858</b>.</li> <li>General Managers retain originals for his/her records.</li> <li>Several other reports may be completed from the information on these items, so it is important that the information is complete and accurate.</li> </ul> </li> <li>General Manager uploads any relevant photos and videos to OneDrive. <p><i>Note: OneDrive Procedure attached as an appendix to this policy.</i></p> </li> <li>General Manager/Dispatcher ensures that safety items in MV vehicles are immediately replaced/recharged prior to next dispatch: Incident Reporting Packet with</li> </ol>
--	--

color disposable flash camera, fire extinguisher, 3 bi-directional emergency reflective triangles, etc.

**12. Loss Handling:**

- a. MV Risk Management directs loss handling. General Managers ensure that all losses are immediately and properly reported. MV Risk Management or MV's Third-Party Claims Administrator initiates all claim filings. Except for thefts, break-ins, and stolen vehicles, General Managers shall not file reports or other information with local, state or federal authorities.
- b. Whenever there is any possibility of serious liability, the General Manager:
  - 1. Sends complete maintenance file on the vehicle to MV Risk Management
  - 2. Sends Operator's logs/time sheets to MV Risk Management
  - 3. Prints electronic control module data (if applicable) and sends to MV Risk Management
  - 4. Risk Management ensures Drive Cam event (if applicable) is obtained

**13. Damaged Equipment:**

- A. **Probable Total Losses:** General Manager obtains repair estimate and scans and e-mails it to [claims@mvtransit.com](mailto:claims@mvtransit.com).
  - 1. If unable to e-mail, fax to **(214) 646-1858**. MV Risk Management contacts Fixed Assets and determines if MV vehicle is a total loss.
  - 2. If MV vehicle is deemed a total loss, General Manager has any valuable/usable parts removed and then obtains salvage bids.
  - 3. General Manager obtains approval from MV Risk Management before selling salvage.
  - 4. General Manager processes Fixed Asset Action Form and forwards for required approvals.
  - 5. When General Manager receives salvage proceeds, General Manager faxes copy of check to MV Risk Management and forwards check to Accounts Receivable utilizing the applicable MV Lockbox Remittance Form.

- B. **Repairable Losses:** General Manager contacts Maintenance Manager. Maintenance Manager authorizes and controls all repairs following maintenance protocols.

MV Risk Management distributes weekly reports that include its internal claim number for the damaged or total loss vehicle.

General Manager approves all MV vehicle repair invoices. General Manager codes vehicle repair invoices to **GL#7090 or GL#6150**. General Manager forwards approved and coded MV vehicle repair invoices to Accounts Payable.

- C. The following information explains what GL code to assign and what additional information will be required to avoid delaying payment.

1. **7090 Collision** – This GL number should be used for all MV vehicle repairs made and/or parts purchased due to some type of collision. The MV Risk Management internal claim number is required to be on each invoice that is assigned this GL number. Failure to provide the claim number will prevent Risk Management from approving the invoice for payment and will delay timely payment to the vendor.
2. **6150 Outside Services** – This GL number should be used for all MV vehicle body repairs made and/or parts purchased due to wear and tear over time. Examples would be rusted areas and faded paint. Repairs made to a vehicle that was purchased with pre-existing damage can also be coded to this GL number. An explanation will be required for each vehicle body repair invoice that is coded to this GL number. **Invoices coded “6150” do not require a MV Risk Management internal claim number.**

**D. MV vehicle repairs (MV Damage):**

Effective 1/1/08, the division is responsible for the full amount of the repairs. These invoices must be approved for payment by Risk Management.

**E. MV Damage Subrogation:**

If it is possible that MV can collect for damages caused by a responsible third party, General Manager scans and e-mails all information related to the incident to

[claims@mvtransit.com](mailto:claims@mvtransit.com). If unable to e-mail, fax to (214) 646-1858.

1. Obtain a repair estimate and submit the estimate and photographs of the damage to Risk Management. These items will be used as documentation for MV's subrogation demand.
2. In addition to the damages, MV Risk Management will also attempt to collect "loss of use" from the responsible third party.
3. MV Risk Management compiles a formal claim for damages for submission to the responsible party. MV Risk Management follows up on collection. Damages and/or loss of use recovered through subrogation efforts will be credited to the division.
4. If an insurance company or its representative requests repair cost information, General Manager refers that person to MV Risk Management. *Do not release cost information.*

**14. Alleged Equipment/Maintenance Failure:**

Claims of equipment or maintenance failure are always referred to as "alleged" failure until an inspection of suspect systems by qualified personnel verifies or denies such claims. The following steps are followed in instances of alleged equipment or maintenance failure:

1. If Operator alleges a failure, contact MV Risk Management immediately.
2. Arrange to have vehicle towed to nearest MV division or area where vehicle can be secured. Do not let vehicle be driven.
3. Secure vehicle. Don't let anyone tamper with vehicle, including MV personnel.
4. Call MV Risk Management to direct investigation activity.
5. MV Risk Management will set up inspection with manufacturer's representative, expert (if applicable), and MV personnel.
6. Notify and coordinate inspection with field personnel.
7. Assist in the inspection of vehicle at formal inspection.
8. Send complete maintenance file on vehicle to MV Risk Management.
9. Send Operator's logs/time sheets to MV Risk Management.
10. Print electronic control module data and send to MV Risk Management.
11. Risk Management ensures Drive Cam event (if applicable) is obtained.

**15. Stolen MV Vehicle.**

- A. General Manager/Dispatcher immediately reports loss to MV Risk Management.
- B. General Manager/Dispatcher immediately reports the loss to local police authorities. Direct the police authorities to enter the stolen vehicle on the NCIC. Note: If vehicle is ultimately recovered, General Manager/Dispatcher immediately reports recovery to local police authorities, and directs them to remove from the NCIC; and General Manager/Dispatcher immediately reports recovery to MV Risk Management.
- C. General Manager obtains a copy of police report and faxes it to MV Risk Management.
- D. Instruct MV Operators on the following: a) If anyone tries to take a vehicle, let them have it. Do not get into an altercation with them. b) If a vehicle is taken or is missing, immediately phone MV Risk Management.

	<p>c) Report any suspicious activity to General Manager/Dispatcher.</p> <p>E. Depending on the circumstances regarding the missing vehicle, MV Risk Management may notify FBI, appropriate state Highway Patrol, FTA, and Federal DOT.</p> <p><b>16. <u>Break-Ins and other Property Losses.</u></b></p> <p>A. General Manager/Dispatcher immediately reports loss to MV Risk Management.</p> <p>B. General Manager/Dispatcher immediately reports loss to local police authorities.</p> <p>C. General Manager obtains a copy of police report and faxes it to MV Risk Management.</p> <p><b>17. <u>Post-Loss Procedures, Reports, and Correspondence.</u></b></p> <p>A. General Manager forwards all correspondence relating to an incident/loss to MV Risk Management. General Manager identifies the correspondence to MV Risk Management by indicating the Operator's name and the date of the loss.</p> <p>B. If lawsuit papers are received, General Manager immediately telephones MV Risk Management at (866) 665-1426. General Manager forwards the papers via overnight mail to: EVP, c/o MV Risk Management, 2024 College Street, Elk Horn, IA 51531, with a memo stating the person served and the date and time of service. The EVP of Risk Management can also be reached by telephone at (712) 764-3720.</p> <p><b>18. <u>Post-Accident Alcohol and Controlled Substances Testing</u></b></p> <p>a. <b>Fatal Accidents:</b> As soon as practicable following an accident involving the loss of human life, an employer shall conduct drug and alcohol tests on each surviving covered employee operating the transit vehicle at the time of the accident. The employer shall also drug and alcohol test any other covered employee whose performance could have</p>
--	--

	<p>contributed to the accident, as determined by the employer using the best information available at the time of the decision.</p> <p>b. <b>Non-Fatal Accidents:</b> As soon as practicable following an accident not involving the loss of human life in which a transit vehicle is involved, the employer shall drug and alcohol test each covered employee operating the transit vehicle at the time of the accident unless the employer determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident. The employer shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.</p> <p>c. <b>"Accident" Definition:</b> "Accident" means an occurrence associated with the operation of a vehicle (<u>including operation of its lift</u>), if as a result:</p> <ul style="list-style-type: none"> <li>• A Fatality; or</li> <li>• An individual suffers bodily injury and immediately receives medical attention away from the scene of the accident; or</li> <li>• With respect to an occurrence in which the transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or</li> <li>• with respect to an occurrence in which the transit vehicle involved is a rail car, trolley car, trolley bus, or vessel, the transit vehicle is removed from operation.</li> </ul> <p>d. <b>MV Division Management coordinates/arranges post-accident testing.</b> If reasonable suspicion is suspected, all reasonable suspicion testing guidelines will be followed.</p> <p>e. <b>Test Results Obtained.</b> Test results are obtained by Elk Horn Qualification and reported to MV Division Management, or vice versa. General Manager</p>
--	---

	contacts MV Management concerning disposition of Operator.	
<b>Effective Date</b>		
<b>Review Date</b>		
<b>RELATED TOPICS</b>		
<b>FORMS</b>		
<b>BRIDGES ENDORSEMENT</b>		Date:
<b>APPROVED BY</b>		Date:

		MV Safety OneDrive Upload Procedures			
Distribution:		Safety Managers			
Category:		OneDrive	Section No.:		
Author	By:	Shane Shelton	Approval	By:	
	Date:	8/16/2016		Date:	
Email:		Shane.shelton@mvtransit.com		Status: (active, inactive, pending)	PENDING
Revision Date:		8/18/2016			

**PLEASE NOTE:** *Any changes to this document will require manager-level approval*

#### 1.0 PURPOSE:

To give safety manager instructions on how to upload videos, photos and documents to the Claims Department via Microsoft OneDrive

#### 2.0 RESPONSIBLE PARTIES:

MV Infrastructure Team

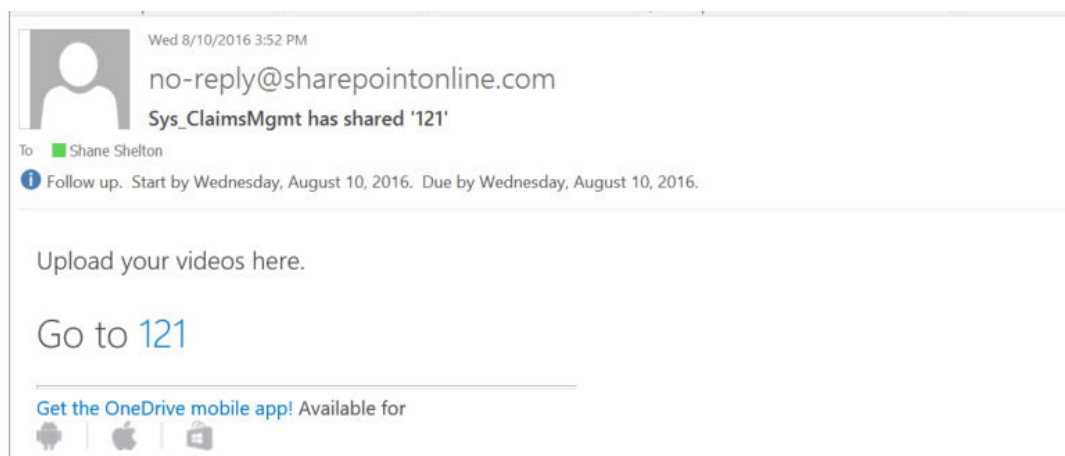
#### 3.0 PROCEDURE INFORMATION:

##### User Provisioning (for the Claims Team Only):

1. The IT Infrastructure team will get a ticket from the Auto Claims Manager requesting that a user be given access to a divisional folder via the Help Desk.
2. The user will be provisioned according to the tickets directions.
3. The same process will be used for user moves and deletions.

##### End User Access Instructions:

1. Upon successful provisioning of the end user's account, the end user will receive an email from [no-reply@sharepointonline.com](mailto:no-reply@sharepointonline.com) with the Subject of "Sys\_ClaimsMgmt has shared 'Division Number'"



2. The end user can click the "Division Number" hyperlink in the email body to go to the One Drive Login page. The example above shows you'd click the blue "121" number in the body of the email for Division 121.
3. This will take you to a sign-on page with your default browser. MV IT recommends you use Internet Explorer or Google Chrome of the best results.



Work or school, or personal Microsoft account

Email or phone
Password

☐ Keep me signed in

Sign in

[Can't access your account?](#)

Don't have an account assigned by your work or school?

[Sign in with a Microsoft account](#)

4. To sign in, use your MV Transportation email address: [firstname.lastname@mvtransit.com](mailto:firstname.lastname@mvtransit.com). If your name is John Doe, your email will be [john.doe@mvtransit.com](mailto:john.doe@mvtransit.com). Once you've entered your email address into the email field, your browser will redirect you to the MV Transportation Office 365 login page as seen below.



Sign in with your organizational account

shane.shelton@mvtransit.com

Password

Sign in

5. Your email address will already be populated, just enter your domain password. This is the same password you use to log into your MV desktop or laptop. Click Sign in.
6. This will then take you to the OneDrive folder you have access to. You will notice if you click outside of your folder, you will receive access denied messages. You will **ONLY** have access to the division you were assigned by the Auto Claims Manager.

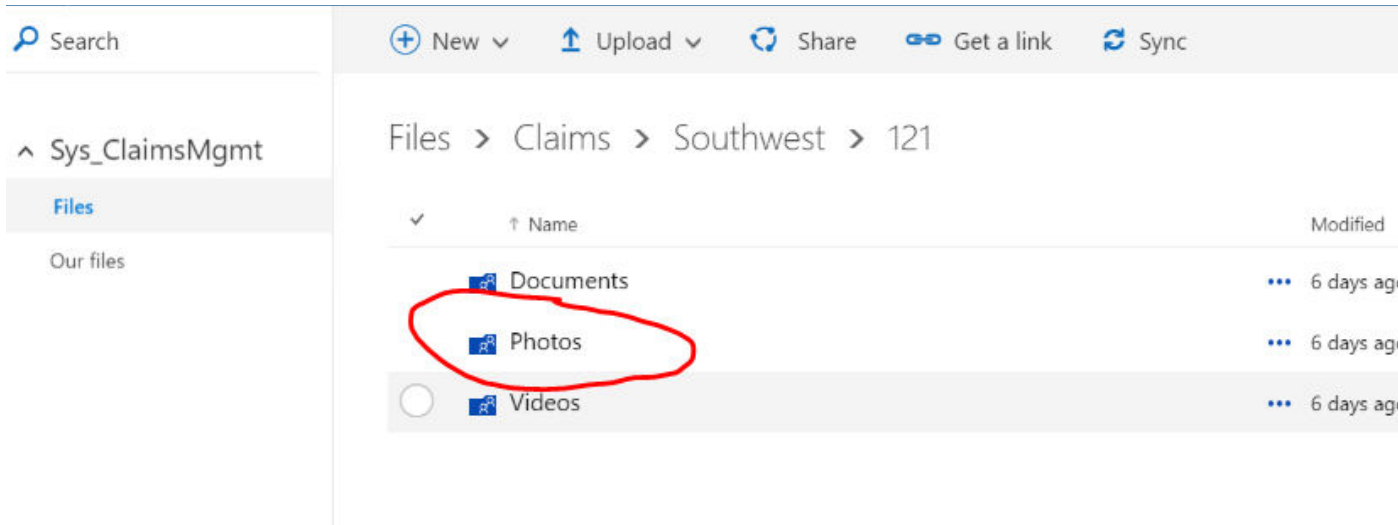
The screenshot shows a web browser window with the URL [https://mvtransit-my.sharepoint.com/personal/sys\\_claimsmgmt\\_mvtransit\\_onmicrosoft\\_com/\\_layouts/15/onedrive.aspx?e=5%3ae1d00f9d73cb459b9774ac370f5e](https://mvtransit-my.sharepoint.com/personal/sys_claimsmgmt_mvtransit_onmicrosoft_com/_layouts/15/onedrive.aspx?e=5%3ae1d00f9d73cb459b9774ac370f5e). The browser tabs show 'MV', 'Misc', 'Personal', 'APC Management Ca', and 'Authenticating APC N'. The OneDrive interface has a top bar with 'Office 365' and 'OneDrive'. Below this is a search bar and a navigation pane on the left with 'Sys\_ClaimsMgmt' expanded, showing 'Files' and 'Our files'. The main area shows a breadcrumb path 'Files > Claims > Southwest > 121'. Below the path is a table with columns: Name, Modified, Modified By, File Size, and Sharing. The table lists three folders: Documents, Photos, and Videos, all modified 6 days ago by 'Sys\_ClaimsMgmt' and marked as 'Shared'. At the bottom of the table is the text 'Drag files here to upload'.

Name	Modified	Modified By	File Size	Sharing
Documents	6 days ago	Sys_ClaimsMgmt		Shared
Photos	6 days ago	Sys_ClaimsMgmt		Shared
Videos	6 days ago	Sys_ClaimsMgmt		Shared

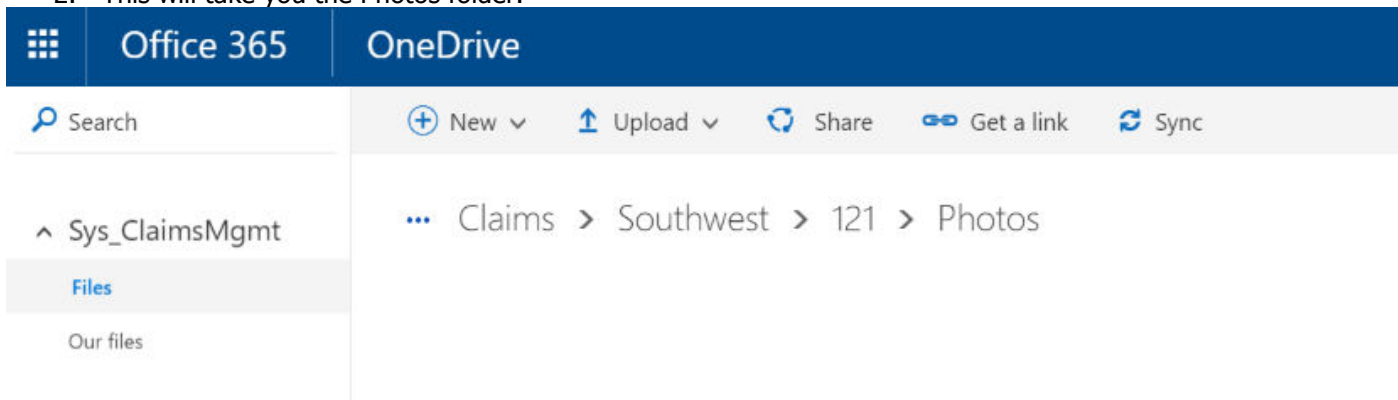
7. From here you can open the folders you would need to upload into. Further instructions on uploading files are below. You can bookmark the page you accessed in step 6 to streamline logging in the future.

### Uploading Files:

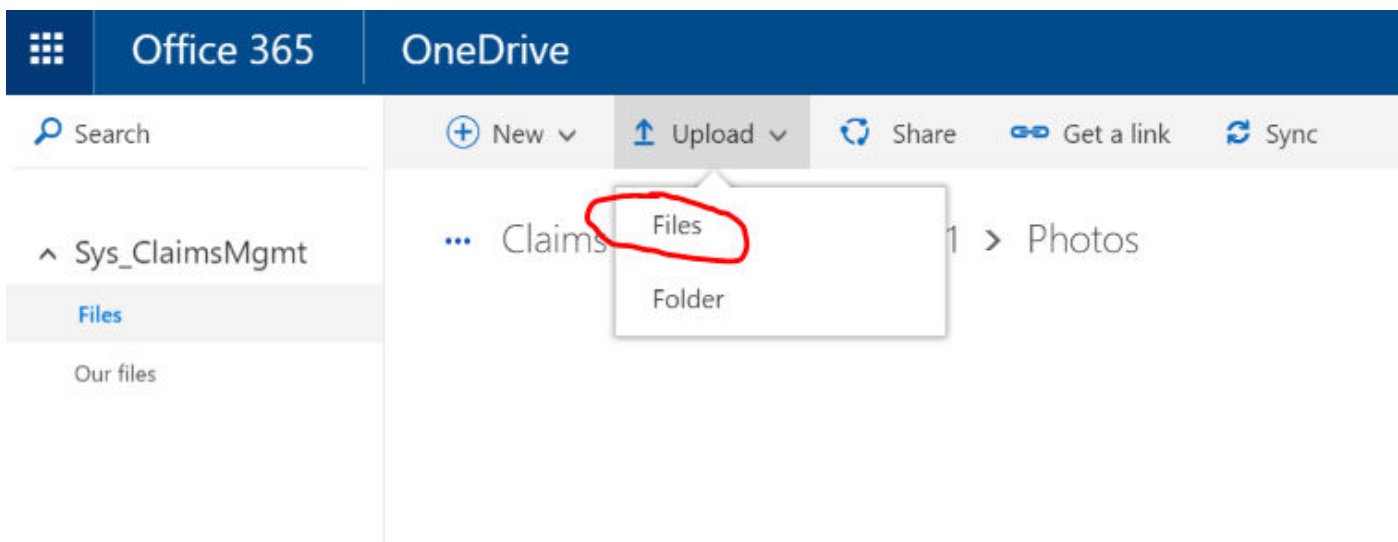
1. Once you've completed Steps 1 – 7 above under the "End User Access Instructions", you can now start to upload files. To do so, click the folder you want to upload to (in this example we'll use a photo upload). Click on the Photos Folder.



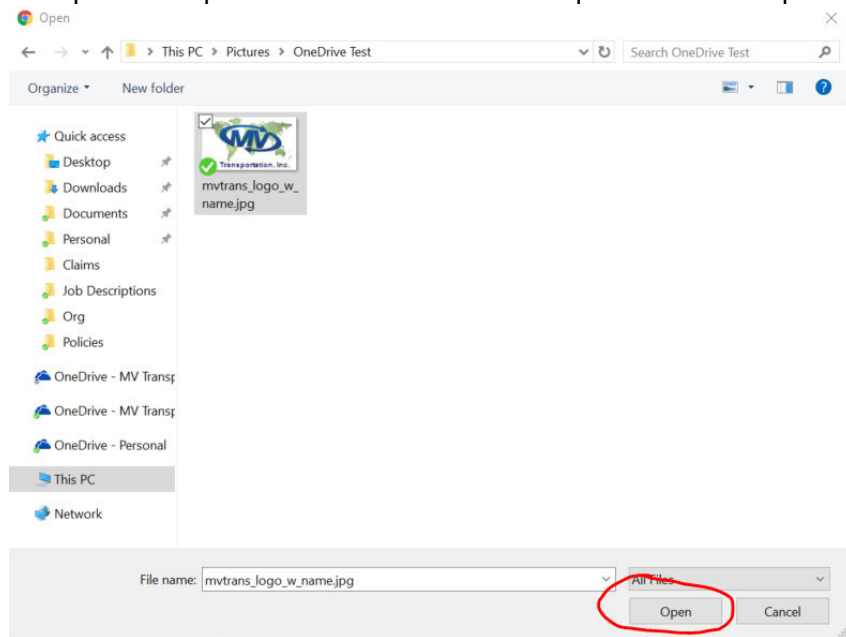
2. This will take you the Photos folder.



3. To upload a photo, click Upload -> Files



4. Browse to the location on your computer of the file you want to upload. In this example, we are uploading the one MV logo picture. Click on the file(s) you want to upload, you can upload multiple if need be at a time. Click Open to start the upload.



5. Your file will then upload into the folder you were in before you clicked the Upload -> Files button in step 3. We were in the Photos folder in this example, so the file uploaded into the Photos folder. If you want to upload a Video, start from the Videos folder and the same for the Documents folder.
6. That's it. You've now uploaded a file to Claims for review.

### Labeling Uploaded Documents to OneDrive:

Please prefix all documents uploaded into OneDrive with the following coding. Please note that all photos need to be saved on a Word document. Then uploaded to OneDrive with the proper label; Pic – M16XXXX or Pic – "Ref Number". The MV claimant number is provided on the Daily Incident Report or Weekly Incident Report.

1. Division Reports – DR-M166403 or DR-CG122
2. Police Report – PR-M166403 or PR-CG122
3. Photos – Pic-M166403 or Pic-CG122
4. Estimate – Est-M166403 or Est-CG122
5. Letter – Ltr-M166403 or Ltr – CG122
6. Video – Video-M166403 or Video-CG122
7. Invoice – Inv-M166403 or Inv-CG122
8. Tender – Tender-M166403 or Tender-CG122

### 4.0 REFERENCE DOCUMENTATION:

"MV" is to be understood as MV Transportation and/or its affiliated companies (collectively "Company").

**5.0 DOCUMENT CHANGE LOG:**

<b>Version</b>	<b>Date</b>	<b>Author</b>	<b>Change Description</b>
<b>1.0</b>	8/16/2016	Shane Shelton	Original draft
<b>1.1</b>	8/18/2016	Shane Shelton	Added Coding
<b>1.2</b>	12/20/2016	Shane Shelton	Added photo saving wording under labeling

## MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

*General policies of MV Transportation, Inc. are issued from time to time and are designed to provide direction to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the approval of the Chief Executive Officer, and the endorsement of the Bridges Committee.*

<b>Policy #</b>	<b>Safety Policy S-37</b>
<b>SUBJECT</b>	<b>New Driver Assessment / Validation</b>
<b>POLICY</b>	<p><b>SCOPE:</b> This policy applies to all employees of MV Transportation, Inc. who operate buses or other revenue vehicles.</p> <p><b>PURPOSE:</b> To ensure new drivers are operating their vehicles in accordance with MV's standards of safe driving performance</p> <p><b>POLICY:</b> It is the policy of the Company that all new driver hires shall receive a formal and thorough evaluation of their driving skills and a safety performance review/assessment at 45 days and 75 days from their date of hire.</p> <p><b>PROCEDURES:</b></p> <ol style="list-style-type: none"><li>1. Complete a SF-3 (Driver Safety Profile and Record Summary) Form for each new driver in advance of the meeting with the driver.</li><li>2. Review DriveCam history/trends and overall safety record, in detail, with driver. Identify areas of "need improvement" or "good performance".</li><li>3. Conduct a thorough "Road Test" on each new driver and document on Form SF-1. Road Test shall be conducted by a certified BTW or other qualified individual (BTW is preferred).</li><li>4. The intent of the road test is to verify that the driver is operating the vehicle in accordance with our safe-driving performance standards (the standards taught in the driver training school and outlined in both the Student Guide and BTW manual).</li><li>5. Should the record review or the Road Test indicate areas of weakness and the need for additional training, the driver shall be scheduled for a full refresher training session addressing these areas within 10 days of this 45/75 day review.</li><li>6. Should a driver "fail" his/her "75-day" assessment, the Division General Manager, in coordination with the Area Safety Director, shall make a decision whether to retain and retrain the driver or take other administrative actions, up to and including separation from the Company.</li></ol> <p>These formal driver skills assessments shall be performed at the 45 day and 75 day timeframe. <u>Note: It is critical that this final "75 day" assessment be completed before the end of the driver's "90 day probationary" period.</u></p>

	<p>The intent of the process is to ensure all new drivers properly apply and execute the defensive driving standards they were taught in their Driver Training School courses and apply them properly during the course of their work.</p> <p>Any exception to this policy must be approved by both the Regional Vice President and the VP of Safety for the division. The Sr. VP of Safety shall be the final decision maker in cases of non-concurrence.</p>	
<b>Effective Date</b>	July 1, 2010	
<b>Review Date</b>		
<b>RELATED TOPICS</b>		
<b>FORMS</b>		
<b>BRIDGES ENDORSEMENT</b>	Jack Hempstead	Date:5/7/10
<b>APPROVED BY</b>	Kevin Klika	Date: 6/23/10

## MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

*General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer, and the endorsement of the Bridges Committee.*

<b>Policy #</b>	<b>Safety Policy S-39</b>
<b>SUBJECT</b>	Location Safety Committees
<b>SCOPE:</b>	This policy shall apply to all operating divisions and facilities of the Company with more than 10 employees
<b>POLICY</b>	<p>A Location Safety Committee (LSC) will be required and established at each division facility with more than 10 employees. Safety committees are not only a proven best safety practice, but are also required by State and Federal regulations.</p> <p>The primary function of the committee is to work as a team in creating and maintaining a safe work environment for fellow employees and helping with system safety and security at the division. The LSC is also responsible hazard reduction and hazard resolution.</p> <p><b>Committee Members:</b> The LSC shall be headed by either the Division's General Manager or Safety Manager and should be made up in equal numbers of member of management and hourly staff. A committee should not exceed 10 members.</p> <p>An example of a LSC membership is below:</p> <ul style="list-style-type: none"> <li>• General Manager</li> <li>• Safety Manager</li> <li>• Staff Person (Assistant Manager, Clerk, Dispatcher, etc.)</li> <li>• Maintenance representative (required if maintenance performed at division)</li> <li>• Drivers representatives (number of drivers should not exceed one driver per 25 vehicles)</li> </ul> <p>It is recommended that staff and maintenance members</p>

of the review board voluntarily serve one-year terms commensurate with the MV Transportation budget year. However, the General Manager and the Safety Manager are required positions on the committee.

**Meetings:** It is recommended that the Manager leading committee meetings establish the appropriate time and frequency for Safety committee meetings to fit the schedules and needs of the division. The committee should meet once a month at a minimum however less frequent meetings (i.e.: bi-monthly or quarterly) are allowed for divisions with less than 20 employees. At locations where vehicle incidents or workers' compensation frequency is high, the committee should meet more often than the minimum requirements (i.e.: bi-weekly). Agenda topics should include review of unsafe acts or conditions found at the facility, a review of DriveCam trends and most frequent violations, a review of incidents or "near misses" involving vehicle operations, equipment or employee injuries, as well as a review of old and new business.

**LSC Committee activities:** The committee should provide input/ideas to ensure a safe work environment is established and maintained. Employees exhibiting safe work habits will be identified and reported to the committee. The committee will determine the manner in which safe practices or behavior should be recognized at the facility. All unsafe conditions will be reported to the manager/supervisor and the committee will determine or recommend remedial/corrective action. The committee will encourage fellow employees to work in a safe manner, provide input/ideas for safety posters/messages at the workplace, and promote a safe work environment through input/ideas for safety topics at monthly safety meetings.

**Other specific safety and security-related tasks of the LSC are as follows:**

- Coordinate safety activities of the division.
- Meet to evaluate and resolve safety issues at the division level.
- Conduct special meetings as necessary at the request of Management.
- Compile pertinent location safety data to identify and assess operational risk.
- Review DriveCam trends and pertinent events/clips

	<ul style="list-style-type: none"> <li>• Review repeater trends/behavior and determine appropriate countermeasures to improve driving behaviors.</li> <li>• Perform analyses to identify safety problems related to maintenance activities.</li> <li>• Use Committee consensus to develop hazard resolutions.</li> <li>• Review facility action plan for currency</li> <li>• Coordinate and plan at least one annual emergency preparedness and fire drill.</li> </ul>	
<b>Effective Date</b>		
<b>Review Date</b>		
<b>RELATED TOPICS</b>		
<b>FORMS</b>		
<b>BRIDGES ENDORSEMENT</b>		Date:
<b>APPROVED BY</b>		Date:



<b>LOCATION: 581 CORONA</b>	<b>DATE:</b>
-----------------------------	--------------

SAFETY MANAGEMENT PRACTICES	Yes	No	N/A	Comments
Maintains MVT standardized Accident Log updated and current				
Performs New Hires 45/75 day assessments as required				
Division's instructors (class and BTW) are properly ICP certified				
Division utilizes the standard MVT training program (AVATAR)				
Division follows minimum training program requirements (hours, protocols, materials, etc.)				
Division manages DriveCam Program per DC Program Management Plan				
➤ # Vehicles Out Of Service				
➤ # Vehicles Overdue for Download				
➤ # DC events overdue for coaching/retraining				
Division follows disciplinary requirements outlined in Handbook/CBA				
Safety Meetings attendance tracked and documented on Form SF-6 and filed				
Drivers retrained per Safety Retraining Policy (Policy #12)				
<b>Exterior</b>				
Are exterior lights functioning properly?				
Landscaping well maintained				
Trash not overflowing from dumpster				
Park lot free of debris				
Park lot in good repair and free of trip hazards				
Building and fencing free of graffiti				
Does fuel island have spill kit (if applicable)				
Is fuel island free of leaks (if applicable)				
Fuel hose hung properly (if applicable)				
Fuel nozzle trigger lock removed (if applicable)				
<b>Vehicles</b>				
Exterior of vehicle clean (wheels, windows ect)				
Interior free of trash, debris and graffiti				
DVIs properly filled out				
Current insurance and registration located in vehicle				
<b>Maintenance Area</b>				
Is Facility clean?				
Is the maintenance floor clear of free oil spills or slick spots?				
Are maintenance personnel wearing safety glasses?				
Is proper footwear being worn?				
Are all machinery fitted with proper guards?				
Electrical cords intact and free of cuts/repair?				
Electrical Panels / Breaker Boxes have unobstructed access				
Electrical Panels / Breaker Boxes have not been modified and have no uncovered openings.				
Inventory stored properly and organized				
Are hoses rolled up when not in use?				
Are Lockout/Tagout procedures in place?				
Is waste area clean and orderly?				
Are aerosol cans stored in fire proof cabinets?				
Are oily rags disposed of in their proper container (covered metal waste cans)?				
Are safety glasses for visitors provided in accessible an area?				
Are all facility/shop lights operational and functional?				
Are exits properly marked?				
Is first aid kit properly stocked?				
Eyewash installed and inspected monthly				
Electrical panel area free of clutter (3x3)				
Are facility / shop areas free of "trip & falls" hazards?				
Are all storage drums covered and labeled?				
Are all air / water hoses clean, free of defects and properly stored?				
Are all drop lights clean, serviceable, and properly stored?				





## Driver Skills Evaluation and Refresher Training Form

<b>Driver Name (print):</b>		<b>Employee Number:</b>	<b>Start Time:</b>	<b>Date of Accident/Incident:</b>
			<b>Stop Time:</b>	
<b>Reason for Refresher (Check one)</b>	<b>Post Accident</b>	<b>Road Check</b>	<b>Division Name &amp; Div. #</b>	<b>Date of Refresher:</b>
	<b>Return to Work</b>	<b>45/90 Day Follow up (New Hires)</b>		<b>Instructor Name (print):</b>
	<b>Drive Cam</b>	<b>Other:</b>		
<b>Driver License #</b>	<b>CDL (Y/N)</b>	<b>Class</b>	<b>State</b>	<b>Expiration Date</b>
<b>D.O.T. Medical Card Exp. Date</b>			<b>Vehicle / Bus Type &amp; Model</b>	
<b>S = Satisfactory      U = Unsatisfactory      N/A = Strike through boxes</b>				

Pre-Trip/Post	S	U	Intersections	S	U	Backing	S	U	Look Around	S	U
DVI	<input type="checkbox"/>	<input type="checkbox"/>	Mirror Use	<input type="checkbox"/>	<input type="checkbox"/>	Mirror Use	<input type="checkbox"/>	<input type="checkbox"/>	Observes Speed Limit	<input type="checkbox"/>	<input type="checkbox"/>
Interior	<input type="checkbox"/>	<input type="checkbox"/>	Turn Signal Use	<input type="checkbox"/>	<input type="checkbox"/>	Activate 4-Way Flasher	<input type="checkbox"/>	<input type="checkbox"/>	Speed for Conditions	<input type="checkbox"/>	<input type="checkbox"/>
Brake Check	<input type="checkbox"/>	<input type="checkbox"/>	Approach/Lane Position	<input type="checkbox"/>	<input type="checkbox"/>	Use Horn - 2 X Prior	<input type="checkbox"/>	<input type="checkbox"/>	Takes in Whole Scene	<input type="checkbox"/>	<input type="checkbox"/>
Exterior	<input type="checkbox"/>	<input type="checkbox"/>	Speed on Approach	<input type="checkbox"/>	<input type="checkbox"/>	Utilizes Assistance	<input type="checkbox"/>	<input type="checkbox"/>	Aware of Hazards	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Equipment	<input type="checkbox"/>	<input type="checkbox"/>	Blocks Turns	<input type="checkbox"/>	<input type="checkbox"/>	Checks for Obstacles/	<input type="checkbox"/>	<input type="checkbox"/>	Obeys Signs/Signals	<input type="checkbox"/>	<input type="checkbox"/>
Mirrors/Glass	<input type="checkbox"/>	<input type="checkbox"/>	Pedestrian Awareness	<input type="checkbox"/>	<input type="checkbox"/>	Walk Around	<input type="checkbox"/>	<input type="checkbox"/>	Yields Right of Way/Ped.	<input type="checkbox"/>	<input type="checkbox"/>
Lights	<input type="checkbox"/>	<input type="checkbox"/>	Left Turns	<input type="checkbox"/>	<input type="checkbox"/>	Backs Only When	<input type="checkbox"/>	<input type="checkbox"/>	Checks Mirrors Prior and	<input type="checkbox"/>	<input type="checkbox"/>
Gauges / Horn	<input type="checkbox"/>	<input type="checkbox"/>	Right Turns	<input type="checkbox"/>	<input type="checkbox"/>	Necessary	<input type="checkbox"/>	<input type="checkbox"/>	After	<input type="checkbox"/>	<input type="checkbox"/>
Tires	<input type="checkbox"/>	<input type="checkbox"/>	Mirror Scan	<input type="checkbox"/>	<input type="checkbox"/>	Straight Line Backing	<input type="checkbox"/>	<input type="checkbox"/>	Checks Restricted	<input type="checkbox"/>	<input type="checkbox"/>
Oil Leaks	<input type="checkbox"/>	<input type="checkbox"/>	Points Out Hazards	<input type="checkbox"/>	<input type="checkbox"/>				Vision Areas/Off Track	<input type="checkbox"/>	<input type="checkbox"/>
Seats	<input type="checkbox"/>	<input type="checkbox"/>	Covers Brakes	<input type="checkbox"/>	<input type="checkbox"/>	<b>Leave Room</b>			Utilizes Reference	<input type="checkbox"/>	<input type="checkbox"/>
Wheelchair Secur'm't	<input type="checkbox"/>	<input type="checkbox"/>	Checks Left-Right-Left	<input type="checkbox"/>	<input type="checkbox"/>	Observes Speed Limit	<input type="checkbox"/>	<input type="checkbox"/>	Points	<input type="checkbox"/>	<input type="checkbox"/>
			Proper distance from curb	<input type="checkbox"/>	<input type="checkbox"/>	Ensure Space Cushion	<input type="checkbox"/>	<input type="checkbox"/>	"Rock and Roll" at turns	<input type="checkbox"/>	<input type="checkbox"/>
<b>Equipment Usage</b>			<b>Railroad Crossing</b>			Not Aggressive in Traffic	<input type="checkbox"/>	<input type="checkbox"/>	Intersections - pauses 3	<input type="checkbox"/>	<input type="checkbox"/>
Brakes	<input type="checkbox"/>	<input type="checkbox"/>	*Activates 4-Way Flasher	<input type="checkbox"/>	<input type="checkbox"/>	Stopping Distance, Judge	<input type="checkbox"/>	<input type="checkbox"/>	seconds before moving	<input type="checkbox"/>	<input type="checkbox"/>
4-Way Flashers	<input type="checkbox"/>	<input type="checkbox"/>	Open Side Window	<input type="checkbox"/>	<input type="checkbox"/>	Maintains Lane Positions	<input type="checkbox"/>	<input type="checkbox"/>	Pedestrian Awareness	<input type="checkbox"/>	<input type="checkbox"/>
Headlights On	<input type="checkbox"/>	<input type="checkbox"/>	Stops 15'-50' from Tracks	<input type="checkbox"/>	<input type="checkbox"/>	Smooth Starts/Stops	<input type="checkbox"/>	<input type="checkbox"/>	Other Motorists/Veh	<input type="checkbox"/>	<input type="checkbox"/>
Parking Brake Application and Release	<input type="checkbox"/>	<input type="checkbox"/>	Looks & Listens	<input type="checkbox"/>	<input type="checkbox"/>	Covers Brake	<input type="checkbox"/>	<input type="checkbox"/>	Bicyclists / Pedestrians	<input type="checkbox"/>	<input type="checkbox"/>
Mirror(s) Adjustment	<input type="checkbox"/>	<input type="checkbox"/>	Plans Ahead	<input type="checkbox"/>	<input type="checkbox"/>	Passing	<input type="checkbox"/>	<input type="checkbox"/>	Eyes/Head Moving	<input type="checkbox"/>	<input type="checkbox"/>
Seat Belt	<input type="checkbox"/>	<input type="checkbox"/>	Merges into Traffic	<input type="checkbox"/>	<input type="checkbox"/>	Initial Brake Depression	<input type="checkbox"/>	<input type="checkbox"/>	Checks Mirrors During	<input type="checkbox"/>	<input type="checkbox"/>
Steering Wheel (Push-Pull)	<input type="checkbox"/>	<input type="checkbox"/>				Ensures Clearance/	<input type="checkbox"/>	<input type="checkbox"/>	Survey/Scan While	<input type="checkbox"/>	<input type="checkbox"/>
Signal Lights	<input type="checkbox"/>	<input type="checkbox"/>	<b>Communicate</b>			Tailswing	<input type="checkbox"/>	<input type="checkbox"/>	Survey/Scan After	<input type="checkbox"/>	<input type="checkbox"/>
Transmission	<input type="checkbox"/>	<input type="checkbox"/>	Smooth Maneuver/Merge	<input type="checkbox"/>	<input type="checkbox"/>	Adjusts Driving for Night/	<input type="checkbox"/>	<input type="checkbox"/>	<b>Other</b>		
*Use only when applicable	<input type="checkbox"/>	<input type="checkbox"/>	Signals Properly	<input type="checkbox"/>	<input type="checkbox"/>	Restricted Vision	<input type="checkbox"/>	<input type="checkbox"/>	Wheelchair 4 pt. Tie Down	<input type="checkbox"/>	<input type="checkbox"/>
Use of Controls	<input type="checkbox"/>	<input type="checkbox"/>	Communication	<input type="checkbox"/>	<input type="checkbox"/>	Safe Lane Changes	<input type="checkbox"/>	<input type="checkbox"/>	Passenger Lap Belt	<input type="checkbox"/>	<input type="checkbox"/>
<b>General</b>			Use of Horn	<input type="checkbox"/>	<input type="checkbox"/>	<b>Look Ahead</b>			Proper Fare Handling	<input type="checkbox"/>	<input type="checkbox"/>
Log Procedures	<input type="checkbox"/>	<input type="checkbox"/>				Survey/Scan Far Ahead	<input type="checkbox"/>	<input type="checkbox"/>	Proper radio procedure	<input type="checkbox"/>	<input type="checkbox"/>
Accident Procedures	<input type="checkbox"/>	<input type="checkbox"/>				Choice of Lane	<input type="checkbox"/>	<input type="checkbox"/>	Driver appearance	<input type="checkbox"/>	<input type="checkbox"/>
						Anticipates Conflicts	<input type="checkbox"/>	<input type="checkbox"/>	Professional manner	<input type="checkbox"/>	<input type="checkbox"/>

**Driver Signature:**

**Instructor Signature:**

Comments:

<b>Safety Modules / DVDs Shown:</b>	<input type="checkbox"/>	Basics of Safety	<input type="checkbox"/>	Intersections	<input type="checkbox"/>	Accident/Emergency Procedure
	<input type="checkbox"/>	LLLC	<input type="checkbox"/>	Merging/Lane Change/Passing	<input type="checkbox"/>	Adverse Weather/Spec. Cond'ns
	<input type="checkbox"/>	Following Distance	<input type="checkbox"/>	Fatigue Management	<input type="checkbox"/>	Wheelchair Securement
	<input type="checkbox"/>	Backing Basics	<input type="checkbox"/>	Pedestrians/Bicycle Aware	<input type="checkbox"/>	Other:

# Bus Driver Annual Evaluation Form

## Bus Driver Information

<b>Driver's Name</b>		<b>Evaluator</b>	
<b>Corona (CCTS)</b>		<b>Date</b>	
<b>Type of Evaluation</b>	Check One: Announced <input type="checkbox"/> or Unannounced <input type="checkbox"/> Check One: Annual <input type="checkbox"/> or Ride-Along <input type="checkbox"/> or Follow <input type="checkbox"/> or with mystery evaluator <input type="checkbox"/>	<b>Year</b>	

## Ratings

	Meets Expectations	Needs Improvement	N/A
<b>1. Operates buses and vehicles in a safe and efficient manner at all times, including safe backing procedures.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>2. Obeys traffic laws including, but not limited to, using driver seat belt, obeying the speed limit, stopping at stop signs/lights, using turn signals and lights appropriately, and maintaining proper following distance.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>3. Crosses railroad tracks in accordance with the law and local procedure.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>4. Uses proper loading/unloading procedures in accordance with local procedure, and clearly communicates loading/unloading expectations and procedures to students (including correct 8-way lights and stop arm use).</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>5. Adheres to the dress code including proper footwear in accordance to local policy.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>6. Understands and abides by laws and local policies concerning visual, manual, and mental distracted driving.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>7. Reports all accidents and completes required duties and paperwork in accordance with local policy/procedure.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>8. Adheres to laws and local procedures regarding transporting only authorized riders, and riders exiting a stop other than their regular designated stop.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			

<b>9. Establishes and maintains a positive rapport with passenger/rider.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>10. Clearly and politely communicates rules/procedures/expectations to passengers/riders.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>11. Uses preventative measures to avoid misbehavior, and enforces rules. Addresses and ignores behaviors with good judgment. Addresses individual or group with good judgment. De-escalates situations by “picking battles” appropriately, speaking firmly/calmly, referring misbehaviors back to rules/procedures, and using an appropriate level of response.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>12. Assigns seats in accordance with local policy/procedure/supervisor suggestions.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>13. Maintains an acceptable attendance record in accordance to supervisor standards. Gives appropriate notice of requested leave and sub driver. Follows the regular route schedule as rigidly as conditions permit.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>14. Participates in evacuation drills (minimum of 2 a year).</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>15. Meets deadlines for paperwork (timesheets, route sheets, bus rolls, etc.) Willingly and actively participates in meetings and trainings.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>16. Maintains bus cleanliness in accordance to local policy/procedure. This includes ensuring the dash, aisle, floor, steps, emergency exit pathways, windows, and mirrors are clean and clear.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			
<b>17. Conducts and documents pre/post-trip assessments as required by law and local policy/procedure. Submits bus maintenance work orders appropriately in a timely manner. Maintains proper mirror positioning.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>			

18. Appropriately uses 2-way radio (or other form of communication) in accordance with local policy/procedure to communicate with schools, dispatch, and other drivers. All communication should meet the standard for professionalism and customer service.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	--------------------------

Comments:

19. Documents passenger/rider, or student misbehavior and incidents appropriately, and follows through with bus incident report forms when necessary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	--------------------------

Comments:

20. Ensures all necessary emergency policy, accident/incident forms, , bus work order forms, and emergency supplies (fire extinguisher, first aid kit, biohazard/liquids kit, safety reflectors) are kept up to date and on the bus per laws and local policy/procedure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	--------------------------

Comments:

## Evaluation

### ADDITIONAL COMMENTS

### PROGRESS TOWARDS LAST YEAR'S GOALS (IF APPLICABLE)

Check Current Level of Performance:

☐ Exceeds Expectations

☐ Meets Expectations

☐ Still Needs Improvement

List Previous Goal(s) and Evidence/Observations of Progress:

### GOAL(S) FOR UPCOMING YEAR (IF NECESSARY):

List Goal(s) for upcoming year:

## Verification of Review

By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.

Employee Signature		Date	
Supervisor Signature		Date	



# MV Transportation Drug and Alcohol Policy

Issue Date  
April 2018



## Table of Contents

Core Values Statement.....	4
1.0 Policy.....	5
2.0 Purpose.....	6
3.1 Applicability.....	6
4.0 Opportunities for Rehabilitation.....	7
5.1 Prohibited Drug Use.....	8
5.2 Prohibited Alcohol Use.....	8
6.0 Prohibited Conduct, Manufacture, Trafficking, Possession of Controlled Substances.....	9
6.1 Requirement to Submit to Drug and Alcohol Testing.....	10
6.2 Alcohol Use/Hours of Compliance.....	10
6.4 Refusal to Submit to a DOT Alcohol or Controlled Substance Test.....	10
6.6 Notify MVT of Criminal Conviction.....	11
7.0 Testing for Prohibited Substances.....	12
8.0 Types of Testing.....	13
8.1 Pre-Employment Testing.....	13
8.2 Reasonable Suspicion Testing.....	15
8.3 Post Accident Testing.....	16
8.4 Random Testing.....	17
9.1 Positive Alcohol Testing.....	17
9.2 Positive Drug Test.....	17
10.0 MRO Report of a Negative Dilute Specimen.....	18
11.0 Substance Abuse Professional.....	18
12.0 Training and Education.....	18
13.0 Employee Assistance and Community Service Hot-Line.....	19
14.0 Records, Confidentiality.....	19
15.0 System Contact.....	19
16.0 Local Authority.....	19
17.0 Revisions to the Policy and Program.....	19
18.0 Zero Tolerance Policy.....	19
Exhibit A.....	20
Exhibit B.....	21
Testing Procedures.....	22
Random Testing Procedures.....	23
Collection Procedures for All Tests.....	25
Shy Bladder Procedures.....	25
Reasonable Suspicion Testing Procedures.....	26
Post-Accident Testing Procedures.....	27
Information on Prohibited Drug Use and Alcohol Misuse.....	29
Acknowledgement of MV Transportation's Drug and Alcohol Testing Policy.....	35



## Drug and Alcohol Testing Core Values

Drug and alcohol abuse are the two most preventable behavioral disorders facing our society today. Drug abuse literally costs hundreds of billions of dollars alone in lost productivity, increased healthcare costs, accidents and theft. It is estimated that drug and alcohol abuse costs over a trillion dollars worldwide and growing.

MV Transportation, Inc. and its Subsidiaries are dedicated to providing safe, dependable, and economical service to its clients. MV Transportation's employees are our most valuable resource. It is our policy (1) to take appropriate action to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) to foster and maintain a drug and alcohol - free environment for all employees and patrons; (3) to prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to voluntarily seek professional assistance whenever personal problems, including alcohol or drug use, may adversely affect their ability to perform their assigned duties.

Drug testing not only saves businesses money, but it also saves lives. This is the backdrop that MV Transportation's Drug and Alcohol Compliance Department works in to promote a safe and ethical drug testing program that will be the standard of the industry. MV Transportation's Compliance Department is always looking for ways to improve the everyday challenges by using state of the art software and easy to follow testing instructions and forms, and a comprehensive collection site inspection tutorial for supervisors.

To achieve these goals and to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry, MV Transportation incorporates three integrated components:

- **Prevention through education and training**
- **Detection, deterrence and enforcement**
- **Treatment and opportunities for rehabilitation**

MV's purpose is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed using alcohol and prohibited drugs. MV is surrounded by an extraordinary Board of Directors, Executive Committee and professional staff who support and promote a safe and drug free environment in which we all live and work.

In accordance with the U.S. Department of Transportation and the  
Federal Transit Administration Regulations  
(49 CFR Parts 40, 655, and 382)  
**MV TRANSPORTATION, INC.**

**SUBSTANCE ABUSE POLICY**

**1.0 Policy**

MV Transportation, Inc. and its Subsidiaries (MV Transportation) are dedicated to providing safe, dependable, and economical service to its clients. MV Transportation's employees are our most valuable resource. It is our policy (1) to take appropriate action to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) to foster and maintain a drug and alcohol - free environment for all employees and patrons; (3) to prohibit the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances; and (4) to encourage employees to voluntarily seek professional assistance whenever personal problems, including alcohol or drug use, may adversely affect their ability to perform their assigned duties.

To achieve the goal of a substance-free workplace, this policy incorporates three integrated components:

**Prevention through education and training:**

Education and training will communicate and clarify this policy to all employees, assist employees in recognizing substance abuse problems and in finding solutions to those problems.


**Detection, deterrence and enforcement:**

Federal regulations require that effective January 1, 1995, all safety - sensitive employees will be subject to reasonable suspicion, post accident, random, return to duty and follow up drug and alcohol testing. Applicants for safety sensitive positions will not be eligible for those positions unless they pass a pre-employment drug test.

**As a "zero tolerance" employer, any positive drug or alcohol or refusal to tests will result in a termination of employment.**

**Treatment and opportunities for rehabilitation:**

Alcohol and drug abuse are recognized as diseases that can be treated. MV Transportation promotes a voluntary rehabilitation program to encourage employees to seek professional assistance prior to testing positive for drugs or alcohol, without fear of discipline.

Approved: 

**Kevin Jones, CEO**  
**MV Transportation, Inc. and its Subsidiaries**

Date: April 1, 2018

## **2.0 Purpose**

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the use of alcohol and use of prohibited drugs (as defined below). This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry.

The Federal Transit Administration (FTA) and the Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation have enacted 49 CFR (Code of Federal Regulations) Parts 655 and 382, which mandate urine drug testing and breath alcohol testing for employees performing safety-sensitive functions. These regulations also prevent performance of safety-sensitive functions when there is a positive test result or a test refusal. The U.S. Department of Transportation (DOT) has also adopted the revised version of 49 CFR Part 40 as amended, which outlines procedures for transportation workplace drug and alcohol testing programs. This Policy incorporates these federal requirements for employees performing safety-sensitive functions, as well as other provisions.

In addition, DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. California passed a similar version of the federal law, the Drug-Free Workplace Act of 1990 (Gov't Code § 8350 et seq). This policy reiterates the requirements of the federal regulations; these requirements will be in *Italics*. Portions of this policy marked in **bold** are not necessarily FTA-mandated but reflect MV Transportation employment policy (this does not include policy headings).

If any provision of an existing MVT policy, rule or resolution is inconsistent or in conflict with any provision of this policy or the DOT/FTA rules, this policy and the DOT/ FTA rules shall take precedence; if any provision of this policy is inconsistent or in conflict with the DOT/ FTA rules the DOT/ FTA rules shall take precedence.

## **3.0 Applicability**

### **3.1 Safety-Sensitive Employees**

This policy applies to all safety-sensitive MV Transportation employees, including paid part time employees who perform or could be called upon to perform any transportation related safety-sensitive function, and this includes off-site lunch periods or breaks when an employee is scheduled to return to work.

A safety-sensitive function is any of the following duties:

- 1) The operation of a transportation revenue service vehicle even when the vehicle is not in revenue service.

- 2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- 3) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.
- 4) Controlling the movement of a revenue service vehicle and
- 5) Carrying a firearm for security purposes. (Not applicable to MVT)
- 6) Volunteers are considered a covered employee if; 1) they are required to hold a commercial driver's license to operate the vehicle; or 2) if the volunteer receives re-numeration in excess of their actual expenses incurred while engaged in the volunteer activity.

(For a description of job categories - See Exhibit B)

### **3.2 Contractors**

Contractors who perform any of the safety-sensitive functions described in this policy for MVT will be subject to the same requirements as safety-sensitive MVT employees.

### **3.3 Non-Safety Sensitive Positions**

**All MVT employees are subject to the provisions of the Drug-Free Workplace Act of 1998. Visitors, vendors and contracted employees on MVT premises will not be permitted to conduct transportation business if found to be in violation of this policy.**

## **4.0 Opportunities for Rehabilitation (MVT Policy)**

To promote a drug and alcohol-free workplace, this policy includes a rehabilitation program that allows employees to voluntarily come forward to request rehabilitation.

### **4.1 Voluntary Rehabilitation (MVT Policy)**

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable cause, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the General Manager or the Human Resource Department, who will refer the individual to the company's Employee Assistance Program and/or a Substance Abuse Counselor for a Non-DOT evaluation and treatment. Voluntary self-referral commits the employee to a therapeutic process. Confidentiality of the employee will be protected. The Counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. When an employee voluntarily refers her or himself for treatment, the employee may be eligible for sick leave and disability benefits. Employees will be allowed to take accumulated vacation time or may be eligible for unpaid time off to participate in any prescribed rehabilitation program. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

#### **4.2 While Undergoing Treatment (MVT Policy)**

Any covered employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program is completed. The employee will be placed on an unpaid leave of absence for maximum of 30/60 days to allow time for completion of the treatment/rehabilitation program. Proof of completion must be provided in writing by a valid professional. The employee will be required to pass a Non-DOT drug and alcohol test before he/she can perform a safety-sensitive function.

\*MV shall make every effort to place the employee back in his/her position upon returning to work. However, an employee's commitment to undergo rehabilitation treatment does not guarantee that the employee's job will be available upon return.

#### **4.3 Cost of Rehabilitation (MVT Policy)**

All associated costs for treatment are the sole responsibility of the employee.

#### **4.4 Returning to Work after Treatment (MVT Policy)**

All employees who successfully complete prescribed treatment and can return to work will be subject to unannounced Non-DOT follow-up testing as prescribed by doctor/counselor.

### **5.0 Prohibited Behavior and Conduct**

"Prohibited substances" addressed by this policy include the following:

#### **5.1 Prohibited Drug Use**

FTA regulations specifically prohibit the use of the following illegal, prohibited substances and require testing for their presence under certain circumstances: Marijuana, Amphetamines, Opioids, Phencyclidine (PCP) and Cocaine ("Prohibited Drugs") - Safety-sensitive employees may be tested for prohibited drugs at any time while on duty or **on MVT property**.

#### **5.2 Prohibited Alcohol Use**

The consumption of beverages containing alcohol, or substances including any medication such that alcohol is present in the body while performing safety sensitive duties or transportation business, are prohibited. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)

### **5.3 Legal Drugs (MVT Policy)**

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected **MUST** be reported to supervisory personnel. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

Any time an employee comes forward about a medication that he/she is taking the information must be forwarded to the Director of the Compliance Department for clarification and review. The Compliance department will then consult with the Medical Review Officer (MRO) to determine if the medication is appropriate to take while performing a safety-sensitive function.

A legally prescribed drug means that the employee has a prescription or other written approval (in his/her name) from a physician for the use of a drug during medical treatment. The misuse of legal drugs while performing a safety-sensitive function is prohibited at all times.

If the MRO determines that the medication being taken is not appropriate to take while performing a safety-sensitive function the employee will remain off duty until the issue is cleared by the MRO.

To continue performing a safety-sensitive function the employee taking the medication will be required to provide the following:

A written letter from the prescribing physician stating the patient's name, the name of the substance, the period of authorization and a statement that the medication will not adversely affect the employee's performance to drive or perform his/her safety sensitive function and that the employee may continue to perform his/her safety-sensitive function while taking such medication. The letter must be signed and dated by the physician and the letter will be provided to the MRO for final approval.

### **6.0 Prohibited Conduct. Manufacture, Trafficking, Possession, and Use of Controlled Substances**

*The manufacture, distribution, dispensation, possession, or use of controlled substances in the workplace is prohibited. A "controlled substance" is any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812), and as further defined by 21 CFR 1300.11-1300.15. Any employee engaging in the manufacture, distribution, dispensation, possession or use of a controlled substance on MVT premises will be subject to disciplinary action, up to and including termination and/or will be required to complete a drug abuse assistance or rehabilitation program. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.*

## **6.1 Requirement to Submit to Drug and Alcohol Testing**

MVT shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 and the FMCSA regulations Part 382 to submit to post-accident, random, and reasonable suspicion drug and alcohol test- and to a pre-employment drug test- as described in this policy. MVT shall not permit any employee who refuses to submit to such tests to perform or continue to perform any safety-sensitive functions.

## **6.2 Alcohol Use/Hours of Compliance**

No safety-sensitive employee should report for duty or remain on duty when his or her ability to perform assigned functions is adversely affected by alcohol or when his or her breath alcohol concentration is 0.04 or greater. No employee shall use alcohol **while on duty** or while performing safety-sensitive functions. No employee shall have used alcohol within four hours prior to reporting for duty. After an accident, employees shall refrain from alcohol use for eight (8) hours or until an alcohol test has been administered, whichever occurs first.

No safety-sensitive employee shall use alcohol during the hours that they are on call. On call employees can acknowledge the use of alcohol at the time he/she is called to report to duty and the inability to perform his/her safety sensitive function.

## **6.3 Compliance with Testing Requirements**

Any safety-sensitive employee who refuses to comply with a request for testing, who fails to remain readily available for post-accident testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately. Refusal can include an inability to provide a specimen or breath alcohol sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

## **6.4 Refusal to Submit to a DOT Alcohol or Controlled Substance Test**

As an employee, you have refused to take a drug or alcohol test if you:

- (1) Fail to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer.
- (2) Fail to remain at the testing site until the testing process is complete; Provided, that an employee who leaves the testing site before the testing process commences, for a pre-employment test it is not deemed to have refused to test; unless the testing cup was handed to the donor.
- (3) Fail to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations.
- (4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen.
- (5) Fail to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.

**It is MVT's policy that any employee that does not provide a valid specimen during a collection for a test will remain off duty until the employee is cleared by the MRO that the employee had a valid medical reason.**

- (6) Fail or declines to take a second test the employer or collector has directed you to take.
- (7) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures.
- (8) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets or wash hands when so directed by the collector, behave in a confrontational way that disrupts the collection process).
- (9) If the MRO reports that there is verified adulterated or substituted test result.
- (10) Failure or refusal to sign Step 2 of the alcohol testing form.
- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen.

As an employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing any safety-sensitive functions and referred to the Substance Abuse Professional.

## **6.5 Compliance with Treatment Requirements**

**All employees are encouraged to make use of the available resources for treatment for alcohol and substance abuse problems.**

## **6.6 Notify MVT of Criminal Drug Conviction**

*Every employee must notify MVT of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to do so shall subject said employee to disciplinary action up to and including termination, or satisfactory participation in a rehabilitation program, at the employee's expense.*

## **6.7 Improper Application of the Policy**

**MVT is dedicated to assuring fair and equitable application of this "Zero Tolerance" substance abuse policy. Therefore, supervisors and managers are required to use and apply all aspects of this policy in an unbiased and impartial manner.**

## **7.0 Testing for Prohibited Substances**

### **7.1 General**

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). Testing for prohibited drugs and alcohol on safety-sensitive employees shall be conducted in accordance with the procedures set forth in 49 CFR Part 40 as amended. See attached Testing Procedures for detailed procedures on all required types of drug and alcohol testing.

**Medical Review Officer (MRO)-** All drug testing results shall be interpreted and evaluated by an MRO who meets all applicable requirements of Part 40, who shall be responsible for receiving laboratory results generated by an employer's drug testing program and has appropriate medical training to interpret and evaluate an individual confirmed positive test result. The MRO shall comply with the drug testing procedures set forth in 49 CFR Part 40. The MRO will not review alcohol test results. When a confirmed positive test is reported from the testing laboratory, it is the responsibility of the MRO to: (a) contact the employee and afford the employee the opportunity to discuss the test results with him/her; (b) review the individual's medical history, including any medical records and biomedical information provided; (c) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. The MRO shall not convey test results to MVT until the MRO has made a definite decision that the test result was positive or negative, or refusal to test. If the employee provides an adequate explanation, the MRO verifies the test as negative and no further action is taken. When the MRO reports the results of the verified positive test to MVT, the MRO will disclose the drug(s) for which there was a positive test. If the MRO declares a drug test to be invalid for any reason, the test is considered canceled, and neither positive nor negative. However, a re-collection under direct observation may be ordered by the MRO.

The Medical Review Officer conducting MRO services for MVT is Dr. Stephen Kracht, M.D., D.O. in Kansas City, MO.

### **7.2 Testing for Prohibited Drugs**

MVT shall collect or have collected urine samples from safety-sensitive employees to test for Prohibited Drugs. An assigned Collection Site will split each urine sample collected into a primary and a split sample. (See testing procedures) The urine samples will be sent under seal, with required chain of custody forms, to a laboratory certified by the DHHS. Currently MV Transportation is under contract with Alere Toxicology in Gretna, LA for its initial testing and confirmation testing. An initial drug screen will be conducted on each primary specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GS/MS) test will be performed. The test will be considered positive if the amounts present are at or above the minimum thresholds established in 49 CFR Part 40 as amended, as set forth in the attached Exhibit A (Threshold Levels).

**Split Specimen Testing-** If the test result of the primary specimen is positive or a refusal to test due to adulteration or substitution, the employee may request the MRO to direct his/her split specimen be tested in a different DHHS-certified laboratory. The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive or refusal to test result. This does not delay MVT from taking any action consistent with this policy for positive tests and the employee will be removed immediately from any safety-sensitive functions regardless if he/she is having his/her split specimen tested by a different laboratory. However, if the split specimen (bottle B) produces a negative result, or for any reason the second portion is not available, the test is considered cancelled and no sanctions are imposed. However, a re-collection under direct observation may be ordered by the MRO.

**Cancelled Test -** A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

### **7.3 Alcohol Testing**

Tests for alcohol concentration on safety-sensitive employees will be conducted with a National Highway Traffic Safety Administration (NHTSA) -approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). In order to maintain quality assurance, EBT's must be externally calibrated in accordance with the plan developed by the manufacturer of the device. If the initial test on an employee indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. For summary of applicable alcohol threshold levels, see Exhibit A.

## **8.0 Types of Testing**

49 CFR Parts 655 and 382 require the following types of testing for Prohibited Substances for safety-sensitive employees: Pre-employment or transfer, reasonable suspicion, post-accident, random.

### **8.1 Pre-employment, Transfer Testing or Return to Work Testing**

All applicants for safety sensitive positions shall undergo urine drug testing prior to employment. Receipt by MVT of a verified negative test result from the MRO is required prior to performing ANY safety sensitive functions for the first time. If an applicant or employee's drug test is cancelled or negative-dilute the employee or applicant shall be required to immediately take another pre-employment drug test.

Existing employees who are being considered for transfer to a safety-sensitive position from a NON-safety-sensitive position will be required to undergo a DOT pre-employment drug test. Any existing safety-sensitive employee who is simply transferring to a different division for another safety-sensitive position is NOT required to undergo another DOT pre-employment drug test.

### **8.1.1 Non-Safety-Sensitive Positions**

**All applicants applying for non-safety-sensitive positions will have to take and pass a pre-employment NON-DOT urine drug test prior to being hired.**

### **8.1.2 Return to Work after 30 Days (DOT-FMCSA Policy)**

MVT has some contracts that are subject to the Federal Motor Carrier Safety Regulations and NOT FTA regulations. Therefore, if the employee has a commercial license and has been out for 30 days or more AND the employee has been taken out of the random testing pool, the covered employee will be required to take a DOT pre-employment drug test before he/she can perform his/her safety-sensitive position.

### **8.1.3 Return to Work after 90 Days (DOT-FTA Policy)**

If a covered employee has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, AND the employee has been removed from random pool, the employee must take and pass a DOT Pre-Employment drug test (NOT a return-to-duty) before he/she can perform a safety-sensitive function.

### **8.1.4 Return to Work after 30 Days for Non-Regulated employees not subject to federal guidelines but perform driving duties that is considered sensitive work (MVT Policy)**

**It is MVT's policy that all non-covered drivers who drive an MV vehicle and has not performed his/her driving functions for 30 or more consecutive days (regardless of reason) the non-covered employee will be required to take and pass another Non-DOT Pre-Employment drug test before he/she can return to his/her driving position.**

**\*\*For confirmation of regulation authority contact Drug & Alcohol Compliance Department\*\***

### **8.1.5 Previous Employer Request Requirement**

As an employer we are required to verify previous violations of DOT drug and alcohol regulations within the last two years of employment with a DOT regulated agency or employer.

An employer must obtain and review the information listed below from any DOT-regulated employer the employee performed safety-sensitive functions for in the previous two years. The information must be obtained and reviewed prior to the first time an employee performs safety-sensitive functions. If not feasible, the information should be obtained no later than thirty (30) days after the first time an employee performs safety-sensitive functions. The information obtained must include:

1. Information on the employee's alcohol test in which a breath alcohol concentration of 0.04 or greater was indicated.
2. Information on the employee's-controlled substance test in which a positive result was indicated.

3. Any refusal to submit to a required alcohol or controlled substance test. (including verified adulterated or substituted drug test results)
4. Other violations of DOT agency drug and alcohol testing regulations

As the applicant or employee if you have violated any of the DOT drug and alcohol regulations, you must also obtain documentation of your successful completion of the DOT return-to-duty requirements (including proof of follow-up tests administered).

Furthermore, all applicants will be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for but did not obtain safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years.

#### **8.1.6 Pre-employment Breath Alcohol Testing**

Although it is not MV Transportation's policy to test for alcohol on a pre-employment test, MVT does have contracts that require a breath alcohol test be conducted in addition to the required drug test. Divisions that are subject to this requirement will have to take a pre-employment breath alcohol test. Breath alcohol testing will be in accordance with DOT Part 40 and 655.42.

### **8.2 Reasonable Suspicion Testing**

All safety-sensitive employees shall be subject to reasonable suspicion testing, to include appropriate urine and/or breath alcohol testing when there is reasonable suspicion to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. Reasonable suspicion tests for the presence of alcohol shall be authorized by observations made just prior, during or immediately after the period of the day in which the employee is required to be in compliance with the requirements of Part 655; and those alcohol tests shall only be conducted just before, during, or just after the performance of a safety-sensitive function. If an alcohol test is not administered within two hours following the determination to test the employee, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If the alcohol test is not administered within eight hours following the determination, MVT shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

Reasonable suspicion determination will be made by a supervisor, or other company official who has had the required Reasonable Suspicion training to detect and document the signs and symptoms of probable drug use and alcohol use and who reasonably concludes that an employee may be impaired by of a prohibited substance.

**Any employee who is required to take a Reasonable Suspicion test will remain off duty until a negative alcohol and drug test is received.**

## 8.3 Post-Accident Testing

### **Fatal Accidents**

As soon as practicable following an accident involving the loss of human life, MV Transportation will conduct drug and alcohol tests on each surviving covered employee operating the public transportation vehicle at the time of the accident. Post accident drug and alcohol testing of the operator is not required under this section if the covered employee is tested under the fatal accident testing requirements of the Federal Motor Carrier Safety Administration rule 49 CFR 382.303 (a)(1) or (b)(1). MV Transportation shall also test any other covered employee whose performance could have contributed to the accident as determined by investigating staff using the best information available at the time of the decision.

### **Non-Fatal Injury Accidents**

As soon as practicable following an accident not involving the loss of human life in which a public transportation vehicle is involved, MV Transportation will drug and alcohol test each covered employee operating the public transportation vehicle at the time of the accident unless investigating staff determine, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident.

Accident means an occurrence associated with the operation of a vehicle, if as a result: (1) An individual dies; or (2) An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (3) With respect to an occurrence in which the transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or (4) With respect to an occurrence in which the public transportation vehicle involved is a rail car, trolley car, trolley bus, or vessel, the public transportation vehicle is removed from operation.

(For exact testing criteria -See Post Accident Testing Procedures Pg. 28)

MV Transportation shall also test any other covered employee whose performance could have contributed to the accident as determined by investigating staff using the best information available at the time of the decision.

### **MV Policy: When to conduct a NON-DOT Post accident/incident test**

**If the accident does not meet the FTA/FMCSA testing criteria, MVT will reserve the right to test any safety-sensitive employee after any accident/incident regardless of the severity of the accident/incident. Additionally, MVT will test any other safety-sensitive employee whose performance MVT determines could have contributed to the accident.**

**Under these circumstances it must be explained to the employee that the drug and alcohol tests will be done under M.V. Transportation authority and should be done on NON-DOT drug and alcohol chain of custody forms.**

**Any employee who takes a post accident test will remain off duty until a negative drug test and alcohol test result is received.**

#### **8.4 Random Testing**

Employees performing safety-sensitive functions will be subject to unannounced, random drug and alcohol testing in accordance with FTA regulations. The random drug and alcohol testing rates will be, at a minimum, based on the current FTA and FMCSA requirements at all times. Each such employee shall have an equal chance at selection and shall remain in the pool even after being tested. The basis for random selection shall be by a scientifically valid random number generation method initiated by computer. The dates for administering unannounced testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year, month, week, and all hours that safety-sensitive functions are performed. This ensures that employees would have a reasonable expectation that they might be called for a test on any day they are at work. A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty. The employee must proceed to the test site immediately after being notified that he or she has been selected for testing in the allotted time given.

### **9.0 Consequences**

#### **9.1 Positive Alcohol Test**

- (a) A safety-sensitive employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will be removed from his or her duties for eight hours unless a confirmation test results in a concentration measure of less than 0.02. (For a test result which is less than 0.04 no other action will be taken except that which is described in this paragraph.)
- (b) An alcohol concentration of 0.04 or greater or a test refusal will be considered a positive alcohol test. The employee will be immediately removed from duty and referred to a Substance Abuse Professional (SAP) **and terminated from employment.**

#### **9.2 Positive Drug Test**

The consequences of a positive drug test or a test refusal are as follows: the employee will immediately be removed from safety sensitive duties, referred to a Substance Abuse Professional **and terminated from employment.**

### **10.0 MRO Report of a Negative Dilute Specimen**

If the MRO informs MVT that a negative drug test was dilute, the employee will be directed to take another test immediately. In some cases, the MRO may require the retest to be performed under "Direct Observation." Each employee directed to take another test, will be given the minimum possible advance notice that he or she must go to the collection site to take another test.

For any employee that is directed to take another test, the result of the second test – not that of the original test – becomes the test of record which MVT will rely on for purposes of this policy. Any employee who is directed to take another test and the employee declines to do so, shall be considered as a refusal to test for purposes of this policy and DOT agency regulations.

**Dilute Specimen-** A specimen with creatinine and specific gravity values that are lower than expected for human urine.

### **11.0 Substance Abuse Professional (SAP)**

A SAP must meet all the credential, basic knowledge, qualification training, continuing education, and documentation requirements of 49 CFR Part 40, Subpart O, §40.281 (a-e). The SAP will evaluate the employee to determine what assistance the employee needs in resolving problems associated with prohibited substance abuse or alcohol misuse. The SAP will also determine whether an employee has successfully completed a program of rehabilitation.

MV Transportation uses:

**American Substance Abuse Professionals, Inc. (ASAP)**  
Nationwide Network [www.go2asap.com](http://www.go2asap.com)  
1421 Clarkview Road, Suite 130, Baltimore, Maryland 21209  
Contact: Nicole Hanratty, CEAP, SAP, C-DERT  
888-792-2727 x177 Mention MV Transportation

This firm is a national company that contains a large network of qualified SAPs throughout the United States. Employees simply call the toll-free number and provide the SAP their city and zip code and the SAP will find them the qualified SAPs closest to their area.

### **12.0 Training and Education**

All employees shall participate in a minimum one-hour training session designed to meet FTA requirements by learning about the effects and consequences of drug use on personal health, safety and the work environment. For those supervisors participating in reasonable suspicion determination testing, there will be at least two hours of training to explain the criteria for reasonable cause testing, including at least an hour on the physical, behavioral and performance indicators of probable drug use and another hour on the physical, behavioral, speech and performance indicators of probable alcohol misuse. Initial training sessions will be re-enforced with educational materials and meetings. Further, employees shall be provided with a community hot-line telephone number.

### **13.0 Employee Assistance Community Service Hot-Line**

The Center for Substance Abuse Treatment maintains a toll-free Referral Helpline  
800-662-HELP  
National Mental Health Association  
800-969-NMHA (6642)  
National Domestic Violence Hotline  
800-799-SAFE  
National Suicide Hotline  
800-SUICIDE (784-2433)  
National Child Abuse Hotline  
800-422-4453

### **14.0 Records, Confidentiality**

A safety-sensitive employee is entitled, upon written request, to review and obtain copies of any records relating to the employee's drug and alcohol testing. MVT must maintain records of its substance abuse program in a secure location with controlled access.

### **15.0 System Contact**

Any questions regarding this policy or any other aspect of MVT's Substance Abuse Management Program should be directed to the office of the following:

Name: Esther Avalos, Director of Drug & Alcohol Compliance  
Address: 2711 N. Haskell Ave., Ste. 1500, LB-2, Dallas, TX 75204  
Phone Number: 972-391-4616

### **16.0 Local Authority**

Local Division General Managers and Safety Managers are the Designated Employer Representatives (DERs) and are authorized to receive test information from the MRO as well as confirmation test results from the qualified B.A.T.

### **17.0 Revisions to the Policy and Program**

This policy and program are subject to revision in accordance with the Department of Transportation regulations, as amended.

### **18.0 Zero Tolerance Policy**

MV Transportation's "Zero Tolerance" Policy means any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, referred to a Substance Abuse Professional (SAP), and **will be terminated.**

## **EXHIBIT A**

Pursuant to the Federal Department of Transportation regulations, the following are the drugs to be tested for, and the threshold levels of each test which MV Transportation is required to accept:

<b>Initial test analyte</b>	<b>Initial test cutoff 1</b>	<b>Confirmatory test analyte</b>	<b>Confirmatory test cutoff concentration</b>
Marijuana metabolites (THCA) 2 .....	50 ng/mL <sup>3</sup> .....	THCA .....	15 ng/mL.
Cocaine metabolite (Benzoyllecgonine) ...	150 ng/mL 3 .....	Benzoyllecgonine .....	100 ng/mL.
Codeine/ .....	2000 ng/mL .....	Codeine .....	2000 ng/mL.
Morphine		Morphine .....	2000 ng/mL.
Hydrocodone/ .....	300 ng/mL .....	Hydrocodone .....	100 ng/mL.
Hydromorphone		Hydromorphone .....	100 ng/mL.
Oxycodone/ .....	100 ng/mL .....	Oxycodone .....	100 ng/mL.
Oxymorphone		Oxymorphone .....	100 ng/mL.
6-Acetylmorphine .....	10 ng/mL .....	6-Acetylmorphine .....	10 ng/mL.
Phencyclidine .....	25 ng/mL .....	Phencyclidine .....	25 ng/mL.
Amphetamine/ .....	500 ng/mL .....	Amphetamine .....	250 ng/mL.
Methamphetamine		Methamphetamine .....	250 ng/mL.
MDMA 4/MDA 5 .....	500 ng/mL .....	MDMA .....	250 ng/mL.
		MDA .....	250 ng/mL.

\* (ng/mL) nanograms per milliliter

## **ALCOHOL**

(Includes ethanol, methanol, isopropanol)

### **Breath Alcohol Concentration**

(expressed in terms of grams of alcohol per 210 liters of breath)

#### **Initial Screen**

Under 0.02

#### **Confirmatory**

(given if 0.02 or greater on initial screen)

0.02 to less than .04 employee may not perform safety-sensitive function

## **EXHIBIT B**

**The following is a general list of safety-sensitive functions and the job categories of employees who are subject to the provisions of 49 CFR Par 655 and 382 at MV Transportation:**

**NOTE: This list is subject to change and revision.**

49	Maintenance Training Manager	340	Lead Dispatcher	416	Safety Manager	550	Mechanic
87	Safety Assistant	345	Dispatcher	420	BTW Trainer	561	Mechanic A (specify Union Class)
112	Floating Class A Mechanic	346	Window Dispatcher	425	BTW Instructor	562	Mechanic B (specify Union Class)
113	Body Repairman	349	Scheduling Manager	450	Classroom Instructor	563	Mechanic C (specify Union Class)
300	General Manager	350	Scheduler	451	Classroom Trainer	564	Technician A Mechanic
301	General Manager 1	352	Scheduling Coordinator	470	Parts Manager	565	B Mechanic
302	General Manager 2	353	VA Coordinator	471	Assistant Parts Manager	566	Technician C Mechanic
303	General Manager 3	354	Operations Supervisor	475	Parts Clerk	567	Technician Apprentice
304	General Manager 4	355	Road Supervisor	500	Maintenance Manager	568	Technician
310	Division Manager	357	Where's My Ride Supervisor	510	Assistant Maintenance Manager	569	Mechanic Helper
315	Assistant Division Manager	359	Lead Supervisor	512	Maintenance Technician	570	Cleaners
320	Operations Manager	379	Lead Schedule/Dispatcher	514	Bus Stop Maintenance	571	Mechanic Helper
321	Shift Supervisor	399	Call Center Manager	515	Maintenance Clerk	572	Body Shop Technician
322	Assistant Operations Manager	400	Safety and Training Manager	516	Maintenance Supervisor	575	Service Worker
323	Operations supervisor	405	Training Manager	517	Service Employee	580	Utility Crew
330	Dispatch Manager	406	Training Supervisor	518	Advanced Service Employee	584	Station Supervisor
332	Reservations Manager	410	Safety Trainer	519	Entry Level Mechanic	590	Bus Aide
335	Dispatch Supervisor	411	Safety Training Supervisor	520	Shop Foreman	600	Driver Trainer
336	Drive Cam Supervisor	415	Assistant Safety Manager	530	Lead Mechanic	610	Driver

Any MVT employee who has a non-safety-sensitive position, but who may perform a safety sensitive function at any time while they are working will be subject to random testing and will be included in the DOT random testing pool.

## ***Testing Procedures***

Note: Testing and collection procedures will be conducted as set forth by 49 CFR Parts 40 (as amended) & 655 & 382. The information on the following pages is meant for general information only for MV Transportation employees. Any questions regarding reference to the regulations should be directed to the policy section of this handbook. A copy of 49 CFR Part 40 is available for review to each employee upon request to their local manager.

**This is a “Zero Tolerance” policy and any reference to return to work after a positive test result does not apply to employees affected by this policy. The FTA does not mandate “Second Chance”.**

### ***Pre-Employment Testing***

1. The FTA regulations require that all applicants for employment in safety-sensitive positions or individuals being transferred to safety-sensitive positions from NON-safety-sensitive positions must be given a pre-employment drug test.
2. Applicants may not be assigned to safety-sensitive functions unless they pass the drug test.
3. Applicants must be informed in writing of the testing requirements prior to conducting the test. **MVT will require applicant to sign a form acknowledging that they know that their urine will be tested for Cocaine, PCP, Amphetamines, Marijuana, and Opioids.**
4. Appropriate personnel at each location will schedule appointments for collection. The employee must be made aware that their placement into a safety sensitive position is contingent upon a negative test result.
5. It is the responsibility of the applicant to report to the collection site at the time and day scheduled.
6. Positive test results must be reviewed by the MRO.
7. Applicants are notified by the MRO of the laboratory results and are given an opportunity to discuss the results.
8. Applicants who test positive will not be hired into a safety-sensitive position.
9. An applicant whose pre-employment test results are negative will continue through the safety-sensitive hiring process.
10. Applicants will be asked whether he or she has tested positive or refused to test on a pre-employment drug or alcohol test while trying to obtain safety sensitive transportation work from an employer covered by DOT agency during the past two years. If applicant admits that he or she had a positive test or a refusal to test, MV will not allow the applicant to perform safety sensitive duties unless and until applicant provides documents showing the successful completion and release from a SAP.

## ***Random Testing Procedures***

The FTA regulations require random testing for prohibited drugs and alcohol for all safety-sensitive employees. Random testing identifies those who are using drugs or misusing alcohol but can use the predictability of other testing methods to escape detection. More importantly, it is widely believed that random testing serves as a strong deterrent against employees beginning or continuing prohibited drug use and misuse of alcohol at MVT. MV Transportation has developed procedures for notification and collection to best implement the requirements of the federal rules.

These procedures answer common questions regarding random testing: Who is tested? Why are only some individuals tested? When and how do the tests occur?

1. Random drug and alcohol testing applies only to safety-sensitive employees. Identification numbers for all safety-sensitive employees will be included in a selection pool.
2. Random drug and alcohol testing is accomplished by a scientifically valid, tamper-proof, computer-generated selection process. A random list for testing of employee numbers will be generated every month.
3. Employees are chosen in an unannounced, unpredictable manner. No employee will be removed from the random pool following the next selection, and every employee will continue to be subject to random selection throughout the year. Every employee in the random pool has an equal chance of being selected every time. Employees are only removed from the random pool when they are in rehabilitation programs, terminated or permanently transferred to a non-safety-sensitive position, or expected to be out for at least 90 days or more.
4. Random testing will be conducted on all shifts, all times of day, and all days of the week throughout the calendar year. No shift is exempt from testing.
5. Random drug testing may be conducted concurrently with random alcohol testing or at any time during an employee's shift. Random alcohol testing will be conducted just before the employee is scheduled to perform a safety-sensitive function, while the employee is performing safety-sensitive functions or just after the employee performs a safety-sensitive function. The employee must proceed to the test site immediately after being notified that he or she has been selected for testing in the allotted time given.
6. For both Maintenance and Operations (Drivers) the Divisional Manager in each location will be notified which employees have been selected for testing. Once an employee is notified of his/her selection, he/she must report immediately for the test. Failure to report after notification constitutes a refusal to test. (see procedures for random test notification)
7. Employees will be notified where to report for collection, when to stop work and report to the collection site and who will relieve them, if necessary.
8. The employee must submit to a drug and/or alcohol test. Failure to cooperate with the collection procedure in any way constitutes a refusal to test which has the same consequences as a positive test result.

9. The employee is in a paid status throughout the random testing procedure. Employees will be removed from duty if the results are positive **and employee will be terminated.**
10. If both alcohol and drug tests are being given, the breath alcohol test will be performed first. Immediately thereafter, the urine sample will be collected for the drug test.
11. If there is a confirmed breath alcohol test of between .02% and .039% (inclusive), the employee will be relieved from duty immediately for a minimum of eight (8) hours.
12. If there is a confirmed positive breath alcohol test (.04% or above), the employee will be given the name of a Substance Abuse Professional (SAP) **and terminated.**

### ***Procedures for Random Test Notification***

1. The Human Resource Department triggers the selection list of the month's safety-sensitive employees to be scheduled for testing.
2. The local manager will review work schedules, including planned absences when known, to develop a best available time to perform the tests. The local manager will coordinate the testing schedule with the collector.
3. In developing testing times, the goal will be to minimize the impact in service. Testing will be conducted using the following priority periods:
  - Before work,
  - During split time,
  - After work/shift is completed
  - During work, with standby personnel relief.
4. During work, without relief (if no other time is possible).
5. Notification of Employees- The Human Resources Department triggers notification to each location's designated employer representative (DER) via electronic mail. The DER will notify each safety-sensitive employee selected and thus notified. Each employee who is selected is to report to the test site immediately

The employee cannot "go off sick" or on vacation or leave of absence after notification.

6. Collection site personnel shall report "unreasonable delays" to the local DER as employees are required to immediately report to the collection site following notification. Failing to report to the collection site within a reasonable allotted time constitutes a refusal to test.
7. The DER shall confirm with the Regional, Divisional, or Operations Manager that the employee was notified.
8. The DER shall notify the proper management official if an employee fails to report for testing after notification.
9. An employee who fails to report for testing shall be removed from duty immediately. If employee is determined to have "refused to test" he/she face the

same consequences as testing “positive” for drugs/alcohol and will be given the name and number of a SAP and **terminated from employment**.

### ***Collection Procedures for All Tests***

All collection procedures shall be performed in accordance with Part 40. Upon notification of a test under this policy;

1. The employee must report to the collection site immediately after notification.
2. The employee shall provide photo identification to collection site personnel. Supervisors will verify the identification of employees without photo identification and may photograph the employee if necessary.
3. The employee must comply with all collection procedures.
4. The employee must follow the directions of the collection staff to ensure that an unadulterated urine specimen is collected, and/or the breath alcohol test is completed.
5. The employee will be in a private enclosure and unobserved unless a direct observed collection is determined to be needed by the MRO, the local DER, or the collector.
6. The employee must supply at least 45 ml of urine (approx. 1 ½ oz). If the employee gives an inadequate amount of urine or if the employee is unable to give a sufficient urine sample collection site staff shall provide the individual with no more than 40oz of fluid to drink during a period of up to 3 hours. The employee will attempt to provide a complete sample using a fresh container. If the required amount is provided, the collection staff will continue with collection process. If the employee is still unable to provide an adequate specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection staff must discontinue the collection, note the facts on the “remarks” line of the CCF, and immediately notify the DER.

**Shy Bladder** - The term “shy bladder” refers to a situation when the employee does not provide a sufficient amount of urine (45 ml) for a DOT required drug test. If an employee tells the collector, upon arrival at the collection site, that he or she cannot provide a specimen, the collector must still begin the collection procedure regardless of the reason given and direct the employee to make the attempt to provide the specimen.

The employee must be monitored during this time. If the employee leaves the collection site or refuses to make the attempt to provide a sufficient urine specimen, this is considered a refusal to submit to a test.

Failure to produce a sample of urine will result in an immediate referral for an evaluation from a licensed physician within 5 days who can determine in his or her reasonable judgment the safety-sensitive employee’s inability to provide an adequate amount of urine. If no medical reason is found substantiating an inadequate sample, the incident will be treated as a “refusal to test” and will carry the same consequences as a positive test result.

**It is MVT's policy that any employee who does not provide a valid specimen during a collection for a test will remain off duty until the employee is cleared from the MRO that the employee had a valid medical reason.**

7. If the employee fails to provide an adequate amount of breath for the breath alcohol test, a second attempt will be made. If the Employee, after multiple attempts, fails to produce a sample, the Breath Alcohol Technician (BAT) shall so note in the "Remarks" section of the breath alcohol testing form and immediately inform the DER. The DER will instruct the employee to obtain, as soon as possible but within 5 days after the attempted provision of breath, an evaluation from a licensed physician who is acceptable to the employer concerning the employee's medical ability to provide an adequate amount of breath.
8. Whenever there is reason to believe that an individual has altered or substituted the urine specimen, a second specimen shall be obtained as soon as possible under direct observation of a same gender observer. Reasons may include; temperature of the specimen out of normal range, bluing agent in the specimen.

**Substituted Specimen-** A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

**Adulterated Specimen-** A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

9. If the breath alcohol screening is 0.02 or greater, the breath alcohol technician will wait at least 15 minutes and a maximum of 30 minutes before administering the confirmation test. Even if more than 30 minutes have passed the BAT will still conduct the confirmation test.
10. To ensure that the test results are attributed to the correct covered employee; both specimen bottles must be sealed and labeled in the presence of the donor. The labels must be printed with the same specimen identification number as the custody control form and are attached to the specimen bottles. The donor initials the labels on the vials verifying that the specimen is his or hers.

### ***Reasonable Suspicion Testing Procedures***

1. Supervisors and managers receive training to identify behaviors that might be indicators of drug use and/or alcohol misuse. Training includes the procedures for how to deal with employees suspected of drug use and/ or alcohol misuse.
2. If a supervisor observes an appearance, behavior, speech pattern, or body odor of the covered employee that might be indicative of drug use and/or alcohol misuse, he/she directs the employee to stop work and escorts the employee to an area to be questioned and observed in private.
3. The supervisor completes the Reasonable Suspicion Incident Report. The

supervisor must ensure that the employee does not continue to operate in a safety-sensitive function after identified for reasonable suspicion testing.

4. If there is a decision to test based on observable symptoms, the employee is ordered to submit to a drug and alcohol test and is escorted to the collection site.
5. The employee is on paid status until the test collection is completed. **Employee will remain off duty until a negative drug and alcohol test is received.** To the greatest extent possible, arrangements shall be made to have him/her transported home and employee should not be allowed to leave on his/her own recognizance.
6. If there is a confirmed breath alcohol test of between .02% and .039% (inclusive), the employee will be relieved from safety-sensitive duty immediately for a minimum of eight (8) hours. If there is a confirmed positive breath alcohol test (.04% or greater) and/or confirmed positive drug test, or refusal to test, the employee shall be provided the name and number of a SAP and the employee **will be terminated.**
7. If the employee's drug test is confirmed negative by the MRO and/or the BAT test is below 0.02 the employee will be allowed to return to work and will be paid for any time missed.

### ***Post-Accident Testing Procedures***

The FTA regulations require testing for prohibited drugs and alcohol in the case of certain public transportation accidents. Post-accident testing is mandatory for accidents where there is a loss of life and for other non-fatal accidents.

1. The supervisor ensures that all injured people receive proper medical care. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
2. The supervisor determines whether the accident meets FTA criteria using MVT's "Post Accident Decision Checklist Form".
3. If the accident meets the FTA/DOT criteria a DOT post accident drug and alcohol test will be conducted immediately. The employee will be taken to the collection site and tested as soon as practicable following the accident. The employee should remain readily available for alcohol testing up to 8 hours and for drug testing up to 32 hours after the accident, including notifying his/her supervisor of his/her location or he/she may be deemed to have refused to submit to testing if he/she does not make him/herself readily available for testing.
4. **Once the tests have been completed the employee will remain off duty until a negative drug and alcohol test is received.**
5. If the employee is not tested within two hours for alcohol, the supervisor must document the reason for the delay, and if test is not conducted in 8 hours, the DER shall cease all further attempts and update the records as to the reason(s)

why the test was not completed. If the 32 hours have passed the DER shall cease all further attempts to complete the drug test.

6. If the employee refuses to be tested, or the breath alcohol test is .04 or greater, or if the drug test is confirmed positive, the employee is immediately removed from duty, the Sap will find them the qualified SAPs closest to their area and **will be terminated**.

### ***Post -Accident Testing Criteria***

It should be noted that a post-accident test is given because the incident meets the criteria listed below. It is NOT a probable cause or reasonable suspicion test. An accident (§ 655.4) is defined as an occurrence associated with the operation of a vehicle in which:

1. An individual dies.
2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident.
3. With respect to an occurrence in which the public transportation vehicle involved is a bus, van or automobile, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, “disabling damage” means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs.

**(Inclusions)** Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated.

**(Exclusions)** damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, tail-lights, turn signals, horn, or windshield wipers that makes them inoperative.

4. With respect to an occurrence in which the public transportation vehicle involved is a rail car, trolley car, trolley bus, or vessel, the public transportation vehicle is removed from operation.
5. The FTA has determined that “**LIFTS**” constitute equipment used in revenue service and their operation is essential to the operation of the vehicle and protection of public safety, their operation shall now be included in the accident definition.

**To determine if a test should be administered under this section, always use MV Transportation’s “Post Accident Decision Checklist”. This form should be used for all accidents in determining whether a test will be done under DOT authority.**

## ***Prohibited Drugs and Alcohol Misuse***

**MVT is required to ensure that all covered employees receive at least 60 minutes of training and discussion on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use. The information below shall assist in providing statistics and examples of substance abuse in the work force and the signs and symptoms of such use.**

A study conducted showed 75 percent of illicit drug users 18 and older are employed, which amounts to about 10 million U.S. workers. On a daily basis, based on 250 work days in a year, at least 42,000 Americans are coming to work stoned or are getting “high” while on the job.

### **Studies and statistics show that:**

1. Every 23 minutes a death occurs as a result of a drug or alcohol related accident.
2. A typical abuser is:
  - a. Late to work 3 times more often
  - b. Requests twice as much time off
  - c. Is absent 2 1/2 times more than average
  - d. Uses 3 times as many sick benefits
  - e. Collects 5 times as much worker's comp
  - f. Has 300% higher medical costs/benefits

If these statistics haven't convinced you that the problem is serious, let's look at a few more.

### **A national survey once reported that:**

1. 19% of all children over the age of 12 had used some type of illegal drug
2. 65% of 18 to 25-year olds had used some type of illegal drug
3. 30 to 40 million Americans stated they had used cocaine
4. By age 17, 70% of American teenagers had tried alcohol

As you can see, drug and alcohol abuse is a serious problem, having a major effect on all our lives. Even though you may not be abusing drugs or alcohol, you are affected by the results of drug and alcohol abuse in our society. You pay higher medical costs to help cover the costs for abusers who cannot afford the cost of treatment. You pay higher insurance costs to help fund the drug and alcohol abuse programs paid for by insurance companies. The material and services you buy cost more because of decreased worker productivity, as well as increased cost to employers.

This section is designed to provide you with a brief overview of the seriousness of using controlled substances and alcohol. It also provides education on the signs, symptoms and effects of the illicit drugs that you will be tested for. Your employer has taken great measures to assure you of a safe working environment. Please review this booklet in its entirety to educate yourself on drug and alcohol in the workplace. When you have completed reading this material, you will better understand the need for a drug-free workplace.

The drugs for which you will be subject to testing include:

- Amphetamine
- Cocaine
- Marijuana
- Opioids
- Phencyclidine (PCP)
- Alcohol (by evidential breath testing device only)

### ***Facts about Amphetamines***

Amphetamines (methamphetamine, MDMA-ecstasy) are central nervous system stimulants. They tend to make people “hyper” and “jumpy”. They can be taken either orally or injected. They are often used by people to stay awake and to counteract the effects of drowsiness. They are especially dangerous to take while performing safety-sensitive tasks or driving.

Ecstasy, MDMA (3,4 methylenedioxymethamphetamine), is a synthetic, psychoactive drug that is chemically similar to the stimulant methamphetamine and the hallucinogen mescaline. MDMA causes an increase in serotonin which plays an important role in the regulation of mood, sleep, pain, appetite, and other behaviors.

Some heavy MDMA users experience long lasting confusion, depression, and selective impairment of working memory and attention processes. Ecstasy users make extremely dangerous drivers. They can exhibit the same impairments as amphetamine, heroin, cocaine, and hallucinogen users.

### **Signs and Symptoms of Amphetamine Use**

- ◆ Hypersensitivity
- ◆ Exhaustion
- ◆ Dilated Pupils
- ◆ Grinding teeth
- ◆ Loss of appetite and immediate weight loss
- ◆ Dry mouth
- ◆ Excessive talking

### **Effects on Person**

- ◆ More likely to take risks
- ◆ Impaired judgement

### ***Facts about Cocaine***

Cocaine also stimulates the central nervous system. It gives the user an intense feeling of well-being, or euphoria, known as a “high”. The “high” will last for 10 to 60 minutes. A more potent form of the drug called “crack” cocaine is especially addicting and dangerous. Although it’s “high” lasts only about 5 to 8 minutes, “crack” cocaine can be addicting after only one use, and cause death the first time it is used. Cocaine can be injected, snorted, or free-based. Snorting is sniffing the drug up the nose, and free-basing is done by heating the drug and inhaling the vapors.

### **Signs and Symptoms of Cocaine Use**

- ◆ Mood swings
- ◆ Weight Loss
- ◆ Restlessness: Difficulty sitting or standing in one place
- ◆ Depression
- ◆ Nose bleeds
- ◆ Irritable, angry, nervous, angers easily
- ◆ Bad breath
- ◆ Euphoric feeling
- ◆ Running nose, uncontrollable sniffing

### **Effects on Person**

- ◆ Slowed reaction time
- ◆ Distorted vision and depth perception
- ◆ Slow to make decisions
- ◆ Unable to correctly measure time and distance

### ***Facts about Marijuana***

Marijuana is a depressant and mind-altering drug. Marijuana does not depress the central nervous system’s reaction, it works on the brain. Mind altering means it causes hallucinations. It can be eaten or smoked. Street names for marijuana are “dope”, “grass”, “joint”, “hash”, or “hooch”.

Tests have shown that people’s reflexes and thought processes are slower under the influence of marijuana. The effects of this drug are longer lasting than first thought. In fact, impairment can last more than 24 hours after using marijuana. The body actually stores the drug for days, weeks, and in some cases, months, depending on the frequency of use.

## **Signs and Symptoms of Marijuana Use**

- ◆ Dilated pupils
- ◆ Slowed reflexes
- ◆ Giddiness
- ◆ Slowed thinking
- ◆ Moodiness
- ◆ Trance-like state
- ◆ Impaired vision
- ◆ Reduced feeling of pain
- ◆ Odor of burning
- ◆ Short-term memory loss
- ◆ Loss of concentration
- ◆ Unable to sleep after prolonged use

## **Signs To Look For**

- ◆ Cigarette rolling paper
- ◆ Dried plant material, either crumbled or pressed
- ◆ Roach clip (device to hold joint)
- ◆ Hash pipe (very small pipe)

## ***Facts about Opioids***

Opioids are classified as a narcotic analgesic. They tend to have a sedating, calming effect, and act as a depressant to the central nervous system. Opioids are more commonly known as morphine, codeine, hydrocodone, hydromorphone, oxycodone, oxymorphone, and heroin. Street names for Opioids are “junk”, “smack”, “horse”, and “brown sugar”. Opioids are prescribed by doctors to relieve pain, they can either be taken orally, injected or smoked. Some common names for these semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.

When the drug is injected, the user feels an immediate “rush”, usually followed by a very relaxed and soothing feeling. However, some Opioids can cause very unpleasant side effects such as nervousness, nausea, and restlessness, and if taken in excess, may cause coma or death.

## **Signs and Symptoms of Opioid Use**

- ◆ Mental confusion

- ◆ Slurred speech
- ◆ Unsteadiness
- ◆ Hostility
- ◆ Memory loss
- ◆ Drowsiness
- ◆ Excess talking
- ◆ Euphoria
- ◆ Depression
- ◆ Short attention span
- ◆ Cold, moist or bluish skin
- ◆ Reduced feeling of pain

### **Effects on Person**

- ◆ Lack of concentration – Day dreaming
- ◆ Distorted sense of time and distance
- ◆ Distorted vision

### ***Facts about Phencyclidine (PCP)***

Phencyclidine, commonly called “Angel Dust”, is known as a dissociative anesthetic. Users of PCP may experience hallucinations and signs of intoxication. They may not be able to focus their attention or will experience confusion and lack of coordination.

Although PCP has immediate short-term effects, it is also known for its long-term effect of causing psychotic behavior often associated with violent acts. Other street names for PCP include “hog”, and “crystal”. PCP may be smoked, snorted or injected.

### **Signs and Symptoms of PCP Use**

- ◆ Delusions
- ◆ Confusion
- ◆ Panic
- ◆ Increased blood pressure
- ◆ Anxiety
- ◆ Flashbacks

### **Effects on Person**

- ◆ More likely to take risks
- ◆ Impaired coordination
- ◆ Aggressive actions

## ***Facts about Alcohol***

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

### **Signs and Symptoms of Use**

- ◆ Dulled mental processes
- ◆ Lack of coordination
- ◆ Odor of alcohol on breath
- ◆ Possible constricted pupils
- ◆ Sleepy or stuporous condition
- ◆ Slowed reaction rate
- ◆ Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

### **Health Effects**

The chronic consumption of alcohol (average of three servings per day of beer [12oz], whiskey [1oz], or wine [6oz glass] over time may result in the following health hazards:

- ◆ Decreased sexual functioning
- ◆ Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)
- ◆ Fatal liver diseases
- ◆ Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma.
- ◆ Kidney disease, Pancreatitis, Ulcers
- ◆ Spontaneous abortion and neonatal mortality
- ◆ Birth defects (up to 54% of all birth defects are alcohol related).

### **Workplace Issues**

- ◆ It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- ◆ Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- ◆ A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.



**ACKNOWLEDGEMENT  
OF  
EMPLOYER'S DRUG AND ALCOHOL TESTING POLICY**

I, \_\_\_\_\_, the undersigned, hereby  
*Print Full Name*

acknowledge that I have received a copy of the anti-drug and alcohol misuse program policy mandated by the U.S. Department of Transportation, Federal Transit Administration for all covered employees who perform a safety-sensitive function. I understand this policy is required by 49 CFR Part 655, as amended, and has been duly adopted by the governing board of the employer. Any provisions contained herein which are not required by 49 CFR Part 655, as amended, that have been imposed solely on the authority of the employer are designated as such in the policy document.

I further understand that receipt of this policy constitutes a legal notification of the contents, and that it is my responsibility to become familiar with and adhere to all provisions contained therein. I will seek and get clarification for any compliance with all provisions contained in the policy. I also understand that compliance with all provisions contained in the policy is a condition of employment.

I further understand that the information contained in the approved policy dated April 1, 2018 is subject to change, and that any such changes, or addendum, shall be disseminated in a manner consistent with the provision of 49 CFR Part 655, as amended.

I hereby acknowledge that I have participated in and completed the required minimum 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use in accordance with Part 655.14(b)(1) and in addition, to the training, this policy and handbook was reviewed.

I further acknowledge that I have been advised of the consequences for safety sensitive employees who violate the testing requirements.

\_\_\_\_\_  
*Signature of Employee*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*



# MV Transportation Employee Handbook

Issue Date  
January 1, 2018



WELCOME TO MV TRANSPORTATION.....	1
Mission Statement and Values .....	2
Mission Statement.....	2
Our Values .....	2
Purpose of Employee Handbook.....	2
Nature of Our Business.....	3
At-Will Employment.....	3
Equal Employment Opportunity.....	3
Accommodations for Disabilities, Work Restrictions and Religion .....	4
Disabled, Recently Separated, Other Protected, & Armed Forces Service Medal Veterans ....	5
Anti-Harassment/Anti-Discrimination Policy .....	5
Immigration Law Compliance .....	7
Open Door Policy.....	8
Introductory Period.....	8
Employment Categories.....	8
Full-time .....	8
Part-time .....	9
Temporary.....	9
Safety Sensitive Functions .....	9
Compensation and Payroll Practices.....	10
Wages and Benefits .....	10
Payroll Status.....	10
Hourly employees.....	10
Salaried employees .....	10
Payroll Period & Pay Dates .....	10
Time Recording.....	10
Overtime .....	11
Reporting Errors.....	11
Pay Adjustments .....	12
Operator Payroll Procedures .....	12
Payroll Deductions .....	12
Compensation for Meetings/Training/Drug Testing.....	12
Travel Time .....	13
Length of Service .....	13
What to Do If You Have Questions about Compensation and Payroll Practices .....	13
Hours of Work.....	13
Work Schedules .....	13
Rest and Meal Periods .....	13
Attendance and Punctuality.....	13
Salaried employees.....	14
Hourly Employees .....	14
Excused Absence .....	14
Unexcused Absence .....	15
Tardiness .....	15
Disciplinary Guidelines for Attendance .....	15
Clean Slate .....	16
Company Meeting Attendance .....	16
Attendance Policy for Non-Exempt Introductory Employees.....	16
Attendance Policy for Exempt Employees .....	16

Job Abandonment .....	16
Emergency Closings and Seasonal Work.....	16
Employee Benefits .....	17
Health, Dental and Vision Insurance .....	17
401(k).....	17
Paid Time Off .....	17
Vacation Cash-Out Policy .....	17
Paid Holidays .....	18
Leave Policies.....	18
Workers' Compensation .....	19
Reporting Employee Injuries or Illnesses.....	20
Family and Medical Leave.....	20
Eligibility for Family and Medical Leave. ....	20
Types of Family and Medical Leave Available. ....	20
How and When to Request Leave. ....	21
Medical Certification Requirement. ....	21
Amount of Leave Available. ....	22
How the Amount of Leave is Calculated. ....	22
Benefit Continuation. ....	23
Reinstatement. ....	23
Pay Status.....	23
Fitness for Duty. ....	23
Status Update.....	24
Fraudulent Use of Leave. ....	24
Bereavement.....	24
Jury Duty.....	24
Administrative Leave .....	25
Employee Performance and Conduct Policies.....	25
Performance Appraisals .....	25
Conflicts of Interest .....	25
Reference Checks.....	25
Outside Employment.....	25
Hiring of Relatives .....	26
Anti-Fraternization Policy .....	26
Confidentiality and Proprietary Information.....	26
Electronic Data Systems Policy.....	27
Software Code of Ethics.....	28
Social Media Policy .....	28
Workplace Violence.....	31
Weapons Policy .....	31
Discipline .....	32
Minor Violations .....	33
Major Violations.....	33
Vehicle Citations .....	35
Personal Appearance.....	35
Smoking.....	35
Solicitation.....	36
Confidentiality of Information .....	36
Security Inspections .....	36
Employee Personnel Files.....	36

Safety and Incident Policies .....	37
Safety Hotline.....	37
Incident .....	37
Incident Reporting .....	37
Major Safety Incidents.....	38
Minor Safety Incidents.....	38
Subrogation of Incident or Injury Claims .....	39
Safety Investigation Leave .....	39
Electronic Systems.....	39
Safety Point System.....	39
Preventability of Incidents and Injuries .....	40
Disciplinary Action.....	40
Accruing Safety Points .....	40
Maximum Allowable Safety Points.....	41
Safety Point Hearing .....	42
Retraining.....	42
MVR Records.....	42
Statements at the Scene of an Incident.....	43
Leaving the Scene of an Incident or Injury.....	43
Safety Inspections.....	43
Wheelchair Lift Deployment.....	44
Safety Meetings .....	44
Return of Property.....	44
Use of Personal Cell Phones and other Electronic Devices.....	44
Preparedness for Work and Alertness Management .....	44
APPENDIX 1 .....	45
APPENDIX 2.....	47

## WELCOME TO MV TRANSPORTATION

As you begin your employment with MV Transportation, we welcome you to our organization and invite you to read and become familiar with the contents of this handbook. We believe you will find it full of helpful and valuable information about our policies and procedures. This handbook is designed to guide and assist you in performing to the best of your abilities, as well as developing and realizing your potential as one of our valued employees.

For over four decades, MV Transportation has been a leading provider of reliable and safe transportation. With your help, we are looking forward to continuing growth and prosperity as we find new and better ways to serve our customers' needs.

Please read this handbook carefully and retain it for future use. Familiarize yourself with its contents as soon as possible because it should answer many of your initial and ongoing questions about your employment. This handbook has been developed by MV Transportation to promote understanding, cooperation, and good communication. You are responsible for being familiar with the information included in the handbook. If you have any questions about any of the information, please ask your supervisor or Human Resources for explanation or clarification.

THIS HANDBOOK GENERALLY DESCRIBES SOME OF MV TRANSPORTATION'S CURRENT POLICIES AND PROCEDURES. **THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT.** NOTHING IN THIS HANDBOOK SHALL BE CONSTRUED TO CONSTITUTE A CONTRACT, AND THE COMPANY HAS THE RIGHT, AT ITS DISCRETION, TO MODIFY THIS HANDBOOK AT ANY TIME, UNLESS OTHERWISE PROVIDED UNDER THE TERMS OF AN APPLICABLE COLLECTIVE BARGAINING AGREEMENT, ARBITRATION AGREEMENT, OR OTHER VALID CONTRACT. THIS HANDBOOK SUPERSEDES AND REPLACES ALL PRIOR HANDBOOKS. HOWEVER, IF YOU ARE COVERED BY A COLLECTIVE BARGAINING AGREEMENT ("CBA"), TO THE EXTENT THERE ARE ANY DISCREPANCIES BETWEEN THIS HANDBOOK AND THE CBA, THE CBA WILL CONTROL.

Once again, we welcome you to our family and wish you success as we turn to face the numerous challenges, opportunities, and potential rewards ahead.



Kevin Jones  
Chief Executive Officer

## **Mission Statement and Values**

### ***Mission Statement***

We deliver innovative transportation solutions that provide freedom of movement, safety and a customer experience that is second to none.

### ***Our Values***

We are a people business and the word “RESPECT” best describes our commitment to service. To our passengers, YOU are the Company. As a MV employee, it is your responsibility to always protect our values. You have joined a very special Company that provides a very important service to our clients and customers. We stand for:

<b>R</b> espect	Let courtesy, warmth, empathy and kindness drive your behaviors
<b>E</b> thics	Simply put, do the right thing
<b>S</b> afety	Nothing is more important than safety
<b>P</b> rofitable Growth	Positive financial performance of our Company
<b>E</b> xcellence	Quality and integrity are our backbone
<b>C</b> elebration & Collaboration	It is all about teamwork and recognizing each other and our accomplishments
<b>T</b> alent & Innovation	We are the best at what we do and the service we provide

## **Purpose of Employee Handbook**

This employee handbook has been drafted as a guideline for our employees. It describes the Company’s general philosophy and some of its current policies and procedures, but it is not intended to be all-inclusive. Unless otherwise provided under the terms of an applicable Collective Bargaining Agreement, arbitration agreement, or other valid contract, the Company reserves the right to amend, withdraw, supplement, or modify any terms or conditions of employment, at any time and for any reason, without prior notice, whether stated in the handbook or established through employment practices or other employment policies, except for the Company policy regarding at-will employment which may only be modified as described below.

While the Company will generally follow the guidelines stated in this handbook, you should understand that it does not constitute a contract between you and the Company. The Company may deviate from these guidelines where federal, state

or local law has specific requirements which the Company must adhere to or follow. This Handbook contains some of the authorized employment policies of the Company and supersedes any other versions. Please see your manager for a copy of this policy which is also available on Portal or Sharepoint.

## **Nature of Our Business**

MV is a private contractor operating passenger transportation services for public and private agencies nationwide. We operate in a very competitive business environment; hence, we must operate safely, control our costs and provide outstanding customer and client service. We welcome your suggestions on how we can make improvements at our Company. Every MV employee plays a critical role in our success.

## **At-Will Employment**

MV is an at-will employer. That means that employment may be terminated at any time by either the employee or the Company, with or without notice, for any lawful reason. This also means your terms and conditions of employment, including but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, hours, and location of work may be changed with or without cause or notice at the Company's sole discretion. The at-will employment relationship cannot be changed, and no employee of the Company is employed for any specific time period, unless he or she has or is covered by a written agreement signed by the CEO, CHRO or if otherwise required by law. No person other than the CEO or CHRO is authorized to enter into any employment agreement for a specified term with any employee.

Some of our employees are covered by a collective bargaining agreement. If you are covered by a collective bargaining agreement, your employment relationship, including the terms and conditions of your employment, is governed by that Agreement.

## **Equal Employment Opportunity**

As a government contractor, MV's employment policy is to provide equal opportunity to all persons and to require affirmative action to ensure equality of opportunity in all aspects of employment. In furtherance of this policy, employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicant's or employee's race, color, creed, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, sexual orientation, gender identification, or any other characteristic protected by law. This policy statement governs all aspects of employment including but not limited to recruitment, selection, promotions, terminations, transfers, layoffs, compensation, training, benefits, and other terms and conditions of employment.

MV prohibits retaliation against applicants or employees who file discrimination charges with federal, state or local fair employment practice agencies, participate in investigations of such charges or an OFCCP proceeding, oppose unlawful employment practices, or assert any other rights protected by law.

MV's Equal Opportunity Policy is an essential part of the Company's overall commitment to attract, hire and develop a strong, talented and diverse work force.

### **Accommodations for Disabilities, Work Restrictions and Religion**

MV takes affirmative steps to employ and advance qualified individuals with disabilities at all levels of employment. MV Transportation will make a reasonable accommodation for the known physical or mental limitations of otherwise qualified individuals with a disability and/or who are otherwise physically restricted in the job duties they can perform, unless the accommodation would impose an undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Reasonable accommodation means any change or adjustment to a job or work environment that permits an otherwise qualified applicant or employee with a disability or work-related restrictions to participate in the job application process or to perform the essential functions of a job. Individuals seeking accommodations must make the request to their supervisor and to the Human Resources Department. Supervisors or managers who are notified of a request for accommodation must immediately forward the request to the Human Resources Department.

MV Transportation will also attempt to make reasonable accommodations for employee observance of sincerely held religious beliefs. All requests for a religious accommodation should also be directed to the supervisor and the Human Resources Department. Supervisors or managers who are notified of a request for an accommodation must forward all requests for a religious accommodation to the Human Resources Department.

Once a request for an accommodation is received, the request will be analyzed in order to aid in the determination of a reasonable accommodation. This interactive process may require additional documentation and/or communications with or between the employee, management, and/or the Human Resources Department, including obtaining more information regarding the requested accommodation and/or the reason for the accommodation and an assessment of any and all restrictions, in order to evaluate possible accommodations and the feasibility of proposed accommodations. All requests for accommodations will be considered and resolved on a case by case basis in accordance with applicable law.

## **Disabled, Recently Separated, Other Protected, & Armed Forces Service Medal Veterans**

MV's employment policy prohibits job discrimination and requires affirmative action to employ and advance disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized) and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

## **Anti-Harassment/Anti-Discrimination Policy**

All Company employees have a right to work in an environment free from all forms of unlawful discrimination and harassment. Consistent with the Company's respect for the rights and dignity of each employee, discrimination and harassment based on race, color, creed, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, sexual orientation, gender identification, or any other characteristic protected by applicable law, will not be tolerated. This includes harassment and discrimination by any MV employee, or a contractor, agent or third parties with whom MV employees interact during the course of their employment. All employees should be aware of the following:

1. Sexual harassment is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made as either an explicit or implicit term or condition of employment; (b) submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed employee; or (c) such conduct has the purpose or effect of interfering with an employee's work performance or creates an intimidating, hostile, or offensive work environment pursuant to applicable law. Sexual harassment can specifically include but is not limited to: unwelcome sexual flirtations, advances, or propositions; requests for sexual favors; verbal abuse of a sexual nature, obscene language, off-color jokes, verbal commentary about an individual's body, sexual innuendo, and gossip about sexual relations; the display of derogatory or sexually suggestive pictures, posters, cartoons, drawings, or objects, or suggestive notes or letters; visual conduct such as leering or making gestures; sexually suggestive comments about an individual's body or body parts, or sexual degrading words to describe an individual; unwelcome touching of a sexual nature such as patting, pinching or brushing against another's body; any other physical or verbal conduct of a sexual nature by supervisors, fellow coworkers, or others in the workplace; sending offensive e-mails to coworkers with sexually suggestive comments or sexually degrading words; and viewing inappropriate materials such as pornography in the workplace or during work hours.

2. Harassment on the basis of any protected characteristic is strictly prohibited. In general, statements or physical conduct relating to a person's race, color, creed, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, sexual orientation, gender identification, or any other status which is protected by applicable law constitutes harassment when it:
  - a. has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
  - b. has the purpose or effect of unreasonably interfering with an individual's work performance; or
  - c. otherwise adversely affects an individual's employment pursuant to applicable law.
3. Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.
4. All supervisors are responsible for assuring that no employee is unlawfully discriminated against or subjected to conduct that constitutes sexual or any other form of harassment.
5. An individual found to have engaged in inappropriate conduct, including discrimination, sexual harassment, or any other form of unlawful harassment, will be disciplined as appropriate, up to and including discharge.
6. Any employee who believes that he or she has been the subject of inappropriate conduct, including discrimination, sexual harassment, or any other form of harassment, or who has observed any such conduct should, and is strongly encouraged, to immediately bring the matter to the attention of any supervisor, any executive or any human resources employee. Alternatively, you may contact the Open Door Hotline, 877-687-2338.
7. Any complaint of harassment or discrimination should include details of the incident(s) or conduct, names of individuals involved, and the names of any witnesses. Supervisors and managers should immediately refer all harassment complaints to Human Resources.
8. If at any time an employee feels their report of discrimination and/or harassment is not being properly addressed, they are free, and strongly encouraged, to make an additional report to any of the individuals or the Open Door Hotline identified above.

9. A prompt and thorough investigation of the alleged discrimination and/or harassment will be conducted, and appropriate corrective and/or disciplinary action will be taken, if warranted. Complaints will be treated as confidential to the extent possible.
10. Refusal to cooperate in an investigation of harassment or discrimination or initiating a complaint in bad faith is also prohibited and may result in disciplinary action, including termination.
11. The Company will not in any way retaliate against an employee, applicant, or former employee who, in good faith, makes a complaint or report of discrimination or harassment, or participates in the investigation of such a complaint or report. Retaliation against any individual for reporting a claim of harassment or cooperating in the investigation of same will not be tolerated. Retaliation includes any adverse employment action because the employee complained about or resisted harassment, discrimination, or retaliation, or has cooperated in an investigation.
12. Any employee who believes that he or she has been retaliated against should immediately report it using the reporting procedure described above. Any report of retaliation by the one accused of discrimination or harassment, or by any other employee, including supervisors or managers, will also be promptly and thoroughly investigated in accordance with the procedures outlined above. If a complaint of retaliation is substantiated, appropriate corrective and/or disciplinary action will be taken.

**The contact information for the federal and state agencies that enforce the laws against unlawful discrimination and harassment in the states of California, Maine, Massachusetts, Rhode Island, and Vermont and for government contractors are listed in Appendix 1 to this Handbook. Please understand utilizing the Company's reporting procedures set forth above does not prevent you from filing a complaint with a federal or state agency.**

## **Immigration Law Compliance**

MV complies with the applicable immigration laws where it does business, including with the Immigration Reform and Control Act of 1986. MV is committed to employing only United States citizens and aliens who are authorized to work in the United States.

As a condition of employment, each new employee must properly complete, date, and sign the first section of the United States Citizenship and Immigration Services Form I-9. Newly rehired employees must also complete the form if they have not previously filed an I-9 with this organization, if their previous I-9 is more than three years old, or if their previous I-9 is no longer valid.

## **Open Door Policy**

As a MV employee, you've joined an organization that places high value on customer service. That same high value is placed on employees. You will find your supervisor values you as an employee and is there to help guide and assist you in performing your role.

We challenge ourselves to take the initiative and be part of the solution. Anytime you have a suggestion or idea to make things better or a concern or complaint about the way things are done, discuss it with your supervisor or any member of management. Your input is a valuable part of our success.

We are committed to addressing workplace concerns and issues important to you. If a situation arises with your job, another employee, or customer that makes you uncomfortable, MV asks that you immediately bring it to our attention. If, for any reason, you do not want to discuss the situation with your supervisor or if you feel issues remain unresolved, you can contact another member of management or you can call our Open Door Hotline at 877-687-2338 or email us at [employee.relations@mvtransit.com](mailto:employee.relations@mvtransit.com). You can also write to us at MV Transportation, 2711 N. Haskell Avenue, Ste 1500, LB-2, Dallas, TX 75204. Address your letter to the Chief Human Resources Officer.

You can be assured that such complaints will be investigated and that you will not be subject to any adverse action as a result of making a good faith complaint.

## **Introductory Period**

The first ninety (90) days of employment are an introductory period. The period is an essential part of the training and evaluation process and is used to ensure that each employee's performance meets the required standards. An introductory period may be extended at the discretion of the supervisor. However, because employment at MV Transportation is "at-will", both during and after the Introductory Period, the Company has no obligation to retain you either during or after you have completed your introductory period unless otherwise required by applicable bargaining agreement or by law.

## **Employment Categories**

### ***Full-time***

Full-time employees are those who are regularly scheduled to work at least 30 hours or more per week. Generally, regular, full-time employees may be eligible for some or all of the Company's benefit plans, subject to the terms, conditions, and limitations of each benefit plan/program. For purposes of determining benefits eligibility, the definition or standard for full-time may be different.

### ***Part-time***

Part-time employees are those who are regularly scheduled to work less than 30 hours per week. This generally includes casual, occasional and on-call drivers and other staff. While part-time employees receive all legally mandated benefits (such as workers' compensation and Social Security benefits), they are generally ineligible for many of the Company's other benefit plans/programs.

### ***Temporary***

Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not imply a change in employment status. Temporary employees retain such status unless and until notified of a change. The temporary employment relationship is an "at-will" relationship, regardless of whether an estimated duration of assignment exists. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security) they are generally ineligible for the Company's other benefit plans/programs.

### **Safety Sensitive Functions**

While all employees are responsible for strictly adhering to all rules and policies affecting the safety of the workplace, our customers and employees, the following functions are considered to be "safety sensitive":

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service

Thus, the following positions are "safety sensitive":

- Driver
- Mechanic and other maintenance personnel
- Reservationist (if performing safety sensitive functions)
- Dispatcher
- Road Supervisor
- Assistant, Maintenance, Operations, Safety or General Manager

## **Compensation and Payroll Practices**

### ***Wages and Benefits***

Each location of the Company has a wage and benefit structure, which is subject to change. A printed summary is posted at each location setting forth the current wage and benefit information for your location and will be made available to you upon request. If you are covered by a collective bargaining agreement, it will describe the wages and benefits for members of the bargaining unit. Contact your General Manager or the Human Resources Department if you have any specific questions about your wages or benefits.

### ***Payroll Status***

#### Hourly employees

A hourly employee (whether full or part time) is paid for actual hours worked and is entitled to overtime pay in accordance with applicable state and federal laws.

#### Salaried employees

Salaried employees are generally not eligible for overtime pay and receive a weekly salary, regardless of the amount of hours they work that is paid every pay period.

### ***Payroll Period & Pay Dates***

For payroll purposes, the workday is defined as 12:01 a.m. to midnight and the workweek is defined as 12:01 a.m. Saturday to midnight the following Friday. Any type of paid time off is not counted as time worked for computing overtime.

Generally, payday is every other Friday unless otherwise required by bargaining agreement or state law. The specific pay dates for each division or location are posted on the employee bulletin board at that division or location. If a payday falls on a holiday, you will receive your payment on the preceding Thursday or the last business day before the holiday. Each payment covers work performed during the 14-day period ending the Saturday before payday. Direct deposit is available to all employees.

### ***Time Recording***

If you are an hourly employee, you must record the time you start work, the times you leave for and return from meal breaks, and the time you leave at the end of your working day. All employees are required to record time-off.

Hourly employees must accurately record all time worked and should not work any time that is not authorized by their supervisors. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are directed to do so. If you have any questions about when or how many hours you are expected to work, contact your supervisor.

It is a violation of our policy for anyone to instruct or encourage another employee to work “off the clock,” to incorrectly report hours worked, or to alter another employee’s time records. If anyone directs or encourages you to work “off the clock,” incorrectly report your hours, or to alter another employee’s time records, you should report the incident immediately to your supervisor, any member of management, the Human Resources Department, or the Open Door Hotline at 877-687-2338.

When your employment begins, you will receive instructions on how to record your time. Your immediate supervisor or manager must authorize your time record.

### **Overtime**

**Hourly** employees will be paid overtime **pay (generally, time and one-half their regular rate of pay)** for all hours worked in excess of 40 **hours** in one workweek and as otherwise required by applicable state, federal, or local law (including without limitation daily overtime **and double time as** required by state or local law). **Hours for which you are paid pursuant to the Company’s PTO, Vacation, Holiday Pay, or other applicable policies will not be used for purposes of calculating overtime. The Company prohibits “comp time” as a replacement for overtime pay for hourly employees.** All overtime work must be authorized in advance. Although employees will be paid for all hours worked, including any overtime, working overtime without prior authorization may result in disciplinary action.

**Salaried** employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime is provided to **salaried** employees, **unless required by applicable law.**

### **Reporting Errors**

MV Transportation takes all reasonable steps to ensure that employees are properly classified, paid for all hours worked, receive the correct amount of pay in each pay check, and paid promptly. If a mistake does occur and is called to the Company's attention, corrections will be made promptly. The Company has an internal complaint procedure for any employee who believes they have not been properly compensated. Employees who believe they have been erroneously compensated must immediately notify the Payroll or the Human Resources Department or utilize any other reporting procedure set forth in this handbook. The Human Resources department will share the results of its investigation with the employee and immediately take any necessary corrective action. Employees are free to utilize this reporting procedure without fear of reprisal or retaliation. An employee who believes they have been retaliated against for reporting a compensation error should immediately report such a belief to the Human Resources department or the Open Door Hotline at 877-687-2338.

### ***Pay Adjustments***

Operators and other division-based hourly jobs typically are considered for pay adjustments tied to an anniversary date or other due date and are effective on the first day of the pay period following the anniversary date and/or due date.

### ***Operator Payroll Procedures***

MV has adopted procedures that govern compensation for operators including rate of pay, hours of work, training time, non-revenue and revenue work. Please refer to the policy posted at your division for additional information.

### ***Payroll Deductions***

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. It is your responsibility to complete your W-4 form properly to ensure the proper amount of taxes are withheld.

The Company offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay to cover the costs of participation in these plans/programs, such as health insurance or 401(k). Payroll deductions may also occur in other circumstances, such as court ordered garnishments, pre-authorized deductions for uniforms or voluntary written authorization.

Salaried employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and state government, as applicable; however, the Company may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

If concerns about any salary pay deductions arise, employees should discuss and resolve them with their supervisor or the Payroll Department or utilize any other reporting procedure set forth in this handbook.

### ***Compensation for Meetings/Training/Drug Testing***

Hourly employees will be paid their regular hourly rate for meetings, training and/or drug testing during regular work hours and a training rate for attendance occurring outside regular work hours. If an employee's job classification does not have a specified training rate, the training rate is the applicable minimum wage.

### ***Travel Time***

Unless applicable law provides otherwise, hourly employees are paid their regular hourly rate for travel that occurs during their regular work hours. For travel outside regular work hours, travel time is paid at the applicable minimum wage. The Company will follow all applicable state or federal laws in determining whether travel time is treated as hours worked.

### ***Length of Service***

An employee's start date, the date on which an employee began to receive wages, is considered their "date of hire". MV will bridge an employee's length of service if they voluntarily resigned, were in good standing when they resigned and return to the Company within 90 days of their resignation date.

### ***What to Do If You Have Questions about Compensation and Payroll Practices***

If you have any questions, concerns, comments, or complaints related to your compensation or the Company's payroll practices, please direct those comments to your supervisor, any executive, the Payroll department, or the Human Resources department. You may also contact the Open Door Hotline at 877-687-2338.

### **Hours of Work**

#### ***Work Schedules***

Work schedules for employees vary throughout the Company. Supervisors will advise employees of their individual work schedules. Staffing needs, operation demands, and client service requirements may require variations in the total hours that may be scheduled each day and week. The Company does not guarantee hours of work or schedules.

#### ***Rest and Meal Periods***

The Company complies with federal and state legal requirements concerning meal and rest periods, and you will be provided with meal and rest periods in accordance with applicable law. If you have any questions concerning the meal and rest break requirements for the location at which you work, please contact the Human Resources Department.

### **Attendance and Punctuality**

To maintain a productive work environment, the Company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Company. All MV employees are required to report to work on time every day they are scheduled to work.

### ***Salaried employees***

If an employee is unable to report to work or will be reporting after a scheduled starting time for any reason, absent extenuating circumstances, the employee should personally call their supervisor. If their supervisor is unavailable a member of management or the Human Resources Department should be contacted. Messages should not be left with other employees. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment. Each situation of absenteeism or tardiness will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. Absent extenuating circumstances, an employee who fails to personally call their supervisor for two or more days to report absence will be considered to have abandoned and voluntarily terminated their employment.

### ***Hourly Employees***

The following applies to all non-introductory period employees and is based on a rolling twelve (12) month time period:

The policies outlined in this section do not limit the employee's and the Company's right to end the employment relationship at any time, for any reason not prohibited by law, with or without cause, and with or without notice unless otherwise required by the applicable bargaining agreement.

### ***Excused Absence***

Excused absences are approved requests for family medical leave (FMLA), kin care (if required by state law), personal leave, jury and/or witness duty, military, bereavement, pre-arranged vacation days or any other leave protected by law. Attendance points are not issued for excused absences.

Pre-arranged vacation days will be excused if:

- 1** - A MV "Request for Time Off" form is completed and approved by the Operations Manager, General Manager or Regional Vice President.
- 2** - These steps are completed per the division's advance notice policy.

### ***Unexcused Absence***

Absenteeism is measured in points. Employees are required to call in for each day of work missed. All employees who will be absent or tardy are required to notify their supervisor or dispatch at least one (1) hour prior to the start of their shift. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

- An unexcused absence, where the employee calls in at least one (1) hour prior to the start of his/her shift, is counted as one (1) point.
- Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.
- Calling in less than one (1) hour in advance of your start time to report an absence or tardy is counted as one and one-half (1 ½) points.
- Failure to call more than one (1) hour after the start of a scheduled shift for a scheduled shift (No Call/No Show) is counted as four (4) points.
- A failure to complete the entire shift is counted as one (1) point.
- Missing a required meeting is counted as one (1) point.

### ***Tardiness***

- Arriving to work up to 15 minutes after your scheduled reporting time either for shift start or returning from rest or meal breaks is one-half (1/2) point.
- Reporting to work more than 15 minutes after a scheduled reporting time either for shift start or returning from rest or meal breaks will be counted as one (1) point.
- If an employee is tardy for their shift, the shift may be re-assigned and the employee sent home.

### ***Disciplinary Guidelines for Attendance***

All non-exempt employees will be issued an Employee Attendance Report documenting each occurrence.

Violations of more than one component of the attendance policy, will receive a single point assessment of the highest value.

Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee's record 12 months after they are issued. If an employee reaches ten (10) points within a rolling 12-month period, he/she will be terminated.

### ***Clean Slate***

If an employee goes "point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior points will not be considered as a basis for disciplinary action.

### ***Company Meeting Attendance***

We require that all employees attend Company operations meetings, which include the monthly safety meetings. Failure to attend a mandatory Company meeting will result in one attendance point.

### ***Attendance Policy for Non-Exempt Introductory Employees***

MV expects new employees to demonstrate excellent attendance during their introductory period. Introductory period employees are permitted no more than one (1) point using the guidelines set above.

### ***Attendance Policy for Exempt Employees***

Due to the nature of exempt or salaried work, exempt employees are not subject to the Attendance/Tardiness Policy. Exempt employees are expected to maintain good attendance and complete all work assignments and meet the requirements of the position.

### ***Job Abandonment***

Unless otherwise prohibited by applicable law, an employee who does not report for three consecutive days' scheduled shifts and does not contact the Company during this time period will be considered to have voluntarily resigned his or her position.

### ***Emergency Closings and Seasonal Work***

Emergency conditions, such as severe weather, fire, flood, or earthquake, can disrupt Company operations and interfere with work schedules, as well as endanger employees' well-being. These extreme circumstances may require the closing down of operations partially, or business altogether. Time off due to emergency closings is generally unpaid.

Due to seasonal or holiday fluctuations of business, it is sometimes necessary to reduce hours below the normal level of hours worked. When this is necessary, such reductions will be based on certain factors, including but not limited to agency and client schedules, as well as driver seniority. Drivers should expect such slowdowns to include, but not be limited to, summers and seasonal holidays such as Thanksgiving or Christmas.

## **Employee Benefits**

### ***Health, Dental and Vision Insurance***

Eligible, full-time employees are currently offered health, dental and vision insurance benefits as required by federal law and in accordance with the requirements of the plans. The details of those benefits, including eligibility requirements, are set forth in the plan documents themselves, and coverage and rates are subject to change periodically.

### ***401(k)***

Eligible, full-time employees may currently participate in the Company's 401(k) plan. The plan documents govern the terms of the plan. If you would like information concerning the Company's 401(k) plan, please contact the Human Resources Department.

### ***Paid Time Off***

Full-time employees are eligible to accrue Vacation or paid time off ("PTO"), subject to the applicable waiting period. Each location has its own accrual program for vacation or PTO. Please check with your manager or the division wage and benefit sheet for your vacation or PTO accrual rate and more specific information regarding the terms and conditions associated with the vacation or PTO program for your location. Vacation or PTO accrual is capped at 120 hours for hourly employees and 160 hours for salaried employees, unless otherwise regulated by state or other law. Unless prohibited by applicable law, vacation or PTO accrual will be suspended once the cap is reached, and accrual will begin again once vacation or PTO is used and the balance drops below the cap. Generally, employees should notify the division of the request to use vacation or PTO in accordance with the division's advance notice policy. In the absence of an advance notice policy, employees should provide as much notice as possible for planned absences and no less than one week's notice. In the event of unforeseeable circumstances, a shorter notice period may be acceptable. If a request for vacation or PTO is not approved and the employee is absent from work during that period, the employee is subject to discipline and may not be paid for that time off.

At the time of separation of employment, an employee will be paid all accrued and unused vacation or PTO, only if state or other applicable law requires that the Company pay the employee for accrued and unused vacation or PTO.

### ***Vacation Cash-Out Policy***

Drivers may cash out vacation pursuant to their division's cash out policy.

### ***Paid Holidays***

Full-time employees are eligible for paid holidays, subject to the applicable waiting period. The list of paid holidays and any applicable waiting period are posted at each facility. Holiday pay will only be paid to a non-exempt employee if the employee has worked his/her scheduled work day preceding the holiday and has worked his/her scheduled workday following the holiday.

If a paid holiday falls on an employee's day off or an employee is required to work on a holiday, the employee may receive an alternative day off or holiday pay, depending on the location's policy.

If a holiday falls during any unpaid time off (leave or vacation for example), the employee will not receive holiday pay.

### **Leave Policies**

The Company provides all leaves required by applicable federal, state, or other applicable law, including the following types of employee leaves listed below. Any unpaid leave of absence in excess of 30 days may impact vacation accrual, healthcare benefits and length of service for seniority or bidding purposes. Please see your manager for a copy of this policy which is also available on Portal or Sharepoint.

In addition to the leaves listed below, many states have created other protected leaves. Please see your state addendum for information regarding additional leaves available under state law.

All applicable leaves run concurrently. For example, if an employee takes time off for a serious health condition that resulted from a work-related injury, the workers' compensation leave, state and federal family medical leave, if applicable, begin on the first day of absence.

Additional leaves of absence, other than those identified below, may be requested and will be considered on a case-by-case basis.

To the extent that any provision of this Leave Policy conflicts with any federal, state, or local law, the Company will follow all applicable laws irrespective of this policy and employees will be granted leave in accordance with all applicable laws. Where greater benefits than those described herein are required under applicable law, employees will receive those benefits.

IF YOU BELIEVE THAT YOU REQUIRE A LEAVE OF ABSENCE, PLEASE SEE YOUR STATE ADDENDUM AND CONTACT THE HUMAN RESOURCES DEPARTMENT AS SOON AS POSSIBLE FOR SPECIFIC INFORMATION REGARDING THE LEAVE POLICIES WHERE YOU ARE LOCATED. IF YOU BELIEVE YOU HAVE BEEN UNLAWFULLY DENIED LEAVE THAT YOU ARE ENTITLED TO UNDER APPLICABLE LAW, YOU MUST CONTACT THE

HUMAN RESOURCES DEPARTMENT OR UTILIZE ANY REPORTING PROCEDURE SET FORTH IN THIS HANDBOOK.

### ***Workers' Compensation***

MV purchases Workers' Compensation Insurance for employees who incur a work-related injury or illness. Any illness or injury to an employee, regardless of severity, that occurs while on the job must be reported. Any employee who has suffered a work related injury or illness has the right to make a workers' compensation claim. The employee may then be sent to a Company approved medical facility for treatment or examination, which may determine whether follow-up care is necessary. While on Workers' Compensation leave or while on a Temporary Modified Work assignment, employees shall conform to all applicable rules, policies and procedures. Employees will not be discriminated or retaliated against for presenting a Workers' Compensation claim, hiring a lawyer to represent the employee in the claim, commencing a proceeding before a worker's compensation board or commission, or testifying in such a proceeding.

Employees are required to fully cooperate with MV and MV's Workers' Compensation adjuster/administrator in the management of their claim. Failure to attend scheduled medical appointments without a reasonable basis may result in employee being sent home without pay pending an updated work status.

All employees who are involved in a workplace accident or incident resulting in property damage or any person being required to obtain medical attention will be subject to a drug and alcohol test (if allowable by state or other applicable law) and may be placed on unpaid "safety leave" until the results of the test are known.

Temporary modified work may be offered to those employees who have sustained a compensable workers' compensation injury and who have been released by an authorized health care provider to return to work with medical and/or physical restrictions. Temporary modified work may be assigned for up to 26 weeks per claim.

The Company may establish the temporary modified work day and work week based on the restrictions set forth by the authorized health care provider. Temporary modified work days shall not exceed 8 hours per day or 40 hours per week to ensure temporary modified duty employees do not work overtime.

Prior to acceptance of temporary modified work, the employee shall be furnished a written temporary modified work offer indicating the temporary modified work duties. Employees accepting this work shall receive their normal regular hourly rate of pay for the temporary modified work they perform. Please see your manager for a copy of this policy which is also available on Portal or Sharepoint.

Prior to returning to full-duty work, employees may, depending on circumstances or the nature of the injury, be subject to a return-to-work medical examination by a Company-approved doctor.

### ***Reporting Employee Injuries or Illnesses***

Employees are required to immediately report, as soon as possible, unless in the circumstances it would not be reasonable to do so, all on-the-job injuries and illnesses to their General Manager, Safety Manager, Dispatcher or immediate supervisor. Failure to timely report any incident, regardless of whether or not it results in injury or property damage, may result in disciplinary action up to and including termination. Please see our Safety Policy for more information on Incidents and Incident Reporting.

### ***Family and Medical Leave***

Employees have rights to family and medical leave under the Federal Family and Medical Leave Act of 1993. The Company provides Family and Medical Leave in accordance with both federal and any state or other applicable law.

#### **Eligibility for Family and Medical Leave.**

Employees who have worked at the Company for at least 12 months, who have worked at least 1,250 hours during the previous 12 months, and who work at a location where at least 50 employees are employed by the Company within 75 miles are eligible for Family and Medical Leave. Where the Company has assumed an existing contract, the time an employee has worked for a previous contractor is considered in this calculation.

#### **Types of Family and Medical Leave Available.**

State and federal laws allow Family and Medical Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason of the Family and Medical Leave, it is important to identify the reason for the leave. Family and Medical Leave is available for the following reasons:

- The birth, adoption, or foster care of an employee's child within 12 months following the birth or placement of the child ("Bonding Leave").
- To care for an immediate family member (spouse, registered domestic partner, child or domestic partner's child, or parent with a serious health condition) ("Family Care Leave").
- An employee's inability to work because of a serious health condition ("Serious Health Condition Leave"), as defined by law.
- A "qualifying exigency," as defined under the FMLA, for military operations arising out of a spouse's, child's or parent's Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a "contingency operation" declared by the U.S. Secretary of Defense, President, or Congress, as required by law. ("Military Exigency Leave").

- To care for a spouse, child, parent, or next of kin (nearest blood relative) who is (a) an Armed Forces member (including the National Guard and Reserves) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties, or (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs) and who has a serious injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran ("Service Member Family Leave".)

#### How and When to Request Leave.

If you need Family and Medical Leave, you must provide the Company notice of the need for leave. To request foreseeable leave (such as following the birth of a child or for planned surgery), you should fill out an Application for Leave of Absence form, which is available from Human Resources at least 30 days in advance and submit the form to your Division Manager. When the need for leave is not foreseeable, you must give notice as soon as possible and, if possible, the notice should be in writing. Any request for leave should provide the Company with enough information to determine whether the leave qualifies as Family and Medical Leave.

#### Medical Certification Requirement.

If your leave is due to a serious health condition, either your own or a family member's, you will be required to furnish Medical Certification from a health care provider. Medical Certification forms are available from Human Resources. Failure to provide the required certification may result in the delay, denial, or cancellation of leave. If the certification shows that your absence does not qualify under the FMLA, the FMLA designation will be revoked retroactive to the first day of your leave and you may be subject to MV's attendance policy. The Company may require recertification during your leave.

At the Company's expense, the Company may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact the Human Resources department prior to scheduling planned medical treatment.

For *Military Exigency Leave*, employees are required to provide: (a) as much advance notice as is reasonable and practicable under the circumstances; (b) a copy of the covered military member's active duty orders when the employee requests leave; and (c) a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date. Certification forms are available from the Human Resources department.

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the Company may presume you do not plan to return to work and voluntarily terminate your employment.

#### Amount of Leave Available.

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: 1) Bonding Leave; 2) Family Care Leave; 3) Serious Health Condition Leave; and/or 4) Military Exigency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, their leave may be limited to a combined total of 12 weeks if the leave is taken for Bonding Leave or Family Care Leave, under certain circumstances. A 12-month period begins on the date of your first use of FMLA Leave.

The maximum amount of Family and Medical Leave for an employee wishing to take Service Member Family Leave will be a combined leave total of twenty-six (26) workweeks in a 12-month period.

*EXAMPLE:* You take 12 workweeks off to bond with a newly adopted child. Later, in that same 12-month period, you wish to take time off from work to care for a spouse, child, parent or next of kin under the Service Member Family Leave provision of this policy. Because the law allows extra time off for Service Member Family Leave, you will be allowed to take this time off, so long and the total amount of leave does not exceed 26 workweeks.

If both spouses work for the Company and are eligible for leave under this policy, the spouses may be limited to a total of 26 workweeks off between the two when the leave is for Service Member Family Leave only or is for a combination of Service Member Family Leave, Bonding Leave and/or Family Care Leave.

Under some circumstances, you may take Family and Medical Leave intermittently – which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule.

#### How the Amount of Leave is Calculated.

The Company will calculate Family and Medical Leave on a "rolling 12-month basis." This means that the 12-month period is measured backwards from the date an employee uses any Family and Medical Leave. Each time an employee

takes Family and Medical leave, the remaining leave entitlement would be any balance of the 12-week annual entitlement (or 26 weeks, if applicable) that had not been used during the immediately preceding 12 months.

#### Benefit Continuation.

During Family and Medical Leave, your group health insurance will be maintained under the same conditions as if you were working. If you are on paid leave, your share of the premium, if any, will be deducted from your pay. If you are on unpaid leave, you must make the premium payments yourself on a monthly basis. If employee premium payments are more than 30 days late, insurance coverage may be terminated. You will be required to reimburse the Company for any premium payments you missed that the Company pays on your behalf.

You will not continue to accrue vacation or PTO while on unpaid Family and Medical Leave.

#### Reinstatement.

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, because the maximum entitlement under the FMLA is 12 weeks (or 26 weeks for Service Member Family Leave), this right to reinstatement will not apply to leaves that continue after the amount of leave you are entitled to is exhausted. Additionally, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

"Key employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a "key employee", you will be notified of the possible limitations on reinstatement at the time you request a leave.

#### Pay Status.

Family and Medical leave is generally unpaid leave. However, if you have any accrued PTO, you may be required to use that accrued time. Under these circumstances both the paid and unpaid leave count as Family and Medical Leave.

You may be eligible to receive benefits through State-sponsored, Company-sponsored, or some other wage-replacement benefit programs.

#### Fitness for Duty.

If you are taking medical leave due to your own serious health condition, you must provide a return to work release from your health care provider before you return to work. The return to work statement should be submitted to the Leaves Manager in the Benefits Department. Employees returning to work after 30 days or more break in service will be required to undergo a background check, return-

to-work physical and drug test, as permitted or required by applicable federal or state law which includes but is not limited to regulations and requirements set forth by the DOT, FTA, FMCA, OSHA and ADA.

#### Status Update.

While you are on leave, the Company may require you to periodically confirm your status and your intention to return to work. Any employee who decides while on leave that he or she will not be returning to work at the end of the leave should immediately inform the Company.

#### Fraudulent Use of Leave.

If the Company determines that an employee has obtained leave or continued to take leave under the state or federal family and medical leave laws based on fraudulent, dishonest or misleading conduct of any kind, the employee will be subject to immediate termination.

A Notice to Employees of Rights Under FMLA is attached to this policy, as Appendix 2.

#### ***Bereavement***

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately. Immediate family member is defined as spouse, domestic partner, child, domestic partner's child, sibling, parent (or person who raised you), grandparent or grandchild. Hourly employees may be granted unpaid time off of up to one week for bereavement leave. See your division or location for specific policies regarding bereavement leave. Salaried employees may take paid time off of up to three days (five days if air travel is required) for bereavement leave.

#### ***Jury Duty***

A leave of absence will be granted if an employee is required to appear for jury duty. An employee must notify their supervisor immediately upon receipt of your selection notice. Exempt employees are entitled to full pay for each day of jury duty or service as a witness if they work anytime during the week of jury duty. If no work was performed during the week, the employee will not be compensated. Unless applicable law provides otherwise, non-exempt employees will not be compensated; however, the absence will be considered excused and the employee will continue to accrue other benefits, such as vacation or PTO. Employees may use any accrued vacation or PTO for the period of the jury duty leave. Employees are expected to report to work whenever the court schedule permits.

### ***Administrative Leave***

Unless prohibited by law, employees are required to report any life event that could potentially disqualify them from employment based on our Qualification standards. The employee may be placed on unpaid administrative leave until a final disposition has been provided by the appropriate authoritative agency.

## **Employee Performance and Conduct Policies**

### ***Performance Appraisals***

Exempt employees and non-exempt staff employees will ordinarily be reviewed annually during a common review date of January 1. The appraisal will be discussed in a meeting between the employee and the supervisor. The supervisor and employee will review the job requirements, performance objectives, or other performance criteria. A performance rating will be assigned and an annual pay review may be provided.

### ***Conflicts of Interest***

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Our Code of Conduct outlines our policies regarding conflicts of interest.

### ***Reference Checks***

No employee may provide a reference check, letter of reference, verification of employment or disclose any performance or employee information to any outside party at any time on either a current or past employee. All requests for reference checks or verifications of employment must be forwarded to Human Resources at the Support Center. The Company only provides confirmation of employment, dates of employment and position held. No performance or termination information may be disclosed.

### ***Outside Employment***

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with the Company. Employees should consider the impact that outside employment, whether paid or voluntary, may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subjected to the scheduled needs of our clients, regardless of any existing outside work requirements. In some divisions, operators are required to report hours worked as a driver for another employer on a daily basis. Under certain circumstances a log may be required. Your General Manager has more information.

### ***Hiring of Relatives***

MV Transportation is a family oriented company and encourages family and friends of employees to consider making MV their company too. However, relatives in the same area of the company may not supervise each other or direct each other's work. Exceptions to this policy must be approved by the Chief Human Resources Officer.

### ***Anti-Fraternization Policy***

In order to promote the efficient operation of the Company's business and to avoid misunderstanding, complaints of favoritism, other problems of supervision, security, and morale, and possible claims of sexual harassment, members of management and supervisors are forbidden to date or pursue romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this guideline will be subject to discipline, up to and including termination of employment.

### ***Confidentiality and Proprietary Information***

During the course of employment, employees may receive and have access to confidential information. All employees are expected to respect and maintain the confidentiality of employee and customer records, business records, data and other information not otherwise available to the public. Upon separation of employment, an employee must return all documents, records, or any property that belongs to the Company or is related to Company business. Any programs, writings, or other material developed by an employee as part of his or her work at the Company is property of the Company.

The protection of confidential business information during and after your employment is important to the interests and the success of this Company. Such confidential information includes, but is not limited to the following examples:

- Technological Data
- Operations Data: customer lists, trip sheets, financial & billing information, schedules, dispatch logs, policy or program manuals
- Marketing plans and strategies, or project plans or proposals
- Personnel or labor information such as names, titles, employee phone numbers, medical and benefit information, training materials or labor relations strategies

Nothing in this policy, however, should be construed to prohibit employees from discussing their terms and conditions of employment amongst themselves.

### ***Electronic Data Systems Policy***

The Company maintains a computer system, a voice-mail system and an e-mail system to assist employees in conducting Company business. These systems, including the equipment and data stored in the systems, are the exclusive property of the Company. As such, all messages created, sent, received or stored in these systems are and remain the property of the Company.

The Company's e-mail and computer systems and resources are not to be used for any non-business purposes, entertainment, personal communications and other personal use or any illegal, harassing, inappropriate, pornographic, libelous or obscene purpose during or outside work hours. The only exception is for limited personal uses, subject to the limitations and guidelines set forth in this Handbook and of the Internet, Newsgroup and Electronic Mail Policy. This policy allows for reasonable personal use of the internet during an employee's own time (non-working time), for example at the beginning of the day, during the lunch break and again at the end of the working day, and so long as it does not interfere with your work and/or the work of other employees. The Company's electronic data systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitation.

Because the computer systems and resources remain Company property, employees should have no expectation of privacy with regard to these systems and resources. All computers and Company equipment are subject to search at any time. Additionally, MV reserves the right to discontinue an employee's access to any computer systems and resources at any time.

The Company reserves the right to access, read, review, and monitor all messages, images, programs, files, and content on the Company's email, voicemail, computer and internet systems, and employees should have no expectation of privacy in this regard. You are advised that any incidences of inappropriate use may result in disciplinary action up to and including termination of employment.

Examples of 'inappropriate usage' would be:

- visiting sites with sexual or offensive context
- transmitting, receiving, viewing, or storing words or images of a discriminatory or harassing nature or that are obscene, vulgar, derogatory, or inflammatory
- excessive personal use of the internet during working hours
- any usage, including, streaming radio, music and video, with legal implications such as copyright and performing rights
- any use that would violate any Company policy or rule or any federal, state, or local law

The above are illustrative examples, and are not intended to be exhaustive.

Employees are prohibited from downloading or uploading “executable” files, music, videos, or any software without advance written approval by the Director of Information Technology. Additionally, employees are prohibited from copying software without advance written approval by the Director of Information Technology.

Please see the Internet, Newsgroup and Electronic Mail Policy for more detail.

### ***Software Code of Ethics***

Unauthorized duplication of copyrighted computer software violates the law and is contrary to our organization’s standards of conduct. The Company prohibits all copying or pirating of software, and the use, duplication, or dissemination of copyrighted materials in violation of copyright laws is prohibited. The Company recognizes the following principles as a basis for preventing its occurrences:

- Employees are prohibited from making or using unauthorized software copies under any circumstances.
- Employees must comply with all license or purchase terms regulating the use of any software we acquire or use.
- Employees must comply with, and enforce, MV’s internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

### ***Social Media Policy***

The Company respects the legal rights of its employees and understands that employees' time outside of work is their own. However, employees should be mindful that their social media activity, even if done off premises and while off-duty, could affect the Company's legitimate business interests. For example, the information posted could be the Company's confidential business information. In addition, some readers may mistakenly view you as a spokesperson for the Company. Consequently, social media activity is a legitimate and proper focus of Company policy.

This Social Media Policy (the "Policy") provides guidance on responsible social media activity by employees. This Policy does not and cannot cover every possible social media activity. If you are unsure how this Policy may apply to your social media activity, the Human Resources Department is here to help you. For purposes of this Policy, "social media activity" includes all types of posts and other communications on the Internet, including but not limited to, posts on social networking or affinity sites (such as Facebook, LinkedIn, and Tumblr); blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as Twitter; and posts of video or audio on media-sharing sites, such as

YouTube or Flickr. "Social media activity" also includes permitting, or failing to remove, posts by others where the employee can control the content of posts, such as on a personal page or blog.

#### Application:

This Policy applies to social media activity that relates in any way to the Company's business, employees, customers, vendors, or competitors or that identifies an employee's affiliation with the Company (other than as an incidental mention of place of employment in personal social media activity unrelated to the Company). This Policy applies to social media activity when on or off duty, while using the Company's or personal electronic resources, and whether or not the employee posts anonymously or using a pseudonym.

#### Guidelines:

The Company values its established brand reputation and good will relationships. These are important corporate assets. When you engage in social media activity that identifies you as a Company employee, or in any way relates to the Company, you should bear that in mind. Unless you have received prior authorization in writing from an authorized Company representative, you should not represent or suggest in any social media content that you are authorized to speak on the Company's behalf, or that the Company has reviewed or approved your content.

You may use the Company's electronic resources to engage in social media activity for non-business purposes during your own time (non-working time), so long as it does not interfere with your or your co-workers' job responsibilities, and complies fully with all Company policies. You may not maintain an open connection to, or stream, any social media site. Such non-business use is a privilege that may be withdrawn if abused.

Your social media activity is subject to all pertinent Company's policies, including, but not limited to the Code of Conduct, Equal Employment Opportunity, Confidentiality, Anti-Discrimination/Anti-Harassment Policy, and Electronic Data Systems Policy.

The Federal Trade Commission requires that endorsements be truthful and not deceptive. If your social media activity endorses the Company's products or services, i.e., expresses opinions, beliefs, findings or experiences concerning the Company's products or services, you must disclose your name and position with the Company.

You should not post content about the Company, management, co-workers, vendors, or customers that is vulgar, obscene, physically threatening, intimidating, defamatory, harassing, or a violation of the Company's policies against discrimination or harassment. You should not unlawfully disparage the

Company's products or services, or the products or services of its customers, vendors or competitors.

You should not use the Company's logo, trademark or proprietary graphics (collectively, "IP") for any commercial purpose, such as selling or advertising any product or service, without the Company's prior written consent. You should not use the Company's IP in a way which suggests that you are representing the Company or while engaging in conduct that violates Company policy.

You should not disclose, or post images or video of, any of the Company's trade secrets or confidential business information or of any confidential business processes.

You should not post images or video of the Company's employees, customers, vendors or competitors without their prior permission.

To reduce the risk of identity theft, stalking, and similar criminal conduct, you should not disclose personally identifying information (such as personal telephone numbers, Social Security numbers, the date of birth, credit or debit card numbers or financial account numbers) of the Company's employees, customers, vendors or competitors.

Consistent with applicable law, members of management should not gain unauthorized access to the restricted social media page of a subordinate. Any employee may reject, without fear of retaliation, any request from any other employee that, if accepted, would permit access to a restricted social media page - such as a friend or connection request.

Employees may not use their Company e-mail address to register for any social media account or site, or as an identifier needed to participate in any social media activity, except to engage in social media activity authorized by the Company and for the Company's business purposes. Employees may reference the Company as their employer and include contact information on social and professional networking sites only, such as LinkedIn and Facebook.

If you need clarification of any aspect of this policy, contact the Human Resources Department. You should report all violations of this policy to the Human Resources Department or utilize any reporting mechanism set forth in this handbook.

The Company will, in its discretion, review social media activity to the fullest extent permitted by applicable law.

Employees are solely responsible for their social media activity and will be held accountable for violating this Policy. Failure to comply with this Policy may lead to discipline, up to and including termination of employment, and if appropriate, the Company will pursue all available legal remedies. The Company also may report suspected unlawful conduct to appropriate law enforcement authorities.

The Company will not construe or apply this Policy in a manner that improperly interferes with or limits employees' rights under the National Labor Relations Act.

### ***Workplace Violence***

MV Transportation is firmly committed to providing a workplace free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a policy strictly prohibiting any employee from threatening or committing an act of violence in the workplace, while on duty, while on company related business, or while operating any vehicle or equipment owned or leased by the Company.

Assistance is needed from all employees to achieve a workplace secure and free from violence. MV is committed to a “zero tolerance” policy and compliance with this policy in respect to workplace violence is every employee’s responsibility. Any and all incidents involving an act or threat of violence must be reported immediately to the employee’s supervisor or the Human Resources department. Any employee may do so without fear of retaliation of any kind. After the incident is reported to a supervisor, he/she will report the matter to the Human Resources department, who will conduct an investigation and take appropriate action.

Any employee who engages in or contributes to violent or threatening behavior may be subject to disciplinary action, up to and including termination.

### ***Weapons Policy***

The Company is committed to ensuring the safety of our employees, customers, clients, contractors, and visitors. In furtherance of this commitment, the Company maintains a weapons-free workplace (except as otherwise provided by law) and strictly enforces the prohibition of the use, carrying, or possession of deadly weapons or destructive devices while on the Company’s property and/or while performing related work or duties for the Company. Employees are also prohibited from keeping or storing weapons or destructive devices in their vehicles in parking areas, unless state law requires that employees be allowed to store or transport certain types of firearms in their own locked vehicles in Company parking areas.

Examples of deadly weapons or destructive devices: firearms, including but not limited to, handguns, rifles, pellet guns, and similar devices; knives with the exception of pocket knives; instruments capable of inflicting a heavy blow, including, but not limited to, nightsticks, clubs and similar devices; explosive devices, including but not limited to bombs, grenades, and similar devices and other devices whose primary purpose is the infliction of bodily harm.

Although some states license individuals to carry concealed firearms, the Company prohibits them on Company property or while participating in work-related duties for the Company. A violation of this policy is considered gross misconduct and will result in immediate discipline and/or termination.

Customers, clients, contractors, or other visitors who violate this policy will be asked to immediately leave the Company's premises and may be subject to arrest and prosecution by law enforcement officials for any criminal acts.

## **Discipline**

Any violation of MV Transportation policies or any inappropriate or improper behavior or conduct may warrant disciplinary action. Although the employment relationship may be terminated at will by the employee or the Company, without following any formal system of discipline or warnings, the Company may, in its discretion use progressive discipline. The progressive discipline system is intended to give the employee advance notice, whenever possible, of problems with their conduct or performance to provide the employee with an opportunity to correct their actions. Normally, progressive discipline involves verbal counseling and one or more written warnings, before an employee is terminated. However, deviations from progressive discipline may occur when serious offenses occur or circumstances warrant alternative measures in the Company's sole discretion. If your employment is governed by a valid collective bargaining agreement, discipline will be governed by that agreement.

Work rules are needed to ensure the safety and well-being of all employees. The purpose of Work Rules is not to punish employees; instead, it is intended to inform employees regarding expectations and provide a framework for coaching and counseling. The Company reserves the right to skip steps in the disciplinary process whenever it determines circumstances warrant. Work Rules are divided into two groups of offenses:

1. *Minor Violations* will usually be addressed in a four-step process (although the Company need not follow this sequence):
  - First violation – Counseling session/verbal warning
  - Second violation- written warning
  - Third violation – Final warning and/or unpaid suspension
  - Fourth violation – Termination
2. *Major Violations* will warrant disciplinary action up to a final warning and/or unpaid suspension, or termination.

### Minor Violations

The Company need not follow any particular sequence of discipline and may impose immediate suspension or discharge where circumstances warrant. Violations may be personally observed or reported, or observed via DriveCam and Other Video Systems or Electronic Systems, including GPS and mobile data terminals. Examples of minor violations include, but are not limited to, the following types of workplace behavior.

1. Failure to follow work policies, procedures or duties
2. Failure to follow personal appearance standards
3. Use of abusive or profane language
4. Use of personal radios while operating a Company vehicle.
5. Eating or drinking while operating a Company vehicle.
6. Violation of the Internet, Newsgroup and Electronic Mail Policy, not considered to be a major violation

### Major Violations

Major violations will result in termination or other serious discipline. Violations may be personally observed or reported, or observed via DriveCam and Other Video Systems or Electronic Systems, including GPS and mobile data terminals. Examples of major violations include, but are not limited to, the following types of workplace behavior:

1. Reporting to work or working under the influence, possessing alcohol or illegal drugs in the workplace, or any violation of MV's Drug and Alcohol Policy
2. Deliberately damaging or abusing property
3. Carelessness or horseplay resulting in property damage in excess of \$5,000 or personal injury
4. Insubordination, including the refusal and/or failure to follow a directive, to perform assigned work, or to encourage others to do either
5. Violation of confidentiality and proprietary information policy
6. Harassment prohibited by Company policies

7. Violations of State, Federal, County or Municipal laws, regulations or requirements that would disqualify you from employment under MV's hiring criteria, with the exception of moving violations while driving which are governed by the MV Safety Point System. Employees are required to report such arrests and/or convictions within 24 hours.
8. Additional violations of the MV Safety Policy, Attendance Policy, Substance Abuse Policy Violations, or misuse of Company vehicles and/or equipment, including but not limited to:
  - Operating without a valid license appropriate for that vehicle, equipment or service.
  - Driving on a suspended license
  - Driving a commercial vehicle without a valid medical card
  - Transporting school children without proper school bus certification as required by applicable law
  - Un-insurability as a vehicle operator
  - Negligent use of a Company owned or provided vehicle or equipment
  - Unauthorized use of a Company owned or provided vehicle or equipment including transporting unauthorized passengers
  - Use of a personal cell phone while operating a Company vehicle
9. Falsification of any records, such as medical forms, time records or employment applications, or making false statements
10. Unprofessional or disorderly verbal or physical conduct directed towards coworkers, passengers, clients or any third party while acting as a representative of the Company.
11. Engaging in a romantic or sexual relationship with a passenger who is unable to provide meaningful consent.
12. Entering a passenger's home while in service or in Company uniform without a legitimate business purpose
13. Possession of weapons or explosives on Company premises
14. Conviction of driving under the influence, reckless driving or hit-and-run driving whether on or off the job, in a Company or private vehicle, for employees performing safety sensitive functions

15. Use of Company property or Company garages for personal vehicle repair
16. Failing to pass initial, ongoing or changed qualification standards
17. Dishonesty, theft, or improper handling of company assets or cash
18. Gross negligence

### ***Vehicle Citations***

In addition to any potential safety point assessments, vehicle citations are the responsibility of the employee. MV will not pay for parking tickets or citations issued to Company vehicles or employees on Company time unless required by law. It is the responsibility of the employee to obey all traffic laws and to operate a vehicle in a safe and legal manner.

### ***Personal Appearance***

When at work, employees are expected to present a professional appearance and to dress according to the requirements of their position.

Every employee is expected to practice daily hygiene and good grooming. Scents – whether artificial or natural – should not be distracting to other employees or our passengers.

Where required, employees must come to work in a clean, pressed uniform. Those who report for work inappropriately dressed will be sent home unpaid and directed to return to work in proper attire. For safety reasons, the following appearance standards also apply for all operators and safety sensitive positions:

- Leather, rubber soled shoes must be worn
- Long hair extending past the shoulders must be tied back
- Fingernails cannot exceed 1/2" past the tip of the fingers
- Dangling jewelry, including earrings, is not permitted

If the employee's shift needs to be covered by another employee, the employee may forfeit his/her entire days shift at the manager's or supervisor's discretion. If sent home, the employee will be issued an attendance occurrence noted as an absence.

### ***Smoking***

Smoking (both cigarette and e-cigarette) is expressly forbidden in or near Company vehicles at all times. This rule applies to everyone - employees, passengers, clients and the general public. It is also prohibited for any employee to smoke in any MV facility or garage. Employees wishing to smoke must do so on their own time and a minimum of 20 feet from a facility or bus.

## ***Solicitation***

MV prohibits:

- Solicitation and distribution of goods, services, or literature by non-employees on Company premises
- Solicitation by employees on Company premises when the person soliciting or the person being solicited is on working time (Working time is the time employees are expected to be working and does not include your scheduled meal or other authorized breaks.)
- Distribution of goods and/or literature by employees on Company premises in non-working areas during working time, as defined above
- Distribution of goods and/or literature by employees on Company premises in working areas

*Note: A “working area” is an area, usually inside production areas or offices, where work is performed. It includes halls and aisles used in the course of employees’ work. It also may include outside areas like the yard. “Working area” generally does not include break rooms, cafeterias, employee parking lots and Company grounds or recreation areas.*

## ***Confidentiality of Information***

MV treats employee information as confidential. MV will only release employee information upon 1) written authorization, 2) court order, 3) as necessary in accordance with business needs and to administer benefits, or 4) to meet other contractual or legal requirements.

## ***Security Inspections***

Employees should not have an expectation of privacy in Company equipment such as desks, lockers, and computers. Desks, lockers, computer and communications systems are the property of the Company and therefore can be inspected by any agent or representative of the Company at any time, either with or without prior notice. The Company has the right to inspect packages and persons on, entering and/or leaving Company property. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the Company's premises.

## ***Employee Personnel Files***

MV Transportation retains the right not to provide an employee with any duplications or copies of any paperwork within his/her personnel file, unless otherwise provided by applicable law. Access to and documents from an employee's personnel file will be provided to employees as required by applicable law. Employees who are interested in reviewing the contents of their personnel file should complete the Personnel File Review Form and submit it to their Manager of Human Resources to schedule a mutually convenient time for an appointment.

To ensure that MV's personnel files are up-to-date and contain accurate, complete information, employees are asked to notify their supervisor or Human Resources of any changes that need to be made in any of the following categories:

- Name
- Telephone number
- Home address
- Individual to notify in case of an emergency

## **Safety and Incident Policies**

### ***Safety Hotline***

Since the safety, health and welfare of our employees, passengers and public is our number one priority at MV, we have established an Employee Safety Hotline to report any safety problems or concerns. Our safety hotline number is **1 - 877 – MVSAFE - T (687-2338)**. Concerns including vehicle maintenance issues, unreported incidents, failure to secure wheelchairs, office safety issues, etc. should be reported to the Employee Safety Hotline. You are also expected to report any instances to your supervisor so your concerns can be immediately addressed.

### ***Incident***

Any occurrence, event or action (regardless of how minor) which does not follow Company procedures or presents a threat or problem to MV, its passengers, public or its employees is considered an incident. Any occurrence involving a passenger while under the care, custody and control of MV and its employees is considered an incident. Any contact between your vehicle and another person, vehicle or object is considered an incident whether or not there was damage or injury.

### ***Incident Reporting***

All incidents, regardless of how minor, must be immediately reported per MV's 'Incident Reporting' procedure. Failure to timely report any incident, regardless of whether or not it results in injury or property damage, may result in disciplinary action up to and including termination. **For workplace injuries, please refer to our 'Workers' Compensation' policy.**

### ***Major Safety Incidents***

For incident reporting purposes, a major incident is one involving a transit vehicle or occurring on MV property. This includes, but is not limited to:

- Fatality
- Pedestrian or cyclist incident/injury
- Passenger incident or injury involving a lift
- Passenger incident or injury while entering or exiting a vehicle
- Passenger incident or injury involving improperly securing a passenger
- Preventable roll-away incident
- MV Operator is cited for a major/serious moving violation (reckless driving, DUI)
- Any injury (including to the MV Operator) requiring immediate medical attention away from the scene
- Property damage of at least \$5,000
- Environmental spills
- Vehicle roll-over/lay-over
- Vehicle fire
- Incidents with Operator allegation of equipment or maintenance failure
- Events with potential for negative public relations and/or news media coverage
- Incidents where Operator drug and/or alcohol use may be involved
- Incidents where fault is in question
- Any use of a cellular telephone or electronic device while operating a company vehicle

### ***Minor Safety Incidents***

All other incidents that do not meet the definition of a “major” incident.

### ***Subrogation of Incident or Injury Claims***

Every employee is expected to protect MV's rights to subrogate for reimbursement of vehicle damages, Workers' Compensation payments and related costs, Medical and Dental Insurance payments and related costs, and other payments/costs which result from the negligence of third-parties. Employees must obtain concurrence from MV (Risk Management for Workers' Compensation claims or Human Resources for Medical/Dental claims) prior to signing any "release of liability" from any responsible third-party or third-party insurer.

### ***Safety Investigation Leave***

Any employee involved in a major incident will be placed on administrative leave while the incident is being investigated to determine root causes and preventability. Administrative leave is unpaid unless the incident is determined to be non-preventable. Employees may perform other non-safety sensitive functions if available and/or appropriate until final determination is made.

### ***Electronic Systems***

The company employs numerous technologies, including DriveCam, video systems, GPS and mobile data terminals in order to help ensure the safety of the driver and passengers, compliance with Federal, State and Local driving laws as well as regulations for both the driver and the motoring or pedestrian public. Any recording resulting from these technologies may be used as evidence in the investigation and may result in the issuing of appropriate disciplinary action.

### ***Safety Point System***

MV safety results are directly related to the actions and behaviors of our employees. At-risk behaviors lead to incidents and injuries. Therefore all MV safety sensitive employees are subject to a Safety Point Program rating which assesses cumulative points for at risk safety behaviors or actions.

Any work related incident, which involves an employee at MV will be investigated and may result in Safety Points being assigned.

If the incident is determined to have been "preventable" by the MV employee, then it will be considered a preventable incident. While an incident may not be legally considered your "fault", it will be treated as preventable, regardless of the cost to MV. Even minor damage incidents cost the Company money in terms of repairs, lost vehicle or driver time, staff time, etc. Any damage to a Company vehicle will automatically be assessed to the most recent employee who drove that vehicle and who failed to report it on a daily vehicle inspection sheet.

### ***Preventability of Incidents and Injuries***

The determination as to whether an incident could have been "preventable" will be made by the Division Safety Manager and General Manager. It is subject to review by the Area Safety Director and/or the Region Vice President. If there is a disagreement it will be given to the Vice President of Safety. The Chief Safety Officer has the final determination of preventability on all incidents.

### ***Disciplinary Action***

Any employee who has a preventable incident will be subject to re-training and/or discipline up to and including termination based on the safety point system.

Although most situations will be addressed by issuing safety points, MV reserves the right to impose discipline, up to and including termination, for any unsafe act, failure to follow safe work practices and/or procedures, or negligent operation of a Company vehicle regardless of the point assessment under the Safety Point System. Unsafe behaviors are also subject to disciplinary action regardless of whether they lead to injury. Such discipline must be approved by the Chief Safety Officer or a Company President.

### ***Accruing Safety Points***

DriveCam and Other Video Systems events/incidents will be assessed safety points based on the current version of the DriveCam and Other Video Systems Points Policy. DriveCam and Other Video Systems Points may result from both coached and auto-resolved events/incidents. DriveCam and Other Video Systems Points are included and considered when applying the following Maximum Allowable Safety Points section. The good-faith filing of a workers' compensation claim shall not accrue safety points or discipline

All preventable incidents will be assigned points in the following manner:

Failure to cycle wheelchair lift .....	One (1) point
Failure to do a proper vehicle inspection (DVI) .....	One (1) point
Driver unbelted or improperly belted when legally required .....	One (1) point
Failure to stop at a Railroad Crossing.....	One (1) point
Unsafe maneuver(s) or act(s) .....	Two (2) points
Conviction of a minor traffic violation .....	Two (2) points
Backing incident or collision.....	Three (3) points
Rear-end collision .....	Three (3) points
Failure to provide door-to-door service, to include failure to properly load/unload a passenger via the lift.....	Three (3) points

Preventable incident and/or collision up to \$15,000 in injuries or property damage .....	Four (4) points
Preventable incident or collision up to \$20,000 in injuries and/or property damage .....	Five (5) points
Preventable incident or collision in excess of \$20,000 in injuries and/or property damage .....	Six (6) points
Any preventable roll-away incident or collision regardless of damage amount .....	Six (6) points
Failure to properly secure/transport a mobility device .....	Six (6) points
Failure to properly secure/transport a paratransit passenger .....	Six (6) points
Failure to immediately report a citation or incident in a Vehicle while in Company service .....	Six (6) points
Tampering with, disabling, obstructing, abusing, disconnecting, or otherwise interfering with Drive Cam or other monitoring equipment .....	Six (6) points
Any use of a cellular telephone or electronic device while operating a vehicle in Company Service .....	Six (6) points
Conviction of a major traffic violation * .....	Six (6) points

*(\*) A major traffic violation is any citation, in either a personal or company vehicle, that involves any item listed under Major Safety Incidents and/or: (1) Driving while intoxicated or under the influence of alcohol or drugs; (2) Failure to stop and immediately report an incident in which you are involved; (3) Homicide, manslaughter, or assault arising out of the operation of a motor vehicle; (4) Driving while your license is suspended or revoked; (5) Reckless driving; (6) Possession of open container or alcoholic beverages; and/or (7) Speed contests, drag racing, or attempts to flee from an officer of the law, (8) leaving the scene of an accident.*

To be clear, and notwithstanding any other language in the Safety and Incidents Policy, an employee will not receive safety points or be otherwise disciplined simply because an incident results in an injury or a worker's compensation claim.

### ***Maximum Allowable Safety Points***

#### **For introductory employees:**

The occurrence of a preventable incident during the introductory period will result in termination. Receipt of four (4) or more points during the introductory period, outside of preventable incidents, will result in termination. In addition, receipt of two (2) separate safety point assessments during the introductory period will result in termination, regardless of the employee's total point count.

For non-introductory period employees:

In any rolling 18 month period of employment, receipt of six (6) or more points will result in termination. Any infraction which occurred more than eighteen months prior would no longer be included in the safety point count. In addition, receipt of three (3) separate safety point assessments in any rolling one year period will result in termination, regardless of the employee's total point count.

***Safety Point Hearing***

If an employee feels that he/she has been issued safety points improperly, a point count hearing may be requested. Point count hearing requests must be made within five (5) business days of the point assessment to your supervisor. The supervisor will contact the Area Safety Director to conduct the hearing within ten (10) business days of the request.

The hearing panel will consist of three of the following people: Vice President of Safety, Area Safety Director, General Manager, Assistant General Manager and/or Safety and Training Manager. The hearing will be chaired by the Vice President of Safety or the Area Safety Director. Decisions by the panel must be signed-off and approved by the Regional Vice President and the Chief Safety Officer to be binding.

***Retraining***

MV reserves the right to require an employee to attend retraining in addition to any discipline imposed. Failure to attend mandated re-training courses may result in disciplinary action up to and including termination.

All customer service related incidents which do not result in termination are subject to retraining from the MV customer service program (Ergometrics START program) or other approved Customer Service Training Module using the applicable section of the training that will apply to the incident. This must be accomplished within one week of the incident date.

All vehicle-related incidents which do not result in termination are subject to retraining using the approved Defensive Driving Training Programs. This must be accomplished within one week of the incident date.

Retraining may also be required based on an unacceptable onboard or field inspection.

***MVR Records***

All employees in safety sensitive positions who will operate a vehicle in Company service (either on a regular or occasional basis) must provide a copy of their Motor Vehicle Record (MVR). MVR's may also be checked during employment. Such employees must report to their supervisor a citation received in either a vehicle in Company service or personal vehicle within 24 hours. Failure to report a citation will result in immediate termination.

MV retains the right to access your MVR during employment. If an operations employee in a position requiring a driver's license has his/her license suspended, restricted or revoked, as a result of a vehicle citation, his/her employment may be terminated at the sole discretion of the company.

### ***Statements at the Scene of an Incident***

Under no circumstances is a MV Operator to discuss the circumstances of a vehicular incident occurring while in the course of his/her duties for MV or make any statement about the incident with anyone other than with police, MV division/safety personnel, MV Risk Management personnel, MV attorneys, and/or MV Third Party Claims Administrator personnel. Drivers are to give their names, addresses, telephone numbers, vehicle insurance, and driver's license information. Any further information can be obtained by contacting the General Manager or the Area Safety Director.

### ***Leaving the Scene of an Incident or Injury***

Under no circumstances is a MV Operator to leave the scene of an incident without first doing each of the following:

1. Immediately reporting the incident to the division.
2. Providing any and all claimants or other parties in the incident the personal and Company information required by law and needed to make a claim.
3. Obtaining all information regarding other vehicles and parties involved.
4. Obtaining authorization from the dispatcher to leave the incident scene.
5. Taking pictures of the vehicles involved and the incident scene as well as sketching out the scene of the incident on the incident diagram form.

### ***Safety Inspections***

All employees are subject to inspections to ensure safe, quality service for our passengers. Inspections will be done at random as well as scheduled times. Types of inspections include field inspections, on-board evaluations, vehicle inspection audits and facility inspections.

### ***Wheelchair Lift Deployment***

Under no circumstances is a MV employee to leave a wheelchair lift partially or completely in the down position outside of the vehicle while not physically there and able to alert any pedestrians to the potential danger. Under no circumstances is the vehicle to be driven unless the wheelchair lift is safely and properly stowed in its secure folded position.

### ***Safety Meetings***

Safety meetings are a critical component of our safety program and assist MV in managing contractual and refresher training requirements. All operations employees are required to attend a minimum of one safety meeting per month.

### ***Return of Property***

Employees must return all Company property at the time of termination, resignation or layoff, or immediately upon request. Where permitted by law, the Company may withhold from the employee's pay or final pay the cost of any items that are not returned. The Company may also take all action deemed appropriate to recover or protect its property.

### ***Use of Personal Cell Phones and other Electronic Devices***

The use of cell phones for personal calls during your working hours is discouraged and should be limited to break or meal periods. Where a client contract prohibits drivers from carrying personal cell phones, the use of personal cells phones is prohibited. Any use of a personal cell phone or other non company-issued electronic device, hands-free or not, during the operation of a company vehicle is prohibited.

### ***Preparedness for Work and Alertness Management***

It is the Operator's responsibility to report for duty well rested, with proper equipment and uniform and in sufficient time as required to perform his/her duties.

Professional operators must get adequate rest – ideally a minimum of eight hours – before coming to work. Every operator is responsible for coming to work well rested, as there is a significant risk of fatigue-related incidents. If an operator is not properly rested or is fatigued, they must report their condition to a supervisor or manager immediately.

## APPENDIX 1

### Federal and State Agencies

Local, state and federal employment discrimination agencies that enforce the laws against sexual harassment and discrimination in California, Maine, Massachusetts, Rhode Island, and Vermont and for government contractors can be contacted at the phone numbers and addresses listed below.

#### Federal

##### The Office of Federal Contract Compliance Programs (OFCCP)

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210  
Phone (800) 397-6251  
TTY (202) 6936-1337  
[OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov)

#### California

##### Department of Fair Employment and Housing

Sacramento District Office  
2000 O Street, Suite 120  
Sacramento, CA 95814  
Phone (800) 884-1684  
Fax (916) 323-6092

##### Equal Employment Opportunity Commission

901 Market Street, Suite 500  
San Francisco, CA 94103  
Phone (415) 356-5100

#### Maine

##### Main Human Rights Commission

51 State House Station  
Augusta, ME 04333  
Phone (207) 624-6050  
Fax (207) 624-6063  
TTY/TTD (888) 577-6690

##### Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building  
Government Center, Room 475  
Boston, MA 02203  
Phone (617) 565-3200

## **Massachusetts**

### Massachusetts Commission Against Discrimination

1 Ashburton Place, Room 601	436 Dwight Street
Boston, MA 02108	Springfield, MA 01103
Phone (617) 994-6000	Phone (413) 739-2145

### Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building  
Government Center, Room 475  
Boston, MA 02203  
Phone (617) 565-3200

## **Rhode Island**

### Rhode Island Commission for Human Rights

180 Westminster Street  
Providence, RI 02903  
Phone (401) 222-2661

### Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building  
Government Center, Room 475  
Boston, MA 02203  
Phone (617) 565-3200

## **Vermont**

### Vermont Attorney General's Office

Civil Rights Unit  
109 State Street  
Montpelier, VT 05602  
Phone (802) 828-3171

### Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building  
Government Center, Room 475  
Boston, MA 02203  
Phone (617) 565-3200

## APPENDIX 2

# EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosure**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)



## RECEIPT AND ACKNOWLEDGEMENT

### EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

I have received a copy of the September 2016 MV Employee Handbook, and I have reviewed and understand its provisions. If at any time I do not understand a policy in this Handbook or any other Company policy, I will seek clarification from my supervisor or the Human Resources Department. Unless otherwise provided under the terms of an applicable Collective Bargaining Agreement or other valid contract, I understand the Company is an 'at will' employer and, as such, employment with the company is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause and without prior notice.

I understand that the Handbook states certain of the Company's policies and practices in effect on the date of publication. I UNDERSTAND THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT. I UNDERSTAND THAT NOTHING CONTAINED IN THIS HANDBOOK MAY BE CONSTRUED AS CREATING A PROMISE OF FUTURE BENEFITS OR A BINDING CONTRACT WITH THE COMPANY FOR BENEFITS OR FOR ANY OTHER PURPOSE. Unless otherwise provided under the terms of an applicable Collective Bargaining Agreement, arbitration agreement, or other valid contract, I also understand that the Company's policies and procedures may be amended, supplemented, modified or terminated at any time, with or without notice.

---

Employee Signature

---

Date

---

Employee Name (please print)



MV TRANSPORTATION INC.  
735 Public Safety Way  
Corona, Ca 92880

## Injury and Illness Prevention Program

***Division 581 Corona***

*Catherine Wynne 7/21/2021*  
*Catherine Wynne*

## Policy Statement Foreword

The management of MV Transportation, Inc. recognizes that the health and safety of our employees is of paramount importance to the successful operation of our business. Employees have a right to expect a safe and healthy working environment and safe job methods and practices. For that reason, MV holds safety and health as our highest value.

MV managers and supervisors are responsible for maintaining healthy and safe working conditions and for the implementation of MV's Injury and Illness Prevention Program (IIPP) in their respective departments.

Employees are expected to follow safe work practices and procedures and adhere to all safety rules. All employees must take an active role in protecting themselves and fellow workers. Employees are expected to detect and report unsafe conditions, practices, and behaviors in the workplace.

Every effort will be made to provide adequate training to MV personnel. However, if there is ever any doubt about how to do a job or task safely, it is the responsibility of the employee to ask a knowledgeable, qualified person for assistance before resuming work.

MV personnel are expected to assist management in accident prevention activities. Any potentially unsafe conditions and all on-the-job injuries must be reported promptly to the injured employee's manager or supervisor.

Note: The references herein to "MV" or "MV Transportation" describe MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates.

## Table of Contents

1.1. Objectives .....	3
1.2. Safety Policy.....	3
1.3. Work Conditions.....	4
<b>2. Safety Roles and Responsibilities .....</b>	<b>5</b>
2.1. Safety Director.....	5
2.2. Safety Manager .....	5
2.3. Supervisory/Lead Personnel .....	5
<b>3. Participation and Compliance.....</b>	<b>6</b>
3.1. Employee Agreement to Participate .....	6
3.2. Compliance .....	7
3.3. Consequence of Non-Participation.....	7
<b>4. Safety Training and Communication .....</b>	<b>8</b>
4.1. Overview .....	8
4.2. Training .....	8
4.3. Communication .....	9
4.4. Workplace Inspections .....	9
4.5. Abatement of Unsafe Conditions.....	10
<b>5. Incident Investigation .....</b>	<b>11</b>
5.1. Incident Investigation.....	11
5.2. Reporting an Injury Incident.....	11
5.3. Procedure.....	11
<b>6. Record Keeping.....</b>	<b>13</b>
6.1. Scheduled Inspections .....	13
6.2. Safety and Health Training.....	13
6.3. Injury or Illness Report .....	13
<b>7. COVID-19 Health and Safety Preparedness Plan .....</b>	<b>14</b>
7.1. Maintain Safe Behavioral Practices .....	15
7.2. Sanitary Measures in the Workplace.....	16
7.3. Hygiene and Infection Control .....	19
7.4. Use and Availability of PPE.....	21
7.5. Culture of Mental Health Safety.....	25
7.6. Acknowledgement Forms.....	27

## 1.1. Objectives

The objective of the safety policy/program and administrative procedure is to prevent accidents, reduce personal injury and occupational illness, and comply with all safety and health standards. Through employee training, education and participation in this program, MV hopes to develop and maintain employee awareness, health, and safety.

### Program Objectives:

- To provide employees with a safe environment in which to work through the identification and elimination of hazards;
- To ensure that supervisors accept their basic responsibilities for the safety of employees and guarantee the consistent enforcement of safety requirements by all levels of management at all locations
- To make a concerted effort to instill safety awareness in every employee
- To provide employees with the knowledge of safe and effective method of performing their job through ongoing instruction and training
- To adhere to all local, state and federal safety codes, recognizing that these are considered only minimal safety requirements in many instances
- To make certain each employee understands and accepts that individual safety responsibility is a condition of employment.

## 1.2. Safety Policy

Local, state and federal laws, as well as company policy, make the health and safety of MV personnel the first consideration of our business. To be successful in this endeavor, all employees on every level shall adopt positive attitudes towards injury and illness prevention. We must also cooperate in all safety and health matters, not only between management and employees, but also between each employee and his or her respective coworker. Only through such efforts can our safety program be successful. Our ultimate goal is zero accidents.

### 1.3. Work Conditions

It is the responsibility of all personnel to be watchful of conditions in all work areas that can produce or lead to injuries. MV employees will never be required to do a job that is known to be unsafe, or harmful to one's health or safety. Cooperation in detecting potential hazards, reporting dangerous conditions and limiting workplace risks is the duty of every employee. Employees must inform their supervisor immediately of any situation that is beyond their ability or authority to correct. MV employees **will not** be disciplined or suffer any retaliation for reporting, in good faith, a safety violation or potential hazard.

## **2. Safety Roles and Responsibilities**

### **2.1. Safety Director**

Under the authority of MV's Board of Directors and the chief operating officer (COO), the general manager is responsible for overall management and administration of the IIPP. All levels of management are expected to fully support the safety director and ensure that all safety practices and procedures are uniformly and fairly enforced.

### **2.2. Safety Manager**

The Safety Manager or General Manager has the authority and responsibility to develop and implement the IIPP at his/her division.

### **2.3. Supervisory/Lead Personnel**

Each Supervisor is responsible for implementing the IIPP in his/her work area, and for answering employee questions about the IIPP. Supervisors must keep a current copy of the IIPP available to employees upon request.

In addition, supervisors have full responsibility in providing employees with an understanding of the safe and effective methods of performing their job through continuing instruction and training as well as ensuring they adhere to all local, state and federal safety codes. A supervisor's failure to provide employees under their direction with the proper training will result in disciplinary action and may be grounds for dismissal.

### **3. Participation and Compliance**

#### **3.1. Employee Agreement to Participate**

A safe and healthy workplace is among MV's highest priorities. All personnel are expected to use safe work practices at all times. While MV cannot anticipate every workplace hazard, the following general principals should serve as a guide for MV personnel:

- Always be safety conscious.
- Know the safety procedures and responsibilities related to your job.
- Discuss safety situations with your supervisor and/or the safety manager.
- Attend all required safety training and safety meetings.
- Read all posters and warnings.
- Listen to instructions carefully.
- Use safe workplace practices.
- Participate in accident investigations as requested.
- Accept responsibility for the safety of yourself and others.
- Maintain all required documentation.

As a condition of employment with MV, employees must read and understand this IIPP and know where to find an updated copy. It is the employee's responsibility to ask a supervisor or the safety manager for assistance and further explanation should any provisions of the IIPP be unclear.

Employees who follow safe and healthy work practices will have this fact recognized and documented on their performance reviews. Employees who are unaware of correct safety and health procedures will be trained or retrained as described in Section 4.0.

Willful violation of safe work practices may result in disciplinary action in accordance with company policies.

## 3.2. Compliance

Managers and supervisors are obligated to ensure all safety and health policies are clearly communicated and understood by MV personnel.

To ensure compliance, MV shall:

- Conduct safety orientations for new employees.
- Recognize employees that perform above and beyond MV safety policies.
- Promptly distribution or post updates and notices, via written or electronic means (e.g. bulletin boards, newsletter, etc.).
- Conduct periodic safety meetings (once a month)
- Provide formal and informal training.
- Encourage employee reporting of unsafe conditions.
- Discipline personnel for failure to comply with safety policies.

## 3.3. Consequence of Non-Participation

Personnel who purposefully or willfully fail to comply with the established policies and procedures outlined in this IIPP, will be subject to disciplinary action, up to and including termination.

## 4. Safety Training and Communication

### 4.1. Overview

In order to maintain a safe and healthy work environment as well as complying with local, state, and federal safety codes, MV requires all personnel receive general and job specific safety training and emergency information. Directors and managers are responsible for ensuring supervisors are fully trained and knowledgeable with safety and health hazards to which employees under their immediate direction and control may be exposed.

### 4.2. Training

Supervisors are responsible for ensuring all personnel under their direction receive training on general workplace safety as well as safety issues specific to their job. This includes safety orientation for new employees and any additional training needed for job specific hazards. Employees must complete this training before they can work unsupervised.

Training and educational information will be provided when:

- There have been significant revisions to the IIPP.
- Employees are initially hired.
- Employees are given a new job assignment where training has not been received.
- New substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard.
- An employee is found in violation of MV policies and procedures.
- A new hazard has been discovered.
- As needed, for any reason deemed necessary.

Training topics may include, but are not limited to, the following subjects:

- Contents of the IIPP.
- Names of MV safety and health personnel and site safety responsibilities.
- Safe work practices for job specific assignments.
- Fire prevention and protection measures and location of portable fire extinguishers, sprinkler systems, and smoke and/or fire alarms.
- Chemical and physical hazard identification in specific work areas.

- Emergency procedures and locations of first aid supplies and other emergency equipment.
- Disaster preparedness and response, including building evacuation procedures.
- Back care, body mechanics, and proper lifting techniques.
- Hazard communication, including training on safety data sheets (SDS), chemicals hazards, and container labeling.
- Proper housekeeping.
- Chemical spill reporting procedures.

The Safety Manager, Supervisor, and/or his/her designee shall conduct monthly safety meetings on topics of interest which are relevant to their employee's work activities. Employees will be given an opportunity to ask questions and to raise any safety concerns. These meeting will also provide an opportunity to review the specific causes and corrective actions for any occupational injury, illness, or near misses that have occurred in the prior months.

### 4.3. Communication

MV values open communication between management and personnel on all matters pertaining to safety and health. The system of communication consists of:

- Workplace safety and health training.
- Posted, or distributed safety-related informational material.
- A system for employees to anonymously inform management about workplace hazards.
- When necessary, provide translation to effectively communicate safety and health concerns.
- Hazard identification and abatement.

### 4.4. Workplace Inspections

Supervisors will review work operations daily for compliance with safe work practices and standard operating procedures. At least monthly, each supervisor or his/her designee will conduct more in-depth inspections to identify workplace hazards and unsafe conditions or work practices.

Additional inspections will take place when:

- The IIPP is initially established.



- When occupational injuries or illness has occurred.
- Workplace conditions warrant an inspection.
- Whenever a supervisor is made aware of a new or previously unrecognized hazard.

A record of the inspection and discrepancies found shall be maintained by the safety manager and a follow-up action plan shall be established to ensure that corrective measures are taken. The safety manager will also conduct periodic walkthroughs at his/her division.

#### **4.5. Abatement of Unsafe Conditions**

Whenever an unsafe or unhealthy condition, practice, or procedure is observed, discovered, or reported, the safety manager or his/her designee will take appropriate corrective measures in a timely manner based upon the severity of the hazard. Inspection findings will be prepared in writing and maintained by the Safety Manager.

Employees will be informed of the hazard and interim protective measures taken until the hazard is corrected. If the hazard cannot be immediately abated, all personnel shall be removed from the affected area. Access to the area will be controlled until the safety of personnel can be assured.

## **5. Incident Investigation**

### **5.1. Incident Investigation**

The first response, by a supervisor to an incident, is to begin an incident investigation immediately and submit a preliminary report to the general manager within 24 hours. The focus must be to place priority on learning as much as possible about what happened and to identify means to prevent similar occurrences in the future.

The incident investigation shall detail such things as:

- The reported injury/illness.
- Close Calls----- these are safety related incidents which could have resulted in an injury/illness (e.g. chemical spills, fires, equipment left running, water leaks around electrical equipment, slip/trip/fall hazards not marked).
- Underlying causes of the incident.

### **5.2. Reporting an Injury Incident**

Every work-related injury requiring more than a band-aid, no matter how minor, must be reported to the supervisor and the safety manager.

- Employees are responsible for reporting all illnesses, injuries, exposures incidents, property damage, near misses, and hazardous situations immediately or before the end of their shift.
- Participating in the incident investigation.
- Completing the appropriate forms and contact information.

### **5.3. Procedure**

The following procedure for documenting the illness and injury investigation is as follows:

- Use an unbiased approach to finding the cause of the injury.
- Develop an analysis of what happened, how it happened, and how it could have been prevented.

- Visit the scene of the incident as soon as possible (when it is safe to do so) to obtain important details from witnesses while those details are fresh in their minds.
- If possible, interview the injured worker at the scene.
- All interviews should be conducted as privately as possible. Interview witnesses one at a time. Talk with anyone who has knowledge of the injury/illness even if they did not actually witness it.
- Consider taking statements in cases where facts are unclear or there is disagreement about the facts.
- Document details graphically. Use sketches, diagrams and photos as needed and take measurements when appropriate.
- If a third party or defective product contributed to the injury, save any evidence. It could be critical to the recovery of claims costs.

Serious injuries, illnesses, or death of an employee must be reported to the regional vice president within 8 hours. Serious injury or illness means an injury or illness which requires; inpatient hospitalization for more than 24 hours for other than observation, a loss of any member of the body, or any serious degree of permanent disfigurement.

## **6. Record Keeping**

### **6.1. Scheduled Inspections**

The Safety Manager will maintain records of formal inspections for at least three years. These records will include at least the work location, date of inspection, inspector's name, and description of any hazards or unsafe condition identified and corrective actions implemented.

### **6.2. Safety and Health Training**

Documentation of safety meetings and training is the responsibility of the safety manager and/or his/her designee. Training must be documented using written sign-up sheets that show at least the date of training, the names of personnel in attendance, topics discussed, and the instructor's signature. Copies of any written training materials will be retained to document specific training content. This documentation will be retained for at least three years.

### **6.3. Injury or Illness Report**

The purpose of the safety program is to limit the incidence of error and carelessness through awareness. Record keeping and review of accident/injury records is one way to maintain awareness and avoid a recurrence of a similar event.

Basic records that shall be maintained:

- Employers Report of Occupational Injury or Illness.
- Annual Log and Summary Report of Occupational Injuries and Illness.

The responsibility of completing these records shall be that of the safety manager or his/her designee. All reports must be maintained for no less than 5 years.

## 7. COVID-19 Health and Safety Preparedness Plan

MV Transportation is committed to providing a safe and healthy workplace for all employees, customers, clients, and business partners. To ensure we have a safe and healthy workplace, MV Transportation has developed the following COVID-19 Health and Safety Preparedness Plan in response to the COVID-19 pandemic. All employees are responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces and communities, and that requires full cooperation among our workforce. Only through this cooperative effort can we establish and maintain the safety and health of all persons in our workplaces.

MV's COVID-19 Health and Safety Preparedness Plan follows the guidance published by the Centers for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA), as well as industry guidance applicable to our business from the Federal Transit Administration (FTA) and American Public Transportation Association (APTA). This plan addresses:

- Everyday preventative safety precautions;
- Ensuring sick employees stay home and prompt identification and isolation of sick persons;
- Physical distancing – Employees must be at least six-feet apart;
- Worker hygiene and source controls;
- Workplace cleaning and disinfection protocol; and
- Communications and training practices and protocol.

This plan provides guidance for personal hygiene skills and habits that should be followed at home and in the workplace. Remember, safety is everyone's job!

## 7.1. Maintain Safe Behavioral Practices

It is imperative that we all take self-responsibility during this pandemic. Everyone has a role in making sure our communities are as safe as possible – at work and at home.

1. Stay home if you are sick. Inform your supervisor if you have a sick family member at home with COVID-19.
2. Practice [6 feet](#) physical distancing in every situation possible.
3. Avoid social gatherings outside of work where more than 10 people are gathered, including postponing travel plans.
4. Facial coverings or face masks are required. [Follow protocols on proper way to wear and dispose of masks.](#)
  - a. Facial coverings and masks should properly [cover your nose and mouth](#).
  - b. Stay informed from the CDC on the [importance of your facial coverings](#) and masks.
5. When possible, use phone, email or Microsoft Teams instead of face-to-face interactions.
6. Do not shake hands – consider the use of other noncontact methods of greeting.
7. [Regularly wash your hands](#) with soap and water for 20 seconds or apply hand sanitizer containing at least 60% alcohol immediately after coming into contact with another person.
8. If wearing gloves, wash your hands immediately after taking them off. [Follow protocols on proper way to wear and dispose of gloves.](#)
9. Avoid touching your nose, mouth and eyes.
  - Cover coughs and sneezes with a tissue or elbow, and immediately wash hands or apply hand sanitizer.
  - Cough etiquette is a series of actions to take if you are coughing or sneezing, which are designed to reduce the spread of respiratory illness to others.
  - Sneeze blow your nose, or cough into a disposable tissue, and discard the tissue immediately into a bin.
  - Practice routine cleaning and disinfection of frequently touched surfaces, following the directions on the cleaning product's label.
  - Limit the use of shared tools and schedule regular decontamination should sharing occur (i.e. tools in the shop, pens at check-in, etc.).
  - Avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.
  - Report any safety concerns or hazards to your supervisor or manager.

Please review the following sections for a more in-depth overview of precautions to take to maintain a safe and healthy workplace.

## 7.2. Sanitary Measures in the Workplace

### **Performing Cleaning and Disinfection**

The virus that causes COVID-19 can be killed if you use the right products. EPA has compiled a list of disinfectant products that can be used against COVID-19, including ready-to-use sprays, concentrates, and wipes. Each product has been shown to be effective against viruses that are harder to kill than viruses like the one that causes COVID-19.

MV Transportation has procured [Zep Spirit II, Triton, Lemonex III, and D-7 for cleaning and disinfecting](#). These are an EPA approved product against COVID-19. The current cleaning protocols have been enhanced to include deep cleaning on a more regular basis using the EPA approved products.

Additionally, Lysol Disinfecting Wipes are included as an effective disinfecting measure in between the deeper cleans.

According to the CDC, “Cleaning refers to the removal of germs, dirt, and impurities from surfaces. It does not kill germs, but by removing them, it lowers their numbers and the risk of spreading infection. Disinfecting refers to using chemicals, for example, EPA-registered disinfectants, to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection. If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.”

- Consider the type of surface; is it a hard surface or a soft surface? Ensure the product instructions are followed and all surfaces are receiving cleaning / disinfecting. Prioritize disinfecting frequently touched surfaces.
- Wear disposable gloves to clean and disinfect. Additional PPE may be needed based on setting and product. Please read the product instructions and/or Safety Data Sheet (SDS) prior to using.
- First, perform routine cleaning with soap and water to remove germs and dirt from surfaces.
- If surfaces are visibly dirty, they should be cleaned using a detergent or soap and water prior to disinfection.

- Then, disinfect using an EPA-approved disinfectant. Disinfectants will kill germs on surfaces.
- Contact time with the surface or object should not be brief. Follow the instructions on the label, which will recommend keeping surface wet for a period of time to ensure sufficient time to kill the virus (i.e. at least 30 seconds prior to wiping dry).
- Frequently touched surfaces in the workplace will be disinfected using an EPA-approved product against COVID-19.
- When possible, avoid using other workers' phones, desks, offices, or other work tools and equipment. If necessary, clean and disinfect them before and after use.
- Store and use disinfectants in a responsible and appropriate manner according to the label. Do not mix bleach or other cleaning and disinfection products together.
- Gloves and other disposable PPE used during cleaning and disinfecting should be removed and thrown away.
- After removing gloves, wash hands with soap and water for at least 20 seconds, or use a hand sanitizer with at least 60% alcohol if soap and water are unavailable.

The CDC guidelines on cleaning and disinfecting are summarized above. More in-depth detail can be found on their website: <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>

All locations will receive the enhanced cleaning protocol and will ensure accountability by recording cleaning on a schedule and log. Additionally, all employees should clean their area routinely throughout their shift, using sanitizing wipes.

Finally, MV Transportation has developed a set of protocols to decontaminate the workplace if an employee becomes ill with COVID-19, consistent with the CDC standards.

### **Using Sanitizing Wipes**

Wipes will allow you to keep your workspaces clean in-between deeper cleanings.

- Read and follow the instructions on the label.
- Keep the following tips in mind:
- Do not reuse wipes to wipe down multiple surfaces. This can transfer germs from the used wipe to other surfaces. To prevent this, use one wipe for each surface and then throw it out.
- These wipes should not, under any circumstances, be thought of as a substitute for other hygienic practices like proper hand-washing.
- Sanitize your hands after wiping down a surface.
- Store sanitizing wipes at room temperature and securely close covers so they do not dry out.

## **Frequently Touched Surfaces**

There are several high-touch areas in the facility or office that need to be frequently wiped down and cleaned.

Prioritize disinfecting these frequently touched surfaces. Examples of frequently touched surfaces and objects that will need routine disinfection include, but are not limited to:

Tables	Countertops	Phones	Faucets and Sinks
Doorknobs	Handles / Handrails	Keyboards	Electronics
Light switches	Desks	Restroom Surfaces	Elevator Buttons
Steering wheels			

- Before and after a staff member changes shifts, wipe down the entire workstation, including the PC, keyboard, phone, desk, etc.
- Any shared tool or object should be wiped down before and after using it.
- Operators are encouraged to avoid touching surfaces often touched by passengers, but to disinfect before and after when needed, and then sanitize their hands.
- Operators will have access to disposable sanitizing wipes to use on any surface with which they have regular contact. Surfaces should be wiped regularly, after each stop if possible.
- Clean your frequently touched surfaces routinely throughout your day.

*Everyone needs to take personal responsibility for helping disinfect and clean their work areas throughout the day.*

## **Clean Desk Policy**

In an effort to maintain optimal workplace cleanliness, all employees are to follow a clean desk policy.

- To avoid cross contamination, please limit the amount of personal items brought into the workplace to the essential items needed to be productive for the workday. No bringing in pastries or other community food items.
- Limit the outside items brought into the workplace.
- Upon entering the workplace, disinfect your surface area and frequently touched objects.
- Plan first thing in the morning and keep just the things you need for your workday on your desk.

- Maintain a supply of PPE at your desk for personal use, including tissues, hand sanitizer, sanitizing wipes, and a facial covering.
- All sensitive and confidential paperwork must be removed from the desk and locked in a drawer or filing cabinet.
- Pick up at the end of the day and disinfect your workspace at the end of your shift.

### 7.3. Hygiene and Infection Control

#### **Feeling Sick or Symptomatic**

Employees are to be informed of and encouraged to self-monitor for signs and symptoms of COVID-19. Employees who feel ill or are exhibiting symptoms of COVID-19 should not report to work. Symptoms of COVID-19 can be found on CDC at

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

If an employee begins feeling ill while in the workplace, they are to isolate from others, send a notification to their supervisor, and immediately leave the workplace. The employee is encouraged to immediately seek medical care. The employee will be contacted by their supervisor with further instructions.

MV Transportation has developed a set of protocols that includes contact tracing guidelines to communicate with others that may have been potentially exposed if they were in close contact with the sick employee, according to CDC guidelines.

If any employee has tested positive for COVID-19 or been diagnosed as COVID-19 positive by a healthcare provider within the last 14 days, they will not be permitted to enter the workplace and will be asked to isolate at home.

If an employee has been in close contact with anyone who has been diagnosed as infected with, or is being screened or monitored for, COVID-19, or who has been advised by a health care professional to quarantine within the last 14 days, they will not be permitted to enter the workplace and will be asked to self-quarantine.

MV Transportation will maintain confidentiality of screening information, which are designed only for COVID-19 related purposes while it remains a direct threat and/or we continue to be in a state of emergency. This is in an effort to maintain a safe environment as we focus on the health and well-being of our employees and the community.

#### **Hand Hygiene**

Proper hand hygiene is an important infection control measure. MV Transportation will ensure that handwashing and/or hand sanitizing stations are readily available and stocked.

Employees are to wash hands regularly with soap and water for at least 20 seconds. If soap and water are not readily available, use an alcohol-based hand sanitizer containing at least 60% alcohol.

Wash hands with soap and water or use hand sanitizer before and after wearing gloves. And whether you wear gloves or not, avoid touching your eyes, nose and mouth to limit possible exposure to germs.

Employees are instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes, and after using the restroom. All employees and non-employees are required to wash or sanitize their hands prior to or immediately upon entering the workplace.

Key times to clean / disinfect hands in general include:

- Before, during, and after preparing food
- Before eating food
- After using the toilet
- After blowing your nose, coughing, or sneezing

Additional times to clean / disinfect hands on the job include:

- Before and after work shifts
- Before and after work breaks
- After touching frequently touched surfaces
- Before and after wearing gloves
- Before and after providing care for another person who needs assistance
- After putting on, touching, or removing cloth face coverings
- Avoid touching your eyes, nose, or mouth.

Practice good personal health hygiene, including washing your clothes and your safety vest. Signs and posters are posted in the following areas to reinforce these safety precautions:

- At the office entrance
- In the bathrooms
- Near sinks or faucets
- In the breakrooms

### **Hand Sanitizer**

There are important differences between washing hands with soap and water and using hand sanitizer. Soap and water work to remove all types of germs from hands, while sanitizer acts by killing certain germs on the skin.

- DO NOT use hand sanitizer if your hands are visibly dirty or greasy. If a handwashing station is available, wash your hands with soap and water instead.
- When using hand sanitizer, use an alcohol-based hand sanitizer that contains at least 60% alcohol.
- Put enough sanitizer on your hands to cover all surfaces.
- Rub your hands together until they feel dry (this should take around 20 seconds).
- Do NOT rinse or wipe off the hand sanitizer before it's dry; it may not work well against germs.

### **"Electronic Hygiene"**

For electronics such as cell phones, tablets, MDTs, touch screens, remote controls, and keyboards, employees are to practice safety precautions and to wipe these down frequently to disinfect and sanitize.

Instructions:

- Follow the manufacturer's instructions for all cleaning and disinfection products.
- If no manufacturer guidance is available, consider the use of alcohol-based wipes or sprays containing at least 70% alcohol to disinfect touch screens.
- Wipe the surfaces prior to use and when you are done using them at the end of the shift.
- Wipe the surfaces down after anyone else touches them.
- Dry the surfaces thoroughly to avoid pooling of liquids.
- Clean your hands as frequently as possible and sanitize your hands before and after touching new surfaces.
- If you have a timeclock, please reference the Coronavirus Response website for guideline on cleaning your [timeclocks](#).

This includes the following:

- Your PC or laptop
- Your phone
- The printer
- Any other electronics

## **7.4. Use and Availability of PPE**

### **Availability of PPE in the Workplace**

MV Transportation will provide employees the recommended protective supplies and ensure the availability of hand sanitizer and approved cleaning products.

- Face masks, gloves, hand sanitizer, and sanitizing wipes will be available to employees and are to be used during employee shift

- Hand Sanitizer is strategically placed throughout facility and “Sanitary Stations” are available at high-touch areas
- Routine cleaning of frequently touched surfaces is to be practiced by all employees If an employee is running low on PPE, they are to contact their supervisor.

### **Proper Use and Disposal of Gloves and Masks**

If you are using gloves and masks for additional protection, please be sure to follow the proper usage and disposal of gloves and masks. Employees are to follow universal precautions, like what is taught through Bloodborne Pathogen training.

#### **Gloves**

- Wash and/or sanitize hands before and after using gloves
- Ensure glove removal does not cause additional contamination of hands.
- Gloves can be removed using more than one technique (i.e. glove-in-glove or bird beak).
- Change gloves throughout the day to avoid cross-contamination.
- After removing PPE, wash your hands with soap and water for at least 20 seconds or use hand-sanitizer (with at least 60% alcohol).

#### **Masks**

- Facial coverings are to be worn in all areas of the business.
- Wash and/or sanitize hands before and after using a facial covering.
- Do not touch the front of the respirator, facemask or facial covering.

Facial coverings should cover your nose and mouth and be snug against your face.

- Carefully untie (or unhook from the ears) and pull away from face without touching the front.
- For disposable masks, dispose of it in a safe and secure manner.
- Cloth masks and gloves should be washed and dried as frequently as possible, with detergent and the warmest water possible, in accordance with CDC guidelines for cleaning and disinfecting soft (porous) surfaces.
- After removing PPE, wash your hands with soap and water for at least 20 seconds or use hand-sanitizer (with at least 60% alcohol).

Work uniforms worn during cleaning and disinfecting should be laundered afterwards. Clean your hands after handling laundry by washing your hands with soap and water or using an alcohol-based hand sanitizer with at least 60% alcohol if soap and water are not available.

Reference the [Coronavirus Response website](#) for more in-depth safety procedures for both [gloves](#) and [masks](#).

## 7.5 Physical Considerations and Office Layout

Physical distancing of at least six feet is to now be implemented and maintained throughout the workplace through both engineering and administrative controls. Per CDC recommendations, no congregating should occur. Therefore, there are practices that MV Transportation has adopted to promote a safe physical environment for employees.

The following actions have been implemented:

- Workspace seating adheres to 6 feet separation, including spacing out staff members into every other cubicle and installing barriers or partitions where possible or necessary
- Workspaces have been reconfigured that takes physical distancing into account, including all common areas
- Visual cues and signage are placed throughout the workplace to encourage proper physical distancing
- Tape markings showing acceptable physical distancing placed where lines might form
- Traffic patterns have been evaluated for physical distancing bottlenecks
  - a. Entrance and exit doors identified
  - b. Directional signage “one-way” floor markings implemented where possible while maintaining compliance with safety code
  - c. Capacity limits established or rooms / spaces closed when necessary
  - d. Small conference rooms have been closed or a capacity limit has been established
  - e. Desks, tables, and chairs in congregation-prone areas have been removed (including in the breakroom)

### **Breakrooms / Lounges**

As previously stated, we need to limit the use of shared objects and avoid congregating. This includes the breakroom.

- Employees are encouraged to bring their own lunchbox with an icepack.
- Seats and/or tables are removed in the breakroom to help avoid congregating and to provide additional personal space to achieve 6 feet distance.
- Employees are to stagger their meal and rest breaks to avoid congregating.
- Limit surface contact by removing or shutting down (where possible) the following:
  - Microwaves, Coffee Pots, Popcorn Machines, Water Cooler, Refrigerators, Ice Machines, Sinks

- Drinking fountains are closed until further notice; employees are encouraged to use bottle filling stations, sinks, or employees bringing water from home.
- A “sanitary station” is set up within the breakroom and employees are to clean / disinfect the frequently touched surfaces before and after use.
- Exceptions for the refrigerator use includes medical purposes and split shifts.
- No food is to be stored in the fridge overnight.
- Signage is posted on the refrigerator instructing on the sanitary protocol.
- If the breakroom needs to be accessed, capacity limits are established at no more than 1 or 2 people in breakroom at any given time (depending on square footage of space).

### **Restrooms**

- Our workplaces follow our [Facility Cleaning policy](#) for thorough cleaning in areas where we perform the cleaning.
- Restrooms are receiving a more frequent cleaning protocol.
- Restrooms are checked regularly to ensure they are stocked with hand soap and paper towels.
- Capacity limits are established at no more than 1 or 2 people in restroom at any given time to allow for 6 feet physical distancing.
- A [hand hygiene awareness poster](#) is visible in the restrooms near the sinks.
- Employees are to wash their hands and re-sanitize prior to returning to their desk.

### **No Visitor Policy**

Until further notice, employees are not to have visitors or business partners visit us at our workplace. The use of phone, email or Microsoft Teams should be leveraged instead of face-to-face interactions.

### **How can I achieve physical distancing in meetings, training, or conversations?**

There are certain things that will still need to occur in our daily operations. To the extent possible, the use of phone, email or Microsoft Teams should be leveraged instead of face-to-face interactions.

However, these are ways to achieve Physical Distancing during a mandatory interaction:

- [Post a sign on the door](#) to ask employees to knock and wait for directions rather than just walking into the office
- Find a larger space where you can talk and keep distance.
- Everyone is to wear a facial covering and have recently washed their hands.

- Stagger seating in conference and training rooms to maintain a 6 feet distance.
- Have individual writing utensils rather than using shared items.

## 7.5. Culture of Mental Health Safety

While it is not the responsibility of an employer or supervisor to diagnose mental health conditions, MV Transportation is committed to promoting a culture of mental health safety as we continue to navigate through this pandemic. Leadership, supervisors and other managers have an essential role in promoting a culture of wellness.

### Assess Internal Resources

MV Transportation is committed to communicate the “how” of navigating healthcare benefits and Employee Assistance Program (EAP) services – for employees in distress or employees who have not used these benefits before, not knowing how to navigate resources is a barrier to accessing them.

Employees are encouraged to take advantage of our EAP, LifeWorks. LifeWorks is a total well-being solution offering support for your mental, physical, social and financial well-being. The invitation code is MVT-Employee ID, for example MVT-222333.

Employees are encouraged to contact their Human Resources representative if they have any questions about this program.

### Connecting Employees to Mental Health Resources

An educated workforce can better protect themselves from the impacts of mental health and stress related to COVID-19. MV Transportation is committed to providing resources from the National Safety Council that includes tips on managing stress and taking care of mental health during a pandemic.

Here are a few tips to help promote positive mental health:

- **Take care of your mental health and be aware of signs of stress.** Take deep breaths, stretch, or meditate. Try to eat healthy, well-balanced meals, exercise regularly and get plenty of
  - sleep. Even 1 minute of practicing mindfulness will help you calm your mind.
- **Utilize resources at your disposal.** Take advantage of the EAP, LifeWorks.
- **Be aware of signs of stress in your family members.** Not all children and teens respond to stress in the same way. Talk to your child to reassure them, try to keep up with regular routines, and be a role model to them. The CDC has put together [other recommendations to help children cope](#).

- **Kindness and patience go a long way.** We are all adjusting to this new normal and each person adjusts differently. Make time to talk and be supportive of your teammates, friends, and family current needs and concerns.

It is important to recognize how mental health can affect worker safety. Even if no actual illness is diagnosed, it's easy to imagine how a worker's mental state might affect his or her ability to make good decisions and recognize potential hazards.

## 7.6. Acknowledgement Forms

### RECEIPT AND ACKNOWLEDGEMENT OF POLICY AND TRAINING INJURY AND ILLNESS PREVENTION PROGRAM

I \_\_\_\_\_ confirm that I have received a copy of the document titled: "Injury and Illness Prevention Program" and understand its provisions.

I further confirm that I have received training pursuant to this Program.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**MV Transportation, Inc.**

**EMPLOYEE ACCIDENT/INJURY REPORT**  
**(COMPLETE ALL BLANKS)**

Date of Accident/Injury: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time of Accident/ Injury: \_\_\_\_ AM/PM

Name of Employee: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_ (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date of Hire: \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex: ☐ Male ☐ Female

Occupation/Position: \_\_\_\_\_

Accident/Injury Reported to: \_\_\_\_\_ Date Accident/Injury Reported: \_\_\_\_/\_\_\_\_/\_\_\_\_

Location name where incident occurred: \_\_\_\_\_

Address where incident occurred: \_\_\_\_\_

Describe how the incident happened (*how, why, where, what*): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type of Injury (*cut, sprain, bruise, fracture, etc.*): \_\_\_\_\_

Which part of body injured (*be specific*): \_\_\_\_\_

Are there any safety issues that contributed to this accident/injury? *If so, please detail:* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List all witnesses to this Accident/Injury: \_\_\_\_\_

\_\_\_\_\_

List all prior Accident/ injuries sustained at work and outside of work in the last 10 years (*list dates*): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, employee, the undersigned, certify that the above is a true and correct statement of fact and that I made such statements of my own free will. I understand that any payments to me or anyone else for expenses in connection with my accident and resulting injury is not an admission of liability on the part of **employer**.

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Translated by (*if necessary*)**

\_\_\_\_\_  
**Supervisor Signature**

\_\_\_\_\_  
**Date Signed**



## City of Corona Transit Service, Safety Hazard, Accident, Incident Reporting Form

Reporter's name (leave blank if anonymous):

Phone Number (leave blank if anonymous):

### REPORTABLE SAFETY HAZARD, ACCIDENT, or INCIDENT (Check all that apply)

<input type="checkbox"/> 1. Accident / Incident / Passenger	<input type="checkbox"/> 4. Bus Stop Issue
<input type="checkbox"/> 2. Safety Hazard	<input type="checkbox"/> 5. ADA / Accessible Equipment
<input type="checkbox"/> 3. Route Issue	6. Other:

### IF AVAILABLE PROVIDE FOLLOWING INFORMATION APPLICABLE TO THE ABOVE ISSUE

INCIDENT DATE:	INCIDENT TIME:                      AM <input type="checkbox"/> PM <input type="checkbox"/>
LOCATION:	ROUTE / SERVICE: Blue Line <input type="checkbox"/> , Red Line <input type="checkbox"/> , Dial-A-Ride <input type="checkbox"/>
VEHICLE #	OTHER INFO:
<b>DID VEHICLE EQUIPMENT FAIL TO OPERATE PROPERLY?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN BELOW IN COMMENTS/DESCRIPTION)	
<b>DOES THIS INCIDENT INVOLVE OTHER INDIVIDUALS?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN BELOW IN COMMENTS/DESCRIPTION)	

**ENTER COMMENTS/DESCRIPTION BELOW (if needed attach separate sheet):**

TO BE REVIEWED/COMPLETED BY CITY OF CORONA STAFF AFTER RECEIPT OF THE CITY OF CORONA SAFETY, HAZARD, ACCIDENT, INCIDENT FORM	
City Staff Name:	Date:
Title:	Phone #
Reviewed with Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Contractor Staff Name:	
Title:	Phone #:
If regarding an accident, follow up on following information:	
Was accident preventable)? <input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES, EXPLAIN ACTION TAKEN UNDER FINDINGS)	
Were necessary Drug & Alcohol tests performed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Was the Agency vehicle totaled? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Estimated Cost of Bus Damage: \$	Bus Funding Source:
# of parties involved:	# of persons transported for medical treatment:
Follow-up with individual reporting if contact information provided on form? <input type="checkbox"/> Yes <input type="checkbox"/> No	
FINDINGS:	



### **Safety Committee Members City of Corona Transit Service**

Team members in creating and maintaining a safe work environment for fellow employees and helping with system safety and security at City of Corona Transit Service

#### **MV Transportation Staff**

Class of Member	Members	Alternates
Management	Catherine Wynne	Britney Pimentel
Dispatcher	Cynthia Wilkerson	
Road Supervisor	Veronica Ramirez	
DAR	David Espinoza	Brevyn Chenault
Corona Cruiser	Glenda Dubriel	Keturah Nick
Maintenance Dept	Alex Sierra	

#### **City of Corona Staff Safety Committee**

Title	Member	Alternate
Safety Manger		
Transit Program Manager	Sudesh Paul	Cynthia Lara



# The City of Corona

## COVID-19 Prevention Program (CPP)



## **CITY OF CORONA**

### **COVID-19 PREVENTION PROGRAM (CPP)**

#### **I. PURPOSE:**

The **City of Corona** is committed to provide employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Labor Code §§ 6300, *et seq.*). As an employer, the City of Corona is required to establish and implement an effective written COVID-19 Prevention Program (CPP) pursuant to the Emergency Temporary Standards in place for COVID-19 (California Code of Regulations (CCR), Title 8, section 3205(c)). <sup>1</sup>

Nothing in this CPP precludes the City from complying with federal, state, or local laws or guidance that recommends or requires measures that are more prescriptive and/or restrictive than are provided herein.

#### **II. SCOPE**

This CPP applies to all City employees, volunteers, and subcontracted employees reporting to work at a City facility and is designed to control employees' exposures to the SARS-CoV-2 virus (COVID-19) that may occur in our workplace. This CPP does not apply to employees who are teleworking. <sup>2</sup>

#### **III. AUTHORITY AND RESPONSIBILITY**

The City of Corona Occupational Health and Safety Manager has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all Department managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

#### **IV. DEFINITIONS:**


- "COVID-19" means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

# Summary of Comments on Memo=TCWD=2012 Person. Iss.=Redlines on Board Memo (3-20-12).doc


---

Page: 2

---

 Number: 1      Author: Author      Date: 1/10/2022 1:28:00 PM  
Removing hyperlink, no longer available.

---

 Number: 2      Author: Author      Date: 1/10/2022 1:36:00 PM  
Need to specify "paid and/or unpaid"?

---



- “COVID-19 case” means a person who either: (1) Has a positive “COVID-19 test” as defined in this section; (2) Is subject to COVID-19-related order to isolate issued by a local or state health official; or (3) Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county. A person is no longer a “COVID-19 case” when a licensed health care professional determines that the person does not have COVID-19, in accordance with recommendations made by the California Department of Public Health (CDPH) or the local health department pursuant to authority granted under the Health and Safety Code or title 17, California Code of Regulations to CDPH or the local health department.

“Close contact COVID-19 exposure” means being within six (6) feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” as defined here. This definition applies regardless of the person’s vaccination status.

“COVID-19 hazard” means exposure to potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on persons which may aerosolize saliva or respiratory tract fluids, among other things. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.

“COVID-19 symptoms” means one of the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person’s symptoms were caused by a known condition other than COVID-19.

“COVID-19 test” means a viral test for SARS-CoV-2 that is both: (1) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and (2) Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable.

“Exposed workplace” means any work location, working area, or common area at work used or accessed by a COVID-19 case during the high-risk period, including bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas.

The exposed workplace does not include buildings or facilities not entered by a COVID-19 case. Effective January 1, 2021, the “exposed workplace” also



includes but is not limited to the “worksite” of the COVID-19 case as defined by Labor Code section 6409.6(d)(5).

“Face covering” means a tightly woven fabric or non-woven material with no visible holes or openings, which covers the nose and mouth.

“High-risk exposure period” means the following time period: (1) For persons who develop COVID-19 symptoms: from two (2) days before they first develop symptoms until ten (10) days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or (2) For persons who test positive who never develop COVID-19 symptoms: from two (2) days before until ten (10) days after the specimen for their first positive test for COVID-19 was collected.

## **V. PROGRAM**

### **A. SYSTEM FOR COMMUNICATING WITH EMPLOYEES**

#### **1. Reporting COVID-19 Symptoms, Possible COVID-19 Close Contact Exposures, and Possible COVID-19 Hazards at Worksites and Facilities**

The City policy requires that employees immediately report to their manager or supervisor or to the Department of Human Resources any of the following: (1) the employee’s presentation of COVID-19 symptoms; (2) the employee’s possible COVID-19 close contact exposures; (3) possible COVID-19 hazards at the City’s worksites or facilities. The employee shall be asked to fill out the “COVID-19 Employee Exposure Questionnaire” located on the City Intranet.

The City will not discriminate or retaliate against any employee who makes such a report.

#### **2. Accommodations Process for Employees with Medical or Other Conditions that put them at Increased Risk of Severe COVID-19 Illness**

The City policy provides for an accommodation process for employees who have a medical or other condition identified by the Centers for Disease Control and Prevention (“CDC”) or the employees’ health care provider as placing or potentially placing the employees at increased risk of severe COVID-19 illness.

The CDC identifies the following medical conditions and other conditions as placing or potentially placing individuals at an increased risk of severe COVID-19 illness.

The CDC guidance provides that adults of any age with the following conditions are at increased risk of severe illness from the virus that causes COVID-19:

1. Cancer



2. Chronic kidney disease
3. COPD (chronic obstructive pulmonary disease)
4. Heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
5. Immunocompromised state (weakened immune system) from solid organ transplant
6. Obesity (body mass index [BMI] of 30 kg/m<sup>2</sup> or higher but < 40 kg/m<sup>2</sup>)
7. Severe Obesity (BMI ≥ 40 kg/m<sup>2</sup>)
8. Pregnancy
9. Sickle cell disease
10. Smoking
11. Type 2 diabetes mellitus

The CDC guidance also provides that adults of any age with the following conditions might be at an increased risk for severe illness from the virus that causes COVID-19:

1. Asthma (moderate-to-severe)
2. Cerebrovascular disease (affects blood vessels and blood supply to the brain)
3. Cystic fibrosis
4. Hypertension or high blood pressure
5. Immunocompromised state (weakened immune system) from blood or bone marrow transplant, immune deficiencies, HIV, use of corticosteroids, or use of other immune weakening medicines
6. Neurologic conditions, such as dementia
7. Liver disease
8. Overweight (BMI > 25 kg/m<sup>2</sup>, but < 30 kg/m<sup>2</sup>)
9. Pulmonary fibrosis (having damaged or scarred lung tissues)
10. Thalassemia (a type of blood disorder)
11. Type 1 diabetes mellitus

The City will periodically review the following web address in order to account for any additional medical conditions and other conditions that the CDC has identified as



placing or potentially placing individuals at an increased risk of severe COVID-19: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>

City employees are encouraged to review the list of medical conditions and other condition provided above in order to determine whether they have such a condition or seek advise from their health care provider.

To request an accommodation under the City policy, employees may make a request with their manager or supervisor or the Department of Human Resources.

### **3. COVID-19 Testing**

The City possesses authority to require that employees who report to work at City worksites or facilities be tested for COVID-19.

Where the City requires that employees be tested, the City will inform employees why the reason that testing is required.

The City will also inform employees of the possible consequences of a positive COVID-19 test, which may include, but is not limited to, a requirement that employees not report to a City worksite or facility during the high-risk exposure period and satisfying the minimum criteria to return to work.

Where the City requires testing, the City has adopted policies and procedures that ensure the confidentiality of employees and comply with the Confidentiality of Medical Information Act ("CMIA"). Specifically, the City will keep confidential all personal identifying information of COVID-19 cases or persons with COVID-19 symptoms unless expressly authorized by the employee to disclose such information or as other permitted or required under the law.

### **4. COVID-19 Hazards**

The City will notify employees and subcontracted employees of any potential COVID-19 exposure at a worksite or facility where a COVID-19 case and employees were present on the same day. The City will notify employees of such potential exposures within one (1) business day, in a way that does not reveal any personal identifying information of the COVID-19 case.

The City will also notify employees of cleaning and disinfecting measures being undertaken in order to ensure the health and safety of the City worksite or facility where the potential exposure occurred.

## **B. IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS AT CITY WORKSITES AND FACILITIES**

### **1. Screening City Employees for COVID-19 Symptoms**



The City possesses authority to require that employees self-screen for COVID-19 symptoms.

City policy provides that employees will self-screen for COVID-19 symptoms prior to starting normal work duties at a worksite or facility.

## **2. Responding to City Employees with COVID-19 Symptoms**

Should an employee display COVID-19 symptom during a self-screen, the City will instruct the employee to return to their home or place of residence and not report to work until such time as the employee satisfies the minimum criteria to return to work.

The employee will be advised of any leaves to which they may be entitled during this self-quarantine period.

Further, the City has adopted policies and procedures that ensure the confidentiality of employees and comply with the CMIA and will not disclose to other employees the fact that the employees presented COVID-19 symptoms.

## **3. The City's Response to COVID-19 Cases**

In the event that City employees test positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the City will instruct the employees to return to their home or place of residence and not report to work until such time as they satisfy the minimum criteria to return to work.

The City will advise employees of any leaves to which they may be entitled during this self-isolation period.

The City will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances: (1) the local health department; (2) Cal/OSHA; (3) employees who were present at a City worksite or facility when the COVID-19 case was present; (4) the employee organizations that represent employees at the City worksite or facility; (4) the employers of subcontracted employees who were present at the City worksite or facility; and (5) the City workers' compensation plan administrator.

If possible, the City will interview the COVID-19 cases to ascertain the nature and circumstances of any contact that the employees may have had with other employees during the high-risk exposure period. If the City determines that there were any close contact COVID-19 exposures, the City will instruct those employees to return or remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work.

The City has adopted policies and procedures that ensure the confidentiality of employees and comply with the CMIA. Specifically, the City will not disclose to other



employees, except for those who need to know, the fact that the employees tested positive for or were diagnosed with COVID-19. Further, the City will keep confidential all personal identifying information of COVID-19 cases or persons unless expressly authorized by the employees to disclose such information or as other permitted or required under the law.

#### **4. Workplace-Specific Identification of COVID-19 Hazards**

The City conducted a workplace-specific assessment of interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19 hazards. The City continues to conduct workplace-specific assessments to identify and address the ongoing changing elements to interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19 hazards.

As part of this process, the City identified places and times when employees and individuals congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not, including, for example, during meetings or trainings, in and around entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

As part of this process, the City identified potential workplace exposure to all persons at City worksites and facilities, including employees, employees of other entities, members of the public, customers or clients, and independent contractors. The City considered how employees and other persons enter, leave, and travel through City worksites and facilities, in addition to addressing employees' fixed workspaces or workstations.

As part of this process, the City treats all persons, regardless of symptoms or negative COVID-19 test results, as potentially infectious.

#### **5. Maximization of Outdoor Air and Air Filtration**

The City will Identify and evaluate how to maximize ventilation with outdoor air; the highest level of filtration efficiency compatible with the existing ventilation system; and whether the use of portable or mounted HEPA filtration units, or other air cleaning systems, would reduce the risk of COVID-19 transmission. Review applicable orders and guidance from the State of California and local health departments related to COVID-19 hazards and prevention, including the "*Cal/OSHA-CDPH Interim Guidance for Ventilation, Filtrations, and Air Quality in Indoor Environments*" and information specific to your industry, location, and operations. We maximize the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency (EPA) Air Quality Index is greater than 100 for any pollutant or if



opening windows or maximizing outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.

## **6. Compliance with Applicable State and Local Health Orders**

The City monitors applicable orders and guidance from the State of California and the local health department related to COVID-19 hazards and prevention, including information of general application and information specific to the City location and operations.

The City fully and faithfully complies with all applicable orders and guidance from the State of California and the local health department.

## **7. Evaluation of Existing COVID-19 Prevention Controls and Adoption of Additional Controls**

Periodically, the City will evaluate existing COVID-19 prevention controls at the workplace and assess whether there is a need for different and/or additional controls.

This includes evaluation of controls related to the correction of COVID-19 hazards, physical distancing, face coverings, engineering controls, administrative controls and personal protective equipment (PPE).

## **8. Periodic Inspections**

The City will conduct periodic inspections of worksites and facilities as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with the City COVID-19 policies and procedures.

# **C. INVESTIGATING AND RESPONDING TO COVID-19 CASES IN CITY WORKSITES AND FACILITIES**

## **1. Procedure to Investigate COVID-19 Cases**

The City has a procedure for investigating COVID-19 cases in the workplace. As provided below, the procedure provides for the following: (1) the verification of COVID-19 case status; (2) receiving information regarding COVID-19 test results; (3) receiving information regarding the presentation of COVID-19 symptoms; and (4) identifying and recording all COVID-19 cases.

## **2. Response to COVID-19 Cases**

As provided above at Section IV.B.3., in the event that employees test positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the City will instruct the employees to remain at or return to their home or place of residence and not



report to work until such time as the employees satisfy the minimum criteria to return to work.

**a. Contact Tracing**

If possible, the City will interview the COVID-19 cases in order to ascertain the following information: (1) the date on which the employees tested positive, if asymptomatic, or the date on which the employees first presented COVID-19 symptoms, if symptomatic; (2) the COVID-19 cases recent work history, including the day and time they were last present at a worksite or facility; and (3) the nature and circumstances of the COVID-19 cases' contact with other employees during the high-risk exposure period, including whether there were any close contact COVID-19 exposure. Contact the Safety Division at 951-279-3645 with Contact Tracing questions you may have.

If the City determines that there were any close contact COVID-19 exposures, they will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work.

**b. Reporting the Potential Exposure to Other Employees**

The City will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances: (1) employees or volunteers who were present at a worksite or facility when the COVID-19 case was present; and (2) subcontracted employees who were present at the worksite or facility.

**c. Free COVID-19 Testing for Close Contact Exposures**

The City will provide COVID-19 testing at no cost to employees during their working hours to all employees who had potential close contact COVID-19 exposure at a worksite or facility.

**d. Leave and Compensation Benefits for Close Contact Exposures**

The City will provide these employees with information regarding COVID-19-related benefits to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the federal Families First Coronavirus Response Act (FFCRA), Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, local governmental requirements, the City's own leave policies, and leave guaranteed by contract.

The City will continue to provide and will maintain these employees' earnings, seniority, and all other employee rights and benefits, including the employees' right to their former job status, as if the employees had not been removed from their jobs.



The City may require that these employees use employer-provided employee sick leave benefits for this purpose and consider benefit payments from public sources in determining how to maintain earnings, rights, and benefits, where permitted by law and when not covered by workers' compensation.

**e. Investigation to Determine Whether Workplace Conditions Contributed to COVID-19 Exposure**

The City will conduct an investigation in order to determine whether any workplace conditions could have contributed to the risk of COVID-19 exposure and what could be done to reduce exposure to COVID-19 hazards.

**3. Confidential Medical Information**

The City will protect the confidentiality of the COVID-19 cases and will not disclose to other employees the fact that the employees tested positive for or were diagnosed with COVID-19.

The City will keep confidential all personal identifying information of COVID-19 cases unless expressly authorized by the employees to disclose such information or as other permitted or required under the law.

**D. CORRECTION OF COVID-19 HAZARDS AT CITY WORKSITES AND FACILITIES**

The City will implement effective policies and/or procedures for correcting unsafe or unhealthy conditions, work practices, policies and procedures in a timely manner based on the severity of the hazard.

This includes, but is not limited to, implementing controls and/or policies and procedures in response to the evaluations conducted related to the identification and evaluation of COVID-19 hazards and investigating and responding to COVID-19 cases in the workplace. This also includes implementing controls related to physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE).

**E. TRAINING AND INSTRUCTION OF CITY OF CORONA EMPLOYEES**

**1. COVID-19 Symptoms**

The City provided employees training and instruction on the COVID-19 symptoms, including advising employees of COVID-19 symptoms, which include the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.



The City monitors and adheres to guidance by the CDC concerning COVID-19 symptoms, including guidance provided at the following web address:

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

The City will advise employees in the event that the CDC makes any changes to its guidance concerning such symptoms.

The City provided employees instruction on the importance of not coming to work and obtaining a COVID-19 test if the employees have COVID-19 symptoms.

## **2. City COVID-19 Policies and Procedures**

The City provides regular updates to employees on the City's policies and procedures to prevent COVID-19 hazards at City worksites and facilities and to protect City employees.

## **3. COVID-19 Related Benefits**

The City advised employees of the leaves to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, the City's own leave policies, and leave guaranteed by contract.

Further, when employees require leave or are directed not to report to work the City will advise the employees of the leaves to which the employees may be entitled for that specific reason.

## **4. Spread and Transmission of the Virus that Causes COVID-19**

The City advised employees that COVID-19 is an infectious disease that can be spread through the air when an infectious person talks or vocalizes, sneezes, coughs, or exhales; that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth, although that is less common; and that an infectious person may have no symptoms.

The City further advised employees of the fact that particles containing the virus can travel more than six (6) feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, including hand washing, in order to be effective.

## **5. Methods and Importance of Physical Distancing, Face Coverings, and Hand Hygiene**



The City advised employees of the methods and importance of physical distancing, face coverings, and hand hygiene, including hand washing.

Specifically, the City trained and instructed employees on the importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

Further, the City **has provided** training and instructions to employees on the proper use of face coverings and the fact that face coverings are not respiratory protective equipment. Here is the link to the CDC site for proper selection and use of a face cover. <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>

## **F. PHYSICAL DISTANCING**

The City requires that all employees be separated from other persons by at least six (6) feet, except where the City can demonstrate that six (6) feet of separation is not possible and where there is momentary exposure while persons are in movement.

The City has adopted several methods by which it increases physical distancing including, but not limited to, the following: (1) providing employees the opportunity to temporarily telework or engage in other temporary remote work arrangements; (2) reducing the number of persons in an area at one time, including visitors; (3) posting visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel; (4) adopting staggered arrival, departure, work, and break times; and (5) adjusting work processes or procedures, such as reducing production speed, to allow greater distance between employees.

When it is not possible for employees to maintain a distance of at least six (6) feet, the City requires individuals to be as far apart as possible.

## **G. FACE COVERINGS**

### **1. Face Covering Requirement**

The City provides face coverings to employees and requires that such face coverings are worn by employees and individuals at City worksites and facilities.

City policy adheres to orders and guidance provided by the CDPH and the local health department, including as provided at the following web address:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>

The City's Covid-19 Prevention Plan on the use of face coverings ensures that they are worn over the nose and mouth when indoors, when outdoors and less than six (6) feet



away from another person, and where required by orders from the CDPH or local health department.

The City's policy requires that face coverings be clean and undamaged. The City's policy allows for face shields to be used to supplement, and not supplant face coverings.

The City's policy provides for the following exceptions to the face coverings requirement:


1. When an employee is alone in a room.
2. While eating and drinking at the workplace, provided employees are at least six (6) feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
3. Employees wearing respiratory protection in accordance with section 5144 or other title 8 safety orders (8 C.C.R. 5144 is available at the following web address: <https://www.dir.ca.gov/title8/5144.html>).
4. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person.
5. Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed, and the unmasked employee shall be at least six (6) feet away from all other persons unless unmasked employees are tested at least twice weekly for COVID-19.

**2. Required Use of Effective Non-Restrictive Alternative for Employees Exempted from Face Covering Requirement**

The City's policy requires that employees who exempted from wearing face coverings due to a medical condition, mental health condition, or disability wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.

**3. Physical Distancing Required If Employee Is Not Wearing Face Covering or Non-Restrictive Alternative**

---

 Number: 1      Author: Author      Date: 1/4/2021 9:00:00 PM  
Where is the adopted policy that states these requirements? Is this a safety policy?

---



The City's policy requires that any employees not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six (6) feet apart from all other persons unless the unmasked employees are tested at least twice (2x) weekly for COVID-19.

However, the City does not use COVID-19 testing as an alternative to face coverings when face coverings are otherwise required by this section.

**4. Prohibition on Preventing Employees from Wearing Face Covering**

The City does not prevent any employee from wearing a face covering when wearing a face covering is not required by this section, unless not wearing a face covering would create a safety hazard, such as interfering with the safe operation of equipment.

**5. Communication to Non-Employees Regarding Face Covering Requirement**

The City posts signage to inform non-employees that the City requires the use of face coverings at City worksites and facilities.

**6. Policies to Reduce COVID-19 Hazards Originating from Persons Not Wearing Face Coverings**

The City has developed COVID-19 policies and procedures to minimize employees' exposure to COVID-19 hazards originating from any person not wearing a face covering, including a member of the public.

These policies include requiring that employees and non-employees wear face coverings at City worksites and facilities, that employees wear face coverings at other times, maintain physical distance from person not wearing a face covering, and observe proper hand hygiene.

**H. OTHER ENGINEERING CONTROLS, ADMINISTRATIVE CONTROLS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)**

**1. Installation of Solid Partitions Between Workstations Where Physical Distancing is Not Possible**

At fixed work locations where it is not possible to maintain the physical distancing requirement at all times, the employer shall install cleanable solid partitions that effectively reduce aerosol transmission between the employees and other persons.

**2. Maximization of Outdoor Air**

As provided above at Section IV.B.5., for indoor worksites and facilities, the City evaluates how to maximize the quantity of outdoor air.



Further, for City worksites and facilities with mechanical or natural ventilation, or both, the City has maximized the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency (“EPA”) Air Quality Index is greater than 100 for any pollutant or if opening windows or letting in outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.

### **3. Cleaning and Disinfecting Procedures**

The City’s cleaning and disinfecting policy requires the following:

1. Identifying and regularly cleaning and disinfecting frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, bathroom surfaces, and steering wheels. The City will inform employees and authorized employee representatives of cleaning and disinfection protocols, including the planned frequency and scope of regular cleaning and disinfection.
2. Prohibiting the sharing of personal protective equipment and to the extent feasible, items that employees come in regular physical contact with such as phones, headsets, desks, keyboards, writing materials, instruments, and tools. When it is not feasible to prevent sharing, sharing will be minimized, and such items and equipment shall be disinfected between uses by different people. Sharing of vehicles will be minimized to the extent feasible, and high touch points (steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) shall be disinfected between users.
3. Cleaning and disinfection of areas, material, and equipment used by a COVID-19 case during the high-risk exposure period.

Further, the City requires that cleaning and disinfecting must be done in a manner that does not create a hazard to employees or subcontracted employees.

### **4. Evaluation of Handwashing Facilities**

To protect employees, the City evaluated its handwashing facilities in order to determine the need for additional facilities, encourage and allow time for employee handwashing, and provide employees with an effective hand sanitizer.

The City encourages employees to wash their hands for at least 20 seconds each time.



The City provides hand sanitizers approved by the CDC.

## **5. Personal Protective Equipment (PPE)**

City policy provides for PPE.

The City evaluates the need for PPE, such as gloves, goggles, and face shields, to prevent exposure to COVID-19 hazards and provide such PPE as needed.

In accordance with applicable law, the City evaluates the need for respiratory protection when the physical distancing requirements, as provided herein, are not feasible or are not maintained.

In accordance with applicable law, the City will provide and ensure use of respirators in accordance when deemed necessary by Cal/OSHA through the Issuance of Order to Take Special Action.



**I. IN ACCORDANCE WITH APPLICABLE LAW, THE CITY WILL PROVIDE AND ENSURE USE OF EYE PROTECTION AND RESPIRATORY PROTECTION WHEN EMPLOYEES ARE EXPOSED TO PROCEDURES THAT MAY AEROSOLIZE POTENTIALLY INFECTIOUS MATERIAL SUCH AS SALIVA OR RESPIRATORY TRACT FLUIDS. REPORTING, RECORDKEEPING AND ACCESS**

**1. Reporting COVID-19 Cases to the Local Health Department**

In accordance with applicable law, the City will report information about COVID-19 cases at the workplace to the local health department.

Further, the City will provide any related information requested by the local health department.

**2. Reporting Serious COVID-19 Illnesses and Deaths to Cal/OSHA**

In accordance with applicable law, the City will immediately report to Cal/OSHA any serious COVID-19-related illnesses or deaths of employees occurring at a City worksite or facility or in connection with any employment.

Further, in accordance with applicable law, the City will record any serious work-related COVID-19-related illnesses or deaths.

**3. Maintenance of Records Related to the Adoption of the CPP**

In accordance with applicable law, the City will maintain records of the steps taken to implement this CPP.

**4. Availability of the CPP for Inspection**

The City will make this written CPP available to employees and employee organizations at City worksites or facilities.

Further, the City will make this written CPP available to Cal/OSHA representatives immediately upon request.

**5. Records Related to COVID-19 Cases**

The City **DICO** will keep record of and track all COVID-19 cases with the following information: (1) employee's name; (2) contact information; (3) occupation; (4) location where the employee worked; (5) the date of the last day at the workplace; and (6) the date of a positive COVID-19 test.



In accordance with the Confidentiality of Medical Information Act (CMIA) and applicable law, the City will keep the employees' medical information confidential.

In accordance with the CMIA and applicable law, the City will make this information available to employees and employee organizations with personal identifying information removed. The City will also make this information available as otherwise required by law.

## **J. EXCLUSION OF COVID-19 CASES**

### **1. Exclusion of COVID-19 Cases from City Worksites and Facilities**

The City will ensure that COVID-19 cases are excluded from the workplace until the individual satisfies the minimum return to work criteria provided for in Section IV.K.

### **2. Exclusion of Employees with Close Contact COVID-19 Exposures from City Worksites and Facilities**

The City will exclude employees with close contact COVID-19 exposure from the workplace for 14 days after the last known close contact COVID-19 exposure.

### **3. Provision of Benefits to City Employees Excluded from Work as a Result of a Positive COVID-19 Test or Diagnosis or a Close Contact COVID-19 Exposure**

#### **a. Employees Who Are Able to Temporarily Telework During Isolation or Quarantine Period**

The City will allow employees who are able to temporarily telework, and are able and available to work, to telework during the isolation or quarantine period. The City will provide these employees their normal compensation for the work that they perform for the City during the isolation or quarantine period.

#### **b. Employees Who Are Unable to Temporarily Telework During Isolation or Quarantine Period**

The provision of benefits described below does not apply to either: (1) employees who the City can demonstrate that the close contact COVID-19 exposure was not work-related; and (2) employees who are unable to work for reasons other than protecting employees and non-employees at City worksites and facilities from possible COVID-19 transmission. Such employees may still use paid annual leave for the purpose of receiving compensation during the isolation or quarantine period if they elect to do so.



For other employees, the City will require that employees who are unable to telework temporarily but are otherwise able and available to work use paid annual leave to receive compensation during the isolation or quarantine period. Employees retain their entitlement to elect not to use other earned or accrued paid leave during this time. The City may provide such employees who are unable to telework, but who do not have any annual leave available, paid administrative leave in order to receive compensation during the isolation or quarantine period.

For all employees who are subject to an isolation or quarantine because of a COVID-19 case or a close contact COVID-19 exposure, the City will maintain the employees' seniority and all other employee rights and benefits, including the employees' right to their former job status, during the isolation or quarantine period.

The City may consider benefit payments from public sources, including under the FFCRA and Labor Code section 248.1 (until December 31, 2020 or longer if FFCRA leave and/or Labor Code section 248.1 leave is extended), in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

**4. Adherence with Laws, Policies, and/or Agreements Providing Excluded Employees Greater Protections**

The obligations set forth in this section do not limit any other applicable law, City policy, or collective bargaining agreement that provides employees with greater protections or benefits.

**5. Provision of Information Concerning Benefits to Excluded Employees**

At the time of exclusion, the City will provide the excluded employees the information on benefits to which the employees may be entitled under applicable federal, state, or local laws.

This includes any benefits available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, **[any applicable local governmental requirements]**, the City's own leave policies, and leave guaranteed by contract.

**K. RETURN TO WORK CRITERIA**

**1. Minimum Criteria to Return to Work for Symptomatic COVID-19 Cases**

City policy requires that COVID-19 cases with COVID-19 symptoms remain at their home or place of residence and not report to any worksite or facility until they satisfy each of the following conditions:



1. At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
2. COVID-19 symptoms have improved; **and**
3. At least 10 days have passed since COVID-19 symptoms first appeared.

**2. Minimum Criteria to Return to Work for Asymptomatic COVID-19 Cases**

City policy requires that COVID-19 cases who tested positive but never developed COVID-19 symptoms not report to any City worksite or facility until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

**3. COVID-19 Testing Not Required in Order to Return to Work**

In accordance with CDC guidance concerning symptom-based strategies for the discontinuation of isolation, the City does not require employees submit to a COVID-19 test, or produce a negative COVID-19 test result, in order to return to work.

**4. Minimum Criteria to Return to Work for Employees Directed to Self-Quarantine or Isolate by a State or Local Health Official**

If employees are subject to an isolation or quarantine order issued by a state or local health official, City policy requires that the employees not report to any City worksite or facility until the period of isolation or quarantine is completed or the order is lifted.

If the order did not specify a definite isolation or quarantine period, then the period shall be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.

**5. Allowance by Cal/OSHA for an Employee to Return to Work**

If there are no violations of state or local health officer orders for isolation or quarantine, Cal/OSHA may, upon request, allow employees to return to work on the basis that the removal of employees would create undue risk to a community's health and safety.

In such cases, the City will develop, implement, and maintain effective control measures to prevent transmission in the workplace including providing isolation for the employees at the City worksite or facility and, if isolation is not possible, the use of respiratory protection in the workplace.



Staff Report

---

**File #:** 22-0906

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** City Manager's Office - City Clerk

**SUBJECT:**

Resolution approving the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

**EXECUTIVE SUMMARY:**

This staff report asks Council to consider the approval of the amended Conflict of Interest Code pursuant to the Political Reform Act (Government Code Section 87300, et seq), which requires every local agency to review the Conflict of Interest Code biennially to determine potential revisions to ensure accuracy.

**RECOMMENDED ACTION:**

**That the City Council** adopt Resolution No. 2022-120, approving the amended Conflict of Interest Code.

**BACKGROUND & HISTORY:**

Every government agency must adopt a Conflict of Interest Code. A Conflict of Interest Code is the official document requiring those individuals holding designated positions with the City to disclose certain financial interests to help avoid conflicts of interest. A Conflict of Interest Code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

The City's Conflict of Interest Code was adopted in 1981 and has been periodically updated since that time. The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially and determine if it needs to be amended.

**ANALYSIS:**

Every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as Form 700.

Upon reviewing the Conflict of Interest Code, staff has determined that an amendment is required to accurately reflect current staffing, position titles, and designated positions. During 2021, there was an organizational realignment as well some classification changes which resulted in positions being reclassified or removed. These changes are reflected in the update proposed herein. Below are the updates for the 2022 Conflict of Interest Code:

**Add the following positions:**

Administrative Program Analyst  
Administrative Services Manager IV  
Assistant Director of Utilities  
Budget Manager  
Building Inspector I/II Flex  
Building Inspector Supervisor  
Business Supervisor  
Chief Communications Officer  
CIP Supervisor  
Code Enforcement Officer I/II Flex  
Customer Care Supervisor  
Data Scientist  
Deputy City Attorney II (Litigation)  
Development Services Manager  
Director of Utilities  
Electric Utility Analyst  
Executive Assistant  
Finance Director  
Fleet Superintendent  
Library Manager  
Maintenance Manager  
Occupational Health & Safety Manager  
Operations Analyst  
Operations Manager  
Parks Supervisor  
Planning and Development Director  
Plan Check Manager  
Property and Contract Technician  
Public Safety Communications Manager  
Public Works Director/City Engineer  
Senior Public Works Inspector  
Transportation Program Manager  
Utility Billing & Administration Manager

**Remove the following positions:**

Assistant City Manager/Administrative Services Director  
Administrative Services Analyst I/II

Administrative Services Director  
Administrative Services Manager (All)  
Assistant General Manager  
Assistant Public Works Director  
Assistant Public Works Director/City Engineer  
Business Manager - DWP  
Business Supervisor - DWP  
Business System Analyst  
Chief Digital Officer  
Code Enforcement Manager  
Community Development Director  
Construction Manager  
Customer Services Supervisor  
Deputy Finance Director  
Deputy Human Resources Director  
Development & Support Supervisor  
District Engineer  
DWP Customer Care Manager  
DWP Customer Care Supervisor  
DWP Operations Analyst I & II  
DWP Operations Manager  
Economic Development Manager (All)  
Economic Development Manager/Strategic Partnerships  
Electric Utility Analyst II  
Executive Assistant (All)  
Finance and Administration Manager  
Finance Manager (All)  
Finance/CDBG Manager  
Fleet Services Superintendent  
Fleet Services Supervisor  
General Manager  
GIS Administrator  
Housing/Leasing Manager  
Library and Recreation Services Assistant Director  
Library and Recreation Services Director  
Library Director  
Library Services Manager  
Maintenance Manager II  
Management Services Chief of Staff  
Management Services Supervisor  
Office Manager  
Parks Superintendent  
Property and Contracts Administrator  
Property and Contracts Manager  
Public Safety Administrative Supervisor I/II

Public Safety Finance Deputy Director  
Public Works Operations Service Manager  
Public Works Program Administrator  
Public Works Program Manager  
Public Works Specialist  
Purchasing Technician  
Recreation Services Manager  
Regulatory Supervisor  
Safety Manager  
Senior System Engineer  
Support Service Administrator  
Transportation Planning Manager  
Transportation Planning Supervisor  
Utilities Project Manager  
Web and Digital Media Manager

Proper noticing has been provided in accordance with the law. Adoption of the proposed resolution and the amended Conflict of Interest Code will ensure compliance with State law provisions.

**FINANCIAL IMPACT:**

The biennial review of the City's Conflict of Interest Code does not have a fiscal 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 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 for the 2022 biennial review of the City's Conflict of Interest Code and there is no possibility that this project will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** SYLVIA EDWARDS, CITY CLERK

**REVIEWED BY:** ROGER BRADLEY, ASSISTANT CITY MANAGER

**Attachments:**

1. Exhibit 1 - Resolution No. 2022-120
2. Exhibit 2 - Amended 2022 Conflict of Interest Redline
3. Exhibit 3 - Amended 2022 Conflict of Interest Final

## **RESOLUTION NO. 2022-120**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

**WHEREAS**, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Corona (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code; and

**WHEREAS**, the City Council adopted a Conflict of Interest Code (the "Code") which was amended on December 16, 2020, in compliance with the Act; and

**WHEREAS**, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

**WHEREAS**, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

**WHEREAS**, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided to each affected designated employee and was publicly posted for review; and

**WHEREAS**, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on December 7, 2022, at which all present were given an opportunity to be heard on the proposed amended Code.

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

**SECTION 1.** The City Council does hereby approve and adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk and available to the public for inspection and copying during regular business hours;

**SECTION 2.** The said amended Conflict of Interest Code shall become effective thirty (30) days after the date of its adoption and approval.

**PASSED, APPROVED AND ADOPTED** this 7th day of December, 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 7th day of December, 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 7th day of December, 2022.

\_\_\_\_\_  
City Clerk of the City of Corona, California

[SEAL]



## **CONFLICT OF INTEREST CODE FOR THE CITY OF CORONA** **(Amended- December 7, 2022 December 16, 2020)**

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the City of Corona (the "City").

All officials and designated positions required to submit a statement of economic interests shall file their statements with the City Clerk as the City's Filing Officer. The City Clerk shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, City Manager, City Attorney/Legal & Risk Management Director and City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The City Clerk shall retain the originals of the statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

AB 1234 Training: Government Code Section 53234-53235.2 requires certain ethics training to be completed periodically by certain elected and appointed officials, as well as any other designated employees, and requires in the City Clerk to maintain completion records for such training ("AB 1234 Training"). ~~Beginning in 2021, pursuant to an initial schedule determined by the City Clerk, employees in all designated~~



~~positions as of December 31, 2020 shall be required to complete the AB 1234 Training. Employees who first occupy a designated position on or after January 1, 2021 shall initially comply as required by AB 1234 Training requirements. Thereafter, a~~All employees in all designated positions shall continue to comply as required by the AB 1234 Training requirements (currently, biennially).

# APPENDIX

## CONFLICT OF INTEREST CODE

### OF THE

### CITY OF CORONA

(Amended ~~December 16, 2020~~ December 7, 2022)

## PART “A”

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the City's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

### OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments.<sup>1</sup> These positions are listed here for informational purposes only.

~~Assistant City Manager/Administrative Services Director~~

Assistant City Manager

~~Finance/CDBG Manager~~

~~Deputy~~ Finance Director

Finance Manager (all)

Financial Consultants

---

<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

## DESIGNATED POSITIONS

### GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Accounting Manager	1, 2
Accounting Supervisor	5
Administrative <del>Program Services</del> Analyst- <del>I/II</del>	5
<del>Administrative Services Director</del>	<del>1, 2</del>
Administrative Services Manager- <del>IV (all)</del>	5, 8
Administrative Supervisor	5
Assistant City Attorney/Assistant Legal & Risk Management Director	1, 2
Assistant City Manager	1, 2
<del>Assistant City Manager/Administrative Services Director</del>	<del>1, 2</del>
Assistant <del>General Manager</del> <u>Director of Utilities</u>	1, 2
<del>Assistant Public Works Director</del>	<del>2, 3, 5, 6</del>
<del>Assistant Public Works Director/City Engineer</del>	<del>2, 3, 5, 6</del>
Assistant to the City Manager	5
Battalion Chief	5, 6
<del>Budget Manager</del>	<del>1, 2</del>
Building Inspector I/II <u>Flex</u>	5, 6
<del>Building Inspector Supervisor</del>	<del>5</del>
Building Official	5, 6
Building Official/Building Inspection Manager	5, 6

DESIGNATED POSITIONS'  
TITLE OR FUNCTION

DISCLOSURE CATEGORIES  
ASSIGNED

<del>Business Manager — DWP</del> <u>Utility Billing &amp; Administration Manager</u>	1, 2
Business Supervisor — <del>DWP</del>	1, 2
<del>Business System Analyst</del> <u>Applications Analyst-</u>	1, 2
Chief Deputy City Attorney	1, 2
Chief Distribution Operator	2, 3, 5
Chief Information Officer	1, 2
Chief of Police	5, 6
Chief Reclamation Operator	5
Chief <del>Digital</del> <u>Communications</u> Officer	1, 2
Chief Talent Officer	1, 2
Chief Water Operator	5
<u>CIP Supervisor</u>	<u>2, 3, 5</u>
City Clerk	5
City Traffic Engineer	2, 3, 5, 6
<del>Code Enforcement Manager</del>	<del>5, 6</del>
Code Compliance Supervisor	5, 6
Code Enforcement Officer I/II <u>Flex</u>	5, 6
<del>Community Development Director</del>	<del>1, 2</del>
Community Services Director	1, 2
<del>Construction Manager</del>	<del>2, 3, 5</del>
Construction Superintendent	2, 3, 5

DESIGNATED POSITIONS'  
TITLE OR FUNCTION

DISCLOSURE CATEGORIES  
ASSIGNED

Customer <del>Care Service</del> Supervisor	5
<del>Data Scientist</del>	<del>5, 9</del>
Deputy Building Official/Plan Check Manager	5, 6
Deputy Chief Information Officer	1, 2
<del>Deputy City Attorney II (Litigation)</del>	<del>1, 2</del>
Deputy City Clerk	5
<del>Deputy Finance Director</del>	<del>1, 2</del>
Deputy Fire Chief	5, 6
<del>Deputy Human Resources Director</del>	<del>5</del>
<del>Development &amp; Support Supervisor</del>	<del>5, 9</del>
<del>District Engineer</del>	<del>2, 3, 5</del>
<del>DWP Customer Care Manager</del>	<del>5</del>
<del>DWP Customer Care Supervisor</del>	<del>5</del>
<del>DWP Operations Analyst I &amp; II</del>	<del>3, 5</del>
<del>DWP Operations Manager</del>	<del>3, 5</del>
<del>Development Services Manager</del>	<del>5, 6</del>
<del>Director of Utilities</del>	<del>1, 2</del>
Economic Development Coordinator	2, 3, 5
Economic Development Director	1, 2
<del>Economic Development Manager (All)</del>	<del>1, 2</del>
<del>Economic Development Manager/Strategic Partnerships</del>	<del>1, 2</del>

DESIGNATED POSITIONS'  
TITLE OR FUNCTION

DISCLOSURE CATEGORIES  
ASSIGNED

Electric Utility Analyst <del>II</del>	5
Emergency Services Coordinator	5
Emergency Services Manager	5
Executive Assistant <del>(All)</del>	5
<del>Finance and Administration Manager</del>	<del>5</del>
<del>Finance Director</del>	<del>1, 2</del>
<del>Finance/CDBG Manager</del>	<del>1, 2</del>
<del>Finance Manager (All)</del>	<del>1, 2</del>
Financial Analyst (All)	5
Fire Chief	5, 6
Fire Marshal	5, 6
Fleet Manager	5
Fleet <del>Services</del> Superintendent	5
<del>Fleet Services Supervisor</del>	<del>5</del>
<del>General Manager</del>	<del>1, 2</del>
<del>GIS Administrator</del>	<del>5, 9</del>
Help Desk Manager	5, 9
<del>Housing/Leasing Manager</del>	<del>1, 2</del>
Human Resources Manager (All)	5
Human Resources Supervisor	5
<del>Library and Recreation Services Assistant Director</del>	<del>2, 3, 5</del>

DESIGNATED POSITIONS'  
TITLE OR FUNCTION

DISCLOSURE CATEGORIES  
ASSIGNED

<del>Library and Recreation Services Director</del>	<del>2, 3, 5</del>
<del>Library Director</del>	<del>2, 3, 5</del>
Library <del>Services</del> Manager	5
Maintenance Manager <del>(III)</del>	5
Maintenance Supervisor	5
Management Analyst (All)	5
<del>Management Services Chief of Staff</del>	<del>5</del>
<del>Management Services Supervisor</del>	<del>5</del>
<del>Office Manager</del>	<del>5</del>
<del>Occupational Health &amp; Safety Manager</del>	<del>5</del>
<del>Operations Analyst</del>	<del>3, 5</del>
<del>Operations Manager</del>	<del>3, 5</del>
Operations Manager	3, 5
Parks <del>Superintendent</del> <u>Supervisor</u>	2, 3, 5
<del>Planning and Development Director</del>	<del>1, 2</del>
<del>Plan Check Manager</del>	<del>5, 6</del>
Planning Manager	2, 3, 5, 6
Police Captain	5, 6
Police Lieutenant	5, 6
Principal Civil Engineer	2, 3, 5, 6
Principal Engineer	2, 3, 5, 6

DESIGNATED POSITIONS'  
TITLE OR FUNCTION

DISCLOSURE CATEGORIES  
ASSIGNED

Property and Contract <del>Administrator</del> <u>Technician</u>	1, 2
<del>Property and Contract Manager</del>	<del>1, 2</del>
<del>Public Safety Administrative Supervisor I/II</del>	<del>5</del>
<del>Public Safety Communications Manager</del>	<del>5</del>
<del>Public Safety Finance Deputy Director</del>	<del>5</del>
Public Works Director/ <u>City Engineer</u>	1, 2
Public Works Inspection Superintendent	5, 6
Public Works Inspection Supervisor	5, 6
<del>Public Works Operations Services Manager</del>	<del>5, 6</del>
Public Works Inspector (All)	5, 6
<del>Public Works Program Administrator</del>	<del>5</del>
<del>Public Works Program Manager</del>	<del>5</del>
<del>Public Works Specialist</del>	<del>1, 2</del>
Purchasing Manager	4
Purchasing Specialist (All)	5
<del>Purchasing Technician</del>	<del>5</del>
<del>Recreation Services Manager</del>	<del>2, 3, 5</del>
Recreation Supervisor	5
<del>Regulatory Supervisor</del>	<del>2, 3, 5</del>
Risk Manager	4, 7
<del>Safety Manager</del>	<del>5</del>

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

Senior Code Enforcement Officer	5, 6
Senior Engineer	2, 3, 5, 6
Senior Engineer – Traffic	2, 3, 5, 6
Senior Network Architect	5, 9
Senior Paralegal/Claims Manager	1, 2
Senior Planner	2, 3, 5, 6
<del>Senior Public Works Inspector</del>	<del>5, 9</del>
<del>Senior System Engineer</del>	<del>5, 9</del>
Senior Software Architect	5, 9
Senior Utility Engineer	2, 3, 5
<del>Support Service Administrator</del>	<del>5</del>
Support Services Manager	5
Traffic Engineer	2, 3, 5, 6
Transportation <del>Planning Program</del> Manager	2, 3, 5
<del>Transportation Planning Supervisor</del>	<del>2, 3, 5</del>
<del>Utilities Project Manager</del>	<del>5</del>
<del>Web and Digital Media Manager</del>	<del>5</del>
Workers Compensation Manager	1, 2

**MEMBERS OF BOARDS, COMMISSIONS AND COMMITTEES:**

Corona Public Library Board of Trustees	2, 3, 5
Oversight Board to Successor Agency	1, 2

DESIGNATED POSITIONS'  
TITLE OR FUNCTION

DISCLOSURE CATEGORIES  
ASSIGNED

Parks and Recreation Commission  
Successor Agency

1, 2  
1, 2

Consultants and New Positions<sup>2</sup>

---

<sup>2</sup> Individuals serving as a consultant as defined in FPPC Reg 18701 or in a new position created since this Code was last approved that makes or participates in making decisions must file pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

## **PART “B”**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup> Such economic interests are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated position's department, unit or division.

Category 7:

A) All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from entities that

---

<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

provide insurance services, including but not limited to, insurance companies, carriers, holding companies, underwriters, brokers solicitors, agents, adjusters, claims managers and actuaries.

B) All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from entities or persons who have filed a claim, or have a claim pending against the City which is reviewed by the designated employee's department or division.

Category 8: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from sources that receive grants or other funding from and through the City.

Category 9: Investments, business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments), from sources that provide information technology and telecommunications goods, products or services, including but not limited to, computer hardware or software companies, computer consulting services, training, data processing firms, and media services.



## **CONFLICT OF INTEREST CODE FOR THE** **CITY OF CORONA** **(Amended December 7, 2022 )**

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the City of Corona (the "City").

All officials and designated positions required to submit a statement of economic interests shall file their statements with the City Clerk as the City's Filing Officer. The City Clerk shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, City Manager, City Attorney/Legal & Risk Management Director and City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The City Clerk shall retain the originals of the statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

AB 1234 Training: Government Code Section 53234-53235.2 requires certain ethics training to be completed periodically by certain elected and appointed officials, as well as any other designated employees, and requires in the City Clerk to maintain completion records for such training ("AB 1234 Training"). All employees in all designated positions shall continue to comply as required by the AB 1234 Training requirements (currently, biennially).

# APPENDIX

## CONFLICT OF INTEREST CODE

### OF THE

### CITY OF CORONA

(Amended December 7, 2022 )

## PART “A”

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the City's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

### OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments.<sup>1</sup> These positions are listed here for informational purposes only.

Assistant City Manager

Finance Director

Finance Manager (all)

Financial Consultants

### DESIGNATED POSITIONS

### GOVERNED BY THE CONFLICT OF INTEREST CODE

---

<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Accounting Manager	1, 2
Accounting Supervisor	5
Administrative Program Analyst	5
Administrative Services Manager IV	5, 8
Administrative Supervisor	5
Assistant City Attorney/Assistant Legal & Risk Management Director	1, 2
Assistant City Manager	1, 2
Assistant Director of Utilities	1, 2
Assistant to the City Manager	5
Battalion Chief	5, 6
Budget Manager	1, 2
Building Inspector I/II Flex	5, 6
Building Inspector Supervisor	5
Building Official	5, 6
Building Official/Building Inspection Manager	5, 6
Utility Billing & Administration Manager	1, 2
Business Supervisor	1, 2
Applications Analyst	1, 2
Chief Deputy City Attorney	1, 2
Chief Distribution Operator	2, 3, 5
Chief Information Officer	1, 2

DESIGNATED POSITIONS'  
TITLE OR FUNCTION

DISCLOSURE CATEGORIES  
ASSIGNED

Chief of Police	5, 6
Chief Reclamation Operator	5
Chief Communications Officer	1, 2
Chief Talent Officer	1, 2
Chief Water Operator	5
CIP Supervisor	2, 3, 5
City Clerk	5
City Traffic Engineer	2, 3, 5, 6
Code Compliance Supervisor	5, 6
Code Enforcement Officer I/II Flex	5, 6
Community Services Director	1, 2
Construction Superintendent	2, 3, 5
Customer Care Supervisor	5
Data Scientist	5, 9
Deputy Building Official/Plan Check Manager	5, 6
Deputy Chief Information Officer	1, 2
Deputy City Attorney II (Litigation)	1, 2
Deputy City Clerk	5
Deputy Fire Chief	5, 6
Development Services Manager	5, 6
Director of Utilities	1, 2

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Economic Development Coordinator	2, 3, 5
Economic Development Director	1, 2
Electric Utility Analyst	5
Emergency Services Coordinator	5
Emergency Services Manager	5
Executive Assistant	5
Finance Director	1, 2
Financial Analyst (All)	5
Fire Chief	5, 6
Fire Marshal	5, 6
Fleet Manager	5
Fleet Superintendent	5
Help Desk Manager	5, 9
Human Resources Manager (All)	5
Human Resources Supervisor	5
Library Manager	5
Maintenance Manager	5
Maintenance Supervisor	5
Management Analyst (All)	5
Occupational Health & Safety Manager	5
Operations Analyst	3, 5

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Operations Manager	3, 5
Operations Manager	3, 5
Parks Supervisor	2, 3, 5
Planning and Development Director	1, 2
Plan Check Manager	5, 6
Planning Manager	2, 3, 5, 6
Police Captain	5, 6
Police Lieutenant	5, 6
Principal Civil Engineer	2, 3, 5, 6
Principal Engineer	2, 3, 5, 6
Property and Contract Technician	1, 2
Public Safety Communications Manager	5
Public Works Director/City Engineer	1, 2
Public Works Inspection Superintendent	5, 6
Public Works Inspection Supervisor	5, 6
Public Works Inspector (All)	5, 6
Purchasing Manager	4
Purchasing Specialist (All)	5
Recreation Supervisor	5
Risk Manager	4, 7
Senior Code Enforcement Officer	5, 6

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

Senior Engineer	2, 3, 5, 6
Senior Engineer – Traffic	2, 3, 5, 6
Senior Network Architect	5, 9
Senior Paralegal/Claims Manager	1, 2
Senior Planner	2, 3, 5, 6
Senior Public Works Inspector	5,9
Senior Software Architect	5, 9
Senior Utility Engineer	2, 3, 5
Support Services Manager	5
Traffic Engineer	2, 3, 5, 6
Transportation Program Manager	2, 3, 5
Workers Compensation Manager	1, 2

**MEMBERS OF BOARDS, COMMISSIONS AND COMMITTEES:**

Corona Public Library Board of Trustees	2, 3, 5
Oversight Board to Successor Agency	1, 2
Parks and Recreation Commission	1, 2
Successor Agency	1, 2

Consultants and New Positions<sup>2</sup>

---

<sup>2</sup> Individuals serving as a consultant as defined in FPPC Reg 18701 or in a new position created since this Code was last approved that makes or participates in making decisions must file pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

## **PART “B”**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup> Such economic interests are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated position's department, unit or division.

---

<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

Category 7:

A) All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from entities that provide insurance services, including but not limited to, insurance companies, carriers, holding companies, underwriters, brokers solicitors, agents, adjusters, claims managers and actuaries.

B) All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from entities or persons who have filed a claim, or have a claim pending against the City which is reviewed by the designated employee's department or division.

Category 8: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from sources that receive grants or other funding from and through the City.

Category 9: Investments, business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments), from sources that provide information technology and telecommunications goods, products or services, including but not limited to, computer hardware or software companies, computer consulting services, training, data processing firms, and media services.



Staff Report

---

**File #:** 22-0907

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Human Resources Department

**SUBJECT:**

Resolution approving the City of Corona Position Library and Compensation Plan and repealing all prior Plans, including Resolution No. 2022-109, to implement salary range increases for minimum wage per California State law.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to approve the City of Corona Position Library and Compensation Plan updating select compensation ranges due to compliance with Senate Bill 3, which amended section 1182.12 of the Labor Code and now requires a minimum wage increase to fifteen dollars and fifty cents (\$15.50) per hour on January 1, 2023 for employers who employ 26 or more employees.

**RECOMMENDED ACTION:**

**That the City Council** adopt Resolution No. 2022-119, approving the City of Corona Position Library and Compensation Plan and repealing all prior Plans, including Resolution No. 2022-109, effective September 7, 2022.

**BACKGROUND & HISTORY:**

State regulations for public employers require disclosure of position classifications and corresponding compensation. In an effort to ensure compliance, and for even greater transparency, the City Council has previously adopted and updated the Position Library and Compensation Plan, a document which includes a list of all authorized employment positions for the City and their corresponding compensation ranges ("Plan").

The Plan provides added organizational efficiency and permits departments to continue streamlining operations without impacting service levels. Additionally, it allows members of the public to see what any given position, even those not currently filled, are paid. To this end, it is essential to note that this document is strictly a resource document of available employment positions, as the positions

listed will not necessarily be budgeted or funded in any given fiscal year. A list of full-time budgeted positions is located on the City's website.

**ANALYSIS:**

Minimum Wage

Compensation ranges are updated to comply with Senate Bill 3, which amended section 1182.12 of the Labor Code to require a minimum wage increase to fifteen dollars and fifty cents (\$15.50) per hour on January 1, 2023.

Labor Code section 1182.12 also requires the Director of Finance for the State of California to annually make a determination and certify to the Governor and the Legislature whether an adjustment for inflation is applied to minimum wage after the minimum wage reaches \$15 per hour. Pursuant to this section, the minimum wage of \$15 per hour was implemented on January 1, 2022 for employers who employ 26 or more employees, and is scheduled for January 1, 2023 for employers who employ 25 or fewer employees. Accordingly, the City adjusted its minimum wage to \$15.00 an hour at the beginning of the Calendar Year.

Following the implementation of the minimum wage to \$15 per hour, Labor Code section 1182.12(c) requires that on or before August 1 of each year, the Director of Finance for the State of California determines if the minimum wage shall be adjusted for inflation and calculates the increase in minimum wage by the lesser of 3.5 percent or the rate of change, as specified, for the United States Bureau of Labor Statistics non-seasonally adjusted United States Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. CPI-W).

The Department of Finance has calculated that the U.S. CPI-W for the 12-month period from July 1, 2021 to June 30, 2022 increased by 7.9 percent compared to the 12-month period from July 1, 2020 to June 30, 2021. As a result, the Department of Finance has determined that the minimum wage shall increase by 3.5 percent to \$15.50 per hour and shall be implemented for all employers on January 1, 2023. Implementation of the minimum wage increase will move the noted part-time staff to \$15.55 per hour as that is the closest range to \$15.50 on the City's current salary table.

Currently, the following position in the City of Corona Position Library are under the new minimum wage effective January 1, 2023.

	Current Starting Rate	Proposed Starting Rate
Fire Prevention Assistant	\$15.17/hour	\$15.55/hour
Literacy Assistant	\$15.17/hour	\$15.55/hour
Management Intern	\$15.17/hour	\$15.55/hour
Student Aide	\$15.17/hour	\$15.55/hour

**FINANCIAL IMPACT:**

The minimum wage increase to \$15.50 per hour will be effective the first pay period in January 2023. Of the four part-time positions impacted by the change, only one is budgeted in the current fiscal year. The Literacy Assistant is a grant funded position and the additional cost for the increase, estimated to be \$185.00 through June 30, 2023, will be covered within the current grant allocation.

No budgetary appropriations are needed for the January 2023 minimum wage change.

**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. This action will increase wages of those employees who would be under the State mandated amount as of January 1, 2023, the activity is not subject to CEQA. There is no possibility that the acceptance of this report will have a significant effect on the environment.

**PREPARED BY:** REBECCA CHRISTOPHER, HUMAN RESOURCES SUPERVISOR

**REVIEWED BY:** ANGELA RIVERA, CHIEF TALENT OFFICER

**Attachments:**

1. Exhibit 1 - Position Library and Compensation Plan - Redline Version
2. Exhibit 2 - Resolution 2022-119, Position Library and Compensation Plan

City of Corona  
Position Library and Compensation Plan

City Council Revision Date: ~~September 7, 2022~~ December 7, 2022 (Effective December 31, 2022)

City Council Original Adoption Date: December 19, 2012

This is strictly a resource document of available employment positions for the City. The positions listed herein are not necessarily funded.

For current full time budgeted positions, please refer to the "Full Time Employee Budgeted Positions List".

	Minimum Wage Update											
Position Title	Comp Chart Grade	Monthly Step 1	Monthly Step 2	Monthly Step 3	Monthly Step 4	Monthly Step 5	Monthly Step 6	Footnote	Full Time	Part Time	Dept.	
40-Hour Battalion Chief	F333	\$13,080	\$13,734	\$14,420	\$15,141	\$15,898	N/A	C	X		Fire Department	
40-Hour Fire Captain	F285	\$10,295	\$10,810	\$11,350	\$11,918	\$12,514	N/A	C	X		Fire Department	
40-Hour Fire Engineer	F243	\$7,952	\$8,349	\$8,767	\$9,205	\$9,665	\$10,149	C	X		Fire Department	
40-Hour Firefighter	F218	\$7,020	\$7,371	\$7,739	\$8,126	\$8,532	\$8,959	C	X		Fire Department	
40-Hour Firefighter/Paramedic	F243	\$7,952	\$8,349	\$8,767	\$9,205	\$9,665	\$10,149	C	X		Fire Department	
Accounting/Grants Specialist	G123	\$4,350	\$4,568	\$4,796	\$5,036	\$5,288	N/A	A, C	X		VAR	
Accounting Assistant	G039	\$2,861	\$3,004	\$3,155	\$3,312	\$3,478	N/A	A, C	X	X	Finance	
Accounting Manager	M268	\$8,966	\$9,414	\$9,885	\$10,379	\$10,898	N/A	A, C	X		Finance	
Accounting Supervisor	M222	\$7,128	\$7,484	\$7,858	\$8,251	\$8,664	N/A	A, C	X		Finance	
Accounting Technician I Flex	G068	\$3,307	\$3,472	\$3,646	\$3,828	\$4,019	N/A	A, C	X		Finance	
Accounting Technician II Flex	G088	\$3,653	\$3,836	\$4,028	\$4,229	\$4,441	N/A	A, C	X		Finance	
Administrative Assistant	G094	\$3,764	\$3,953	\$4,150	\$4,358	\$4,576	N/A	A, C	X		VAR	
Administrative Program Analyst	M176	\$5,667	\$5,950	\$6,247	\$6,560	\$6,888	N/A	A, C	X		Public Works	
Administrative Services Manager IV	M315	\$11,334	\$11,901	\$12,496	\$13,121	\$13,777	N/A	A, C	X		VAR	
Administrative Supervisor	M157	\$5,154	\$5,412	\$5,682	\$5,967	\$6,265	N/A	A, C	X		VAR	
Animal Care Attendant	T028	\$2,709	\$2,844	\$2,986	\$3,135	\$3,292	N/A	A, C		X	Police Department	
Animal Care Technician	G072	\$3,373	\$3,542	\$3,719	\$3,905	\$4,100	N/A	A, C	X		Police Department	
Animal Control Officer	G096	\$3,802	\$3,992	\$4,192	\$4,401	\$4,622	N/A	A, C	X		Police Department	
Animal Control Supervisor	S170	\$5,499	\$5,774	\$6,063	\$6,366	\$6,685	N/A	A, C	X		Police Department	
Applications Analyst	G175	\$5,638	\$5,920	\$6,216	\$6,527	\$6,853	N/A	A, C	X		Information Technology	
Aquatics Manager	T089	\$3,672	\$3,855	\$4,048	\$4,250	\$4,463	N/A	A, C		X	Community Services	
Asset Management Coordinator	M202	\$6,451	\$6,774	\$7,112	\$7,468	\$7,841	N/A	A, C	X		Public Works	
Assistant City Attorney/Assistant Legal & Risk Management Director	E384	\$15,990	\$16,790	\$17,629	\$18,511	\$19,436	N/A	A, C	X		Legal & Risk Management	
Assistant City Manager	E389	\$16,394	\$17,214	\$18,074	\$18,978	\$19,927	N/A	A, C	X		City Manager's Office	
Assistant Director of Utilities	M327	\$12,033	\$12,635	\$13,267	\$13,930	\$14,627	N/A	A, C	X		Utilities	
Assistant Director, City Librarian	M315	\$11,334	\$11,901	\$12,496	\$13,121	\$13,777	N/A	A, C	X		Community Services	
Assistant Engineer	G194	\$6,199	\$6,509	\$6,834	\$7,176	\$7,535	N/A	A, C	X		VAR	
Assistant Engineer - Traffic	G194	\$6,199	\$6,509	\$6,834	\$7,176	\$7,535	N/A	A, C	X		Public Works	
Assistant Planner	G164	\$5,337	\$5,604	\$5,884	\$6,179	\$6,488	N/A	A, C	X		Planning & Development	
Assistant Recreation Coordinator	T079	\$3,493	\$3,668	\$3,851	\$4,044	\$4,246	N/A	A, C		X	Community Services	
Assistant to the Chief of Police	M121	\$4,307	\$4,522	\$4,749	\$4,986	\$5,235	N/A	A, C	X		Police Department	
Assistant to the City Manager	M260	\$8,615	\$9,046	\$9,498	\$9,973	\$10,472	N/A	A, C	X		City Manager's Office	
Assistant to the Fire Chief	M121	\$4,307	\$4,522	\$4,749	\$4,986	\$5,235	N/A	A, C	X		Fire Department	
Associate Engineer	G211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		VAR	
Associate Engineer - Traffic	G211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		Public Works	
Associate Engineer - Transportation	G211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		Public Works	
Associate Planner	G189	\$6,046	\$6,348	\$6,666	\$6,999	\$7,349	N/A	A, C	X		Planning & Development	
Background Investigator	M119	\$4,264	\$4,478	\$4,701	\$4,936	\$5,183	N/A	A, C	X	X	Police Department	
Battalion Chief	F303	\$11,262	\$11,825	\$12,416	\$13,037	\$13,689	N/A	C	X		Fire Department	
Broadcast Operator	T094	\$3,764	\$3,953	\$4,150	\$4,358	\$4,576	N/A	A, C		X	City Manager's Office	
Broadcast Specialist	M132	\$4,550	\$4,777	\$5,016	\$5,267	\$5,531	N/A	A, C	X		City Manager's Office	
Budget Manager	M268	\$8,966	\$9,414	\$9,885	\$10,379	\$10,898	N/A	A, C	X		Finance	
Building Inspection Supervisor	S231	\$7,455	\$7,828	\$8,219	\$8,630	\$9,062	N/A	A, C	X		Planning & Development	
Building Inspector I Flex	G123	\$4,350	\$4,568	\$4,796	\$5,036	\$5,288	N/A	A, C	X		Planning & Development	
Building Inspector II Flex	G141	\$4,759	\$4,997	\$5,247	\$5,509	\$5,784	N/A	A, C	X		Planning & Development	
Building Maintenance Technician	T062	\$3,209	\$3,370	\$3,538	\$3,715	\$3,901	N/A	A, C		X	VAR	
Building Official	S283	\$9,662	\$10,145	\$10,653	\$11,185	\$11,745	N/A	A, C	X		Planning & Development	
Building Permit Technician I Flex	G090	\$3,690	\$3,875	\$4,068	\$4,272	\$4,485	N/A	A, C	X		Planning & Development	
Building Permit Technician II Flex	G110	\$4,077	\$4,281	\$4,495	\$4,720	\$4,956	N/A	A, C	X		Planning & Development	
Business Supervisor	S219	\$7,022	\$7,373	\$7,742	\$8,129	\$8,535	N/A	A, C	X		VAR	
Chief Communications Officer	M270	\$9,056	\$9,509	\$9,984	\$10,483	\$11,007	N/A	A, C	X		City Manager's Office	
Chief Deputy City Attorney	E343	\$13,033	\$13,685	\$14,369	\$15,087	\$15,842	N/A	A, C	X		Legal & Risk Management	
Chief Distribution Operator	S272	\$9,147	\$9,604	\$10,084	\$10,588	\$11,118	N/A	A, C	X		Utilities	
Chief Information Officer	E354	\$13,768	\$14,457	\$15,179	\$15,938	\$16,735	N/A	A, C	X		Information Technology	
Chief of Police	E381	\$15,753	\$16,540	\$17,367	\$18,236	\$19,148	N/A	C	X		Police Department	
Chief Reclamation Operator	S272	\$9,147	\$9,604	\$10,084	\$10,588	\$11,118	N/A	A, C	X		Utilities	
Chief Talent Officer	E331	\$12,276	\$12,890	\$13,534	\$14,211	\$14,921	N/A	A, C	X		Human Resources	
Chief Water Operator	S272	\$9,147	\$9,604	\$10,084	\$10,588	\$11,118	N/A	A, C	X		Utilities	
CIP Engineer	G211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		Public Works	
CIP Manager/Assistant City Engineer	M323	\$11,796	\$12,386	\$13,005	\$13,655	\$14,338	N/A	A, C	X		Public Works	
CIP Project Manager	G267	\$8,921	\$9,367	\$9,836	\$10,327	\$10,844	N/A	A, C	X		Public Works	
CIP Supervisor	S283	\$9,662	\$10,145	\$10,653	\$11,185	\$11,745	N/A	A, C	X		Public Works	
City Attorney/Legal & Risk Management Director	E412	\$18,387	\$19,306	\$20,271	\$21,285	\$22,349	N/A	C	X		Legal & Risk Management	
City Clerk	M263	\$8,745	\$9,182	\$9,641	\$10,123	\$10,630	N/A	A, C	X		City Manager's Office	
City Clerk Services Specialist	M119	\$4,264	\$4,478	\$4,701	\$4,936	\$5,183	N/A	A, C	X		City Manager's Office	

City of Corona  
Position Library and Compensation Plan

Position Title	Comp Chart Grade	Monthly Step 1	Monthly Step 2	Monthly Step 3	Monthly Step 4	Monthly Step 5	Monthly Step 6	Footnote	Full Time	Part Time	Dept.
City Clerk Services Technician	M055	\$3,099	\$3,254	\$3,417	\$3,587	\$3,767	N/A	A, C	X		City Manager's Office
City Council	Flat	\$800	N/A	N/A	N/A	N/A	N/A		X		Elected
City Management Fellow	T064	\$3,241	\$3,403	\$3,574	\$3,752	\$3,940	N/A	A, C		X	City Manager's Office
City Manager	Flat	\$24,694	N/A	N/A	N/A	N/A	N/A	C	X		City Manager's Office
City Traffic Engineer	S265	\$8,833	\$9,274	\$9,738	\$10,225	\$10,736	N/A	A,C	X		Public Works
City Treasurer	Flat	\$200	N/A	N/A	N/A	N/A	N/A			X	Elected
Code Compliance Inspector I Flex	G115	\$4,180	\$4,389	\$4,609	\$4,839	\$5,081	N/A	A, C	X		Planning & Development
Code Compliance Inspector II Flex	G135	\$4,619	\$4,849	\$5,092	\$5,347	\$5,614	N/A	A, C	X		Planning & Development
Code Compliance Supervisor	S184	\$5,897	\$6,192	\$6,502	\$6,827	\$7,168	N/A	A, C	X		Planning & Development
Code Compliance Technician	G105	\$3,977	\$4,176	\$4,384	\$4,604	\$4,834	N/A	A, C	X		Planning & Development
Combination Plans Examiner	G211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		Planning & Development
Communications Coordinator	M183	\$5,868	\$6,161	\$6,469	\$6,793	\$7,132	N/A	A, C	X		City Manager's Office
Community Assistance Manager	S259	\$8,572	\$9,001	\$9,451	\$9,924	\$10,420	N/A	A, C	X		Community Services
Community Services Director	E349	\$13,429	\$14,100	\$14,805	\$15,546	\$16,323	N/A	A, C	X		Community Services
Community Services Leader	T037	\$2,833	\$2,975	\$3,123	\$3,279	\$3,443	N/A	A, C		X	Community Services
Community Services Officer I Flex	G063	\$3,225	\$3,386	\$3,556	\$3,734	\$3,920	N/A	A, C	X		Police Department
Community Services Officer II Flex	G088	\$3,653	\$3,836	\$4,028	\$4,229	\$4,441	N/A	A, C	X		Police Department
Community Services Program Coordinator	G158	\$5,180	\$5,439	\$5,711	\$5,996	\$6,296	N/A	A, C	X		VAR
Construction Superintendent	S259	\$8,572	\$9,001	\$9,451	\$9,924	\$10,420	N/A	A, C	X		VAR
Crime & Intelligence Analyst	G164	\$5,337	\$5,604	\$5,884	\$6,179	\$6,488	N/A	A, C	X		Police Department
Crime Prevention Assistant	T054	\$3,084	\$3,238	\$3,400	\$3,570	\$3,748	N/A	A, C		X	Police Department
Crime Prevention Specialist	G112	\$4,118	\$4,324	\$4,540	\$4,767	\$5,005	N/A	A, C	X		Police Department
Customer Care Assistant I	T050	\$3,023	\$3,174	\$3,332	\$3,499	\$3,674	N/A	A, C		X	Utilities
Customer Care Specialist I Flex	G050	\$3,023	\$3,174	\$3,332	\$3,499	\$3,674	N/A	A, C	X		VAR
Customer Care Specialist II Flex	G085	\$3,599	\$3,779	\$3,968	\$4,166	\$4,375	N/A	A, C	X		VAR
Customer Care Supervisor	S219	\$7,022	\$7,373	\$7,742	\$8,129	\$8,535	N/A	A, C	X		Utilities
Data Entry Clerk	T036	\$2,819	\$2,960	\$3,108	\$3,263	\$3,426	N/A	A, C		X	Finance
Data Scientist	M245	\$7,994	\$8,394	\$8,814	\$9,254	\$9,717	N/A	A, C	X		Information Technology
Deputy Building Official/Plan Check Manager	S254	\$8,361	\$8,779	\$9,218	\$9,679	\$10,163	N/A	A, C	X		Planning & Development
Deputy Chief Information Officer	M331	\$12,276	\$12,890	\$13,534	\$14,211	\$14,921	N/A	A, C	X		Information Technology
Deputy Chief Operator - Water	S247	\$8,074	\$8,478	\$8,902	\$9,347	\$9,814	N/A	A, C	X		Utilities
Deputy Chief Operator - Water Reclamation	S247	\$8,074	\$8,478	\$8,902	\$9,347	\$9,814	N/A	A, C	X		Utilities
Deputy City Attorney II (Litigation)	M312	\$11,166	\$11,724	\$12,311	\$12,926	\$13,572	N/A	A, C	X		Legal & Risk Management
Deputy City Clerk	M172	\$5,555	\$5,832	\$6,124	\$6,430	\$6,752	N/A	A, C	X		City Manager's Office
Deputy Fire Chief	F343	\$13,749	\$14,436	\$15,158	\$15,916	\$16,712	N/A	C	X		Fire Department
Deputy Fire Marshal	F200	\$6,738	\$7,075	\$7,428	\$7,800	\$8,190	N/A	C	X		Fire Department
Development Services Manager	S283	\$9,662	\$10,145	\$10,653	\$11,185	\$11,745	N/A	A, C	X		Planning & Development
Digital Journalist	M153	\$5,052	\$5,305	\$5,570	\$5,849	\$6,141	N/A	A, C	X		City Manager's Office
Digital Media Specialist	G123	\$4,350	\$4,568	\$4,796	\$5,036	\$5,288	N/A	A, C	X		City Manager's Office
Director of Utilities	E371	\$14,986	\$15,736	\$16,522	\$17,349	\$18,216	N/A	A, C	X		Utilities
Division Chief	F289	\$10,502	\$11,028	\$11,579	\$12,158	\$12,766	N/A	C	X		Fire Department
Economic Development Administrator	M231	\$7,455	\$7,828	\$8,219	\$8,630	\$9,062	N/A	A, C	X		Economic Development
Economic Development Assistant	G038	\$2,847	\$2,989	\$3,139	\$3,296	\$3,461	N/A	A, C	X		Economic Development
Economic Development Coordinator	M187	\$5,986	\$6,285	\$6,600	\$6,930	\$7,276	N/A	A, C	X		Economic Development
Economic Development Director	E331	\$12,276	\$12,890	\$13,534	\$14,211	\$14,921	N/A	A, C	X		Economic Development
Electric Utility Analyst	G193	\$6,168	\$6,476	\$6,800	\$7,140	\$7,497	N/A	A, C	X		Utilities
Electric Utility Manager	M281	\$9,566	\$10,045	\$10,547	\$11,074	\$11,628	N/A	A, C	X		Utilities
Emergency Services Assistant	G100	\$3,879	\$4,073	\$4,276	\$4,490	\$4,715	N/A	A, C	X		Fire Department
Emergency Services Coordinator	S204	\$6,516	\$6,842	\$7,184	\$7,543	\$7,920	N/A	C	X		Fire Department
Emergency Services Manager	M244	\$7,954	\$8,352	\$8,770	\$9,208	\$9,669	N/A	C	X		Fire Department
Engineering Assistant	T044	\$2,934	\$3,080	\$3,234	\$3,396	\$3,566	N/A	A, C		X	VAR
Engineering Intern	T044	\$2,934	\$3,080	\$3,234	\$3,396	\$3,566	N/A	A, C		X	VAR
Engineering Technician	G132	\$4,550	\$4,777	\$5,016	\$5,267	\$5,531	N/A	A, C	X		VAR
Environmental Compliance Coordinator	G173	\$5,582	\$5,861	\$6,155	\$6,462	\$6,785	N/A	A, B, C	X		Public Works
Environmental Compliance Supervisor*	S198	\$6,324	\$6,640	\$6,972	\$7,320	\$7,686	N/A	A, C	X		Public Works
Executive Assistant	M142	\$4,783	\$5,022	\$5,273	\$5,537	\$5,813	N/A	A, C	X		VAR
Facilities Maintenance Technician I Flex	G087	\$3,635	\$3,817	\$4,008	\$4,208	\$4,419	N/A	A, C	X		Community Services
Facilities Maintenance Technician II Flex	G102	\$3,918	\$4,114	\$4,319	\$4,535	\$4,762	N/A	A, C	X		Community Services
Facilities, Parks, & Trails Manager	M261	\$8,658	\$9,091	\$9,546	\$10,023	\$10,524	N/A	A, C	X		Community Services
Finance Director	E346	\$13,230	\$13,891	\$14,586	\$15,315	\$16,081	N/A	A, C	X		Finance
Financial Analyst I	M167	\$5,418	\$5,689	\$5,973	\$6,272	\$6,585	N/A	A, C	X		Finance
Financial Analyst II	M184	\$5,897	\$6,192	\$6,502	\$6,827	\$7,168	N/A	A, C	X		Finance
Fire Cadet	T039	\$2,861	\$3,004	\$3,155	\$3,312	\$3,478	N/A	A, C		X	Fire Department
Fire Captain	F255	\$8,864	\$9,308	\$9,773	\$10,262	\$10,775	N/A	C	X		Fire Department
Fire Chief	E381	\$15,753	\$16,540	\$17,367	\$18,236	\$19,148	N/A	C	X		Fire Department
Fire Engineer	F213	\$6,847	\$7,189	\$7,548	\$7,926	\$8,322	\$8,738	C	X		Fire Department
Fire Inspector I	F150	\$5,251	\$5,513	\$5,789	\$6,078	\$6,382	N/A	C	X	X	Fire Department
Fire Inspector II	F190	\$6,410	\$6,730	\$7,067	\$7,420	\$7,791	N/A	C	X	X	Fire Department
Fire Marshal	F271	\$9,601	\$10,081	\$10,585	\$11,114	\$11,670	N/A	C	X		Fire Department
Fire Prevention Assistant	T022	\$2,629	\$2,760	\$2,898	\$3,043	\$3,195	N/A	A, C	X		Fire Department
Firefighter	F188	\$6,044	\$6,346	\$6,664	\$6,997	\$7,347	\$7,714	C	X		Fire Department
Firefighter Trainee	F178	\$5,750	\$6,038	\$6,339	\$6,656	\$6,989	\$7,339	C	X		Fire Department
Firefighter/Paramedic	F213	\$6,847	\$7,189	\$7,548	\$7,926	\$8,322	\$8,738	C	X		Fire Department
Firefighter/Paramedic Trainee	F178	\$5,750	\$6,038	\$6,339	\$6,656	\$6,989	\$7,339	C	X		Fire Department

City of Corona  
Position Library and Compensation Plan

Position Title	Comp Chart Grade	Monthly Step 1	Monthly Step 2	Monthly Step 3	Monthly Step 4	Monthly Step 5	Monthly Step 6	Footnote	Full Time	Part Time	Dept.
Fleet Administrator	G114	\$4,159	\$4,367	\$4,586	\$4,815	\$5,056	N/A	A, C	X		Public Works
Fleet Manager	M248	\$8,115	\$8,520	\$8,946	\$9,394	\$9,863	N/A	A, C	X		Public Works
Fleet Superintendent	S204	\$6,516	\$6,842	\$7,184	\$7,543	\$7,920	N/A	A, C	X		Public Works
Fleet Technician I Flex	G052	\$3,053	\$3,206	\$3,366	\$3,534	\$3,711	N/A	A, C	X		Public Works
Fleet Technician II Flex	G087	\$3,635	\$3,817	\$4,008	\$4,208	\$4,419	N/A	A, C	X		Public Works
Forensic Specialist I Flex	G119	\$4,264	\$4,478	\$4,701	\$4,936	\$5,183	N/A	A, C	X		Police Department
Forensic Specialist II Flex	G141	\$4,759	\$4,997	\$5,247	\$5,509	\$5,784	N/A	A, C	X		Police Department
GIS Administrator	M199	\$6,355	\$6,673	\$7,007	\$7,357	\$7,725	N/A	A, C	X		Information Technology
GIS Analyst	G176	\$5,667	\$5,950	\$6,247	\$6,560	\$6,888	N/A	A, C	X	X	Information Technology
GIS Data Analyst	M208	\$6,647	\$6,979	\$7,328	\$7,695	\$8,080	N/A	A, C	X		Information Technology
Grant Administrator	M193	\$6,168	\$6,476	\$6,800	\$7,140	\$7,497	N/A	A,C	X		VAR
Help Desk I	G058	\$3,146	\$3,303	\$3,468	\$3,642	\$3,824	N/A	A, C		X	Information Technology
Help Desk II	G080	\$3,511	\$3,686	\$3,870	\$4,064	\$4,267	N/A	A, C	X	X	Information Technology
Help Desk III	G106	\$3,997	\$4,196	\$4,406	\$4,627	\$4,858	N/A	A, C	X	X	Information Technology
Help Desk Manager	M189	\$6,046	\$6,348	\$6,666	\$6,999	\$7,349	N/A	A, C	X		Information Technology
Homeless Solutions Manager	M255	\$8,403	\$8,823	\$9,264	\$9,728	\$10,214	N/A	A, C	X		VAR
Human Resources Administrative Assistant	M094	\$3,764	\$3,953	\$4,150	\$4,358	\$4,576	N/A	A, C	X		Human Resources
Human Resources Analyst	M178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Human Resources
Human Resources Assistant	M038	\$2,847	\$2,989	\$3,139	\$3,296	\$3,461	N/A	A, C	X		Human Resources
Human Resources Manager	M275	\$9,284	\$9,749	\$10,236	\$10,748	\$11,285	N/A	A, C	X		Human Resources
Human Resources Specialist	M122	\$4,329	\$4,545	\$4,772	\$5,011	\$5,261	N/A	A, C	X		Human Resources
Human Resources Supervisor	M244	\$7,954	\$8,352	\$8,770	\$9,208	\$9,669	N/A	A, C	X		Human Resources
Intern I	T034	\$2,791	\$2,930	\$3,077	\$3,231	\$3,392	N/A	A, C		X	VAR
Intern II	T044	\$2,934	\$3,080	\$3,234	\$3,396	\$3,566	N/A	A, C		X	VAR
Jailer	G114	\$4,159	\$4,367	\$4,586	\$4,815	\$5,056	N/A	A, C	X		Police Department
Janitor	T034	\$2,791	\$2,930	\$3,077	\$3,231	\$3,392	N/A	A, C		X	VAR
Junior Network Analyst	G163	\$5,311	\$5,576	\$5,855	\$6,148	\$6,455	N/A	A, C	X		Information Technology
Lead Customer Care Specialist	G173	\$5,582	\$5,861	\$6,155	\$6,462	\$6,785	N/A	A, C	X		Utilities
Lead Facilities Maintenance Technician	G156	\$5,129	\$5,385	\$5,654	\$5,937	\$6,234	N/A	A, C	X		Community Services
Lead Fleet Technician	G146	\$4,879	\$5,123	\$5,379	\$5,648	\$5,930	N/A	A, C	X		Public Works
Lead Parks & Landscape Technician	G161	\$5,258	\$5,521	\$5,797	\$6,087	\$6,391	N/A	A, C	X		Community Services
Lead Purchasing Specialist	G179	\$5,752	\$6,040	\$6,341	\$6,659	\$6,991	N/A	A, C, E	X		Finance
Lead Utility Maintenance Technician	G210	\$6,714	\$7,049	\$7,402	\$7,772	\$8,161	N/A	A, C	X		Utilities
Lead Utility Service Worker	G182	\$5,839	\$6,131	\$6,437	\$6,759	\$7,097	N/A	A, C	X		Utilities
Lead Warehouse Specialist	G084	\$3,581	\$3,760	\$3,948	\$4,146	\$4,353	N/A	A, C	X		Finance
Lead Water Operator	G216	\$6,918	\$7,264	\$7,627	\$8,008	\$8,408	N/A	A, C	X		Utilities
Lead Water Reclamation Operator	G216	\$6,918	\$7,264	\$7,627	\$8,008	\$8,408	N/A	A, C	X		Utilities
Librarian I Flex	G114	\$4,159	\$4,367	\$4,586	\$4,815	\$5,056	N/A	A, C	X		Community Services
Librarian II Flex	G133	\$4,573	\$4,801	\$5,041	\$5,293	\$5,558	N/A	A, C	X		Community Services
Library Acquisitions Technician	G061	\$3,193	\$3,353	\$3,520	\$3,696	\$3,881	N/A	A, C		X	Community Services
Library Assistant	T056	\$3,114	\$3,270	\$3,434	\$3,605	\$3,786	N/A	A, C	X	X	Community Services
Library Manager	M271	\$9,101	\$9,556	\$10,034	\$10,536	\$11,062	N/A	A, C	X		Community Services
Library Specialist I Flex	G058	\$3,146	\$3,303	\$3,468	\$3,642	\$3,824	N/A	A, C	X		Community Services
Library Specialist II Flex	G075	\$3,424	\$3,595	\$3,775	\$3,964	\$4,162	N/A	A, C	X		Community Services
Library Supervisor	S183	\$5,868	\$6,161	\$6,469	\$6,793	\$7,132	N/A	A, C	X		Community Services
Lifeguard	T032	\$2,763	\$2,901	\$3,046	\$3,199	\$3,359	N/A	A, C		X	Community Services
Literacy Assistant	T022	\$2,629	\$2,760	\$2,898	\$3,043	\$3,195	N/A	A, C		X	Community Services
Maintenance Manager	S281	\$9,566	\$10,045	\$10,547	\$11,074	\$11,628	N/A	A, C	X		VAR
Maintenance Planner	G190	\$6,076	\$6,380	\$6,699	\$7,034	\$7,386	N/A	A, C	X		VAR
Maintenance Supervisor	S227	\$7,308	\$7,673	\$8,057	\$8,460	\$8,883	N/A	A, C	X		VAR
Management Administrative Assistant I	M096	\$3,802	\$3,992	\$4,192	\$4,401	\$4,622	N/A	A, C	X		City Manger's Office
Management Administrative Assistant II	M114	\$4,159	\$4,367	\$4,586	\$4,815	\$5,056	N/A	A, C	X		City Manger's Office
Management Analyst I	M161	\$5,258	\$5,521	\$5,797	\$6,087	\$6,391	N/A	A, C	X	X	VAR
Management Analyst II	M193	\$6,168	\$6,476	\$6,800	\$7,140	\$7,497	N/A	A, C	X		VAR
Management Intern	T022	\$2,629	\$2,760	\$2,898	\$3,043	\$3,195	N/A	A, C		X	VAR
Network Analyst	G198	\$6,324	\$6,640	\$6,972	\$7,320	\$7,686	N/A	A, C	X		Information Technology
Nurse Educator	T260	\$8,615	\$9,046	\$9,498	\$9,973	\$10,472	N/A	A, C		X	Fire Department
Occupational Health & Safety Manager	M248	\$8,115	\$8,520	\$8,946	\$9,394	\$9,863	N/A	A, C	X		Human Resources
Office Assistant	G038	\$2,847	\$2,989	\$3,139	\$3,296	\$3,461	N/A	A, C	X	X	VAR
Office Worker	T034	\$2,791	\$2,930	\$3,077	\$3,231	\$3,392	N/A	A, C		X	VAR
Operations Manager	M281	\$9,566	\$10,045	\$10,547	\$11,074	\$11,628	N/A	A, C	X		Utilities
Organizational Training & Development Officer	M208	\$6,647	\$6,979	\$7,328	\$7,695	\$8,080	N/A	A, C	X		Human Resources
Paralegal I Flex	G132	\$4,550	\$4,777	\$5,016	\$5,267	\$5,531	N/A	A, C	X		Legal & Risk Management
Paralegal II Flex	G152	\$5,027	\$5,279	\$5,543	\$5,820	\$6,111	N/A	A, C	X		Legal & Risk Management
Paralegal III Flex	G172	\$5,555	\$5,832	\$6,124	\$6,430	\$6,752	N/A	A, C	X		Legal & Risk Management
Parks & Landscape Technician I Flex	G069	\$3,323	\$3,489	\$3,664	\$3,847	\$4,039	N/A	A, C	X		Community Services
Parks & Landscape Technician II Flex	G099	\$3,859	\$4,052	\$4,255	\$4,468	\$4,691	N/A	A, C	X		Community Services
Park Maintenance Assistant	T062	\$3,209	\$3,370	\$3,538	\$3,715	\$3,901	N/A	A, C		X	Community Services
Park Planner	G189	\$6,046	\$6,348	\$6,666	\$6,999	\$7,349	N/A	A, C	X		Community Services
Park Ranger	G046	\$2,963	\$3,111	\$3,267	\$3,430	\$3,602	N/A	A, C	X	X	Community Services
Park Ranger Supervisor	S188	\$6,016	\$6,317	\$6,633	\$6,964	\$7,312	N/A	A, C	X		Community Services
Parking Enforcement Officer	T037	\$2,833	\$2,975	\$3,123	\$3,279	\$3,443	N/A	A, C		X	Police Department
Parks Supervisor	S222	\$7,128	\$7,484	\$7,858	\$8,251	\$8,664	N/A	A, C	X		Community Services
Patron Services Assistant	T033	\$2,777	\$2,916	\$3,062	\$3,215	\$3,375	N/A	A, C		X	Community Services

City of Corona  
Position Library and Compensation Plan

Position Title	Comp Chart Grade	Monthly Step 1	Monthly Step 2	Monthly Step 3	Monthly Step 4	Monthly Step 5	Monthly Step 6	Footnote	Full Time	Part Time	Dept.
Payroll Analyst	M178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Finance
Payroll Technician I	M112	\$4,118	\$4,324	\$4,540	\$4,767	\$5,005	N/A	A, C	X		Finance
Payroll Technician II	M130	\$4,505	\$4,730	\$4,967	\$5,215	\$5,476	N/A	A, C	X		Finance
Plan Check Engineer	G211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		Planning & Development
Plan Check Manager	S254	\$8,361	\$8,779	\$9,218	\$9,679	\$10,163	N/A	A, C	X		Planning & Development
Plan Checker	G189	\$6,046	\$6,348	\$6,666	\$6,999	\$7,349	N/A	A, C	X		Planning & Development
Planning & Development Director	E354	\$13,768	\$14,457	\$15,179	\$15,938	\$16,735	N/A	A, C	X		Planning & Development
Planning Manager	S283	\$9,662	\$10,145	\$10,653	\$11,185	\$11,745	N/A	A, C	X		Planning & Development
Planning Technician	G117	\$4,222	\$4,433	\$4,655	\$4,887	\$5,132	N/A	A, C	X		Planning & Development
Police Cadet	T039	\$2,861	\$3,004	\$3,155	\$3,312	\$3,478	N/A	A, C		X	Police Department
Police Captain	P349	\$13,204	\$13,864	\$14,557	\$15,285	\$16,049	\$16,852	C	X		Police Department
Police Corporal	P226	\$7,150	\$7,507	\$7,882	\$8,276	\$8,690	\$9,125	C	X		Police Department
Police Department General Assistant	T034	\$2,791	\$2,930	\$3,077	\$3,231	\$3,392	N/A	A, C		X	Police Department
Police Detective	P231	\$7,330	\$7,697	\$8,081	\$8,485	\$8,910	\$9,355	C	X		Police Department
Police Lieutenant	P317	\$11,256	\$11,819	\$12,410	\$13,030	\$13,682	\$14,366	C	X		Police Department
Police Officer	P216	\$6,802	\$7,142	\$7,499	\$7,874	\$8,267	\$8,681	C	X		Police Department
Police Program Coordinator	G130	\$4,505	\$4,730	\$4,967	\$5,215	\$5,476	N/A	A, C	X		Police Department
Police Records Supervisor	S173	\$5,582	\$5,861	\$6,155	\$6,462	\$6,785	N/A	A, C	X		Police Department
Police Records Technician I Flex	G049	\$3,008	\$3,158	\$3,316	\$3,482	\$3,656	N/A	A, C	X		Police Department
Police Records Technician II Flex	G069	\$3,323	\$3,489	\$3,664	\$3,847	\$4,039	N/A	A, C	X		Police Department
Police Sergeant	P277	\$9,220	\$9,681	\$10,165	\$10,674	\$11,207	\$11,768	C	X		Police Department
Police Officer Trainee	Flat	\$5,288	N/A	N/A	N/A	N/A	N/A	A, C	X		Police Department
Pool Manager	T057	\$3,130	\$3,287	\$3,451	\$3,623	\$3,805	N/A	A, C		X	Community Services
Prevention Permit Technician	G080	\$3,511	\$3,686	\$3,870	\$4,064	\$4,267	N/A	A, C	X		Fire Department
Principal Civil Engineer	S273	\$9,192	\$9,652	\$10,134	\$10,641	\$11,173	N/A	A, C	X		Public Works
Principal Engineer	S273	\$9,192	\$9,652	\$10,134	\$10,641	\$11,173	N/A	A, C	X		VAR
Professional/Graduate Student Intern	T065	\$3,257	\$3,420	\$3,591	\$3,771	\$3,959	N/A	A, C		X	VAR
Property & Evidence Technician	G082	\$3,546	\$3,723	\$3,909	\$4,105	\$4,310	N/A	A, C	X		Police Department
Public Information Officer	M219	\$7,022	\$7,373	\$7,742	\$8,129	\$8,535	N/A	A, C	X		City Manager's Office
Public Safety Communications Manager	S240	\$7,797	\$8,187	\$8,596	\$9,026	\$9,478	N/A	A, C	X		Police Department
Public Safety Dispatch Call Taker	G098	\$3,840	\$4,032	\$4,234	\$4,446	\$4,668	N/A	A, C	X	X	Police Department
Public Safety Dispatch Supervisor	S207	\$6,614	\$6,945	\$7,292	\$7,657	\$8,039	N/A	A, C	X		Police Department
Public Safety Dispatcher I Flex	G134	\$4,596	\$4,825	\$5,067	\$5,320	\$5,586	N/A	A, C	X	X	Police Department
Public Safety Dispatcher II Flex	G155	\$5,103	\$5,358	\$5,626	\$5,907	\$6,203	N/A	A, C	X	X	Police Department
Public Safety Emergency Communications Support Specialist	G178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Information Technology
Public Safety Technical Support Engineer	G198	\$6,324	\$6,640	\$6,972	\$7,320	\$7,686	N/A	A, C	X		Information Technology
Public Works Director	E354	\$13,768	\$14,457	\$15,179	\$15,938	\$16,735	N/A	A, C	X		Public Works
Public Works Inspection Superintendent	S236	\$7,643	\$8,025	\$8,427	\$8,848	\$9,290	N/A	A, C	X		Planning & Development
Public Works Inspection Supervisor	S231	\$7,455	\$7,828	\$8,219	\$8,630	\$9,062	N/A	A, C	X		Planning & Development
Public Works Inspector I Flex	G130	\$4,505	\$4,730	\$4,967	\$5,215	\$5,476	N/A	A, C	X		Planning & Development
Public Works Inspector II Flex	G148	\$4,928	\$5,174	\$5,433	\$5,705	\$5,990	N/A	A, C	X		Planning & Development
Public Works Permit Technician I Flex	G090	\$3,690	\$3,875	\$4,068	\$4,272	\$4,485	N/A	A, C	X		Planning & Development
Public Works Permit Technician II Flex	G110	\$4,077	\$4,281	\$4,495	\$4,720	\$4,956	N/A	A, C	X		Planning & Development
Purchasing Assistant	G069	\$3,323	\$3,489	\$3,664	\$3,847	\$4,039	N/A	A, C	X		Finance
Purchasing Manager	M247	\$8,074	\$8,478	\$8,902	\$9,347	\$9,814	N/A	A, C	X		Finance
Purchasing Specialist I Flex	G098	\$3,840	\$4,032	\$4,234	\$4,446	\$4,668	N/A	A, C	X		Finance
Purchasing Specialist II Flex	G128	\$4,460	\$4,683	\$4,917	\$5,163	\$5,421	N/A	A, C	X		Finance
Radio Technician	T094	\$3,764	\$3,953	\$4,150	\$4,358	\$4,576	N/A	A, C	X	X	Information Technology
Range Master	G136	\$4,642	\$4,874	\$5,117	\$5,373	\$5,642	N/A	A, C	X		Police Department
Receptionist	T034	\$2,791	\$2,930	\$3,077	\$3,231	\$3,392	N/A	A, C		X	VAR
Recreation Coordinator	T115	\$4,180	\$4,389	\$4,609	\$4,839	\$5,081	N/A	A, C		X	Community Services
Recreation Services Manager	M271	\$9,101	\$9,556	\$10,034	\$10,536	\$11,062	N/A	A, C	X		Community Services
Recreation Specialist	T052	\$3,053	\$3,206	\$3,366	\$3,534	\$3,711	N/A	A, C		X	Community Services
Recreation Supervisor	S188	\$6,016	\$6,317	\$6,633	\$6,964	\$7,312	N/A	A, C	X		Community Services
Recycling & Program Analyst	G161	\$5,258	\$5,521	\$5,797	\$6,087	\$6,391	N/A	A, C	X		Utilities
Redevelopment Administrator	G231	\$7,455	\$7,828	\$8,219	\$8,630	\$9,062	N/A	A, C	X		Economic Development
Regulatory Compliance Specialist I Flex	G113	\$4,139	\$4,346	\$4,563	\$4,791	\$5,030	N/A	A, C	X		Utilities
Regulatory Compliance Specialist II Flex	G153	\$5,052	\$5,305	\$5,570	\$5,849	\$6,141	N/A	A, C	X		Utilities
Risk Management Analyst	M178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Legal & Risk Management
Risk Management Specialist	M141	\$4,759	\$4,997	\$5,247	\$5,509	\$5,784	N/A	A, C	X		Legal & Risk Management
Risk Management Technician	M122	\$4,329	\$4,545	\$4,772	\$5,011	\$5,261	N/A	A, C	X		Legal & Risk Management
Risk Manager	M243	\$7,915	\$8,311	\$8,726	\$9,162	\$9,621	N/A	A, C	X		Legal & Risk Management
Safety Program Analyst	M178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Human Resources
Safety Program Specialist	M126	\$4,416	\$4,637	\$4,868	\$5,112	\$5,367	N/A	A, C	X		Human Resources
SCADA Engineer	G201	\$6,419	\$6,740	\$7,077	\$7,431	\$7,802	N/A	A, C	X		Utilities
Senior Accounting Technician	G113	\$4,139	\$4,346	\$4,563	\$4,791	\$5,030	N/A	A, C	X		Finance
Senior Administrative Assistant	G114	\$4,159	\$4,367	\$4,586	\$4,815	\$5,056	N/A	A, C	X		VAR
Senior Applications Analyst	G206	\$6,581	\$6,910	\$7,256	\$7,618	\$7,999	N/A	A, C	X		Information Technology
Senior Building Inspector	G178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Planning & Development
Senior Building Permit Technician	G135	\$4,619	\$4,849	\$5,092	\$5,347	\$5,614	N/A	A, C	X		Planning & Development
Senior Code Compliance Inspector	G160	\$5,232	\$5,493	\$5,768	\$6,057	\$6,359	N/A	A, C	X		Planning & Development
Senior Community Services Leader	T052	\$3,053	\$3,206	\$3,366	\$3,534	\$3,711	N/A	A, C		X	Community Services
Senior Customer Care Specialist	G120	\$4,286	\$4,500	\$4,725	\$4,961	\$5,209	N/A	A, C	X		Utilities

City of Corona  
Position Library and Compensation Plan

Position Title	Comp Chart Grade	Monthly Step 1	Monthly Step 2	Monthly Step 3	Monthly Step 4	Monthly Step 5	Monthly Step 6	Footnote	Full Time	Part Time	Dept.
Senior Engineer	S242	\$7,875	\$8,269	\$8,683	\$9,117	\$9,573	N/A	A, C	X		VAR
Senior Engineer-Traffic	S242	\$7,875	\$8,269	\$8,683	\$9,117	\$9,573	N/A	A, C	X		Public Works
Senior Facilities Maintenance Technician	G126	\$4,416	\$4,637	\$4,868	\$5,112	\$5,367	N/A	A, C	X		Community Services
Senior Financial Analyst	M207	\$6,614	\$6,945	\$7,292	\$7,657	\$8,039	N/A	A, C	X		Finance
Senior Fleet Technician	G122	\$4,329	\$4,545	\$4,772	\$5,011	\$5,261	N/A	A, C	X		Public Works
Senior Human Resources Specialist	M152	\$5,027	\$5,279	\$5,543	\$5,820	\$6,111	N/A	A, C	X		Human Resources
Senior Human Resources Analyst	M208	\$6,647	\$6,979	\$7,328	\$7,695	\$8,080	N/A	A, C	X		Human Resources
Senior Intern	T064	\$3,241	\$3,403	\$3,574	\$3,752	\$3,940	N/A	A, C		X	VAR
Senior Librarian	G150	\$4,977	\$5,226	\$5,488	\$5,762	\$6,050	N/A	A, C	X		Community Services
Senior Network Architect	M286	\$9,808	\$10,298	\$10,813	\$11,354	\$11,922	N/A	A, C	X		Information Technology
Senior Office Assistant	G055	\$3,099	\$3,254	\$3,417	\$3,587	\$3,767	N/A	A, C	X		VAR
Senior Paralegal/Claims Manager	M243	\$7,915	\$8,311	\$8,726	\$9,162	\$9,621	N/A	A, C	X		Legal & Risk Management
Senior Parks & Landscape Technician	G131	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	N/A	A, C	X		Community Services
Senior Park Planner	S230	\$7,418	\$7,789	\$8,178	\$8,587	\$9,017	N/A	A, C	X		Community Services
Senior Park Ranger	G099	\$3,859	\$4,052	\$4,255	\$4,468	\$4,691	N/A	A, C	X		Community Services
Senior Planner	S230	\$7,418	\$7,789	\$8,178	\$8,587	\$9,017	N/A	A, C	X		Planning & Development
Senior Public Safety Dispatcher	G170	\$5,499	\$5,774	\$6,063	\$6,366	\$6,685	N/A	A, C	X		Police Department
Senior Public Works Inspector	G178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Planning & Development
Senior Public Works Permit Technician	G140	\$4,735	\$4,972	\$5,221	\$5,482	\$5,756	N/A	A, C	X		Planning & Development
Senior Purchasing Specialist	G164	\$5,337	\$5,604	\$5,884	\$6,179	\$6,488	N/A	A, C	X		Finance
Senior Regulatory Compliance Specialist	G193	\$6,168	\$6,476	\$6,800	\$7,140	\$7,497	N/A	A, C	X		Utilities
Senior Software Architect	M286	\$9,808	\$10,298	\$10,813	\$11,354	\$11,922	N/A	A, C	X		Information Technology
Senior Street Maintenance Worker	G121	\$4,307	\$4,522	\$4,749	\$4,986	\$5,235	N/A	A, C	X		Public Works
Senior Sustainability Specialist	G174	\$5,610	\$5,891	\$6,185	\$6,495	\$6,819	N/A	A, C	X		Utilities
Senior Systems Engineer	G198	\$6,324	\$6,640	\$6,972	\$7,320	\$7,686	N/A	A, C	X		Information Technology
Senior Utility Maintenance Technician	G190	\$6,076	\$6,380	\$6,699	\$7,034	\$7,386	N/A	A, C	X		Utilities
Senior Utility Service Worker	G142	\$4,783	\$5,022	\$5,273	\$5,537	\$5,813	N/A	A, C	X		Utilities
Social Media Specialist	G123	\$4,350	\$4,568	\$4,796	\$5,036	\$5,288	N/A	A, C	X		City Manager's Office
Software Developer	G215	\$6,883	\$7,227	\$7,589	\$7,968	\$8,367	N/A	A, C	X		Information Technology
Storm Water Compliance Specialist	G165	\$5,364	\$5,632	\$5,914	\$6,209	\$6,520	N/A	A, C	X		Public Works
Street Light Maintenance Technician	G125	\$4,394	\$4,614	\$4,844	\$5,086	\$5,341	N/A	A, C	X		Public Works
Street Maintenance Crew Leader	G146	\$4,879	\$5,123	\$5,379	\$5,648	\$5,930	N/A	A, C	X		Public Works
Street Maintenance Worker I Flex	G061	\$3,193	\$3,353	\$3,520	\$3,696	\$3,881	N/A	A, C	X		Public Works
Street Maintenance Worker II Flex	G091	\$3,709	\$3,894	\$4,089	\$4,293	\$4,508	N/A	A, C	X		Public Works
Student Aide	T022	\$2,629	\$2,760	\$2,898	\$3,043	\$3,195	N/A	A, C		X	VAR
Support Services Manager	S247	\$8,074	\$8,478	\$8,902	\$9,347	\$9,814	N/A	A, C	X		VAR
Sustainability Specialist I Flex	G114	\$4,159	\$4,367	\$4,586	\$4,815	\$5,056	N/A	A, C	X		Utilities
Sustainability Specialist II Flex	G154	\$5,078	\$5,332	\$5,598	\$5,878	\$6,172	N/A	A, C	X		Utilities
Systems Administrator	M211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		Information Technology
Systems Engineer	G175	\$5,638	\$5,920	\$6,216	\$6,527	\$6,853	N/A	A, C	X		Information Technology
Technical Intern	T044	\$2,934	\$3,080	\$3,234	\$3,396	\$3,566	N/A	A, C		X	VAR
Traffic Engineering Technician	G132	\$4,550	\$4,777	\$5,016	\$5,267	\$5,531	N/A	A, C	X		Public Works
Traffic Maintenance Technician	G111	\$4,098	\$4,302	\$4,518	\$4,743	\$4,981	N/A	A, C	X		Public Works
Traffic Management Technician I	G150	\$4,977	\$5,226	\$5,488	\$5,762	\$6,050	N/A	A, C	X		Public Works
Traffic Management Technician II	G170	\$5,499	\$5,774	\$6,063	\$6,366	\$6,685	N/A	A, C	X		Public Works
Traffic Signal Coordinator	G194	\$6,199	\$6,509	\$6,834	\$7,176	\$7,535	N/A	A, C	X		Public Works
Traffic Signal Technician	G150	\$4,977	\$5,226	\$5,488	\$5,762	\$6,050	N/A	A, C	X		Public Works
Trails Planner	G189	\$6,046	\$6,348	\$6,666	\$6,999	\$7,349	N/A	A, C	X		Community Services
Transportation Program Manager	M230	\$7,418	\$7,789	\$8,178	\$8,587	\$9,017	N/A	A, C	X		Community Services
Ui/Ux Digital Services Engineer	M206	\$6,581	\$6,910	\$7,256	\$7,618	\$7,999	N/A	A, C	X		Information Technology
Utilities Operations Analyst	M223	\$7,163	\$7,522	\$7,898	\$8,293	\$8,707	N/A	A, C	X		Utilities
Utilities Operations Manager	S281	\$9,566	\$10,045	\$10,547	\$11,074	\$11,628	N/A	A, C	X		Utilities
Utility Billing and Administration Manager	S281	\$9,566	\$10,045	\$10,547	\$11,074	\$11,628	N/A	A, C	X		Utilities
Utility Maintenance Superintendent	S259	\$8,572	\$9,001	\$9,451	\$9,924	\$10,420	N/A	A, C	X		Utilities
Utility Maintenance Technician I Flex	G142	\$4,783	\$5,022	\$5,273	\$5,537	\$5,813	N/A	A, C	X		Utilities
Utility Maintenance Technician II Flex	G167	\$5,418	\$5,689	\$5,973	\$6,272	\$6,585	N/A	A, C	X		Utilities
Utility Service Worker I Flex	G081	\$3,528	\$3,704	\$3,890	\$4,084	\$4,288	N/A	A, C	X		Utilities
Utility Service Worker II Flex	G100	\$3,879	\$4,073	\$4,276	\$4,490	\$4,715	N/A	A, C	X		Utilities
Warehouse Specialist	G064	\$3,241	\$3,403	\$3,574	\$3,752	\$3,940	N/A	A, C	X		Finance
Water Operator I Flex	G124	\$4,372	\$4,591	\$4,820	\$5,061	\$5,314	N/A	A, C	X		Utilities
Water Operator II Flex	G164	\$5,337	\$5,604	\$5,884	\$6,179	\$6,488	N/A	A, C	X		Utilities
Water Operator III Flex	G204	\$6,516	\$6,842	\$7,184	\$7,543	\$7,920	N/A	A, C	X		Utilities
Water Reclamation Operator I Flex	G124	\$4,372	\$4,591	\$4,820	\$5,061	\$5,314	N/A	A, C	X		Utilities
Water Reclamation Operator II Flex	G164	\$5,337	\$5,604	\$5,884	\$6,179	\$6,488	N/A	A, C	X		Utilities
Water Reclamation Operator III Flex	G204	\$6,516	\$6,842	\$7,184	\$7,543	\$7,920	N/A	A, C	X		Utilities
Water Resources Field Representative	G105	\$3,977	\$4,176	\$4,384	\$4,604	\$4,834	N/A	A, C	X		Utilities
Water Safety Instructor	T042	\$2,904	\$3,050	\$3,202	\$3,362	\$3,530	N/A	A, C		X	Community Services
Workers' Compensation Manager	M243	\$7,915	\$8,311	\$8,726	\$9,162	\$9,621	N/A	A, C	X		Legal & Risk Management

A. Corona General Employees Association MOU, Corona Supervisors Association MOU, Management/Confidential Group Employee Resolution and Executive Group Employee Resolution: Effective October 19, 2013, Tier I miscellaneous employees within these associations and groups receive Tier I Longevity Pay equal to 3% over their base pay rate.

City of Corona  
Position Library and Compensation Plan

**B.** Incumbent is approximately 2.7% above the maximum authorized compensation range resulting from a City reorganization of the Public Works Department and the Department of Water and Power effective July 9, 2016. If the position becomes vacant, the replacement will be hired within the authorized compensation range.

---

**C.** Positions can be filled by full time, part time, seasonal and temporary employees at the discretion of the appointing authority.

**D.** CalPERS retirees may be appointed by the City for a limited-time in an extra-help capacity assisting with overflow work so long as the appointment complies with the requirements of Government Code Section 21224.

**E.** Effective the first full pay period following July 1, 2019, one incumbent will be approximately 14% above the maximum authorized compensation range resulting from a decrease of the position's compensation range to be more consistent with the compensation of the position series. Future incumbents will be paid within the authorized compensation range.

**F.** \* Changes to Environmental Compliance Supervisor are effective 03/16/2022.

## **RESOLUTION NO. 2022-119**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, APPROVING THE CITY OF CORONA POSITION LIBRARY AND COMPENSATION PLAN AND REPEALING PRIOR PLANS, INCLUDING RESOLUTION 2022-109**

**WHEREAS**, pursuant to Corona Municipal Code (“CMC”) Sections 2.04.060(F) and 2.40.040(D), the City Manager or his designee is responsible for the preparation and submission to the City Council for its approval a Position Library and Compensation Plan covering all available positions; and

**WHEREAS**, the Position Library and Compensation Plan constitutes a comprehensive list of authorized employment positions for the City, although it is strictly a resource document of available employment positions, as the positions listed therein will not necessarily be budgeted or funded in any given fiscal year; and

**WHEREAS**, any employment position listed in the Position Library and Compensation Plan can be filled with a full time employee, part time employee or seasonal employee, provided the position is included in the department’s budget or is filled by a provisional employee, or with a temporary employee if there are sufficient funds available in the department’s personnel budget; and

**WHEREAS**, the Position Library and Compensation Plan shall also include at least the following for each position: (1) the position title; (2) an authorized compensation range; (3) those departments or divisions authorized to utilize the employment position, subject to adjustment pursuant to the City Manager’s authority under CMC section 2.04.060(B); and (4) other notes applicable to the employment position; and

**WHEREAS**, the Position Library and Compensation Plan has been previously titled or referred to as a “position and classification listing”, a “position classification and salary listing”, a “classification library” or other similar names; and

**WHEREAS**, on September 7, 2022 the City Council adopted the current version of the document by Resolution 2022-109; and

**WHEREAS**, the adoption of this Resolution will make the following revisions:  
(1) update all compensation ranges and position titles per Resolution 2022-119 effective December 7, 2022 and (3) Repeal Resolution No. 2022-109.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Corona, California as follows:

**SECTION 1:** The City Council hereby adopts the Position Library and

Compensation Plan attached hereto as Exhibit “A” and incorporated herein by this reference.

**SECTION 2:** City Council hereby rescinds, repeals, vacates and sets aside in its entirety Resolution 2022-109, as well as other previously adopted documents titled as a position and classification listing, a position classification and salary listing, a classification library or other similar names.

**SECTION 3:** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 7<sup>h</sup> day of December, 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 7<sup>th</sup> day of December, 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 7<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
City Clerk of the City of Corona, California

[SEAL]

**EXHIBIT “A”**  
**POSITION LIBRARY AND COMPENSATION PLAN**

[SEE ATTACHED SIX (6) PAGES]

City of Corona  
Position Library and Compensation Plan

**City Council Revision Date: December 7, 2022 (Effective December 31, 2022)**

**City Council Original Adoption Date: December 19, 2012**

This is strictly a resource document of available employment positions for the City. The positions listed herein are not necessarily funded.

For current full time budgeted positions, please refer to the "Full Time Employee Budgeted Positions List".

Position Title	Comp Chart Grade	Monthly Step 1	Monthly Step 2	Monthly Step 3	Monthly Step 4	Monthly Step 5	Monthly Step 6	Footnote	Full Time	Part Time	Dept.
40-Hour Battalion Chief	F333	\$13,080	\$13,734	\$14,420	\$15,141	\$15,898	N/A	C	X		Fire Department
40-Hour Fire Captain	F285	\$10,295	\$10,810	\$11,350	\$11,918	\$12,514	N/A	C	X		Fire Department
40-Hour Fire Engineer	F243	\$7,952	\$8,349	\$8,767	\$9,205	\$9,665	\$10,149	C	X		Fire Department
40-Hour Firefighter	F218	\$7,020	\$7,371	\$7,739	\$8,126	\$8,532	\$8,959	C	X		Fire Department
40-Hour Firefighter/Paramedic	F243	\$7,952	\$8,349	\$8,767	\$9,205	\$9,665	\$10,149	C	X		Fire Department
Accounting/Grants Specialist	G123	\$4,350	\$4,568	\$4,796	\$5,036	\$5,288	N/A	A, C	X		VAR
Accounting Assistant	G039	\$2,861	\$3,004	\$3,155	\$3,312	\$3,478	N/A	A, C	X	X	Finance
Accounting Manager	M268	\$8,966	\$9,414	\$9,885	\$10,379	\$10,898	N/A	A, C	X		Finance
Accounting Supervisor	M222	\$7,128	\$7,484	\$7,858	\$8,251	\$8,664	N/A	A, C	X		Finance
Accounting Technician I Flex	G068	\$3,307	\$3,472	\$3,646	\$3,828	\$4,019	N/A	A, C	X		Finance
Accounting Technician II Flex	G088	\$3,653	\$3,836	\$4,028	\$4,229	\$4,441	N/A	A, C	X		Finance
Administrative Assistant	G094	\$3,764	\$3,953	\$4,150	\$4,358	\$4,576	N/A	A, C	X		VAR
Administrative Program Analyst	M176	\$5,667	\$5,950	\$6,247	\$6,560	\$6,888	N/A	A, C	X		Public Works
Administrative Services Manager IV	M315	\$11,334	\$11,901	\$12,496	\$13,121	\$13,777	N/A	A, C	X		VAR
Administrative Supervisor	M157	\$5,154	\$5,412	\$5,682	\$5,967	\$6,265	N/A	A, C	X		VAR
Animal Care Attendant	T028	\$2,709	\$2,844	\$2,986	\$3,135	\$3,292	N/A	A, C		X	Police Department
Animal Care Technician	G072	\$3,373	\$3,542	\$3,719	\$3,905	\$4,100	N/A	A, C	X		Police Department
Animal Control Officer	G096	\$3,802	\$3,992	\$4,192	\$4,401	\$4,622	N/A	A, C	X		Police Department
Animal Control Supervisor	S170	\$5,499	\$5,774	\$6,063	\$6,366	\$6,685	N/A	A, C	X		Police Department
Applications Analyst	G175	\$5,638	\$5,920	\$6,216	\$6,527	\$6,853	N/A	A, C	X		Information Technology
Aquatics Manager	T089	\$3,672	\$3,855	\$4,048	\$4,250	\$4,463	N/A	A, C		X	Community Services
Asset Management Coordinator	M202	\$6,451	\$6,774	\$7,112	\$7,468	\$7,841	N/A	A, C	X		Public Works
Assistant City Attorney/Assistant Legal & Risk Management Director	E384	\$15,990	\$16,790	\$17,629	\$18,511	\$19,436	N/A	A, C	X		Legal & Risk Management
Assistant City Manager	E389	\$16,394	\$17,214	\$18,074	\$18,978	\$19,927	N/A	A, C	X		City Manager's Office
Assistant Director of Utilities	M327	\$12,033	\$12,635	\$13,267	\$13,930	\$14,627	N/A	A, C	X		Utilities
Assistant Director, City Librarian	M315	\$11,334	\$11,901	\$12,496	\$13,121	\$13,777	N/A	A, C	X		Community Services
Assistant Engineer	G194	\$6,199	\$6,509	\$6,834	\$7,176	\$7,535	N/A	A, C	X		VAR
Assistant Engineer - Traffic	G194	\$6,199	\$6,509	\$6,834	\$7,176	\$7,535	N/A	A, C	X		Public Works
Assistant Planner	G164	\$5,337	\$5,604	\$5,884	\$6,179	\$6,488	N/A	A, C	X		Planning & Development
Assistant Recreation Coordinator	T079	\$3,493	\$3,668	\$3,851	\$4,044	\$4,246	N/A	A, C		X	Community Services
Assistant to the Chief of Police	M121	\$4,307	\$4,522	\$4,749	\$4,986	\$5,235	N/A	A, C	X		Police Department
Assistant to the City Manager	M260	\$8,615	\$9,046	\$9,498	\$9,973	\$10,472	N/A	A, C	X		City Manager's Office
Assistant to the Fire Chief	M121	\$4,307	\$4,522	\$4,749	\$4,986	\$5,235	N/A	A, C	X		Fire Department
Associate Engineer	G211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		VAR
Associate Engineer - Traffic	G211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		Public Works
Associate Engineer - Transportation	G211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		Public Works
Associate Planner	G189	\$6,046	\$6,348	\$6,666	\$6,999	\$7,349	N/A	A, C	X		Planning & Development
Background Investigator	M119	\$4,264	\$4,478	\$4,701	\$4,936	\$5,183	N/A	A, C	X	X	Police Department
Battalion Chief	F303	\$11,262	\$11,825	\$12,416	\$13,037	\$13,689	N/A	C	X		Fire Department
Broadcast Operator	T094	\$3,764	\$3,953	\$4,150	\$4,358	\$4,576	N/A	A, C		X	City Manager's Office
Broadcast Specialist	M132	\$4,550	\$4,777	\$5,016	\$5,267	\$5,531	N/A	A, C	X		City Manager's Office
Budget Manager	M268	\$8,966	\$9,414	\$9,885	\$10,379	\$10,898	N/A	A, C	X		Finance
Building Inspection Supervisor	S231	\$7,455	\$7,828	\$8,219	\$8,630	\$9,062	N/A	A, C	X		Planning & Development
Building Inspector I Flex	G123	\$4,350	\$4,568	\$4,796	\$5,036	\$5,288	N/A	A, C	X		Planning & Development
Building Inspector II Flex	G141	\$4,759	\$4,997	\$5,247	\$5,509	\$5,784	N/A	A, C	X		Planning & Development
Building Maintenance Technician	T062	\$3,209	\$3,370	\$3,538	\$3,715	\$3,901	N/A	A, C		X	VAR
Building Official	S283	\$9,662	\$10,145	\$10,653	\$11,185	\$11,745	N/A	A, C	X		Planning & Development
Building Permit Technician I Flex	G090	\$3,690	\$3,875	\$4,068	\$4,272	\$4,485	N/A	A, C	X		Planning & Development
Building Permit Technician II Flex	G110	\$4,077	\$4,281	\$4,495	\$4,720	\$4,956	N/A	A, C	X		Planning & Development
Business Supervisor	S219	\$7,022	\$7,373	\$7,742	\$8,129	\$8,535	N/A	A, C	X		VAR
Chief Communications Officer	M270	\$9,056	\$9,509	\$9,984	\$10,483	\$11,007	N/A	A, C	X		City Manager's Office
Chief Deputy City Attorney	E343	\$13,033	\$13,685	\$14,369	\$15,087	\$15,842	N/A	A, C	X		Legal & Risk Management
Chief Distribution Operator	S272	\$9,147	\$9,604	\$10,084	\$10,588	\$11,118	N/A	A, C	X		Utilities
Chief Information Officer	E354	\$13,768	\$14,457	\$15,179	\$15,938	\$16,735	N/A	A, C	X		Information Technology
Chief of Police	E381	\$15,753	\$16,540	\$17,367	\$18,236	\$19,148	N/A	C	X		Police Department
Chief Reclamation Operator	S272	\$9,147	\$9,604	\$10,084	\$10,588	\$11,118	N/A	A, C	X		Utilities
Chief Talent Officer	E331	\$12,276	\$12,890	\$13,534	\$14,211	\$14,921	N/A	A, C	X		Human Resources
Chief Water Operator	S272	\$9,147	\$9,604	\$10,084	\$10,588	\$11,118	N/A	A, C	X		Utilities
CIP Engineer	G211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		Public Works
CIP Manager/Assistant City Engineer	M323	\$11,796	\$12,386	\$13,005	\$13,655	\$14,338	N/A	A, C	X		Public Works
CIP Project Manager	G267	\$8,921	\$9,367	\$9,836	\$10,327	\$10,844	N/A	A, C	X		Public Works
CIP Supervisor	S283	\$9,662	\$10,145	\$10,653	\$11,185	\$11,745	N/A	A, C	X		Public Works
City Attorney/Legal & Risk Management Director	E412	\$18,387	\$19,306	\$20,271	\$21,285	\$22,349	N/A	C	X		Legal & Risk Management
City Clerk	M263	\$8,745	\$9,182	\$9,641	\$10,123	\$10,630	N/A	A, C	X		City Manager's Office
City Clerk Services Specialist	M119	\$4,264	\$4,478	\$4,701	\$4,936	\$5,183	N/A	A, C	X		City Manager's Office

City of Corona  
Position Library and Compensation Plan

Position Title	Comp Chart Grade	Monthly Step 1	Monthly Step 2	Monthly Step 3	Monthly Step 4	Monthly Step 5	Monthly Step 6	Footnote	Full Time	Part Time	Dept.
City Clerk Services Technician	M055	\$3,099	\$3,254	\$3,417	\$3,587	\$3,767	N/A	A, C	X		City Manager's Office
City Council	Flat	\$800	N/A	N/A	N/A	N/A	N/A		X		Elected
City Management Fellow	T064	\$3,241	\$3,403	\$3,574	\$3,752	\$3,940	N/A	A, C		X	City Manager's Office
City Manager	Flat	\$24,694	N/A	N/A	N/A	N/A	N/A	C	X		City Manager's Office
City Traffic Engineer	S265	\$8,833	\$9,274	\$9,738	\$10,225	\$10,736	N/A	A,C	X		Public Works
City Treasurer	Flat	\$200	N/A	N/A	N/A	N/A	N/A			X	Elected
Code Compliance Inspector I Flex	G115	\$4,180	\$4,389	\$4,609	\$4,839	\$5,081	N/A	A, C	X		Planning & Development
Code Compliance Inspector II Flex	G135	\$4,619	\$4,849	\$5,092	\$5,347	\$5,614	N/A	A, C	X		Planning & Development
Code Compliance Supervisor	S184	\$5,897	\$6,192	\$6,502	\$6,827	\$7,168	N/A	A, C	X		Planning & Development
Code Compliance Technician	G105	\$3,977	\$4,176	\$4,384	\$4,604	\$4,834	N/A	A, C	X		Planning & Development
Combination Plans Examiner	G211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		Planning & Development
Communications Coordinator	M183	\$5,868	\$6,161	\$6,469	\$6,793	\$7,132	N/A	A, C	X		City Manager's Office
Community Assistance Manager	S259	\$8,572	\$9,001	\$9,451	\$9,924	\$10,420	N/A	A, C	X		Community Services
Community Services Director	E349	\$13,429	\$14,100	\$14,805	\$15,546	\$16,323	N/A	A, C	X		Community Services
Community Services Leader	T037	\$2,833	\$2,975	\$3,123	\$3,279	\$3,443	N/A	A, C		X	Community Services
Community Services Officer I Flex	G063	\$3,225	\$3,386	\$3,556	\$3,734	\$3,920	N/A	A, C	X		Police Department
Community Services Officer II Flex	G088	\$3,653	\$3,836	\$4,028	\$4,229	\$4,441	N/A	A, C	X		Police Department
Community Services Program Coordinator	G158	\$5,180	\$5,439	\$5,711	\$5,996	\$6,296	N/A	A, C	X		VAR
Construction Superintendent	S259	\$8,572	\$9,001	\$9,451	\$9,924	\$10,420	N/A	A, C	X		VAR
Crime & Intelligence Analyst	G164	\$5,337	\$5,604	\$5,884	\$6,179	\$6,488	N/A	A, C	X		Police Department
Crime Prevention Assistant	T054	\$3,084	\$3,238	\$3,400	\$3,570	\$3,748	N/A	A, C		X	Police Department
Crime Prevention Specialist	G112	\$4,118	\$4,324	\$4,540	\$4,767	\$5,005	N/A	A, C	X		Police Department
Customer Care Assistant I	T050	\$3,023	\$3,174	\$3,332	\$3,499	\$3,674	N/A	A, C		X	Utilities
Customer Care Specialist I Flex	G050	\$3,023	\$3,174	\$3,332	\$3,499	\$3,674	N/A	A, C	X		VAR
Customer Care Specialist II Flex	G085	\$3,599	\$3,779	\$3,968	\$4,166	\$4,375	N/A	A, C	X		VAR
Customer Care Supervisor	S219	\$7,022	\$7,373	\$7,742	\$8,129	\$8,535	N/A	A, C	X		Utilities
Data Entry Clerk	T036	\$2,819	\$2,960	\$3,108	\$3,263	\$3,426	N/A	A, C		X	Finance
Data Scientist	M245	\$7,994	\$8,394	\$8,814	\$9,254	\$9,717	N/A	A, C	X		Information Technology
Deputy Building Official/Plan Check Manager	S254	\$8,361	\$8,779	\$9,218	\$9,679	\$10,163	N/A	A, C	X		Planning & Development
Deputy Chief Information Officer	M331	\$12,276	\$12,890	\$13,534	\$14,211	\$14,921	N/A	A, C	X		Information Technology
Deputy Chief Operator - Water	S247	\$8,074	\$8,478	\$8,902	\$9,347	\$9,814	N/A	A, C	X		Utilities
Deputy Chief Operator - Water Reclamation	S247	\$8,074	\$8,478	\$8,902	\$9,347	\$9,814	N/A	A, C	X		Utilities
Deputy City Attorney II (Litigation)	M312	\$11,166	\$11,724	\$12,311	\$12,926	\$13,572	N/A	A, C	X		Legal & Risk Management
Deputy City Clerk	M172	\$5,555	\$5,832	\$6,124	\$6,430	\$6,752	N/A	A, C	X		City Manager's Office
Deputy Fire Chief	F343	\$13,749	\$14,436	\$15,158	\$15,916	\$16,712	N/A	C	X		Fire Department
Deputy Fire Marshal	F200	\$6,738	\$7,075	\$7,428	\$7,800	\$8,190	N/A	C	X		Fire Department
Development Services Manager	S283	\$9,662	\$10,145	\$10,653	\$11,185	\$11,745	N/A	A, C	X		Planning & Development
Digital Journalist	M153	\$5,052	\$5,305	\$5,570	\$5,849	\$6,141	N/A	A, C	X		City Manager's Office
Digital Media Specialist	G123	\$4,350	\$4,568	\$4,796	\$5,036	\$5,288	N/A	A, C	X		City Manager's Office
Director of Utilities	E371	\$14,986	\$15,736	\$16,522	\$17,349	\$18,216	N/A	A, C	X		Utilities
Division Chief	F289	\$10,502	\$11,028	\$11,579	\$12,158	\$12,766	N/A	C	X		Fire Department
Economic Development Administrator	M231	\$7,455	\$7,828	\$8,219	\$8,630	\$9,062	N/A	A, C	X		Economic Development
Economic Development Assistant	G038	\$2,847	\$2,989	\$3,139	\$3,296	\$3,461	N/A	A, C	X		Economic Development
Economic Development Coordinator	M187	\$5,986	\$6,285	\$6,600	\$6,930	\$7,276	N/A	A, C	X		Economic Development
Economic Development Director	E331	\$12,276	\$12,890	\$13,534	\$14,211	\$14,921	N/A	A, C	X		Economic Development
Electric Utility Analyst	G193	\$6,168	\$6,476	\$6,800	\$7,140	\$7,497	N/A	A, C	X		Utilities
Electric Utility Manager	M281	\$9,566	\$10,045	\$10,547	\$11,074	\$11,628	N/A	A, C	X		Utilities
Emergency Services Assistant	G100	\$3,879	\$4,073	\$4,276	\$4,490	\$4,715	N/A	A, C	X		Fire Department
Emergency Services Coordinator	S204	\$6,516	\$6,842	\$7,184	\$7,543	\$7,920	N/A	C	X		Fire Department
Emergency Services Manager	M244	\$7,954	\$8,352	\$8,770	\$9,208	\$9,669	N/A	C	X		Fire Department
Engineering Assistant	T044	\$2,934	\$3,080	\$3,234	\$3,396	\$3,566	N/A	A, C		X	VAR
Engineering Intern	T044	\$2,934	\$3,080	\$3,234	\$3,396	\$3,566	N/A	A, C		X	VAR
Engineering Technician	G132	\$4,550	\$4,777	\$5,016	\$5,267	\$5,531	N/A	A, C	X		VAR
Environmental Compliance Coordinator	G173	\$5,582	\$5,861	\$6,155	\$6,462	\$6,785	N/A	A, B, C	X		Public Works
Environmental Compliance Supervisor*	S198	\$6,324	\$6,640	\$6,972	\$7,320	\$7,686	N/A	A, C	X		Public Works
Executive Assistant	M142	\$4,783	\$5,022	\$5,273	\$5,537	\$5,813	N/A	A, C	X		VAR
Facilities Maintenance Technician I Flex	G087	\$3,635	\$3,817	\$4,008	\$4,208	\$4,419	N/A	A, C	X		Community Services
Facilities Maintenance Technician II Flex	G102	\$3,918	\$4,114	\$4,319	\$4,535	\$4,762	N/A	A, C	X		Community Services
Facilities, Parks, & Trails Manager	M261	\$8,658	\$9,091	\$9,546	\$10,023	\$10,524	N/A	A, C	X		Community Services
Finance Director	E346	\$13,230	\$13,891	\$14,586	\$15,315	\$16,081	N/A	A, C	X		Finance
Financial Analyst I	M167	\$5,418	\$5,689	\$5,973	\$6,272	\$6,585	N/A	A, C	X		Finance
Financial Analyst II	M184	\$5,897	\$6,192	\$6,502	\$6,827	\$7,168	N/A	A, C	X		Finance
Fire Cadet	T039	\$2,861	\$3,004	\$3,155	\$3,312	\$3,478	N/A	A, C		X	Fire Department
Fire Captain	F255	\$8,864	\$9,308	\$9,773	\$10,262	\$10,775	N/A	C	X		Fire Department
Fire Chief	E381	\$15,753	\$16,540	\$17,367	\$18,236	\$19,148	N/A	C	X		Fire Department
Fire Engineer	F213	\$6,847	\$7,189	\$7,548	\$7,926	\$8,322	\$8,738	C	X		Fire Department
Fire Inspector I	F150	\$5,251	\$5,513	\$5,789	\$6,078	\$6,382	N/A	C	X	X	Fire Department
Fire Inspector II	F190	\$6,410	\$6,730	\$7,067	\$7,420	\$7,791	N/A	C	X	X	Fire Department
Fire Marshal	F271	\$9,601	\$10,081	\$10,585	\$11,114	\$11,670	N/A	C	X		Fire Department
Fire Prevention Assistant	T027	\$2,695	\$2,830	\$2,971	\$3,120	\$3,276	N/A	A, C	X		Fire Department
Firefighter	F188	\$6,044	\$6,346	\$6,664	\$6,997	\$7,347	\$7,714	C	X		Fire Department
Firefighter Trainee	F178	\$5,750	\$6,038	\$6,339	\$6,656	\$6,989	\$7,339	C	X		Fire Department
Firefighter/Paramedic	F213	\$6,847	\$7,189	\$7,548	\$7,926	\$8,322	\$8,738	C	X		Fire Department
Firefighter/Paramedic Trainee	F178	\$5,750	\$6,038	\$6,339	\$6,656	\$6,989	\$7,339	C	X		Fire Department

City of Corona  
Position Library and Compensation Plan

Position Title	Comp Chart Grade	Monthly Step 1	Monthly Step 2	Monthly Step 3	Monthly Step 4	Monthly Step 5	Monthly Step 6	Footnote	Full Time	Part Time	Dept.
Fleet Administrator	G114	\$4,159	\$4,367	\$4,586	\$4,815	\$5,056	N/A	A, C	X		Public Works
Fleet Manager	M248	\$8,115	\$8,520	\$8,946	\$9,394	\$9,863	N/A	A, C	X		Public Works
Fleet Superintendent	S204	\$6,516	\$6,842	\$7,184	\$7,543	\$7,920	N/A	A, C	X		Public Works
Fleet Technician I Flex	G052	\$3,053	\$3,206	\$3,366	\$3,534	\$3,711	N/A	A, C	X		Public Works
Fleet Technician II Flex	G087	\$3,635	\$3,817	\$4,008	\$4,208	\$4,419	N/A	A, C	X		Public Works
Forensic Specialist I Flex	G119	\$4,264	\$4,478	\$4,701	\$4,936	\$5,183	N/A	A, C	X		Police Department
Forensic Specialist II Flex	G141	\$4,759	\$4,997	\$5,247	\$5,509	\$5,784	N/A	A, C	X		Police Department
GIS Administrator	M199	\$6,355	\$6,673	\$7,007	\$7,357	\$7,725	N/A	A, C	X		Information Technology
GIS Analyst	G176	\$5,667	\$5,950	\$6,247	\$6,560	\$6,888	N/A	A, C	X	X	Information Technology
GIS Data Analyst	M208	\$6,647	\$6,979	\$7,328	\$7,695	\$8,080	N/A	A, C	X		Information Technology
Grant Administrator	M193	\$6,168	\$6,476	\$6,800	\$7,140	\$7,497	N/A	A,C	X		VAR
Help Desk I	G058	\$3,146	\$3,303	\$3,468	\$3,642	\$3,824	N/A	A, C		X	Information Technology
Help Desk II	G080	\$3,511	\$3,686	\$3,870	\$4,064	\$4,267	N/A	A, C	X	X	Information Technology
Help Desk III	G106	\$3,997	\$4,196	\$4,406	\$4,627	\$4,858	N/A	A, C	X	X	Information Technology
Help Desk Manager	M189	\$6,046	\$6,348	\$6,666	\$6,999	\$7,349	N/A	A, C	X		Information Technology
Homeless Solutions Manager	M255	\$8,403	\$8,823	\$9,264	\$9,728	\$10,214	N/A	A, C	X		VAR
Human Resources Administrative Assistant	M094	\$3,764	\$3,953	\$4,150	\$4,358	\$4,576	N/A	A, C	X		Human Resources
Human Resources Analyst	M178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Human Resources
Human Resources Assistant	M038	\$2,847	\$2,989	\$3,139	\$3,296	\$3,461	N/A	A, C	X		Human Resources
Human Resources Manager	M275	\$9,284	\$9,749	\$10,236	\$10,748	\$11,285	N/A	A, C	X		Human Resources
Human Resources Specialist	M122	\$4,329	\$4,545	\$4,772	\$5,011	\$5,261	N/A	A, C	X		Human Resources
Human Resources Supervisor	M244	\$7,954	\$8,352	\$8,770	\$9,208	\$9,669	N/A	A, C	X		Human Resources
Intern I	T034	\$2,791	\$2,930	\$3,077	\$3,231	\$3,392	N/A	A, C		X	VAR
Intern II	T044	\$2,934	\$3,080	\$3,234	\$3,396	\$3,566	N/A	A, C		X	VAR
Jailer	G114	\$4,159	\$4,367	\$4,586	\$4,815	\$5,056	N/A	A, C	X		Police Department
Janitor	T034	\$2,791	\$2,930	\$3,077	\$3,231	\$3,392	N/A	A, C		X	VAR
Junior Network Analyst	G163	\$5,311	\$5,576	\$5,855	\$6,148	\$6,455	N/A	A, C	X		Information Technology
Lead Customer Care Specialist	G173	\$5,582	\$5,861	\$6,155	\$6,462	\$6,785	N/A	A, C	X		Utilities
Lead Facilities Maintenance Technician	G156	\$5,129	\$5,385	\$5,654	\$5,937	\$6,234	N/A	A, C	X		Community Services
Lead Fleet Technician	G146	\$4,879	\$5,123	\$5,379	\$5,648	\$5,930	N/A	A, C	X		Public Works
Lead Parks & Landscape Technician	G161	\$5,258	\$5,521	\$5,797	\$6,087	\$6,391	N/A	A, C	X		Community Services
Lead Purchasing Specialist	G179	\$5,752	\$6,040	\$6,341	\$6,659	\$6,991	N/A	A, C, E	X		Finance
Lead Utility Maintenance Technician	G210	\$6,714	\$7,049	\$7,402	\$7,772	\$8,161	N/A	A, C	X		Utilities
Lead Utility Service Worker	G182	\$5,839	\$6,131	\$6,437	\$6,759	\$7,097	N/A	A, C	X		Utilities
Lead Warehouse Specialist	G084	\$3,581	\$3,760	\$3,948	\$4,146	\$4,353	N/A	A, C	X		Finance
Lead Water Operator	G216	\$6,918	\$7,264	\$7,627	\$8,008	\$8,408	N/A	A, C	X		Utilities
Lead Water Reclamation Operator	G216	\$6,918	\$7,264	\$7,627	\$8,008	\$8,408	N/A	A, C	X		Utilities
Librarian I Flex	G114	\$4,159	\$4,367	\$4,586	\$4,815	\$5,056	N/A	A, C	X		Community Services
Librarian II Flex	G133	\$4,573	\$4,801	\$5,041	\$5,293	\$5,558	N/A	A, C	X		Community Services
Library Acquisitions Technician	G061	\$3,193	\$3,353	\$3,520	\$3,696	\$3,881	N/A	A, C		X	Community Services
Library Assistant	T056	\$3,114	\$3,270	\$3,434	\$3,605	\$3,786	N/A	A, C	X	X	Community Services
Library Manager	M271	\$9,101	\$9,556	\$10,034	\$10,536	\$11,062	N/A	A, C	X		Community Services
Library Specialist I Flex	G058	\$3,146	\$3,303	\$3,468	\$3,642	\$3,824	N/A	A, C	X		Community Services
Library Specialist II Flex	G075	\$3,424	\$3,595	\$3,775	\$3,964	\$4,162	N/A	A, C	X		Community Services
Library Supervisor	S183	\$5,868	\$6,161	\$6,469	\$6,793	\$7,132	N/A	A, C	X		Community Services
Lifeguard	T032	\$2,763	\$2,901	\$3,046	\$3,199	\$3,359	N/A	A, C		X	Community Services
Literacy Assistant	T027	\$2,695	\$2,830	\$2,971	\$3,120	\$3,276	N/A	A, C		X	Community Services
Maintenance Manager	S281	\$9,566	\$10,045	\$10,547	\$11,074	\$11,628	N/A	A, C	X		VAR
Maintenance Planner	G190	\$6,076	\$6,380	\$6,699	\$7,034	\$7,386	N/A	A, C	X		VAR
Maintenance Supervisor	S227	\$7,308	\$7,673	\$8,057	\$8,460	\$8,883	N/A	A, C	X		VAR
Management Administrative Assistant I	M096	\$3,802	\$3,992	\$4,192	\$4,401	\$4,622	N/A	A, C	X		City Manger's Office
Management Administrative Assistant II	M114	\$4,159	\$4,367	\$4,586	\$4,815	\$5,056	N/A	A, C	X		City Manger's Office
Management Analyst I	M161	\$5,258	\$5,521	\$5,797	\$6,087	\$6,391	N/A	A, C	X	X	VAR
Management Analyst II	M193	\$6,168	\$6,476	\$6,800	\$7,140	\$7,497	N/A	A, C	X		VAR
Management Intern	T027	\$2,695	\$2,830	\$2,971	\$3,120	\$3,276	N/A	A, C		X	VAR
Network Analyst	G198	\$6,324	\$6,640	\$6,972	\$7,320	\$7,686	N/A	A, C	X		Information Technology
Nurse Educator	T260	\$8,615	\$9,046	\$9,498	\$9,973	\$10,472	N/A	A, C		X	Fire Department
Occupational Health & Safety Manager	M248	\$8,115	\$8,520	\$8,946	\$9,394	\$9,863	N/A	A, C	X		Human Resources
Office Assistant	G038	\$2,847	\$2,989	\$3,139	\$3,296	\$3,461	N/A	A, C	X	X	VAR
Office Worker	T034	\$2,791	\$2,930	\$3,077	\$3,231	\$3,392	N/A	A, C		X	VAR
Operations Manager	M281	\$9,566	\$10,045	\$10,547	\$11,074	\$11,628	N/A	A, C	X		Utilities
Organizational Training & Development Officer	M208	\$6,647	\$6,979	\$7,328	\$7,695	\$8,080	N/A	A, C	X		Human Resources
Paralegal I Flex	G132	\$4,550	\$4,777	\$5,016	\$5,267	\$5,531	N/A	A, C	X		Legal & Risk Management
Paralegal II Flex	G152	\$5,027	\$5,279	\$5,543	\$5,820	\$6,111	N/A	A, C	X		Legal & Risk Management
Paralegal III Flex	G172	\$5,555	\$5,832	\$6,124	\$6,430	\$6,752	N/A	A, C	X		Legal & Risk Management
Parks & Landscape Technician I Flex	G069	\$3,323	\$3,489	\$3,664	\$3,847	\$4,039	N/A	A, C	X		Community Services
Parks & Landscape Technician II Flex	G099	\$3,859	\$4,052	\$4,255	\$4,468	\$4,691	N/A	A, C	X		Community Services
Park Maintenance Assistant	T062	\$3,209	\$3,370	\$3,538	\$3,715	\$3,901	N/A	A, C		X	Community Services
Park Planner	G189	\$6,046	\$6,348	\$6,666	\$6,999	\$7,349	N/A	A, C	X		Community Services
Park Ranger	G046	\$2,963	\$3,111	\$3,267	\$3,430	\$3,602	N/A	A, C	X	X	Community Services
Park Ranger Supervisor	S188	\$6,016	\$6,317	\$6,633	\$6,964	\$7,312	N/A	A, C	X		Community Services
Parking Enforcement Officer	T037	\$2,833	\$2,975	\$3,123	\$3,279	\$3,443	N/A	A, C		X	Police Department
Parks Supervisor	S222	\$7,128	\$7,484	\$7,858	\$8,251	\$8,664	N/A	A, C	X		Community Services
Patron Services Assistant	T033	\$2,777	\$2,916	\$3,062	\$3,215	\$3,375	N/A	A, C		X	Community Services

City of Corona  
Position Library and Compensation Plan

Position Title	Comp Chart Grade	Monthly Step 1	Monthly Step 2	Monthly Step 3	Monthly Step 4	Monthly Step 5	Monthly Step 6	Footnote	Full Time	Part Time	Dept.
Payroll Analyst	M178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Finance
Payroll Technician I	M112	\$4,118	\$4,324	\$4,540	\$4,767	\$5,005	N/A	A, C	X		Finance
Payroll Technician II	M130	\$4,505	\$4,730	\$4,967	\$5,215	\$5,476	N/A	A, C	X		Finance
Plan Check Engineer	G211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		Planning & Development
Plan Check Manager	S254	\$8,361	\$8,779	\$9,218	\$9,679	\$10,163	N/A	A, C	X		Planning & Development
Plan Checker	G189	\$6,046	\$6,348	\$6,666	\$6,999	\$7,349	N/A	A, C	X		Planning & Development
Planning & Development Director	E354	\$13,768	\$14,457	\$15,179	\$15,938	\$16,735	N/A	A, C	X		Planning & Development
Planning Manager	S283	\$9,662	\$10,145	\$10,653	\$11,185	\$11,745	N/A	A, C	X		Planning & Development
Planning Technician	G117	\$4,222	\$4,433	\$4,655	\$4,887	\$5,132	N/A	A, C	X		Planning & Development
Police Cadet	T039	\$2,861	\$3,004	\$3,155	\$3,312	\$3,478	N/A	A, C		X	Police Department
Police Captain	P349	\$13,204	\$13,864	\$14,557	\$15,285	\$16,049	\$16,852	C	X		Police Department
Police Corporal	P226	\$7,150	\$7,507	\$7,882	\$8,276	\$8,690	\$9,125	C	X		Police Department
Police Department General Assistant	T034	\$2,791	\$2,930	\$3,077	\$3,231	\$3,392	N/A	A, C		X	Police Department
Police Detective	P231	\$7,330	\$7,697	\$8,081	\$8,485	\$8,910	\$9,355	C	X		Police Department
Police Lieutenant	P317	\$11,256	\$11,819	\$12,410	\$13,030	\$13,682	\$14,366	C	X		Police Department
Police Officer	P216	\$6,802	\$7,142	\$7,499	\$7,874	\$8,267	\$8,681	C	X		Police Department
Police Program Coordinator	G130	\$4,505	\$4,730	\$4,967	\$5,215	\$5,476	N/A	A, C	X		Police Department
Police Records Supervisor	S173	\$5,582	\$5,861	\$6,155	\$6,462	\$6,785	N/A	A, C	X		Police Department
Police Records Technician I Flex	G049	\$3,008	\$3,158	\$3,316	\$3,482	\$3,656	N/A	A, C	X		Police Department
Police Records Technician II Flex	G069	\$3,323	\$3,489	\$3,664	\$3,847	\$4,039	N/A	A, C	X		Police Department
Police Sergeant	P277	\$9,220	\$9,681	\$10,165	\$10,674	\$11,207	\$11,768	C	X		Police Department
Police Officer Trainee	Flat	\$5,288	N/A	N/A	N/A	N/A	N/A	A, C	X		Police Department
Pool Manager	T057	\$3,130	\$3,287	\$3,451	\$3,623	\$3,805	N/A	A, C		X	Community Services
Prevention Permit Technician	G080	\$3,511	\$3,686	\$3,870	\$4,064	\$4,267	N/A	A, C	X		Fire Department
Principal Civil Engineer	S273	\$9,192	\$9,652	\$10,134	\$10,641	\$11,173	N/A	A, C	X		Public Works
Principal Engineer	S273	\$9,192	\$9,652	\$10,134	\$10,641	\$11,173	N/A	A, C	X		VAR
Professional/Graduate Student Intern	T065	\$3,257	\$3,420	\$3,591	\$3,771	\$3,959	N/A	A, C		X	VAR
Property & Evidence Technician	G082	\$3,546	\$3,723	\$3,909	\$4,105	\$4,310	N/A	A, C	X		Police Department
Public Information Officer	M219	\$7,022	\$7,373	\$7,742	\$8,129	\$8,535	N/A	A, C	X		City Manager's Office
Public Safety Communications Manager	S240	\$7,797	\$8,187	\$8,596	\$9,026	\$9,478	N/A	A, C	X		Police Department
Public Safety Dispatch Call Taker	G098	\$3,840	\$4,032	\$4,234	\$4,446	\$4,668	N/A	A, C	X	X	Police Department
Public Safety Dispatch Supervisor	S207	\$6,614	\$6,945	\$7,292	\$7,657	\$8,039	N/A	A, C	X		Police Department
Public Safety Dispatcher I Flex	G134	\$4,596	\$4,825	\$5,067	\$5,320	\$5,586	N/A	A, C	X	X	Police Department
Public Safety Dispatcher II Flex	G155	\$5,103	\$5,358	\$5,626	\$5,907	\$6,203	N/A	A, C	X	X	Police Department
Public Safety Emergency Communications Support Specialist	G178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Information Technology
Public Safety Technical Support Engineer	G198	\$6,324	\$6,640	\$6,972	\$7,320	\$7,686	N/A	A, C	X		Information Technology
Public Works Director	E354	\$13,768	\$14,457	\$15,179	\$15,938	\$16,735	N/A	A, C	X		Public Works
Public Works Inspection Superintendent	S236	\$7,643	\$8,025	\$8,427	\$8,848	\$9,290	N/A	A, C	X		Planning & Development
Public Works Inspection Supervisor	S231	\$7,455	\$7,828	\$8,219	\$8,630	\$9,062	N/A	A, C	X		Planning & Development
Public Works Inspector I Flex	G130	\$4,505	\$4,730	\$4,967	\$5,215	\$5,476	N/A	A, C	X		Planning & Development
Public Works Inspector II Flex	G148	\$4,928	\$5,174	\$5,433	\$5,705	\$5,990	N/A	A, C	X		Planning & Development
Public Works Permit Technician I Flex	G090	\$3,690	\$3,875	\$4,068	\$4,272	\$4,485	N/A	A, C	X		Planning & Development
Public Works Permit Technician II Flex	G110	\$4,077	\$4,281	\$4,495	\$4,720	\$4,956	N/A	A, C	X		Planning & Development
Purchasing Assistant	G069	\$3,323	\$3,489	\$3,664	\$3,847	\$4,039	N/A	A, C	X		Finance
Purchasing Manager	M247	\$8,074	\$8,478	\$8,902	\$9,347	\$9,814	N/A	A, C	X		Finance
Purchasing Specialist I Flex	G098	\$3,840	\$4,032	\$4,234	\$4,446	\$4,668	N/A	A, C	X		Finance
Purchasing Specialist II Flex	G128	\$4,460	\$4,683	\$4,917	\$5,163	\$5,421	N/A	A, C	X		Finance
Radio Technician	T094	\$3,764	\$3,953	\$4,150	\$4,358	\$4,576	N/A	A, C	X	X	Information Technology
Range Master	G136	\$4,642	\$4,874	\$5,117	\$5,373	\$5,642	N/A	A, C	X		Police Department
Receptionist	T034	\$2,791	\$2,930	\$3,077	\$3,231	\$3,392	N/A	A, C		X	VAR
Recreation Coordinator	T115	\$4,180	\$4,389	\$4,609	\$4,839	\$5,081	N/A	A, C		X	Community Services
Recreation Services Manager	M271	\$9,101	\$9,556	\$10,034	\$10,536	\$11,062	N/A	A, C	X		Community Services
Recreation Specialist	T052	\$3,053	\$3,206	\$3,366	\$3,534	\$3,711	N/A	A, C		X	Community Services
Recreation Supervisor	S188	\$6,016	\$6,317	\$6,633	\$6,964	\$7,312	N/A	A, C	X		Community Services
Recycling & Program Analyst	G161	\$5,258	\$5,521	\$5,797	\$6,087	\$6,391	N/A	A, C	X		Utilities
Redevelopment Administrator	G231	\$7,455	\$7,828	\$8,219	\$8,630	\$9,062	N/A	A, C	X		Economic Development
Regulatory Compliance Specialist I Flex	G113	\$4,139	\$4,346	\$4,563	\$4,791	\$5,030	N/A	A, C	X		Utilities
Regulatory Compliance Specialist II Flex	G153	\$5,052	\$5,305	\$5,570	\$5,849	\$6,141	N/A	A, C	X		Utilities
Risk Management Analyst	M178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Legal & Risk Management
Risk Management Specialist	M141	\$4,759	\$4,997	\$5,247	\$5,509	\$5,784	N/A	A, C	X		Legal & Risk Management
Risk Management Technician	M122	\$4,329	\$4,545	\$4,772	\$5,011	\$5,261	N/A	A, C	X		Legal & Risk Management
Risk Manager	M243	\$7,915	\$8,311	\$8,726	\$9,162	\$9,621	N/A	A, C	X		Legal & Risk Management
Safety Program Analyst	M178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Human Resources
Safety Program Specialist	M126	\$4,416	\$4,637	\$4,868	\$5,112	\$5,367	N/A	A, C	X		Human Resources
SCADA Engineer	G201	\$6,419	\$6,740	\$7,077	\$7,431	\$7,802	N/A	A, C	X		Utilities
Senior Accounting Technician	G113	\$4,139	\$4,346	\$4,563	\$4,791	\$5,030	N/A	A, C	X		Finance
Senior Administrative Assistant	G114	\$4,159	\$4,367	\$4,586	\$4,815	\$5,056	N/A	A, C	X		VAR
Senior Applications Analyst	G206	\$6,581	\$6,910	\$7,256	\$7,618	\$7,999	N/A	A, C	X		Information Technology
Senior Building Inspector	G178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Planning & Development
Senior Building Permit Technician	G135	\$4,619	\$4,849	\$5,092	\$5,347	\$5,614	N/A	A, C	X		Planning & Development
Senior Code Compliance Inspector	G160	\$5,232	\$5,493	\$5,768	\$6,057	\$6,359	N/A	A, C	X		Planning & Development
Senior Community Services Leader	T052	\$3,053	\$3,206	\$3,366	\$3,534	\$3,711	N/A	A, C		X	Community Services
Senior Customer Care Specialist	G120	\$4,286	\$4,500	\$4,725	\$4,961	\$5,209	N/A	A, C	X		Utilities

City of Corona  
Position Library and Compensation Plan

Position Title	Comp Chart Grade	Monthly Step 1	Monthly Step 2	Monthly Step 3	Monthly Step 4	Monthly Step 5	Monthly Step 6	Footnote	Full Time	Part Time	Dept.
Senior Engineer	S242	\$7,875	\$8,269	\$8,683	\$9,117	\$9,573	N/A	A, C	X		VAR
Senior Engineer-Traffic	S242	\$7,875	\$8,269	\$8,683	\$9,117	\$9,573	N/A	A, C	X		Public Works
Senior Facilities Maintenance Technician	G126	\$4,416	\$4,637	\$4,868	\$5,112	\$5,367	N/A	A, C	X		Community Services
Senior Financial Analyst	M207	\$6,614	\$6,945	\$7,292	\$7,657	\$8,039	N/A	A, C	X		Finance
Senior Fleet Technician	G122	\$4,329	\$4,545	\$4,772	\$5,011	\$5,261	N/A	A, C	X		Public Works
Senior Human Resources Specialist	M152	\$5,027	\$5,279	\$5,543	\$5,820	\$6,111	N/A	A, C	X		Human Resources
Senior Human Resources Analyst	M208	\$6,647	\$6,979	\$7,328	\$7,695	\$8,080	N/A	A, C	X		Human Resources
Senior Intern	T064	\$3,241	\$3,403	\$3,574	\$3,752	\$3,940	N/A	A, C		X	VAR
Senior Librarian	G150	\$4,977	\$5,226	\$5,488	\$5,762	\$6,050	N/A	A, C	X		Community Services
Senior Network Architect	M286	\$9,808	\$10,298	\$10,813	\$11,354	\$11,922	N/A	A, C	X		Information Technology
Senior Office Assistant	G055	\$3,099	\$3,254	\$3,417	\$3,587	\$3,767	N/A	A, C	X		VAR
Senior Paralegal/Claims Manager	M243	\$7,915	\$8,311	\$8,726	\$9,162	\$9,621	N/A	A, C	X		Legal & Risk Management
Senior Parks & Landscape Technician	G131	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	N/A	A, C	X		Community Services
Senior Park Planner	S230	\$7,418	\$7,789	\$8,178	\$8,587	\$9,017	N/A	A, C	X		Community Services
Senior Park Ranger	G099	\$3,859	\$4,052	\$4,255	\$4,468	\$4,691	N/A	A, C	X		Community Services
Senior Planner	S230	\$7,418	\$7,789	\$8,178	\$8,587	\$9,017	N/A	A, C	X		Planning & Development
Senior Public Safety Dispatcher	G170	\$5,499	\$5,774	\$6,063	\$6,366	\$6,685	N/A	A, C	X		Police Department
Senior Public Works Inspector	G178	\$5,723	\$6,009	\$6,310	\$6,625	\$6,957	N/A	A, C	X		Planning & Development
Senior Public Works Permit Technician	G140	\$4,735	\$4,972	\$5,221	\$5,482	\$5,756	N/A	A, C	X		Planning & Development
Senior Purchasing Specialist	G164	\$5,337	\$5,604	\$5,884	\$6,179	\$6,488	N/A	A, C	X		Finance
Senior Regulatory Compliance Specialist	G193	\$6,168	\$6,476	\$6,800	\$7,140	\$7,497	N/A	A, C	X		Utilities
Senior Software Architect	M286	\$9,808	\$10,298	\$10,813	\$11,354	\$11,922	N/A	A, C	X		Information Technology
Senior Street Maintenance Worker	G121	\$4,307	\$4,522	\$4,749	\$4,986	\$5,235	N/A	A, C	X		Public Works
Senior Sustainability Specialist	G174	\$5,610	\$5,891	\$6,185	\$6,495	\$6,819	N/A	A, C	X		Utilities
Senior Systems Engineer	G198	\$6,324	\$6,640	\$6,972	\$7,320	\$7,686	N/A	A, C	X		Information Technology
Senior Utility Maintenance Technician	G190	\$6,076	\$6,380	\$6,699	\$7,034	\$7,386	N/A	A, C	X		Utilities
Senior Utility Service Worker	G142	\$4,783	\$5,022	\$5,273	\$5,537	\$5,813	N/A	A, C	X		Utilities
Social Media Specialist	G123	\$4,350	\$4,568	\$4,796	\$5,036	\$5,288	N/A	A, C	X		City Manager's Office
Software Developer	G215	\$6,883	\$7,227	\$7,589	\$7,968	\$8,367	N/A	A, C	X		Information Technology
Storm Water Compliance Specialist	G165	\$5,364	\$5,632	\$5,914	\$6,209	\$6,520	N/A	A, C	X		Public Works
Street Light Maintenance Technician	G125	\$4,394	\$4,614	\$4,844	\$5,086	\$5,341	N/A	A, C	X		Public Works
Street Maintenance Crew Leader	G146	\$4,879	\$5,123	\$5,379	\$5,648	\$5,930	N/A	A, C	X		Public Works
Street Maintenance Worker I Flex	G061	\$3,193	\$3,353	\$3,520	\$3,696	\$3,881	N/A	A, C	X		Public Works
Street Maintenance Worker II Flex	G091	\$3,709	\$3,894	\$4,089	\$4,293	\$4,508	N/A	A, C	X		Public Works
Student Aide	T027	\$2,695	\$2,830	\$2,971	\$3,120	\$3,276	N/A	A, C		X	VAR
Support Services Manager	S247	\$8,074	\$8,478	\$8,902	\$9,347	\$9,814	N/A	A, C	X		VAR
Sustainability Specialist I Flex	G114	\$4,159	\$4,367	\$4,586	\$4,815	\$5,056	N/A	A, C	X		Utilities
Sustainability Specialist II Flex	G154	\$5,078	\$5,332	\$5,598	\$5,878	\$6,172	N/A	A, C	X		Utilities
Systems Administrator	M211	\$6,747	\$7,085	\$7,439	\$7,811	\$8,201	N/A	A, C	X		Information Technology
Systems Engineer	G175	\$5,638	\$5,920	\$6,216	\$6,527	\$6,853	N/A	A, C	X		Information Technology
Technical Intern	T044	\$2,934	\$3,080	\$3,234	\$3,396	\$3,566	N/A	A, C		X	VAR
Traffic Engineering Technician	G132	\$4,550	\$4,777	\$5,016	\$5,267	\$5,531	N/A	A, C	X		Public Works
Traffic Maintenance Technician	G111	\$4,098	\$4,302	\$4,518	\$4,743	\$4,981	N/A	A, C	X		Public Works
Traffic Management Technician I	G150	\$4,977	\$5,226	\$5,488	\$5,762	\$6,050	N/A	A, C	X		Public Works
Traffic Management Technician II	G170	\$5,499	\$5,774	\$6,063	\$6,366	\$6,685	N/A	A, C	X		Public Works
Traffic Signal Coordinator	G194	\$6,199	\$6,509	\$6,834	\$7,176	\$7,535	N/A	A, C	X		Public Works
Traffic Signal Technician	G150	\$4,977	\$5,226	\$5,488	\$5,762	\$6,050	N/A	A, C	X		Public Works
Trails Planner	G189	\$6,046	\$6,348	\$6,666	\$6,999	\$7,349	N/A	A, C	X		Community Services
Transportation Program Manager	M230	\$7,418	\$7,789	\$8,178	\$8,587	\$9,017	N/A	A, C	X		Community Services
Ui/Ux Digital Services Engineer	M206	\$6,581	\$6,910	\$7,256	\$7,618	\$7,999	N/A	A, C	X		Information Technology
Utilities Operations Analyst	M223	\$7,163	\$7,522	\$7,898	\$8,293	\$8,707	N/A	A, C	X		Utilities
Utilities Operations Manager	S281	\$9,566	\$10,045	\$10,547	\$11,074	\$11,628	N/A	A, C	X		Utilities
Utility Billing and Administration Manager	S281	\$9,566	\$10,045	\$10,547	\$11,074	\$11,628	N/A	A, C	X		Utilities
Utility Maintenance Superintendent	S259	\$8,572	\$9,001	\$9,451	\$9,924	\$10,420	N/A	A, C	X		Utilities
Utility Maintenance Technician I Flex	G142	\$4,783	\$5,022	\$5,273	\$5,537	\$5,813	N/A	A, C	X		Utilities
Utility Maintenance Technician II Flex	G167	\$5,418	\$5,689	\$5,973	\$6,272	\$6,585	N/A	A, C	X		Utilities
Utility Service Worker I Flex	G081	\$3,528	\$3,704	\$3,890	\$4,084	\$4,288	N/A	A, C	X		Utilities
Utility Service Worker II Flex	G100	\$3,879	\$4,073	\$4,276	\$4,490	\$4,715	N/A	A, C	X		Utilities
Warehouse Specialist	G064	\$3,241	\$3,403	\$3,574	\$3,752	\$3,940	N/A	A, C	X		Finance
Water Operator I Flex	G124	\$4,372	\$4,591	\$4,820	\$5,061	\$5,314	N/A	A, C	X		Utilities
Water Operator II Flex	G164	\$5,337	\$5,604	\$5,884	\$6,179	\$6,488	N/A	A, C	X		Utilities
Water Operator III Flex	G204	\$6,516	\$6,842	\$7,184	\$7,543	\$7,920	N/A	A, C	X		Utilities
Water Reclamation Operator I Flex	G124	\$4,372	\$4,591	\$4,820	\$5,061	\$5,314	N/A	A, C	X		Utilities
Water Reclamation Operator II Flex	G164	\$5,337	\$5,604	\$5,884	\$6,179	\$6,488	N/A	A, C	X		Utilities
Water Reclamation Operator III Flex	G204	\$6,516	\$6,842	\$7,184	\$7,543	\$7,920	N/A	A, C	X		Utilities
Water Resources Field Representative	G105	\$3,977	\$4,176	\$4,384	\$4,604	\$4,834	N/A	A, C	X		Utilities
Water Safety Instructor	T042	\$2,904	\$3,050	\$3,202	\$3,362	\$3,530	N/A	A, C		X	Community Services
Workers' Compensation Manager	M243	\$7,915	\$8,311	\$8,726	\$9,162	\$9,621	N/A	A, C	X		Legal & Risk Management

A. Corona General Employees Association MOU, Corona Supervisors Association MOU, Management/Confidential Group Employee Resolution and Executive Group Employee Resolution: Effective October 19, 2013, Tier I miscellaneous employees within these associations and groups receive Tier I Longevity Pay equal to 3% over their base pay rate.

City of Corona  
Position Library and Compensation Plan

- B.** Incumbent is approximately 2.7% above the maximum authorized compensation range resulting from a City reorganization of the Public Works Department and the Department of Water and Power effective July 9, 2016. If the position becomes vacant, the replacement will be hired within the authorized compensation range.
- C.** Positions can be filled by full time, part time, seasonal and temporary employees at the discretion of the appointing authority.
- D.** CalPERS retirees may be appointed by the City for a limited-time in an extra-help capacity assisting with overflow work so long as the appointment complies with the requirements of Government Code Section 21224.
- E.** Effective the first full pay period following July 1, 2019, one incumbent will be approximately 14% above the maximum authorized compensation range resulting from a decrease of the position's compensation range to be more consistent with the compensation of the position series. Future incumbents will be paid within the authorized compensation range.
- F.** \* Changes to Environmental Compliance Supervisor are effective 03/16/2022.



Staff Report

---

**File #:** 22-0937

---

**REQUEST FOR SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members (RDA Successor Agency Capacity)

**FROM:** Finance Department

**SUBJECT:**

Resolution approving a Recognized Obligation Payment Schedule and Resolution approving Successor Agency Administrative Budget for the period of July 2023 through June 2024.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to consider a Resolution approving a Recognized Obligation Payment Schedule and a Resolution approving the Successor Agency Administrative Budget for July 2023 through June 2024.

**RECOMMENDED ACTION:**

**That the Successor Agency to the Redevelopment Agency of the City of Corona:**

- a. Adopt Resolution No. 2022-001, approving and adopting a Recognized Obligation Payment Schedule for the period of July 2023 through June 2024 pursuant to Health and Safety Code Section 34177(o)(1).
- b. Adopt Resolution No. 2022-002, approving and adopting a Successor Agency Administrative Budget for the period of July 2023 through June 2024 pursuant to Health and Safety Code Section 34177(j).

**BACKGROUND & HISTORY:**

Per Assembly Bill 1x 26, the Redevelopment Agency was dissolved effective February 1, 2012. Assembly Bill 1x 26 and subsequent legislation, Assembly Bill 1484, set forth procedures and requirements for the dissolution and wind down of redevelopment agencies within the State of California. The City of Corona elected to serve as the Successor Agency to the former Redevelopment Agency ("Successor Agency"). Health and Safety Code Section 34173 provides that successor agencies are designated as successor entities to wind down the operations of the

redevelopment agencies, dispose of their assets, and pay their debts and obligations. The Successor Agency is vested with all authority, rights, powers, and duties of the former Redevelopment Agency, including the ongoing administration related to the enforcement of pre-existing enforceable obligations and managing the wind-down of the Redevelopment Agency's affairs.

**ANALYSIS:**

Property tax revenues that would have been distributed to the Redevelopment Agency prior to dissolution are deposited by the County Auditor-Controller into a Redevelopment Property Tax Trust Fund ("RPTTF") created in the County Treasury for each dissolved redevelopment agency. The County Auditor-Controller administers the RPTTF and disburses bi-annually from this fund an amount equal to the approved enforceable obligations and administrative cost allowance requested on the Successor Agency's ROPS. The remaining property tax revenues are distributed back to the affected taxing entities by the County Auditor-Controller. Affected taxing entities include the City, County, special districts, school, and community college districts.

Pursuant to Section 34177 and 34180(g) of the Health and Safety Code, the Successor Agency will submit the ROPS and Administrative Budget to the Countywide Oversight Board for its approval. Upon approval by the Countywide Oversight Board, the Successor Agency is required to submit a copy of the approved ROPS ("Approved ROPS") to the California State Controller and the State of California Department of Finance ("DOF") by February 1, 2023 and post the Approved ROPS on the Successor Agency's website.

In accordance with the law, staff recommends the approval and submission of the Successor Agency's ROPS and Administrative Budget for the Fiscal Year 2024.

**FINANCIAL IMPACT:**

The actions to adopt the Resolutions approving the Successor Agency's ROPS and Administrative Budget for the period of July 2023 through June 2024 do not have a fiscal impact to the City of Corona. The ROPS lists outstanding obligations of the dissolved Agency that are to be paid by the Successor Agency with property tax increment revenues. Upon approval by DOF, the County of Riverside will disperse funding from the Redevelopment Property Tax Trust Fund to the Successor Agency in Fiscal Year 2024. The appropriations for the Successor Agency's Fiscal Year 2024 budget will be approved during the City's annual budget process.

**ENVIRONMENTAL ANALYSIS:**

This action is categorically exempt from CEQA 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 adoption of the resolutions may have a significant effect on the environment, the action is not subject to CEQA. This action merely adopts the ROPS and Administrative Budget for Fiscal Year 2024, and there is no possibility that adopting the above resolutions will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** CHRISTINE THOMPSON, ACCOUNTING MANAGER

**REVIEWED BY:** KIM SITTON, FINANCE DIRECTOR

**Attachments:**

1. Exhibit 1 - Resolution No. 2022-001
2. Exhibit 2 - Resolution No. 2022-002
3. Exhibit 3 - Resolution No. 2022-001 Exhibit A
4. Exhibit 4 - Resolution No. 2022-002 Exhibit A

**RESOLUTION NO. 2022-001**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CALIFORNIA, APPROVING AND ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 2023 THROUGH JUNE 2024 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(o)(1)**

**WHEREAS**, pursuant to Health and Safety Code Section 34173(d), the City of Corona (“Successor Agency”) is the successor agency to the dissolved Redevelopment Agency of the City of Corona (“Agency”); and

**WHEREAS**, Health and Safety Code Section 34179(j) provides for the appointment of a countywide oversight board (the “Countywide Oversight Board”) with specific duties to approve certain Successor Agency actions pursuant to Section 34180 of the Health and Safety Code and to direct the Successor Agency in certain other actions pursuant to Section 34181 of the Health and Safety Code; and

**WHEREAS**, Health and Safety Code Section 34177(o)(1) requires the Successor Agency to prepare a “recognized obligation payment schedule” listing outstanding obligations of the Agency to be performed by the Successor Agency during the time period from July 1, 2023, through June 30, 2024 (“ROPS”); and

**WHEREAS**, Health and Safety Code section 34177(l)(2) requires the Successor Agency to submit a copy of the ROPS to the county administrative officer, the county auditor controller, and the Department of Finance at the same time that the Successor Agency submits the ROPS to the Countywide Oversight Board for its approval; and

**WHEREAS**, upon approval by the Countywide Oversight Board, the Successor Agency is required to submit a copy of the approved ROPS (“Approved ROPS”) to the California State Controller and the State of California Department of Finance, and post the Approved ROPS on the Successor Agency’s website; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:**

**SECTION 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**SECTION 2. CEQA Compliance.** The approval of the ROPS through this Resolution does not commit the Successor Agency to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

**SECTION 3. Approval of ROPS.** The Successor Agency hereby approves the ROPS in substantially the form attached to this Resolution as Exhibit A, pursuant to Health and Safety Code Section 34177.

**SECTION 4. Transmittal of ROPS.** The City Manager, acting on behalf of the Successor Agency, is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding preparation of the ROPS, including submitting the ROPS to the Riverside County Auditor-Controller, the County Administrative Officer for Riverside County, the Department of Finance, and the Countywide Oversight Board, and following approval of the ROPS by the Countywide Oversight Board, submitting the Approved ROPS to the California State Controller and the State of California Department of Finance, and posting the Approved ROPS on the Successor Agency's website.

**SECTION 5. Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that the Successor Agency would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**SECTION 6. Certification.** The City Clerk or his or her designee, acting on behalf of the Successor Agency, shall certify to the adoption of this Resolution.

**SECTION 7. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 7th day of December, 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, serving as the Successor Agency to the dissolved Redevelopment Agency of the City of Corona, California, at an adjourned regular meeting thereof held on the 7th day of December, 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 7th day of December, 2022.

\_\_\_\_\_  
City Clerk of the City of Corona, California

(SEAL)

**EXHIBIT A**

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE**

[SEE ATTACHED FOUR (4) PAGES]

## **RESOLUTION NO. 2022-002**

### **A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CALIFORNIA, APPROVING AND ADOPTING SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 2023 THROUGH JUNE 2024 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j)**

**WHEREAS**, pursuant to Health and Safety Code Section 34173(d), the City of Corona (“Successor Agency”) is the successor agency to the dissolved Redevelopment Agency of the City of Corona (“Agency”); and

**WHEREAS**, Health and Safety Code Section 34179(j) provides for the appointment of a countywide oversight board (the “Countywide Oversight Board”) with specific duties to approve certain Successor Agency actions pursuant to Section 34180 of the Health and Safety Code and to direct the Successor Agency in certain other actions pursuant to Section 34181 of the Health and Safety Code; and

**WHEREAS**, pursuant to Health and Safety Code section 34177(j), the Successor Agency is required to prepare an administrative budget for the period of July 1, 2023 through June 30, 2024 and submit the administrative budget to the Countywide Oversight Board for approval; and

**WHEREAS**, pursuant to Health and Safety Code section 34177(k), upon approval of the administrative budget by the Countywide Oversight Board, the Successor Agency is required to provide administrative cost estimates, from the approved administrative budgets, that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the County of Riverside Auditor-Controller for the fiscal period covered by the administrative budget;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, SERVING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, AS FOLLOWS:**

**SECTION 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**SECTION 2. CEQA Compliance.** The approval of the proposed administrative budget through this Resolution does not commit the Successor Agency to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

**SECTION 3. Approval of Proposed Administrative Budget.** The Successor Agency hereby approves and adopts the proposed administrative budget for July 1, 2023 through June 30, 2024, in substantially the form attached to this Resolution as Exhibit A, as required by Health and Safety Code Section 34177.

**SECTION 4. Transmittal of Proposed Administrative Budget.** The City Manager, acting on behalf of the Successor Agency, is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the proposed administrative budget, including submitting the proposed administrative budget to the Countywide Oversight Board, and upon its approval of the administrative budget, the provision of administrative cost estimates, from the approved administrative budget, that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the County of Riverside Auditor-Controller.

**SECTION 5. Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that the Successor Agency would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**SECTION 6. Certification.** The City Clerk or his or her designee, acting on behalf of the Successor Agency, shall certify to the adoption of this Resolution.

**SECTION 7. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 7th day of December, 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, serving as the Successor Agency to the dissolved Redevelopment Agency of the City of Corona, California, at an adjourned regular meeting thereof held on the 7th day of December, 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 7th day of December, 2022.

\_\_\_\_\_  
City Clerk of the City of Corona, California

[SEAL]

**EXHIBIT A**

**SUCCESSOR AGENCY ADMINISTRATIVE BUDGET**

[SEE ATTACHED ONE (1) PAGE]

**Recognized Obligation Payment Schedule (ROPS 23-24) - Summary**  
**Filed for the July 1, 2023 through June 30, 2024 Period**

Successor Agency:	Corona
County:	Riverside

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A	Enforceable Obligations Funded as Follows (B+C+D):	\$ 2,575,448	\$ 846,112	\$ 3,421,560
B	Bond Proceeds	-	-	-
C	Reserve Balance	2,575,448	846,112	3,421,560
D	Other Funds	-	-	-
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 3,938,112	\$ 3,732,712	\$ 7,670,824
F	RPTTF	3,863,112	3,657,712	7,520,824
G	Administrative RPTTF	75,000	75,000	150,000
H	Current Period Enforceable Obligations (A+E):	\$ 6,513,560	\$ 4,578,824	\$ 11,092,384

Certification of Oversight Board Chairman:  
Pursuant to Section 34177 (o) of the Health and Safety code, I  
hereby certify that the above is a true and accurate Recognized  
Obligation Payment Schedule for the above named successor  
agency.

_____	_____
Name	Title
/s/ _____	_____
Signature	Date

Corona Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail																						
July 1, 2023 through June 30, 2024																						
(Report Amounts in Whole Dollars)																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 19-20 Total	23-24A (July - December)					19-20A Total	23-24B (January - June)					19-20B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$ 52,515,247		\$ 11,092,384	\$ 0	\$ 2,575,448	\$ 0	\$ 3,863,112	\$ 75,000	\$ 6,513,560	\$ 0	\$ 846,112	\$ 0	\$ 3,657,712	\$ 75,000	\$ 4,578,824
2	2007 Tax Allocation Bonds- Merged Dwntrwn	Bonds Issued On or Before 12/31/10	11/1/2007	9/1/2027	Bank of New York	Bond issue to fund projects according to the Redevelopment Plan.	Merged Project Areas	24,649,146	N	\$ 7,049,259		1,429,475		2,499,928		\$ 3,929,403		619,928		2,499,928		\$ 3,119,856
3	2007 Tax Allocation Bonds- Temescal Cyn	Bonds Issued On or Before 12/31/10	1/1/2007	11/1/2032	Bank of New York	Bond issue to fund projects according to the Redevelopment Plan.	Merged Project Areas	13,670,472	N	\$ 2,764,525		1,145,973		696,184		\$ 1,842,157		226,184		696,184		\$ 922,368
5	Fiscal Agent Fees	Fees	7/1/2023	6/30/2024	Bank of New York	Fees in association with TAB accounts	Merged Project Areas	6,200	N	\$ 6,200						\$ -				6,200		\$ 6,200
6	Continuing Disclosure Fees	Fees	7/1/2023	6/30/2024	Willdan Financial Services	Continuing Disclosure Fees- TABs	Merged Project Areas	4,500	N	\$ 4,500						\$ -				4,500		\$ 4,500
7	Consultant Fees	Fees	7/1/2023	6/30/2024	Willdan Financial Services	Arbitrage Calculations	Merged Project Areas	900	N	\$ 900						\$ -				900		\$ 900
8	Skypark OPA	OPA/DDA/C onstruction	10/20/2010	11/7/2037	Rexco LLC	Tax Increment Reimbursement	Merged Project Areas	1,456,943	N	\$ 87,000				87,000		\$ 87,000						\$ -
13	Corona N Main Development OPA	OPA/DDA/C onstruction	1/18/2011	7/18/2032	Corona North Main Development, LP	Tax Increment Reimbursement	Merged Project Areas	6,599,336	N	\$ 580,000				580,000		\$ 580,000						\$ -
23	Affordable Housing Agreement	OPA/DDA/C onstruction	4/1/2006	4/1/2061	KDF Corona, LP (Wells Fargo Bank)	Affordable Housing Project	Merged Project Areas	900,000	N	\$ 450,000						\$ -				450,000		\$ 450,000
57	Administration Allowance	Admin Costs	7/1/2023	6/30/2024	Various	Agency staff, office supplies, postage, phones, equipment maintenance, legal (OB/SA), auditors, cost allocation, etc.	Merged Project Areas	150,000	N	\$ 150,000					75,000	\$ 75,000					75,000	\$ 75,000

**Corona Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances**  
**July 1, 2020 through June 30, 2021**  
**(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet.

A	B	C	D	E	F	G	H
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Fund Sources				Non-Admin and Admin	Comments
		Bond Proceeds		Reserve Balance	Other Funds		
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.		
1	Beginning Available Cash Balance as of 07/01/20 RPTTF amount should exclude "A" period distribution amount	1,739,081	62,513	5,281,868	16,891	165,213	RPTTF Beginning Balance of \$165,213= \$162,009 unspent funds in the ROPS 17-18 period and \$3,204 Retention Held from a prior year's expense.
2	Revenue/Income RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller	1,461	919			11,428,883	Revenue in bond proceeds generated from interest income. Will be applied to next bond payment.
3	Expenditures for ROPS 20-21 Enforceable Obligations			6,616,690		4,652,589	
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					6,636,714	RPTTF wired to Fiscal Agent for 2021 Bond Year
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC	No entry required				301,589	Moved \$301,589 of unspent funds in the ROPS 20-21 period to RPTTF Reserve Balance ending cash balance to be allocated to ROPS 23-24 obligations
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 1,740,542	\$ 63,432	\$ (1,334,822)	\$ 16,891	\$ 3,204	Ending Reserve Balance should be \$5,603,481 (\$6,636,714 + \$301,589 - \$1,334,822); Total Ending Cash Balance= \$7,424,356

**Corona Recognized Obligation Payment Schedule (ROPS 23-24) - Notes July 1, 2023 through June 30, 2024**

<b>Item #</b>	<b>Notes/Comments</b>
2	Reserve Balance: Bond principal/interest payments funded by RPTTF received from ROPS 22-23 will be applied to Fall 2023 payment (22-23A period); Bond interest payments funded by RPTTF received from ROPS 23-24A will be applied to Spring 2024 payment (23-24B period); RPTTF Non-Admin: Funds will be sent to Fiscal Agent in February 2024 and reserved for 2024 Bond year payments (23-24B and 24-25A).
3	Reserve Balance: Bond principal/interest payments funded by RPTTF received from ROPS 23-24 will be applied to Fall 2023 payment (23-24A period); Bond interest payments funded by RPTTF received from ROPS 23-24A will be applied to Spring 2024 payment (23-24B period); RPTTF Non-Admin: Funds will be sent to Fiscal Agent in February 2024 and reserved for 2024 Bond year payments (23-24B and 24-25A).
5	Estimated expense based on historical annual expenses
6	Estimated expense based on historical annual expenses
7	Estimated expense based on historical annual expenses
8	Estimated expense- Payment amount dependent on assessed values of project
13	Outstanding obligation includes interest accrued through 6/30/2023. Estimated expense- Payment amount dependent on assessed values of project;
23	Annual pledge per OPA agreement
57	Requesting less than the minimum \$250K due to reduced admin expenses.

## EXHIBIT A

### SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CORONA

#### ADMINISTRATIVE BUDGET

Fiscal Year 2023-24 (July 1, 2023 to June 30, 2024)

Expenditure Category:	ROPS 23-24A	ROPS 23-24B	ROPS 23-24
	Jul 1- Dec 31	Jan 1- Jun 30	Total FY
Successor Agency Staff	\$ 54,500	\$ 54,500	\$ 109,000
Cost Allocation/Overhead/Facilities	20,000	20,000	40,000
Materials, Services and Supplies	500	500	1,000
Legal Counsel- Successor Agency	2,500	2,500	5,000
Auditor- Successor Agency	10,000	10,000	20,000
<b>Total Administrative Budget:</b>	<b>\$ 87,500</b>	<b>\$ 87,500</b>	<b>\$ 175,000</b>



Staff Report

---

**File #:** 22-0939

---

**REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members  
Honorable President and Board Members

**FROM:** Utilities Department

**SUBJECT:**

Resolution authorizing the submittal of a grant application to the Department of Water Resources for the Urban Community Drought Relief Grant Program.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council for approval to submit a funding application in the amount of \$5 million to the California Department of Water Resources (DWR) to complete the upgrade and installation of Advanced Metering Infrastructure throughout the City. The proposed grant funding would help offset the cost of the currently budgeted Advanced Metering Infrastructure Meter Replacement Project No. 76340. DWR requires approval of a resolution authorizing the City to apply for the Urban Community Drought Relief Grant Program.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council adopt Resolution No. 2022-121, authorizing the submittal of an application for the Department of Water Resources 2022 Urban Community Drought Relief Grant Program.
- b. City Council designate the City Manager, or his designee, to receive and spend Urban Community Drought Relief Grant funds in accordance with all applicable program guidelines and state and federal laws.
- c. City Council authorize the City Manager, or his designee, to act as agent with legal authority to enter into the grant agreement, conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and any other grant required correspondence which may be necessary to obtain grant funds or complete the grant

program that are consistent with or in furtherance of the City Council's actions hereunder.

- d. City Council authorize the City Manager, or his designee, to prepare and process any budgetary adjustments to receive and record Urban Community Drought Relief Grant funds.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

**BACKGROUND & HISTORY:**

The Advanced Metering Infrastructure (AMI) Meter Replacement project will replace, and in some cases retrofit, approximately 40,000 direct read water meters with advanced metering technology. This project is approved in the Five-Year Capital Improvement Project Plan and will provide the Utilities Department (UD) and customers with 24/7 monitoring and alert capabilities on water usage. When the project is complete, the UD will be able to obtain real time remote meter reads, detect leaks in real time, and provide the customers with the ability to monitor their usage in real time. This upgrade should result in water savings estimated at 1,787 acre feet (AF) or more than 582 million gallons per year.

The total project cost is estimated to be \$22.9 million, budgeted over a three-year period from Fiscal Year 2022 to Fiscal Year 2024. The UD has been actively seeking grant funding to help offset the cost of this project. In May 2022, UD was awarded a federal grant from the 2022 WaterSMART: Water Energy and Efficiency Grants Program for up to \$2 million dollars. The UD has continued to seek out opportunities to fund this project through any source available.

In October 2022, the California Department of Water Resources (DWR) released a grant solicitation for the 2022 Urban Community Drought Relief Grant Program. This program was authorized pursuant to the amended Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to allocate an additional \$545 million to DWR to award grants for drought relief. These grants are intended to provide water to communities that face the loss or contamination of their water supplies, to address immediate impacts on human health and safety, to secure the future of California's water supply, and to protect fish and wildlife resources.

As a drought resiliency project that helps to secure the future of California's water supply, the AMI Meter Replacement project qualifies for the Urban Community Drought Relief program. DWR requires approval of a resolution authorizing the City to apply for the Urban Community Drought Relief Grant Program. UD recommends authorization of an application for this grant.

**ANALYSIS:**

The AMI Meter Replacement Project is a good fit for the Urban Community Drought Relief Grant program. The program seeks projects that contribute to water supply resiliency by making a quantified water-related contribution to the measurable goals of California's Water Supply Strategy. DWR is looking for projects that make an immediate impact on the drought.

Efficient water use is the most cost-effective way to achieve the long-term water conservation and water supply reliability goals, and this program looks to help the State adapt to longer and more

intense droughts. The AMI Meter Replacement project aligns well with the necessity to use water more wisely, eliminate water waste, and strengthen local drought resiliency. UD plans to take the project out for bid in early 2023. A shovel-ready project such as this should rank higher in priority for this funding.

In addition to the estimated water savings, the project should result in estimated energy savings of up to 2,503,734 kilowatt hours. These energy savings are achieved by reducing water usage in residential households and reducing the upstream energy required to extract, convey, treat, and distribute water, and the downstream energy needed to treat and dispose of wastewater.

Greenhouse gas emissions (GHG) are also expected to be reduced by an estimated half ton as a result of this project. With the current manually read meters, staff must drive to each meter on a monthly basis to collect the data. The reduction in GHGs will be achieved by eliminating the need to drive to collect data.

The AMI Meter Replacement project is projected to achieve multiple benefits and improve drought resiliency for the City. It is an excellent fit for the Urban Community Drought Relief Grant Program.

As required by DWR, Staff requests approval of a resolution authorizing the City to apply for the Urban Community Drought Relief Grant Program. If received, this grant funding will partially offset the cost of the existing AMI Meter Replacement project up to a maximum of \$5 million.

#### **FINANCIAL IMPACT:**

Approval of the recommended actions may result in a grant award and appropriation in an amount of up to \$5 million in the AMI Meter Replacement Project (76340) and an offsetting revenue budget of the same amount in the Water Utility Grant/Agreement Fund 571.

#### **ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is to adopt the resolution to apply for Urban Community Drought Relief grant funding 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:** JACQUELINE ZUKERAN, UTILITY BILLING AND ADMINISTRATION MANAGER

**REVIEWED BY:** TOM MOODY, UTILITIES DIRECTOR

#### **Attachments:**

1. Exhibit 1 - Resolution 2022-121

## **RESOLUTION NO. 2022-121**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE AND EXECUTION FOR THE CALIFORNIA NATURAL RESOURCES AGENCY DEPARTMENT OF WATER RESOURCES: 2022 URBAN COMMUNITY DROUGHT RELIEF GRANT PROGRAM.**

**WHEREAS**, funding for the 2022 Urban Community Drought Relief Program was authorized pursuant to the Budget Act of 2021 (Stats. 2021, ch. 240, § 80); and

**WHEREAS**, the California Department of Water Resources has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

**WHEREAS**, said procedures established by the California Department of Water Resources require a resolution authorizing the application(s) by the applicant's governing board for submission of said applications(s), designating a representative to sign the application, and in the event of an award of grant funds, a representative to execute the funding agreement and all necessary documentation; and

**WHEREAS**, the City of Corona intends to implement the Advanced Metering Infrastructure (AMI) Meter Replacement Project; and

**WHEREAS**, the City of Corona desires to apply for grant funding from the California Department of Water Resources for the AMI Meter Replacement Project.

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

**Section 1. Urban Community Drought Relief Application.** The City Council hereby authorizes and approves the filing of an application with the Department of Water Resources for the Urban Community Drought Relief Grant Program for the City of Corona pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), and authorizes the City Manager, or his designee, to take such other actions necessary or appropriate to obtain grant funding.

**Section 2. City Manager Authority - Agreement.** The City Council hereby authorizes the City Manager, or his designee, to act as agent with legal authority to enter into any agreements with the Department of Water Resources and conduct any and all negotiations and any amendments thereto as necessary or appropriate to obtain grant funding.

**Section 3. City Manager Authority – Other Documents.** The City Council hereby authorizes the City Manager, or his designee, to act as agent with legal authority to enter into the

grant agreement, conduct all negotiations, execute, and submit any required documents including, but not limited to, applications, agreements, payment requests and any other required correspondence which may be necessary for the grant program.

**Section 4. Budgetary Adjustments.** The City Council hereby authorizes the Finance Director, or her designee, to prepare and process all necessary budgetary adjustments to receive and record any funds received from the Urban Community Drought Relief Grant Program.

**Section 5. Effective Date.** 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.

**PASSED, APPROVED AND ADOPTED** this 7th Day of December 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 7th day of December 2022 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 7th day of December 2022.

\_\_\_\_\_  
City Clerk of the City of Corona, California

[SEAL]



Staff Report

---

**File #:** 22-0927

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Public Works Department

**SUBJECT:**

Authorize the creation of a new Capital Improvement Project and transfer of funding for the demolition of the old Police Department Building at the corner of Buena Vista Avenue and Sixth Street.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to authorize the creation of a new Capital Improvement Project titled "Old PD Building Demolition" and to transfer funding from the Corona Innovation Center Project to this newly created project. The former Police Station building has remained primarily vacant since the Police Department moved to its present location in 2009 and the building is currently unsuitable for any activities that require full-time occupancy. This project will demolish the former Police Station building and provide additional green space outside the Historic Civic Center for community activities.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Authorize the creation of a new Capital Improvement Project titled "Old PD Building Demolition, Project No. 2022-18."
- b. Authorize a budgetary transfer of \$1,000,000 from the existing Capital Improvement Project No. 71700 Corona Innovation Center Project to the newly created Capital Improvement Project Old PD Building Demolition within the American Rescue Plan Act Fund 413.
- c. Authorize a budgetary reduction of \$500,000 in the Capital Improvement Project No. 71700 Corona Innovation Center Project, within the American Rescue Plan Act Fund 413, back to fund balance to be redistributed to other projects as needed.

**BACKGROUND & HISTORY:**

The City of Corona's former Police Station was constructed in 1978 and is located at 849 West Sixth Street, immediately east of the Historic Civic Center, which previously served as the Corona City Hall. In 2005, the City moved into the current City Hall building located north of the Historic Civic Center. Shortly after, in 2009, the Police Station at Sixth Street was closed when the Police Department moved to its present location at 730 Public Safety Way.

The former Police Station's 24,000-square-foot building remained vacant until recently, when it became a temporary storage facility for the non-profit organization Make It Cozy. Make It Cozy receives donations of furniture and other household items for use in transitional housing. Unfortunately, the building is currently not suitable for any other activities that involve full-time occupancy. Some of the issues that are affecting the use of the building include: the presence of lead paint and asbestos; the need for extensive water and sewer repairs; electrical repairs; required earthquake retrofit to meet current building standards; and the need to replace the flooring, roof and air conditioning units due to age and water damage. In addition, since the building is unoccupied, break-ins are a routine occurrence.

**ANALYSIS:**

On September 28, 2022, at the Fall Policy Workshop, the Corona City Council was provided with a presentation on the current state of the Old Police Department building and three options to consider for what next steps to take. The three options presented were 1) take no action with no costs associated; 2) demolish the building and create a green space for an estimated project cost of \$580,000, and 3) renovate the building at an estimated cost of \$4 million. After a brief discussion, the City Council provided direction to proceed with demolishing the old Police Station and adding green space. Funding for the project would be provided by reallocating up to \$1 million of American Rescue Plan Act (ARPA) funds.

Staff recommends a transfer of \$1,000,000 from an existing Capital Improvement Project (CIP) No. 71700, the Corona Innovation Center Project, to fund this project. Project 71700 currently has a balance of \$1,500,000 remaining in the project account. Staff will return to City Council to award the project bid for the Old PD Building Demolition once plans are developed, and a contractor is selected. Any unused funds for the Old PD Building Demolition Project will be returned to the ARPA fund balance at the conclusion of the project. Staff is also recommending the transfer of the remaining \$500,000 in ARPA funding from the existing CIP No. 71700 Corona Innovation Center Project back to the ARPA fund balance in order to be redistributed to other projects as needed. Other funding sources are being identified for future funding of the Corona Innovation Center Project.

**FINANCIAL IMPACT:**

Approval of the recommended actions will result in a budgetary transfer of \$1,000,000 from the existing Capital Improvement Project No. 71700 Corona Innovation Center Project to the newly created Capital Improvement Project Old PD Building Demolition within the American Rescue Plan Act Fund 413, and a budgetary reduction of \$500,000 from Project No. 71700 back to the ARPA fund balance. The current available balance in ARPA funds in the Corona Innovation Center Project CIP No. 71700 is \$1,500,000, which is sufficient for the recommended actions.

**ENVIRONMENTAL ANALYSIS:**

This action is categorically exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is to create a new Capital Improvement Project and transfer funding, and there is no possibility that adopting this action will have a significant effect on the environment. Therefore, no environmental analysis is required at this time.

**PREPARED BY:** TRACY MARTIN, CAPITAL IMPROVEMENT PROJECT MANAGER

**REVIEWED BY:** SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

**Attachments:**

1. Exhibit 1 - Project Location Map
2. Exhibit 2 - Future of the Old Police Station Presentation, September 28, 2022



PROJECT LOCATION

RIVERSIDE  
COUNTY  
COURT HOUSE

CITY  
HALL

GYM

BUENA VISTA

OLD POLICE  
DEPARTMENT

HISTORIC CIVIC  
CENTER

VICENTIA ACTIVITY  
CENTER

VICENTIA

SIXTH



CITY OF CORONA  
PUBLIC WORKS DEPARTMENT

EXHIBIT 1

Old Police Department  
Building Demolition Project

Project No. 2022-20



## EXHIBIT 2



# Future of the Old Police Station

Denzel Maxwell, Assistant to the City Manager

September 28, 2022

# Council Ask

Provide direction on the future of  
the old Police Station



# Overview

- Background
- Options for the old Police Station
- Council Discussion & Direction





# Background

# The Old Police Station

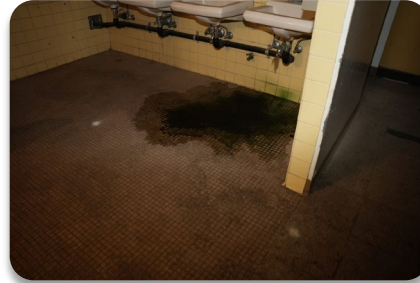
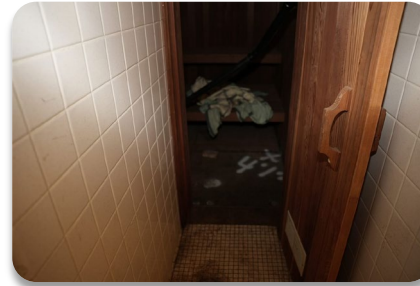
- ▷ Located at 849 West Sixth Street, next to the Historic Civic Center
- ▷ Opened in 1978
- ▷ Closed in 2009 when the Corona Police Department moved to their new location at 730 Public Safety way
- ▷ 24,000 Square Feet of Space
- ▷ Temporary storage for Keep It Cozy materials



# The Old Police Station

## Current Issues

- ▷ Extensive sewer and water repairs
- ▷ Lead Paint
- ▷ Asbestos
- ▷ Water Damage
- ▷ HVAC
- ▷ Flooring
- ▷ Roof
- ▷ Not up to current ADA standards
- ▷ Electrical
- ▷ Not up to earthquake retrofit standards
- ▷ Break-ins





# Options, Discussion, and Direction

# Options, Discussion, and Direction

## Option 1: No Action

Cost: \$0

### Pros

- No Cost

### Cons

- Building continues to deteriorate
- Issues with homeless break-ins
- Safety concerns

## Option 2: Demolish and Create Green Space

Estimated Cost:

Demolition: \$360,000-\$480,000

Green Space: \$100,000

### Pros

- Beautification
- Adds to the City's green space
- Adds space for City events
- Potential to reallocate up to 1 Million of ARPA Funds

### Cons

- Cost

## Option 3: Renovate

Estimated Cost:

\$4 Million

### Pros

- Creates useable space

### Cons

- Initial cost
- Possible unknown issues during renovation that could drive up costs
- Long-term maintenance costs

# Questions?

---



951-736-2371



Denzel.Mawell@CoronaCA.gov



[www.CoronaCA.gov](http://www.CoronaCA.gov)



Staff Report

---

**File #:** 22-0908

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Planning & Development Department

**SUBJECT:**

Ordinance amending various chapters within [Title 15 of the Corona Municipal Code](#) and adopting by reference the 2022 California Building Standards Code (California Code of Regulations, Title 24).

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to adopt Ordinance No. 3357, which amends various chapters within Title 15 of the Corona Municipal Code by adopting reference to the 2022 California Building Standards Code (California Code of Regulations, Title 24). The California Building Standards Commission recently adopted new model codes with amendments, and the 2022 California Building Standards Code will become effective throughout the State on January 1, 2023. Title 15 of the Corona Municipal Code covers the City's local ordinances related to building construction and provides reference to the California Building Standards Code.

**RECOMMENDED ACTION:**

**That the City Council** adopt Ordinance No. 3357 amending various chapters within [Title 15 of the Corona Municipal Code](#) and approve by reference the 2022 California Building Standards Code (California Code of Regulations, Title 24).

**BACKGROUND & HISTORY:**

The City Council, at its meeting on November 16, 2022, approved the first reading of Ordinance 3357. The City Council is now required to hold a public hearing to adopt Ordinance 3357, which would amend the various chapters within Title 15 of the Corona Municipal Code and approve by reference the 2022 California Building Standards Code (California Code of Regulations, Title 24).

The California Building Standards Code, Title 24, is the established minimum regulation for the design and construction of buildings and structures in California. The California Building Standards Code is published in its entirety every three years by order of the California Legislature. The California Building Standards Commission recently adopted new model codes with amendments, and

the 2022 California Building Standards Code will become effective throughout the State on January 1, 2023.

State law mandates that local governments enforce the regulations of the California Building Standards Code and amend local ordinances for conformity. The City of Corona adopts by reference the Building Standards Code within Title 15 of the Corona Municipal Code (CMC), covering the Building Code, Residential Code, Fire Code, Plumbing Code, Mechanical Code, Electrical Code, Historical Building Code, Existing Building Code, Energy Code, and Green Building Standards Code. The ordinance also contains certain local amendments that are considered reasonably necessary because of local climatic, geological, or topographical conditions.

Along with the adoption of the latest building codes, existing Chapters 15.52, 15.56, and 15.60 of Title 15 of the CMC are being updated to reflect the latest building codes, methods of construction, and the City's organizational structure.

### **ANALYSIS:**

The California Building Standards Code (CBSC) is based on the latest model codes published by the International Code Council (ICC), National Fire Protection Association (NFPA), and the International Association of Plumbing and Mechanical Officials (IAPMO). These nationally recognized model codes go through a lengthy code development process, and when new versions are published, the California Building Standards Commission uses these updated codes to amend the CBSC.

The 2022 CBSC contains changes such as errata to correct errors or typos, revised wording clarification, and more significant changes to reflect increases in building system performance, California's renewable energy goals, and the latest building technology and innovation. The most noteworthy of these changes in the new CBSC include:

- Solar panels are now required for newly constructed multi-family buildings that are over three stories in height, and most types of commercial buildings.
- Privacy screening is now required for public restrooms.
- A new code section and requirements were added to regulate intermodal shipping containers repurposed for use as buildings and structures.
- Storage racks greater than 8 feet in height now require inspection by a 3rd party specialist.

The amendments to Title 15 of the CMC are based on the 2022 CBSC update, and include updates to existing ordinances for uniformity with the new codes, modern construction methods, and the City's organizational structure.

### **FINANCIAL IMPACT:**

The adoption of this ordinance will have no fiscal impact on the 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. There is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** CHRIS MILOSEVIC, BUILDING OFFICIAL

**REVIEWED BY:** JOANNE COLETTA, PLANNING & DEVELOPMENT DIRECTOR

**Attachments:**

1. Exhibit 1 - Ordinance No. 3357

**ORDINANCE NO. 3357**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORONA AMENDING CHAPTERS 15.02, 15.04, 15.05, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.20, 15.28, AND UPDATING CHAPTERS 15.52, 15.56, AND 15.60 OF TITLE 15 OF THE CORONA MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24); INCLUDING THE 2022 CALIFORNIA BUILDING CODE; THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2022 CALIFORNIA RESIDENTIAL CODE; THE 2022 CALIFORNIA ENERGY CODE; THE 2022 CALIFORNIA HISTORICAL BUILDING CODE; THE 2022 CALIFORNIA EXISTING BUILDING CODE; THE 2022 CALIFORNIA MECHANICAL CODE; THE 2022 CALIFORNIA FIRE CODE WITH ERRATA; THE 2022 CALIFORNIA PLUMBING CODE; AND THE 2022 CALIFORNIA ELECTRICAL CODE; TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO.**

**WHEREAS**, Government Code Section 50022, et seq. and California Health & Safety Code Section 17922 empower the City of Corona ("City") to adopt by reference the California Building Standards Code as provided in Title 24 of the California Code of Regulations; and

**WHEREAS**, in December of 2019 the City Council of the City of Corona adopted the 2019 California Building Standards Code with certain local amendments; and

**WHEREAS**, the California Building Standards Commission ("Commission") recently adopted new amendments to the California Building Standards Code; and

**WHEREAS**, California Health & Safety Code, Sections 17958.5 and 18941.5 authorize cities and counties to modify the California Building Standards Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological or topographical conditions; and

**WHEREAS**, the City Council of the City of Corona ("City Council") finds that these local climatic, geological or topographical conditions include, but are not limited to, the following:

1. The City is subject to relatively low amounts of precipitation, very low humidity levels and extremely high temperatures. These climatic conditions are conducive to the spread of drought conditions and fires. For example, during July, August and September, temperatures often exceed 100 degrees Fahrenheit. During the same months, humidity is usually less than 40% and measurements of less than 10% are not uncommon. These recordings have been documented by the Riverside County Flood Control District and the National Climatic Data Center.

2. The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which can reach speeds of up to 95 miles per hour. In addition, the convergence of the marine shore air flow and the desert air flow create steady winds on a daily basis. Finally, the City is bordered on the south by steep, rugged, brush-covered mountains and parts of the City contain hilly terrain and mounds, which either contribute to or create gusty wind conditions by causing a natural funneling effect and increasing wind speeds over the City.

3. The City is also subject to moderately strong shaking and surface ruptures from seismic activity in the area. The geologic and seismic setting of the City is dominated by the Chino and Elsinore earthquake faults along the southwest portion of the City and a diversity of bedrock and alluvial soils that may significantly affect the intensity of earthquake shaking. The Elsinore fault is located a short distance southwest of the City, while the Chino fault, which is subparallel to the Elsinore fault, is located just inside the City's southwestern boundary. Of the two faults, the Chino fault has the greater potential for surface rupture leading to structural damage of structures in the City. Moreover, the thin alluvial soils found in parts of the City contribute to a moderately high potential for liquefaction in certain areas.

**WHEREAS**, the aforementioned geologic and climatic conditions have also contributed to the loss or damage of thousands of homes and commercial properties in California over the last several decades. The top 20 fires in the State have consumed over 46,000 structures, and there have been hundreds more fires with thousands more structures destroyed. The 30,305-acre Freeway Complex Fire from November 2008 burned 318 structures, including several in Corona; the 2662-acre Canyon Fire from September 2017 threatened 2715 homes in Corona, before being contained; and the 23,136-acre Holy Fire from August 2018 nearly threatened 2638 homes in Corona; and

**WHEREAS**, these fires, as well as the Whittier Earthquake of 1987 and Northridge Earthquake of 1994, have resulted in the tragic loss of lives along with enormous property losses; and

**WHEREAS**, based upon the recommendations of the Building Official and Fire Chief, the City Council finds that the proposed amendments to the 2022 California Building Standards Code ("amendments") are more restrictive than the standards adopted by the Commission, would decrease the potential incidence of property damage, injury and death due to fires and earthquakes, and are reasonable and necessary to mitigate the aforementioned local climatic, geologic or topographical conditions; and

1. The amendments to section 101.4 of Chapter 1 Division II of the 2022 California Building Standards Code, as set forth in Section 2 of this ordinance, ensure that structures and related devices and equipment required by other referenced codes are maintained in a manner that would prevent danger to emergency responders or users thereof arising from conditions related to an emergency incident caused by high winds, fires, or seismic activity.

2. The amendments to Sections 105.1 of Chapter 1 Division II of the 2022 California Building Code, as set forth in Section 2 of this Ordinance, ensure that structures such as fences, retaining walls and signs, that may become potentially dangerous structures in an earthquake or high winds, are constructed in accordance with applicable codes, ordinances and standards; and

3. The amendment to Section 105.6 of Chapter 1 Division II of the 2022 California Building Code, as set forth in Section 2 of this Ordinance, preserves public health, safety and welfare by limiting construction noise and mitigating the effects of having portions of the City's residential areas constructed on hilly terrain. Many times it is not possible to construct noise barriers between noise sources and noise receptors in hilly areas. Under such circumstances, the "line of sight" between the noise source and the receiver cannot be adequately impeded by other structures such as fences and walls because such structures cannot be constructed on certain lots due to the grade differential between lots; and

4. The addition of Section 105.8 to Chapter 1 Division II of the 2022 California Building Code, as set forth in Section 2 of this Ordinance, is needed to assure that each permit is applicable to the location and conditions for which it was originally obtained; and

5. The amendments to Section 110.3.3.1 and 110.3.6.1 of the 2022 California Building Code, as set forth in Section 3 of this Ordinance, adding additional required inspections, including a sub-frame inspection, a roof sheathing and shear inspection and a plaster inspection assure that all construction and use of buildings conforms to the requirements of the California Building Standards Code in so that maximum protection from the wind, fire and earthquake conditions is provided; and

6. The addition of Section 3109.1.1 to the 2022 California Building Code, as set forth in Section 3 of this Ordinance, is required to ensure pool safety and decrease the likelihood of injuries and death due to unauthorized use of pools and the greater use of outdoor swimming pools due to climatic conditions; and

7. The addition of Section 1505.1.4 to the 2022 California Building Code as set forth in Section 3 of this Ordinance and the additions of section R902.1.4 to the 2022 Residential Code as set forth in Section 5 of this Ordinance requires Class "A" roofing which is effective against severe fire exposure, is not readily flammable, affords a fairly high degree of fire protection to roof decks, does not slip from position, and poses no flying-brand hazard, and is therefore more fire resistant than other classes of roofing not possessing these characteristics that are adopted for use by the Commission; and

8. The amendments to the 2022 California Fire Code, as set forth in Section 10 of this Ordinance, including the amendments adding definitions to Section 202; the amendment to Section 112.4.2 imposing additional costs against persons responsible for violations of the code; the amendments to Sections 304.1.2, 305.6, 307.6, 307.7, 308.1.6.3, 324, 325, 326, 327, 503.2.1, 503.2.4, 503.7, 505.1, 507.5.1, 507.5.5 507.5.7, 4907.3, 4911 imposing additional requirements for maintenance, clearance and management of vegetation and fuel modification areas, outdoor fires, premises identification, fire access roads, turning radii, clearance around hydrants and other fire apparatus; and amendments to the 2022 California Building Code, as set forth in Section 3 of this Ordinance, are needed to minimize the risk of fire which is increased by the climatic and geological conditions in the City of Corona, described above in this Ordinance, and to mitigate the spread of fire especially during high wind conditions described above in this Ordinance; and

9. The addition of Section 710 to the 2022 California Fire Code, requiring one-hour fire construction for all eaves, as set forth in Section 10 of this Ordinance, is reasonably necessary to mitigate the potential for the spread of fires from flying brands, ashes and sparks during high wind conditions and mitigate potential property damage, injury and death; and

10. The amendment to Section 314.3 of the 2022 California Plumbing Code, as set forth in Section 11 of this Ordinance, prohibiting unattended excavations without appropriate barricades is needed to assure that excavations for sewer or sewage disposal facilities do not create a hazard for persons, especially during periods of wind, rain or surface movements caused by earthquakes; and

**WHEREAS**, the Fire Marshal and Building Official have also recommended that changes and modifications be made to the California Building Standards Code, which are necessary for administrative clarification and to establish administrative standards for the effective enforcement of the building standards of the City of Corona, or are reasonably necessary to safeguard life and property within the City and do not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5, which amendments consist of:

1. Amendments to Chapter 1 Division II, Sections 501.2, 904.3.5, Chapter 35 and Appendix H of the 2022 California Building Code; and

2. Amendments to Sections 103.2, 104.2, 105.5, 112.4, 112.4.2, 202, 324, 507.5.1, 507.5.5, 510.1, 510.4.1.3, 903.3.5.3, 904.3.5, 1201.1.1, 4907.3, 5001.5.2, 5608.2, Chapter 80, and Appendix B and Appendix C of the 2022 California Fire Code; and

**WHEREAS**, the City Council finds that the local amendments to the 2022 California Building Standards Code, codified in Title 24 of the California Code of Regulations (“Code”) described herein are supported by the local climatic, geologic and/or topographic conditions described herein, and further finds that the remainder of the said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City of Corona; and

**WHEREAS**, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

**SECTION 1.** The City Council hereby adopts the recitals contained in this ordinance as findings to support the modifications to the 2022 California Building Standards Code made herein.

**SECTION 2.** Chapter 15.02 of the Corona Municipal Code is hereby amended to read as follows:

**"CHAPTER 15.02  
ADMINISTRATIVE PROVISIONS FOR TITLE 15**

Sections:

15.02.010	Title.
15.02.020	Code adoption.
15.02.030	Amendments – Generally.
15.02.040	Amendment – Section 101.1 – Title.
15.02.050	Amendment – Section 101.4 – Referenced codes.
15.02.060	Addition – Section 104.11 – Alternative materials.
15.02.070	Addition – Section 105.1. – Permits required.
15.02.080	[Reserved]
15.02.090	Amendment – Section 105.2 – Exempt work.
15.02.100	Amendment – Section 105.3.2 – Time limitation of application.
15.02.110	Amendment – Section 105.5 –Expiration.
15.02.120	Amendment – Section 105.6 – Suspension or Revocation.
15.02.130	Amendment – Section 105.7 – Placement of permit.
15.02.140	Addition – Section 105.8 – Transferability.
15.02.150	Amendment – Section 109.4 – Work commencing before permit issuance.
15.02.160	Amendment – Section 109.6 – Refunds.
15.02.170	Addition – Section 110.3.3.1 and 110.3.6.1 - Inspections.
15.02.180	Addition – Section 110.7 – Reinspection.
15.02.190	Amendment – Section 111.2 – Certificate issued.
15.02.195	Amendment – Section 113 – Board of appeals.
15.02.200	Violation – Penalty.

#### **15.02.010 Title.**

This chapter shall be cited as the Administrative Provisions to Title 15 of the Corona Municipal Code and shall apply to all of the referenced and adopted codes in Title 15, unless otherwise provided.

#### **15.02.020 Code adoption.**

(A) Subject to the particular additions, amendments and deletions set forth in this chapter, all the rules, regulations, provisions and conditions set forth in that certain document being marked and designated as the 2022 California Building Code, Chapter 1 Division II are hereby adopted.

(B) One certified copy of the 2022 California Building Code Chapter 1 Division II shall be kept on file in the office of the Building Official, and any and all references thereto are adopted as the Administrative Provisions to the codes adopted in Title 15 of the Corona Municipal Code for the City of Corona, unless otherwise provided, and subject to the changes contained in this chapter.

(C) Each and all of the regulations, provisions, penalties, conditions, and terms thereof are referred to, adopted, and made a part of this chapter as though fully set forth at length.

#### **15.02.030 Amendments – Generally.**

Designated sections of the 2022 California Building Code, Chapter 1 Division II are amended to read as set forth in Sections 15.02.040 through 15.02.200.

#### **15.02.040 Amendment – Section 101.1 Title.**

Section 101.1 is deleted in its entirety.**15.02.050 Amendment – Section 101.4 - Referenced codes.**

The first paragraph of Section 101.4 is amended to read as follows:

**“101.4 Referenced codes.** The other codes listed in section 101.4.1 through 101.4.12 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference as adopted and amended by Title 15 of the Corona Municipal Code. Structures, appurtenances, systems, devices, equipment, features, and facilities that are existing as of the date this section is adopted shall be maintained in accordance with the applicable codes and standards that were in effect at the time of permit application, or at the time of the initial construction, installation, or use if no permit was required. Alterations and repair work to structures, appurtenances, systems, devices, equipment, features, and facilities that are existing as of the date this section is adopted shall comply with the applicable laws, codes, and standards in effect at the time of such alteration or repair.”

Section 101.4.3 is amended to read as follows:

**“101.4.3 Plumbing.** The provisions of the California Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the California Plumbing Code, Appendix H, shall apply to private sewage disposal systems.”

Section 101.4 is amended by adding subsections 101.4.8, 101.4.9, 101.4.10, 101.4.11, and 101.4.12 to read as follows:

**“101.4.8 Residential.** The provisions of the California Residential Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal, and demolition of detached one and two family dwellings and townhomes not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height.

Exceptions:

1. Live/work units located in townhouses and complying with the requirements of Section 419 of the California Building Code shall be permitted to be constructed in accordance with the California Residential Code. Fire Suppression required by Section 419.5 of the California Building Code where constructed under the California Residential Code shall conform to Section R313.
2. Owner-occupied lodging houses with five or fewer guestrooms shall be permitted to be constructed in accordance with the California Residential Code where equipped with a fire sprinkler system in accordance with Section R313.

**101.4.9 Historical.** The provisions of the California Historical Building Code shall apply to the preservation, restoration, rehabilitation, relocation or reconstruction of buildings or properties designated as qualified historical buildings or properties.

**101.4.10 Green Building.** The provisions of the California Green Building Standards Code shall apply to the planning, design, operation, construction, use and occupancy of every newly constructed building.

**101.4.11 Housing.** The provisions of the California Housing Code shall apply to the use, occupancy, and maintenance of all buildings or portions thereof used, or designated or intended to be used, for human habitation.

**101.4.12 Electrical.** The provisions of the California Electrical Code shall apply to the installation, alteration, maintenance, and repair of electrical conductors, equipment, and raceways; signaling and communications conductors, equipment, and raceways; and optical fiber cables and raceways for those structures, premises, equipment, and installations as designated in that code.”

**15.02.060      Addition – Section 104.11 - Alternative materials.**

Section 104.11 is amended by adding the following subsection 104.11.5 thereto to read as follows:

**“104.11.5 Application for request to use alternative materials, design or methods of construction and equipment.** Requests for the use of alternative materials, design or methods of construction or equipment must be made on the City of Corona application form and an application fee must be paid at the time of request submittal. Applications shall be specific to a project address and approval for a specific project shall not constitute approval for use at any other locations.”

**15.02.070      Addition – Section 105.1 – Permits required.**

Section 105.1 is amended by adding the following subsection 105.1.3 thereto to read as follows:

**“105.1.3 Permits Required.** No person, firm or corporation shall erect, re-erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish any building or other structure in the city, without obtaining a valid building permit prior to commencement of any work. A Building permit is also required for the following specified items:

1. Retaining walls over two feet in height (measured from the top of the footing) and walls of any height if supporting a surcharge or any superimposed load other than the natural fill of level earth. Retaining walls are required for any unsupported excavation with vertical banks more than two feet high or unsupported excavations of any height if supporting a surcharge or any superimposed load other than the natural fill of level earth.
2. Fence or fences over three feet in height constructed or made of any material including, but not limited to, wood, plastic, metal, chain link, wrought iron, masonry, block, brick or stone)
3. A Building permit is also required for any sign which requires a Planning Division sign permit as specified in Chapter 17.74 of this code, except signs painted directly onto an existing building, or sign structure or sign board or the refacing of a previously approved sign canister with Plexiglas, flexible sign face or similar material provided no structural changes are made to the sign structure or canister.
4. Grading requirements and permits shall be as required by Chapter 15.36 of the Corona Municipal Code.”

**15.02.080      [Reserved].**

**15.02.090      Amendment – Section 105.2 – Exempt work.**

Section 105.2 is amended in its entirety to read as follows:

**“Work Exempt from Permit.** Exemptions from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of this code or any other laws or ordinances of this jurisdiction. A building permit shall not be required for the following:

**Building:**

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.
2. Fences not over three (3) feet high.
3. Oil derricks.
4. Retaining walls that are not over two (2) feet in height measured from the top of the footing to the top of the wall, unless supporting a surcharge or any superimposed load other than the natural fill of level earth or impounding Class I, II, or IIIA liquids.
5. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
6. Platforms, walks and driveways not more than 30 inches above adjacent grade, and not over any basement or story below and are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pool accessory to a Group R-3 Occupancy that are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family dwellings.
12. In Group R-3 and U occupancies, window awnings that do not project more than 54 inches from the exterior wall, when supported by an exterior wall and do not require additional support.
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.
14. Wood-framed decks accessory to single family dwellings where the deck is no greater than 200 square feet in area, with a walking surface that is not more than 30 inches above grade at any point, is not attached to a dwelling and does not serve as a required path of egress or accessible

path of travel. Decks located in a front yard setback shall comply with the requirements in Corona Municipal Code Chapter 17.64.

15. Historic markers no greater than 4 feet in height measured from the adjacent finish grade to the top of the structure placed pursuant to Chapter 17.63 of the Corona Municipal Code

**Electrical:**

1. Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

**Gas:**

1. Portable heating appliances

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

**Mechanical:**

1. Portable heating appliance.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Self-contained refrigeration system containing 10 pounds or less of refrigerant and actuated by motors of 1 horsepower or less.

### **Plumbing:**

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The installation of water-conserving plumbing fixtures as replacements for existing plumbing fixtures shall not, alone, require a permit or inspection from the Building Division. The replacement plumbing fixtures shall comply with Chapters 15.05 and 15.20 of this code.

### **Grading:**

1. Grading requirements and permits shall be as required by Chapter 15.36 of the Corona Municipal Code.”

#### **15.02.100 Amendment – Section 105.3.2 – Time limitation of application.**

Section 105.3.2 is amended in its entirety to read as follows:

**“105.3.2 Plan Check Expiration, Extension and Renewal.** An application for a plan check submitted for any proposed work shall be deemed to have been abandoned and the plan check application shall expire 180 days after the date of filing, unless such application has been pursued in good faith or a permit for such work has been issued; except that the building official is authorized to grant one or more extensions of time, for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated. Extensions will only be granted prior to the expiration of the plan check application. Extensions will not be approved until all applicable fees have been paid to the City.

Renewal: When a plan check application has expired, plans cannot be resubmitted prior to submitting a new application or renewing the plan check application. Requests to renew an expired plan check application shall be submitted to the Building Official, in writing, shall demonstrate justifiable cause and shall be subject to the approval of the Building Official. If approved by the Building Official the fee for the renewed plan check application shall be one half the amount required for a new plan check for such work, provided no major changes have been made in the original plans and specifications for such work that might constitute a new plan check and provided further that the plan check renewal application is submitted within one year of the date the plan check application, or extended plan check application, as applicable, expired. To renew a plan check application more than one year after the date the plan check application, or extended plan check application, as applicable, has expired, the applicant shall be required to pay a new full plan check fee.”

#### **15.02.110 Amendment – Section 105.5 –Expiration.**

Section 105.5 is amended in its entirety to read as follows:

**“Section 105.5 – Permit Expiration, Extension and Renewal.** Every permit issued shall become invalid and expire if the work on the site authorized by such permit is not commenced within 12 months after issuance of the permit, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and shall demonstrate justifiable cause for the requested extension. Extensions will only be granted prior to the expiration of the permit. Extensions will not be approved until all applicable fees have been paid to the City of Corona.

**Renewal:** When a permit has expired, work cannot be recommenced prior to renewing the permit or obtaining a new permit. Requests to renew an expired permit shall be submitted to the Building Official, in writing, shall demonstrate justifiable cause and shall be subject to the approval of the Building Official. If approved by the Building Official the fee for the renewed permit shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work and provided further that the request to renew the expired permit is submitted within one year of the date the permit, or extended permit, as applicable, has expired. To renew a permit more than one year after the permit has expired, the applicant shall be required to pay a new full permit fee.”

**15.02.120      Amendment – Section 105.6 – Suspension or Revocation.**

Section 105.6 is amended by adding the following paragraphs to the end of the section to read as follows:

“The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this code if construction noise is generated between the hours of 8:00 p.m. and 7:00 a.m., Monday through Saturday and 6:00 p.m. to 10:00 a.m. on Sundays and Federal Holidays. Construction noise is defined as noise which is disturbing, excessive, or offensive and constitutes a nuisance involving discomfort or annoyance to persons of normal sensitivity residing in the area, which is generated by the use of any tools, machinery or equipment used in connection with construction operations.

The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this code if dust is generated in excess of local, state or federal standards or conditions of project approval.”

**15.02.130      Amendment – Section 105.7 – Placement of permit.**

Section 105.7 is amended by adding the following to the end of the section to read as follows:

“The required permits and approved plans shall be maintained in good condition and be posted or otherwise made available such as to allow the building official to conveniently make the required entries regarding the inspection of work.”

**15.02.140      Addition – Section 105.8 - Transferability.**

Section 105 is amended by adding the following subsection 105.8 thereto to read as follows:

**“105.8 Transferability.** No permit issued pursuant to Title 15 of the Corona Municipal Code shall be transferable to any other person or apply to any location other than that stated in the permit.”

**15.02.150      Amendment – Section 109.4 – Work commencing before permit issuance.**

Section 109.4 is amended by adding the following paragraphs to the end of the section to read as follows:

“Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be determined by the currently adopted fee schedule and shall not be less than the actual costs as determined by the Building Official.”

**15.02.160      Amendment – Section 109.6 - Refunds.**

Section 109.6 is amended in its entirety to read as follows:

**“109.6 Refunds.** The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official may authorize refunding of not more than 80 percent of the permit inspection fee paid when no work has been started under a permit issued in accordance with this code.

The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee is paid is withdrawn or canceled before any plan reviewing is started.

The Building Official shall not authorize refunding of any fee paid except on a written request for refund submitted by the original applicant or original permittee not later than 180 days after the date of the fee payment.”

**15.02.170      Addition – Sections 110.3.3.1 and 110.3.6.1 - Inspections.**

Section 110.3 is amended by adding the following subsections 110.3.3.1 and 110.3.6.1 thereto to read as follows:

**“110.3.3.1. Roof Sheathing and Shear Inspection.** Roof sheathing and shear inspections shall be performed after roof sheathing and all structural shear panels or walls are in place and secured by nailing or other approved methods.

**110.3.6.1. Plaster Inspection.** Plaster inspections shall be performed after the application of the scratch coat.”

**15.02.180      Addition – Section 110.7 - Reinspection.**

Section 110 is amended by adding subsection 110.7 thereto to read as follows:

**“110.7 Reinspections.** A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections previously called for are not made. The amount of the fee shall be the minimum building inspection fee as set forth in the fee schedule adopted by the City Council.

This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

Reinspection fees may be assessed when the inspection record permit card is not posted or otherwise available on the work site, the approved plans are not readily available the inspector, for failure to provide access on the date for which the inspection is requested, or for deviating from the plans requiring the approval of the building official.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the City Council.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

Chapter 1.14 of the Corona Municipal Code shall also apply to Title 15.”

**15.02.190      Amendment – Section 111.2 – Certificate issued.**

Section 111.2 is amended by adding the following sentence at the beginning of the section to read as follows:

**“111.2 Certificate issued.** A Certificate of Occupancy shall not be issued until all applicable fees have been paid to the City of Corona.”

### **15.02.192 Amendment - Section 112.3 - Authority to disconnect service utilities.**

Section 112.3 is amended in its entirety to read as follows:

**“112.3 Authority to disconnect service utilities.** The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 as follows:

1. In case of emergency where necessary to eliminate an immediate hazard to life or property;  
or
2. Where such utility connection has been made without the approval required by Section 112.1 or 112.2; or
3. When a structure, building or property is in violation of Section 111; or
4. When the continued use of utilities creates or contributes to the existence of a public nuisance as defined in Corona Municipal Code Chapter 15.56; or
5. When the disconnection of utility service is required by a court ordered action to abate a public nuisance; or
6. When the approved duration for the temporary connection to utilities or temporary occupancy per sections 108, 111 or 112 has expired or been terminated, or the conditions of approval imposed in connection with the approval of such temporary connection or temporary occupancy have been violated.

The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. IF not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.”

### **15.02.195 Amendment – Section 113 – Board of appeals.**

Section 113 is amended in its entirety to read as follows:

#### **“SECTION 113 APPEALS PROCESS**

**113.1 General.** Orders, decisions or determinations made by the building official relative to the application and interpretation of this code may be appealed pursuant to the procedures set forth in Chapter 1.09 of this code.

**113.2 Limitations on authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing officer shall have no authority to waive requirements of this code.”

## **15.02.200 Violation – Penalty.**

(A) No person, firm, partnership, association or corporation shall violate any provisions of this chapter and any provisions of the codes, rules or regulations adopted in this Title 15 of the Corona Municipal Code.

(B) Any person, firm, partnership, association or corporation violating any of the provisions adopted in this title by reference, shall be guilty of an infraction, except where otherwise provided in this Title 15. Any person violating a stop work order issued pursuant to the 2022 California Building Code, Chapter 1 Division II Section 115, shall be guilty of a misdemeanor. Any person who continues to occupy or any person who enters a structure which has been posted “unsafe” by the Building Official pursuant to the 2022 California Building Code Section 116 or Corona Municipal Code Chapter 15.56, or any person who enters or occupies a structure which has been posted “Unsafe” or “Restricted Use” pursuant to Corona Municipal Code Chapter 15.54, shall be guilty of a misdemeanor.

(C) Every person, firm, association or corporation violating any of the provisions of this chapter or provisions of the codes, rules or regulations adopted in this chapter by reference is guilty of a separate offense for each day or portion thereof during which the violation continues and shall be punishable thereof as provided in Chapter 15.70 of this code.

(D) It is unlawful for any person, firm, partnership, corporation, association or joint venture, either as owner, architect, contractor, artisan or otherwise, to do or to cause or permit to be done any work, as described in the California Building Standards Code as adopted by reference in this Title 15 in such a manner that such work does not conform to all the provisions of this Title 15 and the provisions of said California Building Standards Code, as so adopted by reference.”

**SECTION 3.** Chapter 15.04 of the Corona Municipal Code is hereby amended in its entirety to read as follows:

### **"CHAPTER 15.04 BUILDING CODE**

#### **Sections:**

15.04.010	Title.
15.04.020	Code adoption.
15.04.030	Administration – Generally.
15.04.040	Amendments – Generally.
15.04.050	Amendment – Chapter I Division II.
15.04.060	Amendment – Section 502.1 – Address identification.
15.04.070	[Reserved]
15.04.080	[Reserved]
15.04.090	[Reserved]
15.04.100	Amendment-Section 904.3.5- Monitoring.
15.04.110	[Reserved]
15.04.120	Addition – Section 1505- Roof coverings.

15.04.130	Reserved.
15.04.140	Reserved.
15.04.150	Addition – Section 3109.1.1 - Residential swimming pools.
15.04.155	Amendment- Chapter 35 Referenced Standards-NFPA.
15.04.157	Amendment – Appendix H - Signs
15.04.160	Violation – Penalty.

#### **15.04.010 Title.**

This chapter shall be cited as the Building Code of the City of Corona and any reference in the city's municipal code or any chapter thereof to the California Building Code, or other building code, refers and applies to this chapter.

#### **15.04.020 Code adoption.**

(A) Subject to the particular additions, amendments and deletions set forth in this chapter, all the rules, regulations, provisions and conditions set forth in that certain document being marked and designated as 2022 California Building Code, Volumes 1 and 2, California Code of Regulations Title 24, Part 2, including Appendices H and I, and including any supplements, errata, and revisions made thereto, are hereby adopted as the Building Code of the City of Corona.

(1) Chapter 1 Division II as adopted and amended in Chapter 15.02 of the Corona Municipal Code.

(2) Appendices A, B, C, D, E, F, G, J, K, L, M, N, O, and P are not adopted.

(B) Grading requirements and permits shall be as required by Chapter 15.36 of the Corona Municipal Code.

(C) One certified copy of the 2022 California Building Code shall be kept on file in the office of the Building Official of the City of Corona, and any and all references thereto, are adopted as the Building Code of the City of Corona, subject to the changes contained in this chapter. Each and all of the regulations, provisions, penalties, conditions and terms thereof are referred to, adopted and made a part of this chapter, as though fully set forth at length.

#### **15.04.030 Administration – Generally.**

The administrative procedures as adopted in Chapter 15.02 of the Corona Municipal Code shall apply to this chapter.

#### **15.04.040 Amendments – Generally.**

Designated sections of the 2019 California Building Code are amended to read as set forth in Sections 15.04.050 through 15.04.157.

**15.04.050      Amendment – Chapter I Division II.**

Chapter I Division II of the 2022 California Building Code is adopted as amended in Corona Municipal Code Chapter 15.02.

**15.04.060      Amendment – Section 502.1 – Address identification.**

Section 502.1 is amended by adding the following to the end of the section:

“Address numbers shall be illuminated during all hours of darkness. Number, size, location and means of illumination shall comply with the Corona Fire Prevention Standard for premises identification unless an alternative means or method is approved by the fire code official. Address numbers shall be continuously maintained to comply with this section.”

**15.04.070      [Reserved].**

**15.04.080      [Reserved].**

**15.04.090      [Reserved].**

**15.04.100      Amendment – Section - 904.3.5 Monitoring.**

Section 904.3.5 is amended in its entirety to read as follows:

“**904.3.5 Monitoring.** Where a building fire alarm or monitoring system is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm or monitoring system in accordance with NFPA 72.”

**15.04.110      [Reserved].**

**15.04.120      Addition – Section 1505 – Roof coverings.**

Section 1505 is amended by adding the following subsection 1505.1.4 thereto as follows:

“**1505.1.4 Class A roof covering requirement.** Notwithstanding any other provision of this Building Code and Appendices to the contrary, Class A roof covering, as defined in Chapter 15 of the 2019 California Building Code, shall be applied:

1. To any building hereinafter constructed.
2. To any re-roofing of existing buildings, when fifty percent (50%) or more of the existing roof is replaced or overlaid within a 1 year period.
3. To any room additions where the aggregate area of the new roof exceeds fifty percent (50%) of the aggregate area of the existing roof.”

**15.04.130 [Reserved.]**

**15.04.140 [Reserved.]**

**15.04.150 Addition – Section 3109.1.1 - Residential swimming pools.**

Section 3109.1 is amended by adding the following subsection 3109.1.1 to read as follows:

**“3109.1.1 Existing pools.** The legal use of a swimming pool existing before the effective date of this chapter may continue, provided that the swimming pool is provided with an adequate barrier, as reasonably determined by the Building Official consistent with this chapter, and provided that the swimming pool, and/or the use thereof, does not create a safety hazard.”

**15.04.155 Amendment- Chapter 35 Referenced Standards.**

**“Chapter 35 – Referenced Standards** is adopted in its entirety with the following amendments:

**NFPA 13, 2022 Edition, Installation of Sprinkler Systems** is hereby amended as follows:

**Section 6.12.3.3 is hereby amended to read as follows:**

**16.12.3.3** Fire Department connections (FDC) shall be of an approved type. The FDC shall contain a minimum of two 2 ½” inlets. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of inlets shall be approved by the fire code official. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler design density requires 500 gpm (including hose stream demand) or greater, or a standpipe system is included, two 2 ½” inlets and one 4” swivel female NST inlet shall be provided. FDC inlets shall be equipped with check valves.

**Section 9.4.3 is hereby amended to read as follows:**

**9.4.3.** When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted.

Sprinklers in light hazard occupancies shall be one of the following:

- (1) Quick-response type as defined in Section 3.6.4.8
- (2) Residential sprinklers in accordance with the requirements of Section 8.4.5
- (3) Standard spray sprinklers used for modifications or additions to existing light hazard systems equipped with standard spray sprinklers
- (4) Standard spray sprinklers used where individual standard spray sprinklers are replaced in existing light hazard systems

**Section 16.12.5.7 is hereby amended to read as follows:**

**16.12.5.7** Fire department connections shall be on the street side of buildings and shall be located and arranged so that they are immediately adjacent to the approved fire department access road. Fire department connections shall be located such that hose lines can be readily and conveniently attached to the inlets without interference from nearby objects, including but not limited to, buildings, fences, posts, vegetation or other fire department connections.

**Section 19.1.1.2 is hereby added to read as follows:**

**19.1.1.2 Undetermined Use Design Requirements.** When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2(a) curve “G”. Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new occupancy.

**NFPA 13D 2022 Edition Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes** is hereby amended as follows:

**Section 4.1.4 is hereby added to read as follows:**

**4.1.4 Stock of Spare Sprinklers**

**4.1.4.1** A supply of at least two sprinklers of each type shall be maintained on the premises so that any sprinklers that are not functioning or have been damaged in any way can be promptly replaced.

**4.1.4.2** The spare sprinklers shall be the same types and temperature ratings as installed in the dwelling.

**4.1.4.3** The sprinklers shall be kept in a cabinet located where the temperature to which they are subjected will at no time exceed 100°F.

**4.1.4.4** A special sprinkler wrench shall be provided and kept in the spare head cabinet to be used in the removal and installation of sprinklers. One sprinkler wrench shall be provided for each type of sprinkler installed.

**Section 7.3 Pressure Gauges is amended to add the following Subsection 7.3.4 to read as follows:**

**7.3.4 Pressure Gauges.** At least one water pressure gauge shall be installed on the riser assembly.

**Section 7.6 Alarms is hereby amended in its entirety to read as follows:**

**7.6 Alarms.** Exterior alarm indicating device shall be listed for outside service and audible from the street from which the house is addressed. Exterior audible devices shall be placed on the front or side of the structure and the location subject to approval by the fire code official. Additional interior alarm devices shall be required to provide audibility throughout the structure and shall be powered from an uninterruptible circuit service normally servicing other appliances in the residence.

Exceptions:

1. When an approved water flow monitoring system is installed, interior audible devices may be powered through the fire alarm control panel.
2. When single- or multiple-station smoke alarms specified in CBC 907.2.11 are used to sound an alarm upon waterflow switch activation.”

**15.04.157 Amendment - Appendix H - Signs**

Section H101.2 of Appendix H is amended in its entirety to read as follows:

**“H101.2 Permits required.** A building permit is required for any sign which requires a sign permit as specified in Chapter 17.74 of the Corona Municipal Code, except signs painted directly onto an existing building, sign structure, or sign board; or the refacing of a previously approved sign canister with Plexiglas, flexible sign face or similar material provided no structural changes are made to the sign structure or canister.”

**15.04.160 Violation- Penalty.**

The violation and penalties for Chapter 15.04 shall be as adopted in Chapter 15.02 and 15.70 of the Corona Municipal Code.”

**SECTION 4.** Chapter 15.05 of Title 15 of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**"Chapter 15.05  
GREEN BUILDING CODE**

Sections:

- |           |                           |
|-----------|---------------------------|
| 15.05.010 | Title.                    |
| 15.05.020 | Code adoption.            |
| 15.05.030 | Administration-Generally. |
| 15.05.040 | Violation – Penalty.      |

**15.05.010 Title.**

This chapter shall be cited as the Green Building Code of the City of Corona and any reference in the city's municipal code or any chapter thereof to the California Green Building Standards Code, Cal Green, or other green building code, refers and applies to this chapter.

**15.05.020 Code adoption.**

(A) Subject to the particular additions, amendments and deletions set forth in this chapter, all the rules, regulations, provisions and conditions set forth in that certain document being marked and designated as 2022 California Green Building Standards Code, California Code of Regulations Title 24, Part 11, Chapters 1 through 8, not including the appendices, and including any supplements, errata, and revisions made thereto, are hereby adopted as the Green Building Code of the City of Corona. (1) Appendices A4, A5, and A6.1 are not adopted as part of this code.

(B) One certified copy of the 2022 California Green Building Standards Code shall be kept on file in the office of the Building Official of the City of Corona, and any and all references thereto, are adopted as the Green Building Code of the City of Corona, subject to the changes contained in this chapter. Each and all of the regulations, provisions, penalties, conditions and terms thereof are referred to, adopted and made a part of this chapter, as though fully set forth at length.

**15.05.030 Administration – Generally.**

The administrative procedures as adopted in Chapter 15.02 of the Corona Municipal Code shall apply to this chapter.

**15.05.040 Violation- Penalty.**

The violation and penalties for Chapter 15.05 shall be as adopted in Chapter 15.02 and 15.70 of the Corona Municipal Code.”

**SECTION 5.** Chapter 15.07 of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**"Chapter 15.07  
RESIDENTIAL CODE**

Sections:

15.07.010	Title.
15.07.020	Code adoption.
15.07.030	Administration - Generally.
15.07.040	Amendments – Generally.
15.07.050	[Reserved]
15.07.060	Amendment - Section R319.1- Address identification.
15.07.070	Addition - Section R902.1.4 - Roof covering materials.
15.07.080	[Reserved]
15.07.090	Amendment-Chapter 44 Referenced Standards.
15.07.100	Violation – Penalty.

**15.07.010 Title.**

This chapter shall be cited as the Residential Code of the City of Corona and any reference in the city's municipal code or any chapter thereof to the California Residential Code, or other residential code, refers and applies to this chapter.

**15.07.020 Code adoption.**

(A) Subject to the particular additions, amendments and deletions set forth in this chapter, all the rules, regulations, provisions and conditions set forth in that certain document being marked and designated as 2022 California Residential Code, California Code of Regulations Title 24, Part 2.5, including Appendix AH, and including any supplements, errata, and revisions made thereto, is hereby adopted as the Residential Code of the City of Corona.

(1) Chapter 1 Division II is not adopted.

(2) Appendices AA, AB, AC, AD, AE, AF, AG, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, and AZ are not adopted as part of this code.

(B) One certified copy of the 2022 California Residential Code shall be kept on file in the office of the Building Official of the City of Corona, and any and all references thereto, are adopted as the Residential Code of the City of Corona, subject to the changes contained in this chapter. Each and all of the regulations, provisions, penalties, conditions and terms thereof are referred to, adopted and made a part of this chapter, as though fully set forth at length.

**15.07.030 Administration – Generally.**

The administrative procedures as adopted in Chapter 15.02 of the Corona Municipal Code shall apply to this chapter.

**15.07.040 Amendments – Generally.**

Designated sections of the 2022 California Residential Code are amended to read as set forth in Sections 15.07.050 through 15.04.090.

**15.07.050 [Reserved].**

**15.07.060 Amendment - Section R319.1 Address identification.**

Section R319.1 is amended by adding the following to the end of the section:

“Address numbers shall be illuminated during all hours of darkness. Number, size, location and means of illumination shall comply with the Corona Fire Prevention Standard for premises identification unless an alternative means or method is approved by the fire code official. Address numbers shall be continuously maintained to comply with this section.”

**15.07.070      Addition – Section R902.1.4 – Roof covering materials.**

Section R902.1 is amended by adding the following subsection R902.1.4 to read as follows:

**“R902.1.4 Class A roof covering requirement.** Notwithstanding any other provision of this Building Code and Appendices to the contrary, Class A roof covering, as defined in Chapter 15 of the 2019 California Building Code, shall be applied:

1. To any building hereinafter constructed.
2. To any re-roofing of existing buildings, when fifty percent (50%) or more of the existing roof is replaced or overlaid within a 1 year period.
3. To any room additions where the aggregate area of the new roof exceeds fifty percent (50%) of the aggregate area of the existing roof.”

**15.07.080      [Reserved].**

**15.07.090      Amendment- Chapter 44 Referenced Standards.**

**“Chapter 44 – Referenced Standards** is adopted in its entirety with the following amendments:

**NFPA 13, 2022 Edition, Installation of Sprinkler Systems** is hereby amended to read as follows:

**Section 16.12.3.3 is hereby amended to read as follows:**

**16.12.3.3** Fire Department connections (*FDC*) shall be of an approved type. The FDC shall contain a minimum of two 2 ½” inlets. The location shall be approved by the fire code official and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of inlets shall be approved by the fire code official. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler design density requires 500 gpm (including hose stream demand) or greater, or a standpipe system is included, two 2 ½” inlets and one 4” swivel female NST inlet shall be provided. FDC inlets must be equipped with check valves.

**Section 9.4.3 is hereby amended to read as follows:**

**9.4.3 .** When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted.

Sprinklers in light hazard occupancies shall be one of the following:

- (1) Quick-response type as defined in Section 3.6.4.8
- (2) Residential sprinklers in accordance with the requirements of Section 8.4.5
- (3) Standard spray sprinklers used for modifications or additions to existing light hazard systems equipped with standard spray sprinklers

- (4) Standard spray sprinklers used where individual standard spray sprinklers are replaced in existing light hazard systems

**Section 16.12.5.7. is hereby amended to read as follows:**

**16.12.5.7** Fire department connections shall be on the street side of buildings and shall be located and arranged so that they are immediately adjacent to the approved fire department access road. Fire department connections shall be located such that hose lines can be readily and conveniently attached to the inlets without interference from nearby objects, including but not limited to, buildings, fences, posts, vegetation or other fire department connections.

**Section 19.1.1.2 is hereby added to read as follows:**

**19.1.1.2 Undetermined Use Design Requirements.** When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2(a) curve “G”. Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new occupancy.

**NFPA 13D 2022 Edition Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes** is hereby amended as follows:

**Section 4.1.4 is hereby added to read as follows:**

**4.1.4 Stock of Spare Sprinklers**

**4.1.4.1** A supply of at least two sprinklers of each type shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

**4.1.4.2** The spare sprinklers shall be the same types and temperature ratings as installed in the dwelling.

**4.1.4.3** The sprinklers shall be kept in a cabinet located where the temperature to which they are subjected will at no time exceed 100°F.

**4.1.4.4** A special sprinkler wrench shall be provided and kept in the spare head cabinet to be used in the removal and installation of sprinklers. One sprinkler wrench shall be provided for each type of sprinkler installed.

**Section 7.3 Pressure Gauges is amended to add the following Subsection 7.3.4 to read as follows:**

**7.3.4 Pressure Gauges** At least one water pressure gauge shall be installed on the riser assembly.

**Section 7.6 Alarms is hereby amended its entirety to read as follows:**

**7.6 Alarms.** Exterior alarm indicating device shall be listed for outside service and audible from the street from which the house is addressed. Exterior audible devices shall be placed on the front or side of the structure and the location subject to approval by the fire code official. Additional interior alarm devices shall be required to provide audibility throughout the structure and shall be powered from an uninterruptible circuit serving normally operated appliances in the residence.

Exception:

1. When an approved water flow monitoring system is installed, interior audible devices may be powered through the fire alarm control panel.
2. When single or multiple station smoke alarms specified in CBC 907.2.11 are used to sound an alarm upon water flow switch activation.”

**15.07.100 Violation- Penalty.**

The violation and penalties for Chapter 15.07 shall be as adopted in Chapter 15.02 and 15.70 of the Corona Municipal Code.”

**SECTION 6.** Chapter 15.08 of Title 15 of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**"Chapter 15.08  
MECHANICAL CODE**

Sections:

15.08.010	Title.
15.08.020	Code adoption.
15.08.030	Administration.
15.08.040	[Reserved]
15.08.050	Violation – Penalty.

**15.08.010 Title.**

This chapter shall be cited as the Mechanical Code of the City of Corona and any reference in the city's municipal code or any chapter thereof to the California Mechanical Code, or other mechanical code, refers and applies to this chapter.

**15.08.020 Code adoption.**

(A) Subject to the particular additions, amendments and deletions set forth in this chapter, all the rules, regulations, provisions and conditions set forth in that certain document being marked and designated as the 2022 California Mechanical Code, California Code of Regulations Title 24, Part 4, including any supplements, errata, and revisions made thereto, are hereby adopted as the Mechanical Code of the City of Corona.

(1) Chapter 1 Division II is not adopted as part of this code.

(2) Appendices A, B, C, D, E, F, G, and H are not adopted as part of this code.

(B) One certified copy of the 2022 California Mechanical Code is on file in the office of the Building Official, and any and all references thereto, are adopted as the Mechanical Code of the City of Corona, and each and all the regulations, provisions, penalties, conditions and terms thereof are referred to, adopted and made a part of this chapter, as though fully set forth at length.

**15.08.030 Administration.**

The administrative procedures as adopted in Chapter 15.02 of the Corona Municipal Code shall apply to this chapter.

**15.08.040 [Reserved].**

**15.08.050 Violation – Penalty.**

The violation and penalties for Chapter 15.08 shall be as adopted in Chapter 15.02 and 15.70 of the Corona Municipal Code.”

**SECTION 7.** Chapter 15.09 is hereby added to Title 15 of the Corona Municipal Code to read in its entirety as follows:

**"Chapter 15.09  
ENERGY CODE**

Sections:

15.09.010	Title.
15.09.020	Code adoption.
15.09.030	Administration-Generally.
15.09.040	Violation – Penalty.

**15.09.010 Title.**

This chapter shall be cited as the Energy Code of the City of Corona and any reference in the city's municipal code or any chapter thereof to the California Energy Code, Title 24 Energy Code or other energy code, refers and applies to this chapter.

**15.09.020 Code adoption.**

(A) Subject to the particular additions, amendments and deletions set forth in this chapter, all the rules, regulations, provisions and conditions set forth in that certain document being marked and designated as 2022 California Energy Code, California Code of Regulations Title 24, Part 6, including any supplements, errata, and revisions made thereto, are hereby adopted as the Energy Code of the City of Corona. (B) One certified copy of the 2022 California Energy Code shall be kept on file in the office of the Building Official of the City of Corona, and any and all references thereto, are adopted as the Energy Code of the City of Corona, subject to the changes contained in this chapter. Each and all of the regulations, provisions, penalties, conditions and terms thereof are referred to, adopted and made a part of this chapter, as though fully set forth at length.

**15.09.030 Administration – Generally.**

The administrative procedures as adopted in Chapter 15.02 of the Corona Municipal Code shall apply to this chapter.

**15.09.040 Violation- Penalty.**

The violation and penalties for Chapter 15.09 shall be as adopted in Chapter 15.02 and 15.70 of the Corona Municipal Code.”

**SECTION 8.** Chapter 15.10 is hereby added to Title 15 of the Corona Municipal Code to read in its entirety as follows:

**"Chapter 15.10  
HISTORICAL BUILDING CODE**

Sections:

15.10.010	Title.
15.10.020	Code adoption.
15.10.030	Administration-Generally.
15.10.040	Violation – Penalty.

**15.10.010 Title.**

This chapter shall be cited as the Historical Building Code of the City of Corona and any reference in the city's municipal code or any chapter thereof to the California Historical Building Code, or other historic building code, refers and applies to this chapter.

**15.10.020 Code adoption.**

(A) Subject to the particular additions, amendments and deletions set forth in this chapter, all the rules, regulations, provisions and conditions set forth in that certain document being marked and designated as 2022 California Historical Building Code, California Code of Regulations Title 24, Part 8, including any supplements, errata, and revisions made thereto, are hereby adopted as the Historical Building Code of the City of Corona.

(B) One certified copy of the 2022 California Historical Building Code shall be kept on file in the office of the Building Official of the City of Corona, and any and all references thereto, are adopted as the Historical Building Code of the City of Corona, subject to the changes contained in this chapter. Each and all of the regulations, provisions, penalties, conditions and terms thereof are referred to, adopted and made a part of this chapter, as though fully set forth at length.

**15.10.030 Administration – Generally.**

The administrative procedures as adopted in Chapter 15.02 of the Corona Municipal Code shall apply to this chapter.

**15.10.040 Violation- Penalty.**

The violation and penalties for Chapter 15.10 shall be as adopted in Chapter 15.02 and 15.70 of the Corona Municipal Code.”

**SECTION 9.** Chapter 15.11 is hereby added to Title 15 of the Corona Municipal Code to read in its entirety as follows:

**"Chapter 15.11  
EXISTING BUILDING CODE**

Sections:

15.11.010	Title.
15.11.020	Code adoption.
15.11.030	Administration-Generally.
15.11.040	Violation – Penalty.

**15.11.010 Title.**

This chapter shall be cited as the Existing Building Code of the City of Corona and any reference in the city's municipal code or any chapter thereof to the California Existing Building Code, or other existing building code, refers and applies to this chapter.

**15.11.020 Code adoption.**

(A) Subject to the particular additions, amendments and deletions set forth in this chapter, all the rules, regulations, provisions and conditions set forth in that certain document being marked and designated as 2022 California Existing Building Code, California Code of Regulations Title 24, Part 10, including any supplements, errata, and revisions made thereto, excluding the chapters referenced below, are hereby adopted as the Existing Building Code of the City of Corona.

- (1) Chapter 1 Division II is not adopted as part of this code.
- (2) Chapters 6 through 13 are not adopted as part of this code.
- (3) Appendix Chapters A4, C1, C2, C3, and Appendices B and D are not adopted as part of this code.
- (4) Appendix Chapters A1, A2, A3, and A5 are adopted as part of this code.
- (5) Resource Chapter A is not adopted as part of this code.

(B) One certified copy of the 2022 California Existing Building Code shall be kept on file in the office of the Building Official of the City of Corona, and any and all references thereto, are adopted as the Existing Building Code of the City of Corona, subject to the changes contained in this chapter. Each and all of the regulations, provisions, penalties, conditions and terms thereof are referred to, adopted and made a part of this chapter, as though fully set forth at length.

#### **15.11.030 Administration – Generally.**

The administrative procedures as adopted in Chapter 15.02 of the Corona Municipal Code shall apply to this chapter.

#### **15.11.040 Violation- Penalty.**

The violation and penalties for Chapter 15.11 shall be as adopted in Chapter 15.02 and 15.70 of the Corona Municipal Code.”

**SECTION 10.** Chapter 15.12 of Title 15 of Corona Municipal Code is hereby amended in its entirety to read as follows:

**" CHAPTER 15.12  
FIRE CODE**

Sections

- 15.12.010 Title.
- 15.12.020 Code adoption.
- 15.12.030 Amendments - Generally.
- 15.12.040 Amendment - Section 104.2.1 - Plan review fees.
- 15.12.050 Amendment - Section 105.6 - Required operational permits.
- 15.12.060 Amendment - Section 112.4 - Violation penalties.
- 15.12.070 Addition - Section 112.4.2 - Restitution.
- 15.12.080 Amendment - Section 202 - Definitions.
- 15.12.090 Addition - Section 304.1.2 - Vegetations.
- 15.12.100 Addition - Section 305.6 - Hazardous Conditions.
- 15.12.110 Addition - Section 307.6 - Outdoor fireplaces, fire pits, fire rings, and similar devices used at Group R occupancies.
- 15.12.120 Addition - Section 307.7 - Outdoor fires.
- 15.12.130 Amendment - Section 308.1.6.3 - Sky lanterns.
- 15.12.140 Added - Section 324 - Fuel modification requirements for new construction.
- 15.12.150 Added - Section 325 - Clearance of brush or vegetation growth from roadways.
- 15.12.160 Added - Section 326 - Unusual circumstances.
- 15.12.170 Added - Section 327 - Restricted entry.
- 15.12.180 Amendment - Section 503.2.1 - Dimensions.
- 15.12.190 Amendment - Section 503.2.4 - Turning radius.
- 15.12.200 Addition - Section 503.7 - Two points of access.
- 15.12.210 Amendment - Section 505.1 - Address identification.
- 15.12.220 Amendment - Section 507.5.1 - Hydrant locations.
- 15.12.230 Amendment - Section 507.5.5 - Clear space around exterior-fire protection equipment.
- 15.12.240 Addition - Section 507.5.7 - Fire hydrant size and outlets.
- 15.12.250 Amendment - Section 510.1 - Emergency responder radio coverage in new buildings.
- 15.12.260 Amendment - Section 510.4.1.3 - System performance.
- 15.12.270 Addition - Section 710 - Eave protection.
- 15.12.280 Addition - Section 903.3.5.3 - Hydraulically calculated systems.
- 15.12.290 Amendment - Section 904.3.5 - Monitoring.
- 15.12.300 Added - Section 1201.1.1 - Other systems.
- 15.12.310 Amendment - Section 4907.3 - Requirements.
- 15.12.320 Addition - Section 4911 - Fuel modification for new construction.
- 15.12.330 Amendment - Section 5001.5.2 - Hazardous materials inventory statement (HMIS).
- 15.12.340 Addition - Section 5608.2 - Firing.
- 15.12.350 Amendment - Chapter 80 - Reference standards.
- 15.12.360 Amendment - Section B105.1 of Appendix B - One- and two-family dwellings.

- 15.12.370 Amendment - Section B105.2 of Appendix B - Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses.
- 15.12.380 Amendment - Table B105.1(1), B105.1(2) and B105.2 of Appendix B - Minimum required fire flow and flow duration for buildings.
- 15.12.390 Amendment - Table C102.1 of Appendix C - Number and distribution of fire hydrants.
- 15.12.400 Violation - Penalty.

#### **15.12.010 Title.**

This chapter shall be cited as the Fire Code of the City of Corona and any reference in the city's municipal code or any chapter thereof to the California Fire Code, or other fire code, refers and applies to this chapter.

#### **15.12.020 Code adoption.**

(A) Subject to the particular additions, amendments and deletions set forth in this chapter, all the rules, regulations, provisions and conditions set forth in that certain document being marked and designated as the 2022 California Fire Code, and that certain document being marked and designated as the 2021 International Fire Code, with errata, and including the following appendices, are hereby adopted as the Fire Code for the City of Corona:

- (1) Appendix Chapter 4.
- (2) Appendices B, C, E, F, G & O.
- (3) Appendices A, BB, CC, D, H, I, J, K, L, M, N, and P are not adopted.

(4) In addition, Chapter 3 and Sections 403.11, 503, 510, 1103.2 and 5707, which were excluded in the 2022 California Fire Code, are hereby adopted and included in the Fire Code for the City of Corona.

(B) One certified copy of each of the 2022 California Fire Code and 2021 International Fire Code are on file in the office of the Building Official, and any and all references thereto, are adopted as the Fire Code and each and all of the regulations, provisions, penalties, conditions and terms thereof are referred to, adopted and made a part of this chapter, as though fully set forth at length.

#### **15.12.030 Amendments - Generally.**

Designated sections of the California Fire Code are amended to read as set forth in sections 15.12.040 through 15.12.390.

#### **15.12.040 Amendment - Section 104.2.1 - Plan review fees.**

Subsection 104.2.1 is added to read as follows:

"104.2.1 Plan Review Fees. When it is determined by the fire code official that plans submitted require a full plan review and such plans are received independent of the architectural plans, a fee

shall be collected. The fee shall be based on 100% of the cost of service, based on the fee schedule adopted by the City Council."

#### **15.12.050 Amendment - Section 105.5 - Required operational permits.**

Section 105.5 is amended by deleting subsections 105.5.17 and 105.5.41 in their entirety and adding subsection 105.5.22.1 to read as follows:

"105.5.22.1 **Hazardous Materials for Special Events.** One operational permit is required and will cover special events where one or more of the following hazardous materials is stored, transported on site, dispensed, used or handled in excess of the amounts listed in Section 105: 1 liquid petroleum gas, compressed gases and flammable and combustible liquids."

#### **15.12.060 Amendment - Section 112.4 - Violation penalties.**

Section 112.4 is amended in its entirety to read as follows:

"112.4 Violation Penalties. Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of either a misdemeanor, infraction or both as prescribed in Section 112.4.2.1 and 112.4.2.2. Each day that a violation continues after due notice has been served shall be deemed a separate offense."

#### **15.12.070 Addition - Section 112.4.2 - Restitution.**

Section 112.4.2 is added to read as follows:

"Restitution. In addition to any other penalties or provisions for restitution that may be provided for by the law, the expense of securing any emergency which is a result of a violation of this code or any other code, ordinance or State law, is a charge against the person whose violation caused the emergency. Expenses incurred for securing such emergency shall constitute a debt of such person and is collectible by the code official in the same manner as in the case of an obligation under contract, expressed or implied."

112.4.2.1 Infraction. Except as provided in Section 112.4.2.2, persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction.

112.4.2.2 Misdemeanor. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the fire code official or a duly authorized representative, or who violate the following sections of this code, shall be guilty of a misdemeanor:

104.12.2 Obstructing operations

104.12.3 Systems and Devices

109.6 Overcrowding

112.3.2 Compliance with Orders, Notices and Tags

113.4 Failure to Comply

- 305.4 Deliberate or negligent burning
- 308.1.2 Throwing or placing sources of ignition
- 310.7 Burning Objects
- 3107.4 Open or exposed flames”

#### **15.12.080 Amendment - Section 202 - Definitions.**

Section 202 General Definitions is amended by adding thereto the following definitions:

"All Weather Driving Surface. An all weather driving surface is a concrete or asphalt covering over base material and a roadbed compacted to ninety-five percent, and of sufficient thickness to support heavy fire apparatus (approximately 75,000 gross vehicle weight) with a grade of no more than ten percent (10%) and a minimum width of twenty-eight (28) feet, unless approval for a lesser amount is obtained from the Fire code official."

"Spark Arrester. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Preventing the emission of flammable debris from combustion sources, such as internal combustion engines, fireplaces, and wood burning stoves.”

#### **15.12.090 Amendment - Section 304.1.2 - Vegetations.**

Section 304.1.2 Vegetation is amended in its entirety to read as follows:

"304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49 and the City of Corona Vegetation Management Guidelines, which the fire code official is hereby authorized to develop and implement."

#### **15.12.100 Addition - Section 305.6 - Hazardous Conditions.**

Section 305.6 is hereby added to read as follows:

"305.6 Hazardous conditions. Outdoor fires burning wood or other solid fuel otherwise permitted by Sections 307.6 and 307.7 are prohibited when any of the following conditions apply:

1. When sustained winds exceeding 8 MPH are predicted, as determined by the fire code official based upon reasonable and verifiable data.
2. When the relative humidity is less than 25%.
3. When a red flag condition has been declared by the fire code official.

4. When otherwise prohibited by the fire code official after the posting of notice of such prohibition at City Hall in a location that is freely accessible to members of the public, on the City's website and any other locations or social media sites that the fire code official determines are necessary or appropriate.

Outdoor fires using any fuel type are prohibited when sustained winds exceeding 20 MPH are predicted, as determined by the fire code official based upon reasonable and verifiable data, or when such fires present a hazard as determined by the fire code official.”

**15.12.110 Addition - Section 307.6 - Outdoor fireplaces, fire pits, fire rings and similar devices used at Group R occupancies.**

Section 307.6 is hereby added to read as follows:

"307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and portable devices intended solely for cooking.

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices that are fueled by natural gas or liquefied-petroleum gas and designed to only burn a gas flame and not wood or other solid fuel are allowed when approved by the Building Division. At R-3 occupancies, combustible construction material and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the outdoor fireplace, fire pit or similar device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent hood and vent that has been approved by the Building Division is installed, combustible construction material may encroach upon this column between the bottom of the hood and the vent opening. All chimneys or vents installed in outdoor fireplaces, fire pits and similar devices shall have a spark arrester as defined in Section 202.

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Permanent outdoor fireplaces designed to burn wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction material and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have a spark arrester.

The burning of wood or other solid fuel in a device is prohibited within 25 feet of combustible structures unless contained within an approved permanent fireplace. Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a spark arrester that are located at least 3 feet from combustible construction at R-3 occupancies.
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, that are located at least 15 feet from combustible structures at all other R occupancies.

307.6.2.1 Where prohibited. The burning of wood and other solid fuels is prohibited within a fuel modification zone, Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone.
2. Where determined by the fire code official that the location or design of the device does not reasonably present a risk of a wildfire."

**15.12.120 Added - Section 307.7 - Outdoor fires.**

Section 307.7 is hereby added to read as follows:

"No person shall kindle, build, light or maintain, or authorize to be kindled, built or maintained, a fire in any place other than facilities specifically designed and built for that purpose. Any fire that is built, lit, kindled or maintained pursuant to this section shall comply with all applicable permits and other regulations of air pollution control authorities and all other laws, rules and regulations. Except as provided in Section 307.6 for Group R occupancies, the use of flammable or combustible liquids (except for approved charcoal lighter fluid) are strictly prohibited. Fires shall be attended by persons over twenty-one (21) years of age at all times until extinguished. A portable fire extinguisher or other approved equipment or method of extinguishing the fire shall be available for immediate use. Fires shall be fully extinguished before vacating the area."

**15.12.130 Amendment - Section 308.1.6.3 - Sky lanterns.**

Section 308.1.6.3 is hereby amended in its entirety to read as follows:

"308.1.6.3 Sky lanterns. A person shall not ignite, release, or cause to be released a sky lantern."

**15.12.140 Added - Section 324 - Fuel modification requirements for new construction.**

Section 324 is hereby added to read as follows:

"324 Fuel modification requirements for new construction. All new structures and facilities proposed to be constructed adjacent to land containing hazardous combustible vegetation, as determined by the fire code official, shall be reviewed in accordance with and shall be subject to the requirements of the City of Corona Vegetation Management Guidelines

**15.12.150 Added - Section 325 - Clearance of brush or vegetation growth from roadways.**

Section 325 is hereby added to read as follows:

"325 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement of the required clearance area shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire."

**15.12.160 Added - Section 326 - Unusual circumstances.**

Section 326 is hereby added to read as follows:

"326 Unusual circumstances. The fire code official may suspend enforcement of the City of Corona Vegetation Management Guidelines, and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical."

**15.12.170 Added - Section 327 - Restricted Entry.**

Section 327 is hereby added to read as follows:

"327 Restricted entry. The fire code official shall determine and publicly announce when hazardous fire areas shall be closed to entry and when such areas shall again be opened to entry. Entry or presence on hazardous fire areas that have been closed pursuant to this section is prohibited.

Exceptions:

1. Residents and owners of private property within hazardous fire areas and their invitees and guests going to or being upon their lands.
2. Entry, in the course of duty, by peace or police officers, and other duly authorized public officers, members of a fire department and members of the United States Forest Service.

**15.12.180 Amendment - Section 503.2.1 Dimensions.**

Section 503.2.1 is amended in its entirety to read as follows:

"503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 28 feet (85,344mm) exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 15 feet (4,572mm).

Exception: Vertical clearance may be reduced, provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance approved by the fire code official."

**15.12.190 Amendment - Section 503.2.4 - Turning radius.**

Section 503.2.4 is amended in its entirety to read as follows:

"503.2.4 Turning Radius. The required turning radius of a fire apparatus access road shall be 25 feet (7,620 mm) inside radius and 50 feet (15,240 mm) outside radius on all turns in the fire apparatus access road, unless otherwise approved by the fire code official."

**15.12.200 Addition - Section 503.7 - Two points of access.**

Section 503.7 is hereby added to read as follows:

"503.7 Two points of access. Two points of access shall be required for new development and when existing development density is increased, unless otherwise approved by the fire code official and justified by the fire protection plan. A secondary access point shall not satisfy the requirements of this section if it directs traffic to or from the same point as the primary access point or otherwise results in a circular traffic flow."

**15.12.210 Amendment - Section 505.1 - Address identification.**

Section 505.1 is amended by adding the following to the end of the section:

"Address numbers shall be illuminated during all hours of darkness. Number, size, location and means of illumination shall comply with the Corona Fire Prevention Standard for premises identification unless an alternative means or method is approved by the fire code official. Address numbers shall be continuously maintained to comply with this section."

**15.12.220 Amendment - Section 507.5.1 - Hydrant locations.**

Section 507.5.1 is hereby amended in its entirety to read as follows:

"507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is located a greater distance from a hydrant on a fire apparatus access road than allowed in Appendix C - "Fire Hydrant Locations and Distribution", as measured by an approved route around the exterior of the facility or building, on-site hydrants and mains shall be provided where required by the fire code official."

Exceptions:

1. Group R-3 and U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with CFC 903.3.1.1 or CFC 903.3.1.2 or CFC 903.3.1.3, provided the distance requirements shall not be more than 300 feet (91.5 m), unless otherwise approved by the fire code official."

**15.12.230 Amendment - Section 507.5.5 - Clear space around fire protection equipment.**

Section 507.5.5 is hereby amended to read as follows:

"507.5.5 Clear space around fire protection equipment. A 3-foot (914 mm) clear space shall be maintained around the circumference of fire hydrants, fire department connections, exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved."

#### **15.12.240 Addition - Section 507.5.7 Fire hydrant size and outlets**

Section 507.5.7 is hereby added to read as follows:

"507.5.7 Fire Hydrant Size and Outlets. Fire hydrant size and outlets shall be required as determined by the fire code official.

1. Residential Standard - one (1) four (4) inch outlet and one (1) two and one half (2 Vz) inch outlet.

2. Super Hydrant Standard - one (1) four (4) inch outlet and two (2) two and one half (2 Vi) inch outlets.

3. Super Hydrant Enhanced - two (2) four (4) inch outlet, and one (1) two and one half (2 Vi) inch outlet."

#### **15.12.250 Amendment - Section 510.1 - Emergency responder radio coverage in new buildings.**

Section 510.1 is hereby amended in its entirety to read as follows:

"510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems utilized by the City, measured at the exterior of the building. This section shall not require improvement of the City's existing public safety communication systems. The building's emergency responder radio coverage system shall comply with the Corona Fire Department's Guideline for Emergency Responder Radio Coverage and, where the functionality or performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. Structures that meet all of the following:
  - a. Wood construction
  - b. Single story
  - c. Does not exceed 10,000 square feet
2. Multi-family residential that meet all of the following:
  - a. Exterior walk up
  - b. No interior corridors
  - c. No subterranean storage or parking

3. Elevators
4. Single family residence"

#### **15.12.260 Amendment - Section 510.4.1.3 - System performance.**

Section 510.4.1.3 is hereby amended in its entirety to read as follows:

"510.4.1.3 System performance. Signal strength shall be sufficient to meet the requirements of the applications being utilized by public safety for emergency operations through the coverage area as specified by the fire code official in Section 510.4.2.2. A minimum signal strength of 95dBm shall be receivable within the building. A minimum signal strength of -95 dBm shall be received by the agency's radio system when transmitted from within the building."

#### **15.12.270 Addition - Section 710 - Eave protection.**

Section 710 is hereby added to read as follows:

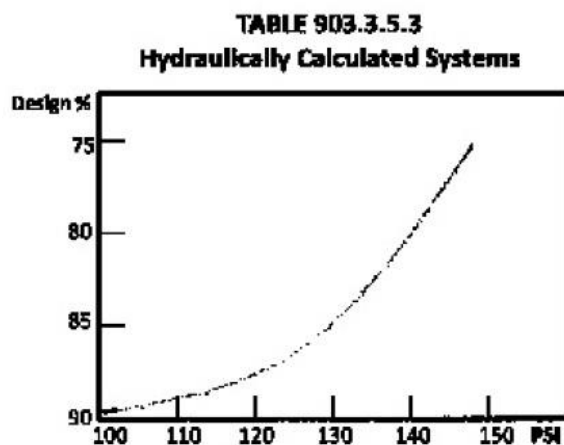
"Section 710 Eave Protection. Buildings or structures constructed hereafter within two hundred (200) feet of high-hazard, undeveloped forest-covered, brush-covered, or grass-covered land shall have eaves or overhangs thereon protected by one-hour construction, or otherwise protected so as to prevent flying brands, ashes or sparks from entering the building or structure. The fire code official shall determine which lands are considered high-hazard, undeveloped forest-covered, brush-covered, or grass-covered for purposes of this section."

#### **15.12.280 Addition - 903.3.5.3 - Hydraulically calculated systems.**

Section 903.3.5.3 is hereby added to read as follows:

"903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi and required by the Fire Code Official, the fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3.



#### **15.12.290 Amendment - Section 904.3.5 - Monitoring.**

Section 904.3.5 is amended in its entirety to read as follows:

"904.3.5 Monitoring. Where a building fire alarm or monitoring system is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm or monitoring system in accordance with NFPA 72."

#### **15.12.300 Added - Section 1201.1.1 - Other systems.**

Section 1201.1.1 is added to read as follows:

"1201.1.1 Other Systems. Where required by the fire code official, other systems and operations, including, but not limited to battery systems assembly, battery reconditioning and storage, research and development of battery storage systems, electric vehicle manufacturing and testing, and battery charging systems for cars and carts inside of buildings or structures, shall comply with this chapter.

Exception: When approved by the fire code official, charging stations for electric vehicles located in open parking garages of Type I or II construction."

#### **15.12.310 Amendment - Section 4907.3 - Requirements.**

Section 4907.3 is amended in its entirety to read as follows:

"4907.3 Requirements. Hazardous vegetation and fuels around all applicable buildings and structures shall be maintained in accordance with the following laws and regulations:

1. Public Resources Code, § 4291.
2. California Code of Regulations, Title 14, Div. 1.5, Ch. 7, Subch. 3, § 1299 (see guidance for implementation "General Guideline to Create Defensible Space").
3. California Government Code, § 51182.
4. California Code of Regulations, Title 19, Div. 1, Ch. 7, Subch. 1, § 3.07.
5. City of Corona Vegetation Management Guidelines."

#### **15.12.320 Addition - Section 4911 - Fuel modification for new construction.**

Section 4911 is added to read as follows:

"4911 Fuel Modification for New Construction. All new buildings to be built or installed in fire hazard severity zones shall comply with the following:

1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official concurrent with the submittal for approval of any tentative tract map or parcel map or building permit application, as applicable.
2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit or building permit, as applicable.

3. The fuel modification plan shall include provisions for the maintenance of the fuel modification area in perpetuity and shall meet the criteria set forth in the City of Corona Vegetation Management Guidelines.

4. The fuel modification plan may be altered if conditions change with the prior written approval of the fire code official.

5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in this code."

**15.12.330 Addition- Section 5001.5.2 - Hazardous materials inventory statement (HMIS).**

Section 5001.5.2 is hereby amended in its entirety to read as follows:

"5001.5.2 Hazardous Materials Inventory Statement (HMIS). When required by the fire code official, an application for a permit shall include Corona Fire Department's Chemical Classification Packet, which shall be completed and approved prior to approval of architectural and/or system plans, and/or the storage, use or handling of chemicals on the premises. The Chemical Classification packet shall meet the format requirements contained in the Corona Fire Department Chemical Classification Guideline."

**15.12.340 Addition - Section 5608.2 - Firing.**

Section 5608.2 is added to read as follows:

"Section 5608.2 - Firing. All fireworks displays shall be electronically fired."

**15.12.350 Amendment - Chapter 80 - Reference standards.**

The sections of Chapter 80 - Referenced Standards designated below are amended to read as follows:

"NFPA 13, 2022 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby amended to read as follows:

16.12.3.3 Fire Department connections (FDC) shall be of an approved type. The FDC shall contain a minimum of two 2 5/8" inlets. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of inlets shall be approved by the fire code official. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler design density requires more than 500 gpm (including hose stream demand), or a standpipe system is included, two 2 V" inlets and one 4" swivel female NST inlet shall be provided. FDC inlets shall be equipped with check valves.

Section 9.4.3 is hereby amended to read as follows:

9.4.3 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (Group S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time of permit issuance. Sprinklers in light hazard occupancies shall be one of the following:

- (1) Quick-response type as defined in Section 3.6.4.8
- (2) Residential sprinklers in accordance with the requirements of Section 8.4.5
- (3) Quick response CMSA sprinklers
- (4) ESFR sprinklers
- (5) Standard spray sprinklers used for modifications of additions to existing light hazard systems equipped with standard spray sprinklers
- (6) Standard spray sprinklers used where individual standard spray sprinklers are replaced in existing light hazard systems

Section 16.12.5.7 is hereby amended to read as follows:

16.12.5.7 Fire department connections shall be on the street side of buildings and shall be located and arranged so that they are immediately adjacent to the approved fire department access road. Fire department connections shall be located such that hose lines can be readily and conveniently attached to the inlets without interference from nearby objects, including but not limited to, buildings, fences, posts, vegetation or other fire department connections.

Section 19.1.1.2 is hereby amended by adding the following:

19.1.1.2 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler design density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2(a) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time of permit issuance. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new occupancy.

NFPA 13D 2022 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 4.1.4 is hereby added to read as follows:

#### 4.1.4 Stock of Spare Sprinklers.

4.1.4.1 A supply of at least two sprinklers of each type shall be maintained on the premises so that any sprinklers that are not functioning or have been damaged in any way can be promptly replaced.

4.1.4.2 The spare sprinklers shall be the same types and temperature ratings as installed in the dwelling.

4.1.4.3 The sprinklers shall be kept in a cabinet located where the temperature to which they are subjected will at no time exceed 100°F.

4.1.4.4 A special sprinkler wrench shall be provided and kept in the spare head cabinet to be used in the removal and installation of sprinklers. One sprinkler wrench shall be provided for each type of sprinkler installed.

Section 5.1.1.2 is hereby deleted in its entirety.

Section 7.3 Pressure Gauges is amended to add the following Subsection 7.3.4 to read as follows:

7.3.4 At least one water pressure gauge shall be installed on the riser assembly.

Section 7.6 Alarms is hereby amended to read as follows:

7.6 Alarms. Exterior alarm indicating device shall be listed for exterior service and audible from the street from which the house is addressed. Exterior audible devices shall be placed on the front or side of the structure and the location subject to approval by the fire code official. Additional interior alarm devices shall be required to provide audibility throughout the structure and shall be powered from an uninterruptible circuit service normally servicing other appliances in the residence.

Exception:

1. When an approved water flow monitoring system is installed, interior audible devices may be powered through the fire alarm control panel.

2. When single- or multiple-station smoke alarms specified in CBC 907.2.11 are used to sound an alarm upon waterflow switch activation.

NFPA 24, 2019 Edition, Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.10 Two points of connection is hereby added to read as follows:

"6.2.10 Two points of connection. When the underground fireline exceeds 500 lineal feet, two points of connection to the City water supply are required.

#### **15.12.360 Amendment - Section B105.1 of Appendix B - One- and two-family dwellings.**

Section B105.1 of Appendix B is amended in its entirety to read as follows:

"B105.1 One- and two-family dwellings. The minimum fire flow and flow duration requirements for one- and two-family dwellings shall be as specified in Table B 105.1."

#### **15.12.370 Amendment - Section B105.2 of Appendix B - Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses.**

Section B 105.2 of Appendix B is amended in its entirety to read as follows:

"B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire flow and flow duration requirements for buildings other than one- and two-family dwellings shall be as specified in Table B 105.1.

Exception: A reduction in fire flow of up to 50 percent, as approved by the fire code official, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire flow shall not be less than 1,500 gallons per minute (5677.5 L/min) for the prescribed duration."

**15.12.380 Amendment - Tables B105.1(1), B105.1(2) and B105.2 of Appendix B -Minimum required fire flow and flow duration for buildings.**

Tables B 105.1(1), B105.1(2) and B105.2 of Appendix B are deleted in their entirety and replaced with the following:

"TABLE B105.1

**MINIMUM REQUIRED FIRE-FLOW AND FLOW DURATION FOR BUILDINGS\***

Use	Required Flow (gallons per minute)	Duration
One- and Two-Family Dwelling	1500 gpm	2 hours
Multi-Family Dwelling	2500 gpm	2 hours
Commercial	3000 gpm	3 hours
Industrial	3500 gpm	4 hours

\*Or as otherwise required by the Fire code official"

**15.12.390 Amendment - Table C102.1 of Appendix C - Number and spacing of fire hydrants.**

Table C 102.1 of Appendix C is amended in its entirety to read as follows:

"TABLE C102.1

**NUMBER AND SPACING OF FIRE HYDRANTS"**

USE	MAXIMUM DISTANCE BETWEEN HYDRANTS (FEET)	MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE OR FIRE DEPARTMENT ACCESS TO A HYDRANT (FEET)
One- and Two-Family Dwelling	300	150
Multi-Family Dwelling	250	125
Commercial/Industrial	250	125

#### **15.12.400 Violation - Penalty.**

When authorized by the fire code official in writing, the Building Official shall enforce provisions of this chapter under the provisions of the Corona Municipal Code, Chapter 15.70.”

**SECTION 11.** Chapter 15.20 of Title 15 of the Corona Municipal Code is hereby amended in its entirety to read as follows:

#### **"Chapter 15.20 PLUMBING CODE**

15.20.010	Title.
15.20.020	Code adoption.
15.20.030	Administration.
15.20.040	Amendments – Generally.
15.20.050	Addition – Section 314.3-Open trenches.
15.20.060	Violation – Penalty.

#### **15.20.010 Title.**

This chapter shall be cited as the Plumbing Code of the City of Corona and any reference in the city's municipal code or any chapter thereof to the California Plumbing Code, or other plumbing code, refers and applies to this chapter.

#### **15.20.020 Code adoption.**

(A) Subject to the particular additions, amendments and deletions set forth in this chapter, all the rules, regulations, provisions and conditions set forth in that certain document being marked and designated as the 2022 California Plumbing Code, California Code of Regulations Title 24, Part 5, including any supplements, errata, and revisions made thereto, and including the following specifically identified appendices and portions thereof, are hereby adopted as the Plumbing Code of the City of Corona:

- (1) Chapter 1 Division II is not adopted as part of this code.
- (2) Appendices A, B, D, H, I, and M are adopted as part of this code.
- (3) Appendices C, E, F, G, J, K, L and N are not adopted as part of this code.

(B) One certified copy of the 2022 California Plumbing Code shall be kept on file in the office of the Building Official, and any and all references thereto, are adopted as the Plumbing Code of the City of Corona and each and all of the regulations, provisions, penalties, conditions and terms thereof are referred to, adopted and made a part of this chapter, as though fully set forth at length.

**15.20.030 Administration.**

The administrative procedures as adopted in Chapter 15.02 of the Corona Municipal Code shall apply to this chapter.

**15.20.040 Amendments – Generally.**

Designated sections of the 2022 California Plumbing Code are amended to read as set forth in Section 15.20.050.

**15.20.050 Amendment – Section 314.3 - Open trenches.**

Section 314.3 is amended by adding the following paragraph to the end of said section to read as follows:

“No permittee hereunder shall leave unattended at any time any excavation for sewer or sewage disposal facilities, unless the permittee shall have first provided a suitable and adequate barricade, which will prevent any person from being in any way injured as a result of said excavation. Said permittee shall at all times during the existence of said excavation maintain said barricade in a manner suitable to protect any person from being so injured.”

**15.20.060 Violation--Penalty.**

The violation and penalties for Chapter 15.20 shall be as adopted in Chapter 15.02 and 15.70 of the Corona Municipal Code.”

**SECTION 12.** Chapter 15.28 of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**"CHAPTER 15.28  
ELECTRICAL CODE**

Sections:

15.28.010	Title.
15.28.020	Code adoption.
15.28.030	Administration.
15.28.040	Violation – Penalty.

**15.28.010 Title.**

This chapter shall be cited as the Electrical Code of the City of Corona and any reference in the city's municipal code or any chapter thereof to the California Electrical Code, or other electrical code, refers and applies to this chapter.

#### **15.28.020 Code adoption.**

(A) Subject to the particular additions, amendments and deletions set forth in this chapter, all the rules, regulations, provisions and conditions set forth in that certain document being marked and designated as 2022 California Electrical Code, California Code of Regulations Title 24, Part 3, including any supplements, errata, and revisions made thereto, and including the Tables and Annexes thereto, but excluding Annexes E, F, G, H, I, and J, are hereby adopted as the Electrical Code of the City of Corona.

(B) One certified copy of the 2022 California Electrical Code shall be kept on file in the office of the Building Official of the City of Corona, and any and all references thereto, are adopted as the Electrical Code of the City of Corona, subject to the changes contained in this chapter. Each and all of the regulations, provisions, penalties, conditions and terms thereof are referred to, adopted and made a part of this chapter, as though fully set forth at length.

#### **15.28.030 Administration.**

The administrative procedures as adopted in Chapter 15.02 of the Corona Municipal Code shall apply to this chapter.

#### **15.28.040 Violation--Penalty.**

The violation and penalties for Chapter 15.28 shall be as adopted in Chapter 15.02 and 15.70 of the Corona Municipal Code.”

**SECTION 13.** Section 15.52.030(B)(1) (Burglar-Resistant Material) of Chapter 15.52 (Security Provisions) of the Corona Municipal Code is hereby amended to read as follows:

“(1) **“Burglar-resistant material”** means framed glass or glass-like materials, including, but not limited to, poly-carbonate sheet plastic, acrylic sheet plastic and tempered glass that will withstand the impact of a five-pound steel ball dropped from a height of 40 feet and five impacts from a height of ten feet concentrated within a five-inch diameter area of the surface without breaking or release from frame; or other materials compliant with UL 972 or other nationally recognized standards acceptable to the Building Official.”

**SECTION 14.** Section 15.52.040 (Certificate of Occupancy) of Chapter 15.52 (Security Provisions) of the Corona Municipal Code is hereby amended to read as follows:

#### **“15.52.040 Certificate of occupancy.**

This chapter shall be administered and enforced by the Building Official who shall not issue a certificate of occupancy for any building or structure in occupancy groups A to U, inclusive, as provided in the city’s Building Code and as defined in § 15.52.020 until he or she has inspected the building or structure for which the certificate of occupancy is sought and has determined that all of the requirements of this chapter have been complied with.”

**SECTION 15.** Section 15.52.060(C) (Certified Copy of Test Standards of Comparable Performance) of Chapter 15.52 (Security Provisions) of the Corona Municipal Code is hereby amended to read as follows:

“(C) **Certified copy of test standards of comparable performance.** In lieu of the actual conduct of the described tests, the Building Official may, at his or her discretion, accept a certified copy of test standards of comparable performance issued by any manufacturer of the devices listed in this chapter. Any device then certified by that manufacturer as conforming to those test standards may be installed without further testing, provided that the certified copy of the test standards remains on file in the office of the Building Official.”

**SECTION 16.** Section 15.52.080(A) (Requirements – Nonresidential Building) of Chapter 15.52 (Security Provisions) of the Corona Municipal Code is hereby amended to read as follows:

“(A) The requirements of this section shall apply to nonresidential buildings, in accordance with § 15.52.020, except those buildings and structures classified as Group U occupancy, as defined in the city’s Building Code.”

**SECTION 17.** Section 15.52.140 (Agricultural Buildings) of Chapter 15.52 (Security Provisions) of the Corona Municipal Code is hereby amended to read as follows:

**“15.52.140     Agricultural buildings.**

All agricultural buildings, classified as Group U Occupancy, as described in the city’s Building Code, shall conform to the requirements for nonresidential buildings provided hereinabove, except that the Building Official may, at his or her discretion, exempt any agricultural building or structure which is used solely for the housing of livestock or other animals.”

**SECTION 18.** Section 15.56.250(D) (Violations) of Chapter 15.56 (Unsafe Buildings) of the Corona Municipal Code is hereby amended to read as follows:

“(D) Any person, firm, partnership, association or corporation violating any of the provisions of this chapter or provisions of the codes, rules or regulations adopted in this chapter by reference shall be guilty of an infraction. Any person who continues to occupy or any person who enters a structure which has been posted "unsafe" by the Building Official pursuant to California Building Code § 116 or Chapter 15.56 of this code shall be guilty of a misdemeanor.”

**SECTION 19.** Section 15.60.020(D) (Definitions) of Chapter 15.60 (Underground Wires) of the Corona Municipal Code is hereby amended to read as follows:

“(D) "Service" has the same meaning as the term is defined in the California Electrical Code, 2022 edition, as adopted by § 15.28.020.”

**SECTION 20.** Section 15.60.080 (Nonconformance - Termination) of Chapter 15.60 (Underground Wires) of the Corona Municipal Code is hereby amended to read as follows:

“(B) The term “cost of replacing,” as used in this section means those costs as computed by the city’s principal planning and building official or his or her delegated representative. In making the computation, the city official shall use those tables and figures provided in that document entitled "Building Valuation Data," as published by International Code Council and which is current at the time of such computations. The tables and figures shall apply to a building which would conform to all the city and state regulations, including city’s building, plumbing, wiring, mechanical, fire codes and zoning regulations which are effective at the time of the computation.”

**SECTION 21. Prior Ordinances Repealed.** Upon the effective date of this Ordinance, all former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance or the codes herein adopted by reference and any other ordinance in conflict herewith are hereby repealed and declared to be of no further force and effect.

**SECTION 22. CEQA.** The City Council finds that the adoption of the California Building Standards Code and the amendments proposed herein are exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance, which adopts updated building and safety standards, is enacted to mitigate the threats posed to public peace, health and safety from earthquakes, high winds and fire. In this regard, the recitals set forth in this Ordinance are incorporated herein by reference as findings. Therefore, there is no possibility that adopting this Ordinance will have a significant effect on the environment and no further environmental analysis is required. Staff is directed to file a notice of exemption within five (5) days of the adoption of this Ordinance.

**SECTION 23. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

**SECTION 24. Certification/Publication.** The Mayor shall sign this ordinance and the City Clerk shall attest thereto and shall within fifteen days of its adoption cause it or a summary of it to be published in the Press Enterprise, a newspaper published and circulated in the City of Corona; and thereupon and thereafter this ordinance shall take effect and be in force according to law.

**SECTION 25. Effective Date.** This Ordinance shall take effect thirty (30) days following its adoption by the City Council or on January 1, 2023, whichever is later.

**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of December, 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 Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held the 16<sup>th</sup> day of November, 2022 and thereafter at a regular adjourned meeting held on the 7<sup>th</sup> day of December, 2022, it was duly passed and adopted by the following vote of the Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 7<sup>th</sup> day of December 2022.

---

City Clerk of the City of Corona, California

[SEAL]



Staff Report

---

**File #:** 22-0843

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Finance Department

**SUBJECT:**

Ordinance amending Corona Municipal Code [Section 3.02.080](#) to establish a 50% reduction for building, planning, and development service fees for Nonprofit Organizations and adding Section 3.02.090 to establish a 50% reduction for plan check and permit/inspection fees for single-family infill residential development within the Downtown Specific Plan area; and Resolution No. 2022-118 revising the Citywide Master Fee Recovery Schedule and Recovery Percentages to identify such reduced fees and to revise the Public Improvement Plan Check Fee.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to consider an ordinance to establish a 50% reduction for building, planning, and development service fees for Nonprofit Organizations and a 50% reduction for plan check and permit/inspection fees for single-family infill residential development within the Downtown Specific Plan; and consider Resolution No. 2022-118 revising the Citywide Master Fee Recovery Schedule and Recovery Percentages to identify such reduced fees and to revise the Public Improvement Plan Check Fee.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Introduce, by title only, and waive full reading of Ordinance No. 3356, first reading of an ordinance of the City of Corona, California amending Corona Municipal Code [Section 3.02.080](#) to establish a 50% reduction of building, planning, and development service fees for Nonprofit Organizations, adding Section 3.02.090 to establish a 50% reduction for plan check and permit/inspection fees for single-family infill residential development within the Downtown Specific Plan, and making certain other non-substantive clarifications.
- b. Adopt Resolution No. 2022-118 revising the Citywide Master Fee Recovery Schedule and

## Recovery Percentages.

### **BACKGROUND & HISTORY:**

The last comprehensive review and update of all City non-market based (or time-based) user fees was completed in Fiscal Year 2022 (Resolution No. 2022-021). The purpose of conducting a user fee study is to identify the full cost of providing fee related services and recommending recovery levels for each fee.

Calculating the true cost of providing City services is a critical step in the process of establishing user fees and corresponding cost recovery levels. Although it is a principal factor, other factors must also be given consideration. City management must also consider the effects that establishing fees for services will have on the individuals purchasing those services, as well as the community. The following legal, economic, and policy issues help illustrate these considerations:

- State Law: In California, user fees are limited to the "estimated reasonable cost of providing a service" by Government Code section 66014(a) and other supplementary legislation.
- Economic barriers: It may be a desired policy to establish fees at a level that permits lower income groups to use services that they might not otherwise be able to afford.
- Community benefit: The Council may wish to subsidize some user fees in order to reflect policy considerations which supersede cost recovery. Many community services fees have very moderate cost recovery levels. Some programs are provided free of charge or for a minimal fee regardless of cost. Youth and senior programs tend to have the lowest recovery levels. Miscellaneous classes tend to have a moderate cost recovery level and adult sports programs typically have a higher cost recovery level.
- Incentives: Fees can be set low to encourage participation in a service, such as a youth sports program or the issuance of a permit for solar panels.

### **ANALYSIS:**

On March 16, 2022, the City Council approved Resolution No. 2022-021, which revised the Citywide Master Fee Recovery Schedule and Recovery Percentages (excluding Community Services' fees). Building permit and plan check fees benefit individuals and the development community and are therefore eligible for cost recovery. The City's policy is to generally set fees to recover 100% of all costs associated with providing fee-for-service activities.

### New Fee Reductions

At the October 5, 2022 City Council Meeting, Council Member Richins requested a waiver of permit application fees for two nonprofit organizations within the City, ABC Hopes and Settlement House. After further deliberation, and to maintain an environment of fairness and equality, the City Council agreed to move forward with a 50% reduction of building, planning, and development service fees for nonprofit organizations. The term "nonprofit organization" means an organization in current good standing under United States Internal Revenue Code section 501(c)(3) and authorized to operate as such in California. Amended CMC [Section 3.02.080](#) will implement this City Council

direction.

Additionally, at the October 26, 2022 Study Session, a discussion was held on building and grading permit fees for infill lots in the City's Historic District. Based on that discussion, City Council agreed to move forward with a 50% reduction in single-family plan check and permit/inspection fees for new construction on infill residential lots within the boundary of the Downtown Specific Plan. New CMC Section 3.02.090 will implement this City Council direction.

Finally, a column has been added to the Master Fee Recovery Schedule titled "Fee Discount/Waiver (CMC 3.02)" to identify the specific fees to which the fee discounts and waivers provided for in CMC [Sections 3.02.080](#) and 3.02.090 apply.

#### Public Improvement Plan Check Fee Revision

The Public Improvement Plan Check Fee (PW-190) is proposed to be revised to incorporate a base fee in the amount of \$1,700. Public improvement plan check fees are charged on a base fee plus percentage of project valuation. The base fee is set to cover the following costs at the front-end of the project: fees assessment, preparation of permit documents, routing, and approval of plans. Fee increases require a Public Notice. As such, a public notice was published in the Sentinel on November 18, 2022 and again on November 25, 2022.

#### **FINANCIAL IMPACT:**

Fee reductions will be effective thirty (30) calendar days following the second reading of Ordinance 3356. The Public Improvement Plan Check fee will become effective 60 days after Council approval, or February 5, 2023. The impact of the fee reductions is undetermined at this time. Non-profit building and development activity has not been tracked separately from other types of organizations. With these changes, the information can be gathered and reported on in the future.

#### **ENVIRONMENTAL ANALYSIS:**

These actions are 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 simply revises the master fee schedule and there is no possibility that adopting this Ordinance and Resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** LUIS NAVARRO, SENIOR FINANCIAL ANALYST

**REVIEWED BY:** KIM SITTON, FINANCE DIRECTOR

#### **Attachments:**

1. Ordinance No. 3356

2. Ordinance No. 3356 - Redline Version
3. Resolution No. 2022-118 with Fee Recovery Schedule

## **ORDINANCE NO. 3356**

### **AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, AMENDING CORONA MUNICIPAL CODE CHAPTER 3.02 TO ESTABLISH A 50% REDUCTION OF CERTAIN FEES FOR NONPROFIT ORGANIZATIONS AND FOR SINGLE-FAMILY INFILL RESIDENTIAL DEVELOPMENT WITHIN THE DOWNTOWN SPECIFIC PLAN**

**WHEREAS**, Article XIII B of the California Constitution limits the level of most appropriations from tax sources that the state and most local government entities are permitted to make in a given year; and

**WHEREAS**, Corona Municipal Code (“CMC”) Chapter 3.02 states the intent of the City Council is to require the setting and recovery of costs reasonably borne from fees and charges levied therefor in providing the regulation, products or services set forth in § 3.02.040; and

**WHEREAS**, Section 3.02.080 of the CMC waives certain fire inspection and special use permit review fees, as set forth in § 3.02.040, for all nonprofit organizations; and

**WHEREAS**, the City Council desires to amend Section 3.02.080 to the CMC to establish a 50% reduction of certain building, planning, and development service fees, as set forth in § 3.02.040, for all nonprofit organizations.

**WHEREAS**, the City Council desires to add Section 3.02.090 to the CMC to establish a 50% reduction of certain plan check and permit/inspection fees, as set forth in § 3.02.040, for new single-family construction on infill residential lots within the boundary of the Downtown Specific Plan.

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

**SECTION 1. Incorporation of Recitals.** The City Council finds and determines that the foregoing Recitals are true and correct and incorporates the Recitals herein.

**SECTION 2. CEQA Findings.** This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action simply establishes a 50% reduction of all building, planning, and development service fees for nonprofit organizations and there is no possibility that adopting this Ordinance will have

a significant effect on the environment. Therefore, no environmental analysis is required.

**SECTION 3.** Amendment of Section 3.02.080. Section 3.02.080 (Exemption of nonprofit organizations from certain fees) of Chapter 3.02 (Fee and Service Charge Revenue and Cost Comparison System) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**“3.02.080 Fee reductions and exemptions for non-profit organizations.**

(A) Exempted Fees. A nonprofit organization shall not be required to pay those fire inspection and special use permit review fees identified in the fee discount/waiver column of the Citywide Master Fee Recovery Schedule adopted by resolution of the City Council pursuant to § 3.02.040 of this code.

(B) Reduced Fees. A nonprofit organization shall only be required to pay fifty percent (50%) of those building, planning, and development service fees identified in the fee discount/waiver column of the Citywide Master Fee Recovery Schedule adopted by resolution of the City Council pursuant to § 3.02.040 of this code.

(C) Verified Statement. Any person claiming a reduction or exemption pursuant to this section, in addition to making an application for a permit as provided by city ordinances or resolutions, shall file a verified statement with the city’s finance officer stating the facts upon which the reduction or exemption is claimed. The statement shall be in a form required by the finance officer. The finance officer shall make such investigation of the claim as they deem appropriate.

(D) Finance Officer Determination; Permit Issuance. The city shall issue the requested permit with either partial payment or without payment of the city permit fee, as applicable, only if the finance officer has verified that the person is entitled to the reduction or exemption under this section. If the finance officer has determined that the person is not entitled to the reduction or exemption under this section, the city shall issue the requested permit only with full payment of the city permit fee required pursuant to this chapter.

(E) Definitions. As used in this section, the following terms shall apply: (1) the term “nonprofit organization” shall mean an organization in current good standing under United States Internal Revenue Code section 501(c)(3) and authorized to operate as such

in California under applicable state law; and (2) the term “finance officer” shall be the Finance Director or their authorized designee.”

**SECTION 4.** Addition of Section 3.02.090. Section 3.02.090 (Fee reductions for single-family infill residential development within the Downtown Specific Plan) is added to Chapter 3.02 (Fee and Service Charge Revenue and Cost Comparison System) of Title 3 (Revenue and Finance) of the Corona Municipal Code to read as follows:

**“3.02.090      Fee reductions for single-family infill residential development within the Downtown Specific Plan.**

(A)    Reduced Fees. New single-family construction on infill residential lots within the boundary of the Downtown Specific Plan shall only be required to pay fifty percent (50%) of those plan check and permit/inspection fees identified in the fee discount/waiver column of the Citywide Master Fee Recovery Schedule adopted by resolution of the City Council pursuant to § 3.02.040 of this code.

(B)    Verified Statement. Any person claiming a reduction pursuant to this section, in addition to making an application for a permit as provided by city ordinances or resolutions, shall file a verified statement with the city’s finance officer stating the facts upon which the reduction is claimed. The statement shall be in a form required by the finance officer. The finance officer shall make such investigation of the claim as they deem appropriate.

(C)    Finance Officer Determination; Permit Issuance. The city shall issue the requested permit with partial payment of the city permit fee only if the finance officer has verified that the person is entitled to the reduction under this section. If the finance officer has determined that the person is not entitled to the reduction under this section, the city shall issue the requested permit only with full payment of the city permit fee required pursuant to this chapter.

(D)    Definition. As used in this section, the term “finance officer” shall be the Finance Director or their authorized designee.”

**SECTION 5.** Severability. If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

**SECTION 6.** Conflicting Ordinances. This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

**SECTION 7. Effective Date.** The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a genal circulation newspaper published and circulated in the City of Corona. This Ordinance shall take effect and be in force on the 30<sup>th</sup> day after its adoption.

**PASSED, APPROVED AND ADOPTED** this 4<sup>th</sup> day of January, 2023.

---

Mayor of the City of Corona, California

**ATTEST:**

---

City Clerk of the City of Corona, California

**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California duly held on the 7th day of December, 2022, and thereafter at a regular meeting held on the 4<sup>th</sup> day of January, 2023, it was duly passed and adopted by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 4<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
City Clerk of the City of Corona, California

[SEAL]

**ORDINANCE NO. 3356**

**AN ORDINANCE OF THE CITY OF CORONA,  
CALIFORNIA, AMENDING CORONA MUNICIPAL CODE  
CHAPTER 3.02 TO ESTABLISH A 50% REDUCTION OF  
CERTAIN FEES FOR NONPROFIT ORGANIZATIONS AND  
FOR SINGLE-FAMILY INFILL RESIDENTIAL  
DEVELOPMENT WITHIN THE DOWNTOWN SPECIFIC  
PLAN**

**WHEREAS**, Article XIII B of the California Constitution limits the level of most appropriations from tax sources that the state and most local government entities are permitted to make in a given year; and

**WHEREAS**, Corona Municipal Code (“CMC”) Chapter 3.02 states the intent of the City Council is to require the setting and recovery of costs reasonably borne from fees and charges levied therefor in providing the regulation, products or services set forth in § 3.02.040; and

**WHEREAS**, Section 3.02.080 of the CMC waives certain fire inspection and special use permit review fees, as set forth in § 3.02.040, for all nonprofit organizations; and

**WHEREAS**, the City Council desires to amend Section 3.02.080 to the CMC to establish a 50% reduction of certain building, planning, and development service fees, as set forth in § 3.02.040, for all nonprofit organizations.

**WHEREAS**, the City Council desires to add Section 3.02.090 to the CMC to establish a 50% reduction of certain plan check and permit/inspection fees, as set forth in § 3.02.040, for new single-family construction on infill residential lots within the boundary of the Downtown Specific Plan.

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

**SECTION 1. Incorporation of Recitals.** The City Council finds and determines that the foregoing Recitals are true and correct and incorporates the Recitals herein.

**SECTION 2. CEQA Findings.** This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action simply establishes a 50% reduction of all building, planning, and development service fees for nonprofit organizations and there is no possibility that adopting this Ordinance will have

a significant effect on the environment. Therefore, no environmental analysis is required.

**SECTION 3.** Amendment of Section 3.02.080. Section 3.02.080 (Exemption of nonprofit organizations from certain fees) of Chapter 3.02 (Fee and Service Charge Revenue and Cost Comparison System) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**~~“3.02.080—Exemption of nonprofit~~ Fee reductions and exemptions for non-profit organizations~~—from certain fees.~~**

(A) Exempted Fees. A nonprofit organization shall not be required to pay ~~the Fire Prevention Bureau inspections fee or the~~ those fire inspection and special use permit review ~~fee~~fees identified in ~~§ 3.02.040.~~ the fee discount/waiver column of the Citywide Master Fee Recovery Schedule adopted by resolution of the City Council pursuant to § 3.02.040 of this code.

(B) ~~As used in this section, a "~~ Reduced Fees. A nonprofit organization~~" is any organization which is organized~~ shall only be required to pay fifty percent (50%) of those building, planning, and ~~operated solely for charitable, educational or religious purposes.~~ development service fees identified in the fee discount/waiver column of the Citywide Master Fee Recovery Schedule adopted by resolution of the City Council pursuant to § 3.02.040 of this code.

(C) Verified Statement. Any person claiming ~~an~~ a reduction or exemption pursuant to this section, in addition to making an application for a permit as provided by city ordinances or resolutions, shall file a verified statement with the city's finance officer stating the facts upon which the reduction or exemption is claimed. The statement shall be in a form required by the finance officer. The finance officer shall make such investigation of the claim ~~of the exemption as he or she deems~~ as they deem appropriate.

~~(C) If the finance officer grants the exemption, the finance officer~~

(D) Finance Officer Determination; Permit Issuance. The city shall ~~authorize the issuance of~~ issue the requested permit with either partial payment or without ~~the~~ payment of the city permit fee, as applicable, only if the finance officer has verified that the person is entitled to the reduction or exemption under this section. If the finance officer has determined that the person is not entitled to the reduction or exemption under this section, the city shall issue the requested permit only with full payment of the city permit fee required ~~by~~ pursuant to this chapter.<sup>22</sup>

(E) Definitions. As used in this section, the following terms shall apply: (1) the term “nonprofit organization” shall mean an organization in current good standing under United States Internal Revenue Code section 501(c)(3) and authorized to operate as such in California under applicable state law; and (2) the term “finance officer” shall be the Finance Director or their authorized designee.”

**SECTION 4.** Addition of Section 3.02.090. Section 3.02.090 (Fee reductions for single-family infill residential development within the Downtown Specific Plan) is added to Chapter 3.02 (Fee and Service Charge Revenue and Cost Comparison System) of Title 3 (Revenue and Finance) of the Corona Municipal Code to read as follows:

**“3.02.090      Fee reductions for single-family infill residential development within the Downtown Specific Plan.**

(A) Reduced Fees. New single-family construction on infill residential lots within the boundary of the Downtown Specific Plan shall only be required to pay fifty percent (50%) of those plan check and permit/inspection fees identified in the fee discount/waiver column of the Citywide Master Fee Recovery Schedule adopted by resolution of the City Council pursuant to § 3.02.040 of this code.

(B) Verified Statement. Any person claiming a reduction pursuant to this section, in addition to making an application for a permit as provided by city ordinances or resolutions, shall file a verified statement with the city’s finance officer stating the facts upon which the reduction is claimed. The statement shall be in a form required by the finance officer. The finance officer shall make such investigation of the claim as they deem appropriate.

(C) Finance Officer Determination; Permit Issuance. The city shall issue the requested permit with partial payment of the city permit fee only if the finance officer has verified that the person is entitled to the reduction under this section. If the finance officer has determined that the person is not entitled to the reduction under this section, the city shall issue the requested permit only with full payment of the city permit fee required pursuant to this chapter.

(D) Definition. As used in this section, the term “finance officer” shall be the Finance Director or their authorized designee.”

**SECTION 5.** Severability. If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the

invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

**SECTION 6. Conflicting Ordinances.** This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

**SECTION 7. Effective Date.** The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published and circulated in the City of Corona. This Ordinance shall take effect and be in force on the 30<sup>th</sup> day after its adoption.

**PASSED, APPROVED AND ADOPTED** this 4<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
Mayor of the City of Corona, California

**ATTEST:**

\_\_\_\_\_  
City Clerk of the City of Corona, California

**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California duly held on the 7th day of December, 2022, and thereafter at a regular meeting held on the 4<sup>th</sup> day of January, 2023, it was duly passed and adopted by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 4<sup>th</sup> day of January, 2023.

---

City Clerk of the City of Corona, California

[SEAL]

## **RESOLUTION NO. 2022-118**

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

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

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

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

**WHEREAS**, the City Council desires to amend the Master Fee Recovery Schedule to do the following: (1) add a column titled "Fee Discount/Waiver (CMC 3.02)" and identify the specific fees to which the fee discounts and waivers provided for in CMC Sections 3.02.080 and 3.02.090 apply; and (2) amend the Public Improvement Plan Check Fee (PW-190); and

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

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

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

**SECTION 2.** CEQA Findings. The resolution is exempt pursuant to Section 15273(a) of the Guidelines for the California Environmental Quality Act (CEQA), which states that CEQA does not apply to the establishment, modification, or approval of rates, tolls, fares and other charges that are for the purpose of meeting operating expenses. This action updates certain fees that are established for the purpose of meeting the operating expenses of the City in providing the services performed specifically at the request of the applicant. Therefore, this action is exempt from CEQA and no further environmental analysis is required.

**SECTION 3.** Effective Date of Fee Updates. The Mayor shall sign the Resolution and the City Clerk attest thereto, and this Resolution shall take effect and be in force for immediate approval on December 7, 2022; provided, however, that footnotes 1 and 3 noted in the fee discount/waiver column shall not be effective until the effective date of Ordinance 3356 which implements them.

**PASSED, APPROVED AND ADOPTED** this 7th day of December, 2022.

**ATTEST:**

---

Mayor of the City of Corona, California

---

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 7th day of December, 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 7<sup>th</sup> day of December, 2022.

---

City Clerk of the City of Corona, California

[SEAL]

**EXHIBIT 1**

**AMENDED PORTIONS OF MASTER FEE RECOVERY SCHEDULE**

[SEE ATTACHED 39 PAGES]

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**PLANNING DIVISION**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
1	1	PL-BZ-010	Ancillary Game Arcade Review <i>Plus Scanning Fee</i>	Flat Fee	\$ 1,057 56	100%
1	1	PL-BZ-030	Cul-de-Sac Waiver <i>Plus Scanning Fee</i>	Flat Fee	663 56	100%
1	1	PL-BZ-045	Conditional Use Permit - Minor <i>Plus Scanning Fee</i>	Flat Fee	2,980 56	100%
1	1	PL-BZ-070	Model Home Permit Review <i>Plus Scanning Fee</i>	Flat Fee	1,447 56	100%
1	1	PL-BZ-080	Moved Building Review <i>Plus Scanning Fee</i> Moved Historic Building Review at 50% of Fee Moved Historic Building Scanning Fee at 50% of Fee	Flat Fee	2,696 56 1,348 23	50 - 100%
1	1	PL-BZ-090	Non-Conforming Building Review <i>Plus Scanning Fee</i>	Flat Fee	1,235 56	100%
1	1	PL-BZ-100	Parcel Map Waiver Review <i>Plus Scanning Fee</i>	Flat Fee	2,962 56	100%
2	1	PL-BZ-130	Special Use Permit New Renewal	Flat Fee	1,143 446	100%
1	1	PL-BZ-140	Medical Office in Residential Zone Review <i>Plus Scanning Fee</i>	Flat Fee	1,175 56	100%
1	1	PL-BZ-150	Certificate of Compliance Review <i>Plus Scanning Fee</i>	Flat Fee	2,397 56	100%
1	1	PL-BZ-170	Tentative Tract Map Rephasing Review	Flat Fee	2,045	100%
1	1	PL-BZ-180	Film Permit Review	Flat Fee	883	100%
1	1	PL-BZ-190	Telecommunications Facilities Review <i>Plus Scanning Fee</i> Plus per application if Maintenance Services is involved	Flat Fee	1,179 56 115	100%
1	2	PL-BZ-200	Public Notice Fee for Minor CUPs	Flat Fee	131	100%
1	1	PL-CC-010	Agricultural Preserve Cancellation <i>Plus Scanning Fee</i> Plus Digitized Mapping Per Acre - Less than 50 Acres Plus Digitized Mapping Per Acre - 50 Acres or More	Flat Fee	1,872 56 246 588	100%
1	1	PL-CC-020	Amended Map Review <i>Plus Scanning Fee</i>	Flat Fee	4,516 56	100%
1	1	PL-CC-040	Density Bonus Agreement Review <i>Plus Scanning Fee</i>	Flat Fee	1,451 56	100%
1	1	PL-CC-070	Study Review <i>Deposit with Charges at Full Cost</i>	Deposit + Full Cost	Deposit + Full Cost	100%
1	1	PL-CC-090	Historic Property Preservation <i>Plus Scanning Fee</i> <i>Plus Recording Fee for Land</i>	Flat Fee	2,082 56 Current Fee	100%

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
NON-MARKET BASED FEES

**PLANNING DIVISION**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
1	1	PL-DP-010	Minor Specific Plan Amendment DPR	Flat Fee	3,230	100%
1	1	PL-DP-011	Major Specific Plan Amendment DPR	Flat Fee	6,937	100%
1	1	PL-DP-012	Specific Plan DPR	Flat Fee	14,706	100%
1	1	PL-DP-020	Tentative Tract Map DPR Plus per Lot	Base Fee Per Lot	6,172 15	100%
1	1	PL-DP-030	Parcel Map DPR	Flat Fee	4,506	100%
1	1	PL-DP-050	Multi Unit Development Plan Review Plus per Dwelling Unit	Base Fee Per Dwelling Unit	5,536 15	100% 100%
1	1	PL-DP-060	Commercial / Industrial / All Other Plan DPR	Flat Fee	4,369	100%
1	1	PL-DP-070	Parcel Map / Tract Map Extension of Time DPR	Flat Fee	2,322	100%
1	1	PL-DP-150	Extension of Time DPR	Flat Fee	663	100%
1	1	PL-MS-010	Banner Review	Flat Fee	56	100%
1	3	PL-MS-020	Garage Sale Permit <i>Up to 3 Days</i>	Flat Fee	10	18%
1	6	PL-MS-060	Promotional Construction Sign Permit Review	Flat Fee	56	100%
1	1	PL-MS-080	Sign Permit Review	Flat Fee	84	100%
1	1	PL-MS-090	Removal of Illegal Sign <i>Per Sign</i>	Flat Fee	156	100%
1	2	PL-MS-100	Title Company Zoning Letters <i>Per Request</i>	Flat Fee	233	100%
1	1	PL-MS-140	Sign Reface Review	Flat Fee	28	100%
1	1	PL-MS-150	Substantial Conformance Review	Flat Fee	1,720	100%
1	1	PL-MS-160	Minor Modification (Precise Plan) <i>Plus Scanning Fee</i>	Flat Fee	1,339 56	100%
1	3	PL-MS-170	Code Enforcement Re-inspection <i>Per inspection for every inspection after the first two inspections</i>	Flat Fee	235	100%
1	1	PL-MS-175	Public Notice Sign Processing <i>Per Application</i>	Flat Fee	155	100%
1	1	PL-MS-180	Digitized Mapping Per Acre - Less than 50 Acres Per Acre - 50 Acres or More	Flat Fee	246 588	100%
1	1	PL-MS-190	Scanning Services <i>Scanning the plans and maps of new development</i>	Flat Fee	56	100%
1	1	PL-MS-200	General Plan Maintenance	5% of Bldg Permit Fee	5% of Bldg Permit Fee	100%
1	1	PL-MS-210	Cottage Food Industry Permit	Flat Fee	56	100%

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**PLANNING DIVISION**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
1	1	PL-MS-220	Planning Director Modification <i>CMC 16.12.070 - non substantive change in COA</i>	Flat Fee	1,134	100%
1	1	PL-MS-230	Short Term Residential Rental Permit	Flat Fee	56	100%
1	1	PL-MS-240	Short Term Residential Rental Permit Renewal	Flat Fee	28	100%
1	1	PL-MS-250	Surface Mine Annual Inspections	Deposit + Full Cost	Deposit + Full Cost	100%
1	1	PL-PC-010	Annexation Request Review <i>Deposit with Charges at Full Cost</i> <i>Plus Cost of Legal Ad</i>	Deposit + Full Cost	Deposit + Full Cost Current Fee	100%
1	1	PL-PC-015	Community Facility Plan Amendment <i>Plus Scanning Fee</i> <i>Plus Cost of Legal Ad</i>	Flat Fee	4,200 56 Current Fee	100%
1	1	PL-PC-020	Architectural Review <i>Plus Scanning Fee</i>	Flat Fee	2,776 56	100%
1	1	PL-PC-030	Change of Zone Review <i>Plus Scanning Fee</i> <i>Plus Cost of Legal Ad</i>	Flat Fee	5,696 56 Current Fee	100%
1	1	PL-PC-040	Conditional Use Permit - Major <i>Plus Scanning Fee</i> <i>Plus Cost of Legal Ad</i>	Flat Fee	7,201 56 Current Fee	100%
1	1	PL-PC-050	Modification to Major CUP <i>Plus Scanning Fee</i> <i>Plus Cost of Legal Ad (if set for Public Hearing)</i>	Flat Fee	4,194 56 Current Fee	100%
1	1	PL-PC-060	Development Agreement Review <i>Deposit with Charges at Full Cost</i> <i>Plus Cost of Legal Ad (if set for Public Hearing)</i>	Deposit + Full Cost	Deposit + Full Cost Current Fee	100%
1	1	PL-PC-065	Environmental Categorical Exemption	Flat Fee	265	100%
1	1	PL-PC-070	Environmental Impact Assessment <i>Plus Cost of Legal Ad</i>	Flat Fee	7,512 Current Fee	100%
1	1	PL-PC-075	Environmental Impact Report Review - <i>Deposit set at 30% of contract amount with charges at full cost</i> <i>Plus Cost of Legal Ad</i>	Deposit + Full Cost	Deposit + Full Cost Current Fee	100%
1	1	PL-PC-080	General Plan Amendment Review Plus per Acre Plus Digitized Mapping Per Acre - Less than 50 Acres Plus Digitized Mapping Per Acre - 50 Acres or More <i>Plus Scanning Fee</i> <i>Plus Cost of Legal Ad</i>	Base Fee Per Acre	7,488 16 246 588 56 Current Fee	100%
1	1	PL-PC-110	Residential Parcel Map Review <i>Plus Scanning Fee</i> <i>Plus Cost of Legal Ad (if set for Public Hearing)</i>	Flat Fee	5,917 56 Current Fee	100%
1	1	PL-PC-120	Commercial / Industrial Parcel Map Review <i>Plus Scanning Fee</i> <i>Plus Cost of Legal Ad (if set for Public Hearing)</i>	Flat Fee	7,188 56 Current Fee	100%

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
NON-MARKET BASED FEES

**PLANNING DIVISION**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
1	1	PL-PC-150	Precise Plan Review Plus per Dwelling Unit Plus Scanning Fee Plus Cost of Legal Ad (if set for Public Hearing)	Base Fee Per Dwelling Unit  Current Fee	7,884 15 56	100%
1	1	PL-PC-160	Precise Plan Modification Review Plus per Dwelling Unit Plus Scanning Fee Plus Cost of Legal Ad	Base Fee Per Dwelling Unit  Current Fee	5,449 15 56	100%
1	1	PL-PC-170	Reversion to Acreage Plus Scanning Fee	Flat Fee	6,493 56	100%
1	1	PL-PC-180	Similar Use Review Plus Scanning Fee	Flat Fee	2,180 56	100%
1	1	PL-PC-190	Specific Plan Review - deposit with charges at full cost Deposit with Charges at Full Cost Plus Scanning Fee Plus Cost of Legal Ad	Deposit + Full Cost	Deposit + Full Cost 56 Current Fee	100%
1	1	PL-PC-200	Specific Plan Amendment Review - minor revision Minor Revision Major Revision Plus Scanning Fee Plus Cost of Legal Ad	Flat Fee	4,996 8,476 56 Current Fee	100%
1	1	PL-PC-230	Sphere of Influence Amendment Deposit with Charges at Full Cost Plus Digitized Mapping Per Acre - Less than 50 Acres Plus Digitized Mapping Per Acre - 50 Acres or More Plus Scanning Fee	Deposit + Full Cost	Deposit + Full Cost 246 588 56	100%
1	1	PL-PC-240	Surface Mining Permit Deposit with Charges at Full Cost Plus Digitized Mapping Per Acre - Less than 50 Acres Plus Digitized Mapping Per Acre - 50 Acres or More Plus Scanning Fee	Deposit + Full Cost	Deposit + Full Cost 246 588 56	100%
1	1	PL-PC-245	Surface Mining Reclamation Plan Deposit with Charges at Full Cost Plus Digitized Mapping Per Acre - Less than 50 Acres Plus Digitized Mapping Per Acre - 50 Acres or More Plus Scanning Fee	Deposit + Full Cost	Deposit + Full Cost 246 588 56	100%
1	1	PL-PC-250	Tentative Tract Map Review Plus per Lot Plus Scanning Fee Plus Cost of Legal Ad (if set for Public Hearing)	Base Fee Per Lot  Current Fee	10,481 35 56	100%
1	1	PL-PC-270	Resubmitted Parcel Map Plus Scanning Fee	Flat Fee	4,824 56	100%
1	1	PL-PC-280	Resubmitted Tract Map Review Plus per Lot Plus Scanning Fee Plus Cost of Legal Ad (if set for Public Hearing)	Base Fee Per Lot  Current Fee	5,791 35 56	100%

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**PLANNING DIVISION**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
1	1	PL-PC-290	Major Variance Review Plus per Lot <i>Plus Scanning Fee</i> <i>Plus Cost of Legal Ad (if set for Public Hearing)</i>	Base Fee Per Lot	5,512 20 56 Current Fee	100%
1	1	PL-PC-300	Waiver or Modification Review	Flat Fee	2,265	100%
1	1	PL-PC-310	Zone Text Amendment Review <i>Plus Scanning Fee</i> <i>Plus Cost of Legal Ad</i>	Flat Fee	5,252 56 Current Fee	100%
1	1	PL-PC-340	Appeal to the Planning Commission	Flat Fee	3,190	100%
1	1	PL-PC-350	Extension of Time - PP	Flat Fee	2,263	100%
1	1	PL-PC-360	Extension of Time - CUP	Flat Fee	2,263	100%
1	1	PL-PC-370	Historic Resource Nomination <i>Plus Scanning Fee</i> <i>Plus Cost of Legal Ad</i>	Flat Fee	300 56 Current Fee	10%
1	1	PL-ZA-010	Alcoholic Beverage Application Review <i>Plus Scanning Fee</i>	Flat Fee	926 56	100%
1	1	PL-ZA-060	Minor Variance Review <i>Plus Scanning Fee</i>	Flat Fee	2,101 56	100%
1	1	PL-ZA-070	Parking Determination Review <i>Plus Scanning Fee</i>	Flat Fee	1,913 56	100%
1	1	PL-ZA-080	Commercial / Industrial Freeway Sign Review <i>Plus Scanning Fee</i>	Flat Fee	1,142 56	100%
1	1	PL-ZA-090	Temporary Use Permit	Flat Fee	56	100%
1	1	PL-ZA-100	Zoning Administrator Application <i>Plus Scanning Fee</i>	Flat Fee	1,142 56	100%
1	1	PL-ZA-120	Adult Use Planning Permit <i>Plus Scanning Fee</i>	Flat Fee	5,468 56	100%
1	1	PL-ZA-130	Minor Modifications to Telecommunication Facilities	Flat Fee	678	100%
1	1	PL-ZA-140	Donation Collection Container Permit	Flat Fee	182	100%
1	1	PL-ZA-150	Smoking Lounges Ancillary Use Application Fee	Flat Fee	442	100%

Fee Discount / Waiver Notes:

1. Fees will be reduced by 50% for 501(C)(3) Nonprofit Organizations (See CMC §3.02.080).
2. Fees will be waived for 501(C)(3) Nonprofit Organizations (See CMC §3.02.080). (FR-060 will be waived if the activity does not involve solicitation of funds. FR-070 will have the initial and first re-inspection waived for E and A3 occupancies).
3. Fees will be reduced by 50% for single-family plan check and permit/inspection fees for new construction on infill residential lots within the boundary of the Downtown Specific Plan (See CMC §3.02.090).

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
NON-MARKET BASED FEES

**PUBLIC WORKS**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
1	2	PW-010	Processing Alley/Street Vacations - Summary Summary <i>Plus legal public fee</i> <i>Plus county filing fee</i> Standard <i>Plus legal public fee</i> <i>Plus county filing fee</i>	Flat Fee	\$ 2,233 Current Fee Current Fee 3,229 Current Fee Current Fee	100%
1	2	PW-045	Minor Plan Check Revision	Flat Fee	1,428	100%
3	2	PW-095	Utility Services Encroach Permit Annual Blanket Permit Blanket Permit Inspection, per day New Construction - Plan Check New Construction - Inspection, per day New Construction - Permit Inspection, per day <b><i>Permit fees will double if inspection is not notified prior to working or if the work is not permitted.</i></b>	Flat Fee	104 143 622 291 291	100%
1/3	6	PW-100	Erosion Control Plan Check 10 Acres or Less 10 to 50 Acres Over 50 Acres (base, plus \$3 per each acre over 50) <i>Plus scanning fee, per sheet</i>	Flat Fee	763 1,358 1,909 27	100%
1	6	PW-110	Parcel Map Plan Check <i>Plus scanning fee, per sheet</i> <i>Deposit with charges at set fee</i>	Fee + Deposit	3,264 27	100%
1	6	PW-120	Tract Map Plan Check <i>Plus scanning fee, per sheet</i> <i>Deposit with charges at set fee</i>	Fee + Deposit	5,162 27	100%
1/3	6	PW-160	Grading Inspection 101-1,000 CY Plus each additional 250 CY up to 5,000 CY Plus each additional 1,000 CY over 5,000 CY <i>Per CMC 15.36.030</i> <i>Or deposit with charges at actual costs if using outside services for inspections</i>	Flat Fee	759 158 63	100%
1/3	6	PW-180	Precise Grading Plan Check Single Family Residence , less than 1,000 CY and 1 Acre One Residential Building above limits All Others less than 1 acre (Base Fee) All Others Base Fee plus per Acre, 1-5 Acres All Others Base Fee Plus 5 Acres, Plus Per Acre more than 5 Acres All Others 1-5,000 CY All Others 5,000 - 15,000 CY (Prop. 50,000 limit) All Others more than 15,000 CY (plus \$5 per 1,000 CY) (Prop. >50,000) <i>Plus scanning fee, per sheet</i>	Flat Fee    Per Acre  Per Acre	3,777 4,717 6,931 1,065  652 6,990 9,390 9,793 27	100%

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**PUBLIC WORKS**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
1/3	6	PW-190*	Public Improvement Plan Check	Base Fee + % of Valuation	-	100%
			Base/Minimum Fee (Proposed Fee Amount: \$1,700)			
			\$0-\$20K		20%	
			\$20,001-\$100k		3.50%	
			\$100,001-\$500K		2.5%	
			Over \$500k		1%	
			Plus scanning fee, per sheet		27	
			Public Improvement Plan Check - Traffic			
			TS/Comm/etc. 1-3 sht	Flat Fee	3,714	
			TS/Comm/etc. 3-6 sht	Flat Fee	7,240	
			*Fee Currently does not include a base/minimum fee. Proposing to include a base/minimum fee in the amount of \$1,700. Fee will be charged as follows: Base Fee + % of Valuation.			
1	2	PW-220	Lot Line Adjustment	Flat Fee		100%
			Up to 2 lots		3,423	
			Over 2 lots		3,618	
			Plus per lot over 2 lots		1,104	
			Plus scanning fee, per sheet		27	
3	6	PW-230	Right of Way Construction Inspection	Flat Fee		100%
			Permit Issuance		54	
			Driveway - Residential		111	
			Driveway - Commercial		206	
			Sidewalk - 0 to 100 SF		153	
			Sidewalk - 101 to 1,000 SF		238	
			Sidewalk - 1,001 SF or More		301	
			Plus per SF Over 1,001		0.10	
			Surface Repair - 0-100 SF		161	
			Surface Repair - 101 - 1,000 SF		556	
			Surface Repair - 1,001 SF or More		683	
			Plus per SF Over 1,001		0.05	
			Curb Drain		79	
			Temporary Construction Material		79	
			Monitoring Well		256	
			Crane Operation		256	
			Other		126	
3	2	PW-233	Utility Service Encroach Plan Check	Flat Fee	141	100%
			Plus per sheet		184	
1	2	PW-270	Stockpile / Borrow Site Permit	Flat Fee	1,685	100%
1	6	PW-301	Public Drain Improvement Inspection	Fee + Percentage		100%
			\$2,000 - \$100,000 Valuation		954	
			Plus percentage of valuation amount over \$2,000 up to \$100,000		15.23%	
			\$100,001 - \$500,000 Valuation		14,397	
			Plus percentage of valuation amount over \$100,000 up to \$500,000		1.50%	
			Over \$500,000 Valuation and Over		19,865	
			Plus percentage of valuation amount over \$500,001		1.00%	
1	6	PW-302	Private Drain Improvement Inspection	Fee + Percentage		100%
			\$2,000 - \$100,000 Valuation		649	
			Plus percentage of valuation amount over \$2,000 up to \$100,000		15.77%	
			\$100,001 - \$500,000 Valuation		14,220	
			Plus percentage of valuation amount over \$100,000 up to \$500,000		1.49%	
			\$500,001 Valuation and Over		19,471	
			Plus percentage of valuation amount over \$500,001		1.10%	
1	2	PW-305	Waiver of Improvement Requirements	Flat Fee	830	100%

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
NON-MARKET BASED FEES

**PUBLIC WORKS**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
1	2	PW-360	Stockpile Plan Check <i>Plus scanning fee, per sheet</i>	Flat Fee	2,327 27	100%
1	2	PW-370	Landscape and Irrigation Plan Review (LMD) <i>Plus scanning fee, per sheet</i> <i>Deposit with charges at set fee</i>	Fee + Deposit	2,912 27	100%
1	2	PW-480	Water Quality Management Plan Review	Flat Fee	3,337	100%
1	2	PW-485	Revised Water Quality Management Plan Check	Flat Fee	1,147	100%
1	2	PW-490	Water Quality Management Plan Inspection	Flat Fee	763	100%
1	6	PW-510	Deferral / Waiver of Impact Fees <i>Plus actual cost for legal review and advertising (if set for public hearing)</i>	Flat Fee	1,877 Full Cost	100%
1	2	PW-511	Waiver of Permits Fee Request	Flat Fee	931	100%
1	1	PW-540	Bond Substitution	Flat Fee	1,361	100%
1	1	PW-550	Bond Reduction	Flat Fee	1,735	100%
1	2	PW-610	Retaining Wall Plan Check <i>Deposit with charges at set fee</i>	Fee + Deposit	1,878	100%
1	2	PW-660	Plan Check Time Extension Fee	Flat Fee	925	100%
3	2	PW-1005	Address Issuance Per Address, 1-5 (Base Fee) Base Fee, plus per address, 6-40 Base Fee, plus 40 addresses, plus per address, 41-150 Base Fee, plus 150 addresses, plus per address, over 150	Flat Fee	472 34 19 9	100%
3	2	PW-1015	Traffic Control Plan Review Preliminary Review (MUTCD/WATCH) Minor with Plans (Utility) Major - TCP (1-5 sheets) Major - TCP (6-20 sheets) Major - TCP (>20 sheets)	Flat Fee	93 713 1,350 2,901 5,078	100%
3	2	PW-1025	Fire Flow Report	Flat Fee	335	100%

**Fee Discount / Waiver Notes:**

1. Fees will be reduced by 50% for 501(C)(3) Nonprofit Organizations (See CMC §3.02.080).
2. Fees will be waived for 501(C)(3) Nonprofit Organizations (See CMC §3.02.080). (FR-060 will be waived if the activity does not involve solicitation of funds. FR-070 will have the initial and first re-inspection waived for E and A3 occupancies).
3. Fees will be reduced by 50% for single-family plan check and permit/inspection fees for new construction on infill residential lots within the boundary of the Downtown Specific Plan (See CMC §3.02.090).

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
NON-MARKET BASED FEES

**FIRE DEPARTMENT**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
2	3	FR-060	Special Fire Permit Inspection	Per Inspection	175	100%
			Late Payment Fee - 30+ Days	Penalty	75	
2	3	FR-070	Fire Prevention Division Inspection	Per Inspection		50 - 100%
			A1 & A4 Occupancies		250	
			A1 & A4 Occupancies - CUPA Program Discount		125	
			A2 & A3 Occupancies		155	
			A2 & A3 Occupancies - CUPA Program Discount		80	
			E Occupancies 1-100 Students		180	
			E Occupancies 1-100 Students - CUPA Program Discount		90	
			E Occupancies 101-999 Students		270	
			E Occupancies 101-999 Students - CUPA Program Discount		135	
			E Occupancies 1,000-3,000 Students		365	
			E Occupancies 1,000-3,000 Students - CUPA Program Discount		180	
			E Occupancies 3,001+ Students		595	
			E Occupancies 3,001+ Students - CUPA Program Discount		300	
			I Occupancies (except I2)		270	
			I Occupancies (except I2) - CUPA Program Discount		135	
			I2 Occupancies		640	
			I2 Occupancies - CUPA Program Discount		320	
			B, M & U Occupancies 1-5,000 SF		135	
			B, M & U Occupancies 1-5,000 SF - CUPA Program Discount		65	
			B, M & U Occupancies 5,001-10,000 SF		180	
			B, M & U Occupancies 5,001-10,000 SF - CUPA Program Discount		90	
			B, M & U Occupancies 10,001+ SF		270	
			B, M & U Occupancies 10,001+ SF - CUPA Program Discount		135	
			F, H & S Occupancies 1-5,000 SF		180	
			F, H & S Occupancies 1-5,000 SF - CUPA Program Discount		90	
			F, H & S Occupancies 5,001-100,000 SF		270	
			F, H & S Occupancies 5,001-100,000 SF - CUPA Program Discount		135	
			F, H & S Occupancies 100,001-300,000 SF		365	
			F, H & S Occupancies 100,001-300,000 SF - CUPA Program Discount		180	
			F, H & S Occupancies 300,001+ SF		455	
			F, H & S Occupancies 300,001+ SF - CUPA Program Discount		230	
			Multi-Family Residential - Housing Unit Fire Inspection Fees			
			Per Calendar Year:			
			3-4 Units		210	
			3-4 Units - CUPA Program Discount		105	
			5-9 Units		395	
			5-9 Units - CUPA Program Discount		200	
			10-49 Units		535	
			10-49 Units - CUPA Program Discount		265	
			50-99 Units		765	
			50-99 Units - CUPA Program Discount		385	
			100-199 Units		1,045	
			100-199 Units - CUPA Program Discount		520	
			200-299 Units		1,180	
			200-299 Units - CUPA Program Discount		590	
			300-399 Units		1,320	
			300-399 Units - CUPA Program Discount		660	
			400-499 Units		1,460	
			400-499 Units - CUPA Program Discount		730	
			500-599 Units		1,690	
			500-599 Units - CUPA Program Discount		845	
			600+ Units		2,105	
			600+ Units - CUPA Program Discount		1,055	
			<i>Per Health and Safety Code section 13146 standard</i>			
			Multi-Family Residential - Housing Unit Fire Inspection Fees			

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**FIRE DEPARTMENT**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
		FR-070 (cont.)	Per Calendar Year:			
			Common Area Fire Inspection		440	
			Common Area Fire Inspection - CUPA Program Discount		220	
			<i>Per Health and Safety Code section 13146 standard</i>			
1/3	1/6	FR-250	New Sprinkler Plan Check / Inspection			100%
			Plan Check:	Per Plan Check		
			1 - 100 Heads		395	
			101 - 500 Heads		445	
			501+ Heads		495	
			PC Phasing, each additional model, 1-100 heads	20% of PC Fee	85	
			Inspection:	Per 2 Inspections		
			1 - 100 Heads		505	
			101 - 500 Heads		595	
			501+ Heads		710	
			<i>After 2nd Inspection - Original Fee</i>			
1	1/6	FR-255	FR-255 TI Sprinkler Plan Check / Inspection			100%
			Plan Check:	Per Plan Check		
			1 - 20 Heads		260	
			21 - 100 Heads		310	
			101+ Heads		410	
			<i>PC Phasing - separate fee for each fee based on the number of heads</i>			
			Inspection:	Per Inspection		
			1 - 20 Heads		240	
			21 - 100 Heads		475	
			100+ Heads		595	
			<i>After 2nd Inspection - Original Fee</i>			
1	1/6	FR-257	Underground Fire Line Plan Check / Inspection			100%
			Plan Check:	Per Plan Check		
			0 - 500 linear feet		350	
			501 - 1,000 linear feet		450	
			1,000+ linear feet		550	
			<i>PC Phasing - separate fee for each fee based on the number of heads</i>			
			Inspection:	Per Inspection		
			0-500 linear feet		535	
			501-1,000 linear feet		770	
			1,000+ linear feet		1,000	
			<i>After 2nd Inspection - Original Fee</i>			
1	1/6	FR-260	High Pile Storage Plan Check	Per Plan Check		100%
			0 - 500 square feet		300	
			501 - 2,500 square feet		350	
			2,501 - 20,000 square feet		400	
			20,001 - 500,000 square feet		500	
			500,001+ square feet		550	
1	1/6	FR-270	Fire Alarm Plan Check / Inspection			100%
			Plan Check:	Per Plan Check		
			Over the Counter		200	
			Standard		450	
			<i>PC Phasing - separate fee for each fee based on the number of heads</i>			
			Inspection:	Per Inspection		
			Over the Counter		215	
			Standard		390	
			Plus Each Device Over 9, per device		6	
			<i>After 2nd Inspection - Original Fee</i>			
			Waterflow Monitoring			
			Plan Check	Per Plan Check	300	
			Inspection	Per Inspection	270	

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**FIRE DEPARTMENT**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
1	1/6	FR-280	Fire Suppression System Plan Check / Inspection			100%
			Plan Check:	Per Plan Check		
			Over the Counter		200	
			Standard		300	
			<i>PC Phasing - separate fee for each fee based on the number of heads</i>			
			Inspection:	Per Inspection		
			Over the Counter		215	
			Standard		270	
			<i>After 2nd Inspection - Original Fee</i>			
1	2	FR-410	Expired Permit / Extension	Per Extension	115	100%
1	1	FR-420	Expedited Plan Check	1.5x Regular Plan Check Fee	1.5x Regular Plan Check Fee	100%

Fee Discount / Waiver Notes:

1. Fees will be reduced by 50% for 501(C)(3) Nonprofit Organizations (See CMC §3.02.080).
2. Fees will be waived for 501(C)(3) Nonprofit Organizations (See CMC §3.02.080). (FR-060 will be waived if the activity does not involve solicitation of funds. FR-070 will have the initial and first re-inspection waived for E and A3 occupancies).
3. Fees will be reduced by 50% for single-family plan check and permit/inspection fees for new construction on infill residential lots within the boundary of the Downtown Specific Plan (See CMC §3.02.090).

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
NON-MARKET BASED FEES

**BUILDING DIVISION**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
1/3	6	BL-010	Building and Other Inspection Building Inspection Miscellaneous Inspection Plumbing Inspection Electrical Inspection Mechanical Inspection Tenant Improvement Minimum	Flat Fee	Table A Table B Table C Table D Table E Table F 123	100%
1/3	6	BL-020	Building Plan Checking Building Plan Check Miscellaneous Plan Check Plumbing Plan Check Electrical Plan Check Mechanical Plan Check Tenant Improvement Minimum	Flat Fee	Table A Table B Table C Table D Table E Table F 123	100%
			<i>After 3 plan checks, each plan check charged at the fully allocated hourly rate for all staff involved plus any outside costs.</i>			Full Cost
1/3	6	BL-030	Building Occupancy Inspection	Flat Fee	683	100%
1	6	BL-035	Tenant Occupancy Inspection	Flat Fee	604	100%
1	6	BL-036	Post Occupancy Inspection	Flat Fee	267	100%
1	6	BL-037	Mobile Home Park Cert of Occupancy	Flat Fee	170	100%
1	6	BL-070	Post Fire Building Inspection	Flat Fee	842	100%
1	6	BL-080	Special Building Inspection / Re-Inspection <i>Deposit with charges at Full Cost</i>	Deposit + Full Cost	Deposit + Full Cost	100%
1	6	BL-100	Temporary Connection of Utilities <i>Plus guarantee deposit per agreement</i> <i>Deposit is forfeited if terms of the agreement are not met</i>	Fee + Deposit	347 2,000	100%
1/3	6	BL-130	Landscape Plan Check Fence & Wall Review Front Yard Review <i>Plus actual contracted costs</i> HOA, Slopes, Fuel Modification Review <i>Plus actual contracted costs</i> Model Home Review <i>Plus actual contracted costs</i> Commercial/Industrial Review <i>Plus actual contracted costs</i> City Park Review Minimum	Flat Fee	969 681 Actual Cost 1,012 Actual Cost 816 Actual Cost 816 Actual Cost 931 123	100%
1	2	BL-150	OSHPD3 Certification	Flat Fee	109	100%
1	2	BL-160	Building Permit/Plan Extension	Flat Fee	76	100%
1	2	BL-170	Recordation Fee	Actual Cost	Actual Cost	100%
1	2	BL-180	Fee for all other services not identified above	Per Hour	149	100%
1	2	BL-190	Request for Duplication of Plans Fee	Flat Fee	56	100%

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION**

Fee Discount/ Waiver (CMC 3.02)	Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Recovery Level
1	2	BL-200	Additional Plan Checks	Flat Fee	147	100%
1	2	BL-220	Temporary Certificate of Occupancy	Fee + Deposit		100%
			SFR and TI's 2,000 sq ft or less		\$1,707 + \$2,000 Deposit	
			TI's 2,000-5,000 sq ft		\$1,707 + \$5,000 Deposit	
			All others and TI's over 5,000 sq ft		\$1,707 + \$10,000 Deposit	

Fee Discount / Waiver Notes:

1. Fees will be reduced by 50% for 501(C)(3) Nonprofit Organizations (See CMC §3.02.080).
2. Fees will be waived for 501(C)(3) Nonprofit Organizations (See CMC §3.02.080). (FR-060 will be waived if the activity does not involve solicitation of funds. FR-070 will have the initial and first re-inspection waived for E and A3 occupancies).
3. Fees will be reduced by 50% for single-family plan check and permit/inspection fees for new construction on infill residential lots within the boundary of the Downtown Specific Plan (See CMC §3.02.090).

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table A: New Construction**

Service Name	Plan Check Only (with PME Included)	Inspection Only
	Current Fee	Current Fee
A-1 Theater 1,000 s.f. I-A, I-B, II-A	\$ 6,969.10	\$ 1,568.90
A-1 Theater 1,000 s.f. II-B, III-A, V-A	5,807.58	1,307.42
A-1 Theater 1,000 s.f. III-B, IV, V-B	4,646.07	1,045.94
A-1 Theater 5,000 s.f. I-A, I-B, II-A	10,814.12	3,137.81
A-1 Theater 5,000 s.f. II-B, III-A, V-A	9,011.77	2,614.84
A-1 Theater 5,000 s.f. III-B, IV, V-B	7,209.41	2,091.87
A-1 Theater 10,000 s.f. I-A, I-B, II-A	11,294.75	5,334.27
A-1 Theater 10,000 s.f. II-B, III-A, V-A	9,412.29	4,445.23
A-1 Theater 10,000 s.f. III-B, IV, V-B	7,529.83	3,556.18
A-1 Theater 20,000 s.f. I-A, I-B, II-A	12,976.94	7,687.62
A-1 Theater 20,000 s.f. II-B, III-A, V-A	10,814.12	6,406.35
A-1 Theater 20,000 s.f. III-B, IV, V-B	8,651.30	5,125.08
A-1 Theater 50,000 s.f. I-A, I-B, II-A	16,581.65	9,256.53
A-1 Theater 50,000 s.f. II-B, III-A, V-A	13,818.04	7,713.77
A-1 Theater 50,000 s.f. III-B, IV, V-B	11,054.43	6,171.02
A-1 Theater 100,000 s.f. I-A, I-B, II-A	23,070.12	10,982.32
A-1 Theater 100,000 s.f. II-B, III-A, V-A	19,225.10	9,151.93
A-1 Theater 100,000 s.f. III-B, IV, V-B	15,380.08	7,321.55
A-2 Nightclub 1,000 s.f. I-A, I-B, II-A	6,488.47	1,255.12
A-2 Nightclub 1,000 s.f. II-B, III-A, V-A	5,407.06	1,045.94
A-2 Nightclub 1,000 s.f. III-B, IV, V-B	4,325.65	836.75
A-2 Nightclub 5,000 s.f. I-A, I-B, II-A	10,573.81	2,667.14
A-2 Nightclub 5,000 s.f. II-B, III-A, V-A	8,811.50	2,222.61
A-2 Nightclub 5,000 s.f. III-B, IV, V-B	7,049.20	1,778.09
A-2 Nightclub 10,000 s.f. I-A, I-B, II-A	10,814.12	4,706.71
A-2 Nightclub 10,000 s.f. II-B, III-A, V-A	9,011.77	3,922.26
A-2 Nightclub 10,000 s.f. III-B, IV, V-B	7,209.41	3,137.81
A-2 Nightclub 20,000 s.f. I-A, I-B, II-A	12,976.94	6,589.39
A-2 Nightclub 20,000 s.f. II-B, III-A, V-A	10,814.12	5,491.16
A-2 Nightclub 20,000 s.f. III-B, IV, V-B	8,651.30	4,392.93
A-2 Nightclub 50,000 s.f. I-A, I-B, II-A	16,341.34	7,844.52
A-2 Nightclub 50,000 s.f. II-B, III-A, V-A	13,617.78	6,537.10
A-2 Nightclub 50,000 s.f. III-B, IV, V-B	10,894.22	5,229.68
A-2 Nightclub 100,000 s.f. I-A, I-B, II-A	22,829.81	10,197.87
A-2 Nightclub 100,000 s.f. II-B, III-A, V-A	19,024.84	8,498.22
A-2 Nightclub 100,000 s.f. III-B, IV, V-B	15,219.87	6,798.58
A-3 General Assembly, Comm. Hall, Library, Museum, Church 1,000 s.f. I-A, I-B, II-A	7,930.35	1,412.01
A-3 General Assembly, Comm. Hall, Library, Museum, Church 1,000 s.f. II-B, III-A, V-A	6,608.63	1,176.68
A-3 General Assembly, Comm. Hall, Library, Museum, Church 1,000 s.f. III-B, IV, V-B	5,286.90	941.34
A-3 General Assembly, Comm. Hall, Library, Museum, Church 5,000 s.f. I-A, I-B, II-A	12,256.00	2,824.03
A-3 General Assembly, Comm. Hall, Library, Museum, Church 5,000 s.f. II-B, III-A, V-A	10,213.33	2,353.35
A-3 General Assembly, Comm. Hall, Library, Museum, Church 5,000 s.f. III-B, IV, V-B	8,170.67	1,882.68
A-3 General Assembly, Comm. Hall, Library, Museum, Church 10,000 s.f. I-A, I-B, II-A	12,736.63	5,020.49
A-3 General Assembly, Comm. Hall, Library, Museum, Church 10,000 s.f. II-B, III-A, V-A	10,613.86	4,183.74
A-3 General Assembly, Comm. Hall, Library, Museum, Church 10,000 s.f. III-B, IV, V-B	8,491.09	3,346.99
A-3 General Assembly, Comm. Hall, Library, Museum, Church 20,000 s.f. I-A, I-B, II-A	14,178.51	7,060.06
A-3 General Assembly, Comm. Hall, Library, Museum, Church 20,000 s.f. II-B, III-A, V-A	11,815.43	5,883.39
A-3 General Assembly, Comm. Hall, Library, Museum, Church 20,000 s.f. III-B, IV, V-B	9,452.34	4,706.71
A-3 General Assembly, Comm. Hall, Library, Museum, Church 50,000 s.f. I-A, I-B, II-A	17,062.28	8,472.08
A-3 General Assembly, Comm. Hall, Library, Museum, Church 50,000 s.f. II-B, III-A, V-A	14,218.56	7,060.06
A-3 General Assembly, Comm. Hall, Library, Museum, Church 50,000 s.f. III-B, IV, V-B	11,374.85	5,648.05
A-3 General Assembly, Comm. Hall, Library, Museum, Church 100,000 s.f. I-A, I-B, II-A	19,225.10	10,982.32
A-3 General Assembly, Comm. Hall, Library, Museum, Church 100,000 s.f. II-B, III-A, V-A	16,020.92	9,151.93
A-3 General Assembly, Comm. Hall, Library, Museum, Church 100,000 s.f. III-B, IV, V-B	12,816.73	7,321.55
A-4 Arena 5,000 s.f. I-A, I-B, II-A	12,256.00	2,667.14
A-4 Arena 5,000 s.f. II-B, III-A, V-A	10,213.33	2,222.61
A-4 Arena 5,000 s.f. III-B, IV, V-B	8,170.67	1,778.09
A-4 Arena 10,000 s.f. I-A, I-B, II-A	12,736.63	4,706.71
A-4 Arena 10,000 s.f. II-B, III-A, V-A	10,613.86	3,922.26
A-4 Arena 10,000 s.f. III-B, IV, V-B	8,491.09	3,137.81
A-4 Arena 20,000 s.f. I-A, I-B, II-A	15,139.77	6,746.28
A-4 Arena 20,000 s.f. II-B, III-A, V-A	12,616.47	5,621.90
A-4 Arena 20,000 s.f. III-B, IV, V-B	10,093.18	4,497.52
A-4 Arena 50,000 s.f. I-A, I-B, II-A	19,225.10	8,158.30
A-4 Arena 50,000 s.f. II-B, III-A, V-A	16,020.92	6,798.58
A-4 Arena 50,000 s.f. III-B, IV, V-B	12,816.73	5,438.86

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table A: New Construction**

Service Name	Plan Check Only (with PME Included)	Inspection Only
	Current Fee	Current Fee
A-4 Arena 100,000 s.f. I-A, I-B, II-A	26,674.83	10,790.21
A-4 Arena 100,000 s.f. II-B, III-A, V-A	22,229.02	8,991.84
A-4 Arena 100,000 s.f. III-B, IV, V-B	17,783.22	7,193.47
A-5 Stadium 1,000 s.f. I-A, I-B, II-A	5,527.22	1,412.01
A-5 Stadium 1,000 s.f. II-B, III-A, V-A	4,606.01	1,176.68
A-5 Stadium 1,000 s.f. III-B, IV, V-B	3,684.81	941.34
A-5 Stadium 5,000 s.f. I-A, I-B, II-A	8,410.98	2,667.14
A-5 Stadium 5,000 s.f. II-B, III-A, V-A	7,009.15	2,222.61
A-5 Stadium 5,000 s.f. III-B, IV, V-B	5,607.32	1,778.09
A-5 Stadium 10,000 s.f. I-A, I-B, II-A	8,651.30	4,706.71
A-5 Stadium 10,000 s.f. II-B, III-A, V-A	7,209.41	3,922.26
A-5 Stadium 10,000 s.f. III-B, IV, V-B	5,767.53	3,137.81
A-5 Stadium 20,000 s.f. I-A, I-B, II-A	10,093.18	6,746.28
A-5 Stadium 20,000 s.f. II-B, III-A, V-A	8,410.98	5,621.90
A-5 Stadium 20,000 s.f. III-B, IV, V-B	6,728.79	4,497.52
A-5 Stadium 50,000 s.f. I-A, I-B, II-A	12,736.63	8,158.30
A-5 Stadium 50,000 s.f. II-B, III-A, V-A	10,613.86	6,798.58
A-5 Stadium 50,000 s.f. III-B, IV, V-B	8,491.09	5,438.86
A-5 Stadium 100,000 s.f. I-A, I-B, II-A	14,418.83	10,668.54
A-5 Stadium 100,000 s.f. II-B, III-A, V-A	12,015.69	8,890.45
A-5 Stadium 100,000 s.f. III-B, IV, V-B	9,612.55	7,112.36
B Office 1,000 s.f. I-A, I-B, II-A	9,372.24	1,725.79
B Office 1,000 s.f. II-B, III-A, V-A	7,810.20	1,438.16
B Office 1,000 s.f. III-B, IV, V-B	6,248.16	1,150.53
B Office 5,000 s.f. I-A, I-B, II-A	15,380.08	3,608.48
B Office 5,000 s.f. II-B, III-A, V-A	12,816.73	3,007.06
B Office 5,000 s.f. III-B, IV, V-B	10,253.39	2,405.65
B Office 10,000 s.f. I-A, I-B, II-A	15,860.71	6,275.61
B Office 10,000 s.f. II-B, III-A, V-A	13,217.26	5,229.68
B Office 10,000 s.f. III-B, IV, V-B	10,573.81	4,183.74
B Office 20,000 s.f. I-A, I-B, II-A	18,984.79	8,942.75
B Office 20,000 s.f. II-B, III-A, V-A	15,820.66	7,452.29
B Office 20,000 s.f. III-B, IV, V-B	12,656.52	5,961.83
B Office 50,000 s.f. I-A, I-B, II-A	23,791.06	10,825.43
B Office 50,000 s.f. II-B, III-A, V-A	19,825.88	9,021.19
B Office 50,000 s.f. III-B, IV, V-B	15,860.71	7,216.95
B Office 100,000 s.f. I-A, I-B, II-A	27,876.40	13,492.57
B Office 100,000 s.f. II-B, III-A, V-A	23,230.33	11,243.81
B Office 100,000 s.f. III-B, IV, V-B	18,584.26	8,995.04
B Office 200,000 s.f. I-A, I-B, II-A	49,264.32	24,161.11
B Office 200,000 s.f. II-B, III-A, V-A	41,053.60	20,134.26
B Office 200,000 s.f. III-B, IV, V-B	32,842.88	16,107.40
B Office 500,000 s.f. I-A, I-B, II-A	56,473.73	29,652.27
B Office 500,000 s.f. II-B, III-A, V-A	47,061.44	24,710.22
B Office 500,000 s.f. III-B, IV, V-B	37,649.15	19,768.18
B Office 1,000,000 s.f. I-A, I-B, II-A	79,784.17	37,967.45
B Office 1,000,000 s.f. II-B, III-A, V-A	66,486.80	31,639.54
B Office 1,000,000 s.f. III-B, IV, V-B	53,189.44	25,311.64
B Medical Office 1,000 s.f. I-A, I-B, II-A	9,852.86	1,725.79
B Medical Office 1,000 s.f. II-B, III-A, V-A	8,210.72	1,438.16
B Medical Office 1,000 s.f. III-B, IV, V-B	6,568.58	1,150.53
B Medical Office 5,000 s.f. I-A, I-B, II-A	15,860.71	3,608.48
B Medical Office 5,000 s.f. II-B, III-A, V-A	13,217.26	3,007.06
B Medical Office 5,000 s.f. III-B, IV, V-B	10,573.81	2,405.65
B Medical Office 10,000 s.f. I-A, I-B, II-A	16,341.34	6,275.61
B Medical Office 10,000 s.f. II-B, III-A, V-A	13,617.78	5,229.68
B Medical Office 10,000 s.f. III-B, IV, V-B	10,894.22	4,183.74
B Medical Office 20,000 s.f. I-A, I-B, II-A	19,465.41	9,099.64
B Medical Office 20,000 s.f. II-B, III-A, V-A	16,221.18	7,583.03
B Medical Office 20,000 s.f. III-B, IV, V-B	12,976.94	6,066.43
B Medical Office 50,000 s.f. I-A, I-B, II-A	24,271.69	10,825.43
B Medical Office 50,000 s.f. II-B, III-A, V-A	20,226.41	9,021.19
B Medical Office 50,000 s.f. III-B, IV, V-B	16,181.13	7,216.95
B Medical Office 100,000 s.f. I-A, I-B, II-A	34,605.18	13,021.90
B Medical Office 100,000 s.f. II-B, III-A, V-A	28,837.65	10,851.58
B Medical Office 100,000 s.f. III-B, IV, V-B	23,070.12	8,681.26

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table A: New Construction**

Service Name	Plan Check Only (with PME Included)	Inspection Only
	Current Fee	Current Fee
B Restaurant <50 occupants 1,000 s.f. I-A, I-B, II-A	8,170.67	2,824.03
B Restaurant <50 occupants 1,000 s.f. II-B, III-A, V-A	6,808.89	2,353.35
B Restaurant <50 occupants 1,000 s.f. III-B, IV, V-B	5,447.11	1,882.68
B Restaurant <50 occupants 2,000 s.f. I-A, I-B, II-A	10,093.18	3,294.70
B Restaurant <50 occupants 2,000 s.f. II-B, III-A, V-A	8,410.98	2,745.58
B Restaurant <50 occupants 2,000 s.f. III-B, IV, V-B	6,728.79	2,196.46
B Restaurant <50 occupants 5,000 s.f. I-A, I-B, II-A	11,535.06	4,392.93
B Restaurant <50 occupants 5,000 s.f. II-B, III-A, V-A	9,612.55	3,660.77
B Restaurant <50 occupants 5,000 s.f. III-B, IV, V-B	7,690.04	2,928.62
B Restaurant <50 occupants 10,000 s.f. I-A, I-B, II-A	13,697.88	10,511.65
B Restaurant <50 occupants 10,000 s.f. II-B, III-A, V-A	11,414.90	8,759.71
B Restaurant <50 occupants 10,000 s.f. III-B, IV, V-B	9,131.92	7,007.77
E Educational 1,000 s.f. I-A, I-B, II-A	7,209.41	2,255.12
E Educational 1,000 s.f. II-B, III-A, V-A	6,007.84	1,045.94
E Educational 1,000 s.f. III-B, IV, V-B	4,806.28	836.75
E Educational 5,000 s.f. I-A, I-B, II-A	10,814.12	2,667.14
E Educational 5,000 s.f. II-B, III-A, V-A	9,011.77	2,222.61
E Educational 5,000 s.f. III-B, IV, V-B	7,209.41	1,778.09
E Educational 10,000 s.f. I-A, I-B, II-A	11,294.75	4,706.71
E Educational 10,000 s.f. II-B, III-A, V-A	9,412.29	3,922.26
E Educational 10,000 s.f. III-B, IV, V-B	7,529.83	3,137.81
E Educational 20,000 s.f. I-A, I-B, II-A	13,457.57	6,746.28
E Educational 20,000 s.f. II-B, III-A, V-A	11,214.64	5,621.90
E Educational 20,000 s.f. III-B, IV, V-B	8,971.71	4,497.52
E Educational 50,000 s.f. I-A, I-B, II-A	17,062.28	8,001.41
E Educational 50,000 s.f. II-B, III-A, V-A	14,218.56	6,667.84
E Educational 50,000 s.f. III-B, IV, V-B	11,374.85	5,334.27
E Educational 100,000 s.f. I-A, I-B, II-A	23,791.06	10,354.76
E Educational 100,000 s.f. II-B, III-A, V-A	19,825.88	8,628.97
E Educational 100,000 s.f. III-B, IV, V-B	15,860.71	6,903.17
F-1, F-2 Industrial, Moderate/Low Hazard 1,000 s.f. I-A, I-B, II-A	6,248.16	1,255.12
F-1, F-2 Industrial, Moderate/Low Hazard 1,000 s.f. II-B, III-A, V-A	5,206.80	1,045.94
F-1, F-2 Industrial, Moderate/Low Hazard 1,000 s.f. III-B, IV, V-B	4,165.44	836.75
F-1, F-2 Industrial, Moderate/Low Hazard 5,000 s.f. I-A, I-B, II-A	9,372.24	2,667.14
F-1, F-2 Industrial, Moderate/Low Hazard 5,000 s.f. II-B, III-A, V-A	7,810.20	2,222.61
F-1, F-2 Industrial, Moderate/Low Hazard 5,000 s.f. III-B, IV, V-B	6,248.16	1,778.09
F-1, F-2 Industrial, Moderate/Low Hazard 15,000 s.f. I-A, I-B, II-A	9,852.86	4,706.71
F-1, F-2 Industrial, Moderate/Low Hazard 15,000 s.f. II-B, III-A, V-A	8,210.72	3,922.26
F-1, F-2 Industrial, Moderate/Low Hazard 15,000 s.f. III-B, IV, V-B	6,568.58	3,137.81
F-1, F-2 Industrial, Moderate/Low Hazard 20,000 s.f. I-A, I-B, II-A	11,535.06	5,804.94
F-1, F-2 Industrial, Moderate/Low Hazard 20,000 s.f. II-B, III-A, V-A	9,612.55	4,837.45
F-1, F-2 Industrial, Moderate/Low Hazard 20,000 s.f. III-B, IV, V-B	7,690.04	3,869.96
F-1, F-2 Industrial, Moderate/Low Hazard 50,000 s.f. I-A, I-B, II-A	13,697.88	6,746.28
F-1, F-2 Industrial, Moderate/Low Hazard 50,000 s.f. II-B, III-A, V-A	11,414.90	5,621.90
F-1, F-2 Industrial, Moderate/Low Hazard 50,000 s.f. III-B, IV, V-B	9,131.92	4,497.52
F-1, F-2 Industrial, Moderate/Low Hazard 100,000 s.f. I-A, I-B, II-A	14,418.83	8,942.75
F-1, F-2 Industrial, Moderate/Low Hazard 100,000 s.f. II-B, III-A, V-A	12,015.69	7,452.29
F-1, F-2 Industrial, Moderate/Low Hazard 100,000 s.f. III-B, IV, V-B	9,612.55	5,961.83
S-1, S-2 Low/Mod Hazard Storage 1,000 s.f. I-A, I-B, II-A	4,806.28	3,922.26
S-1, S-2 Low/Mod Hazard Storage 1,000 s.f. II-B, III-A, V-A	4,005.23	3,268.55
S-1, S-2 Low/Mod Hazard Storage 1,000 s.f. III-B, IV, V-B	3,204.18	2,614.84
S-1, S-2 Low/Mod Hazard Storage 5,000 s.f. I-A, I-B, II-A	7,209.41	5,177.38
S-1, S-2 Low/Mod Hazard Storage 5,000 s.f. II-B, III-A, V-A	6,007.84	4,314.48
S-1, S-2 Low/Mod Hazard Storage 5,000 s.f. III-B, IV, V-B	4,806.28	3,451.59
S-1, S-2 Low/Mod Hazard Storage 10,000 s.f. I-A, I-B, II-A	7,930.35	6,589.39
S-1, S-2 Low/Mod Hazard Storage 10,000 s.f. II-B, III-A, V-A	6,608.63	5,491.16
S-1, S-2 Low/Mod Hazard Storage 10,000 s.f. III-B, IV, V-B	5,286.90	4,392.93
S-1, S-2 Low/Mod Hazard Storage 20,000 s.f. I-A, I-B, II-A	8,651.30	8,628.97
S-1, S-2 Low/Mod Hazard Storage 20,000 s.f. II-B, III-A, V-A	7,209.41	7,190.81
S-1, S-2 Low/Mod Hazard Storage 20,000 s.f. III-B, IV, V-B	5,767.53	5,752.64
S-1, S-2 Low/Mod Hazard Storage 50,000 s.f. I-A, I-B, II-A	10,814.12	11,139.21
S-1, S-2 Low/Mod Hazard Storage 50,000 s.f. II-B, III-A, V-A	9,011.77	9,282.68
S-1, S-2 Low/Mod Hazard Storage 50,000 s.f. III-B, IV, V-B	7,209.41	7,426.14
S-1, S-2 Low/Mod Hazard Storage 100,000 s.f., II-B, III-A, V-A I-A, I-B, II-A	15,620.39	14,590.80
S-1, S-2 Low/Mod Hazard Storage 100,000 s.f., II-B, III-A, V-A II-B, III-A, V-A	13,016.99	12,159.00
S-1, S-2 Low/Mod Hazard Storage 100,000 s.f., II-B, III-A, V-A III-B, IV, V-B	10,413.60	9,727.20

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table A: New Construction**

Service Name	Plan Check Only (with PME Included)	Inspection Only
	Current Fee	Current Fee
S-2 Parking Garage 5,000 s.f. I-A, I-B, II-A	7,690.04	4,706.71
S-2 Parking Garage 5,000 s.f. II-B, III-A, V-A	6,408.37	3,922.26
S-2 Parking Garage 5,000 s.f. III-B, IV, V-B	5,126.69	3,137.81
S-2 Parking Garage 10,000 s.f. I-A, I-B, II-A	11,775.37	6,118.72
S-2 Parking Garage 10,000 s.f. II-B, III-A, V-A	9,812.81	5,098.93
S-2 Parking Garage 10,000 s.f. III-B, IV, V-B	7,850.25	4,079.15
S-2 Parking Garage 50,000 s.f. I-A, I-B, II-A	12,256.00	8,001.41
S-2 Parking Garage 50,000 s.f. II-B, III-A, V-A	10,213.33	6,667.84
S-2 Parking Garage 50,000 s.f. III-B, IV, V-B	8,170.67	5,334.27
S-2 Parking Garage 100,000 s.f. I-A, I-B, II-A	18,984.79	11,923.66
S-2 Parking Garage 100,000 s.f. II-B, III-A, V-A	15,820.66	9,936.39
S-2 Parking Garage 100,000 s.f. III-B, IV, V-B	12,656.52	7,949.11
S-2 Parking Garage 500,000 s.f. I-A, I-B, II-A	23,070.12	17,885.49
S-2 Parking Garage 500,000 s.f. II-B, III-A, V-A	19,225.10	14,904.58
S-2 Parking Garage 500,000 s.f. III-B, IV, V-B	15,380.08	11,923.66
S-2 Parking Garage 1,000,000 s.f. I-A, I-B, II-A	30,279.53	35,770.99
S-2 Parking Garage 1,000,000 s.f. II-B, III-A, V-A	25,232.94	29,809.16
S-2 Parking Garage 1,000,000 s.f. III-B, IV, V-B	20,186.36	23,847.33
U Utility/Misc 500 s.f. I-A, I-B, II-A	2,403.14	1,412.01
U Utility/Misc 500 s.f. II-B, III-A, V-A	2,002.61	1,176.68
U Utility/Misc 500 s.f. III-B, IV, V-B	1,602.09	941.34
U Utility/Misc 2,000 s.f. I-A, I-B, II-A	3,604.71	2,039.57
U Utility/Misc 2,000 s.f. II-B, III-A, V-A	3,003.92	1,699.64
U Utility/Misc 2,000 s.f. III-B, IV, V-B	2,403.14	1,359.72
U Utility/Misc 4,000 s.f. I-A, I-B, II-A	4,085.33	4,236.04
U Utility/Misc 4,000 s.f. II-B, III-A, V-A	3,404.44	3,530.03
U Utility/Misc 4,000 s.f. III-B, IV, V-B	2,723.56	2,824.03
U Utility/Misc 8,000 s.f. I-A, I-B, II-A	4,806.28	5,491.16
U Utility/Misc 8,000 s.f. II-B, III-A, V-A	4,005.23	4,575.97
U Utility/Misc 8,000 s.f. III-B, IV, V-B	3,204.18	3,660.77
U Utility/Misc 20,000 s.f. I-A, I-B, II-A	6,007.84	6,903.17
U Utility/Misc 20,000 s.f. II-B, III-A, V-A	5,006.54	5,752.64
U Utility/Misc 20,000 s.f. III-B, IV, V-B	4,005.23	4,602.12
U Utility/Misc 40,000 s.f. I-A, I-B, II-A	9,131.92	8,315.19
U Utility/Misc 40,000 s.f. II-B, III-A, V-A	7,609.94	6,929.32
U Utility/Misc 40,000 s.f. III-B, IV, V-B	6,087.95	5,543.46
U Utility/Misc (Associated w R-3 structures) 500 s.f. I-A, I-B, II-A	961.26	627.56
U Utility/Misc (Associated w R-3 structures) 500 s.f. II-B, III-A, V-A	801.05	522.97
U Utility/Misc (Associated w R-3 structures) 500 s.f. III-B, IV, V-B	640.84	418.37
U Utility/Misc (Associated w R-3 structures) 2,000 s.f. I-A, I-B, II-A	1,441.88	941.34
U Utility/Misc (Associated w R-3 structures) 2,000 s.f. II-B, III-A, V-A	1,201.57	784.45
U Utility/Misc (Associated w R-3 structures) 2,000 s.f. III-B, IV, V-B	961.26	627.56
U Utility/Misc (Associated w R-3 structures) 4,000 s.f. I-A, I-B, II-A	1,682.20	1,882.68
U Utility/Misc (Associated w R-3 structures) 4,000 s.f. II-B, III-A, V-A	1,401.83	1,568.90
U Utility/Misc (Associated w R-3 structures) 4,000 s.f. III-B, IV, V-B	1,121.46	1,255.12
U Utility/Misc (Associated w R-3 structures) 8,000 s.f. I-A, I-B, II-A	1,922.51	2,510.24
U Utility/Misc (Associated w R-3 structures) 8,000 s.f. II-B, III-A, V-A	1,602.09	2,091.87
U Utility/Misc (Associated w R-3 structures) 8,000 s.f. III-B, IV, V-B	1,281.67	1,673.50
H-1, H-2, H-3, H-4 High Hazards/Explosives 1,000 s.f. I-A, I-B, II-A	7,209.41	1,568.90
H-1, H-2, H-3, H-4 High Hazards/Explosives 1,000 s.f. II-B, III-A, V-A	6,007.84	1,307.42
H-1, H-2, H-3, H-4 High Hazards/Explosives 1,000 s.f. III-B, IV, V-B	4,806.28	1,045.94
H-1, H-2, H-3, H-4 High Hazards/Explosives 5,000 s.f. I-A, I-B, II-A	10,814.12	3,137.81
H-1, H-2, H-3, H-4 High Hazards/Explosives 5,000 s.f. II-B, III-A, V-A	9,011.77	2,614.84
H-1, H-2, H-3, H-4 High Hazards/Explosives 5,000 s.f. III-B, IV, V-B	7,209.41	2,091.87
H-1, H-2, H-3, H-4 High Hazards/Explosives 10,000 s.f. I-A, I-B, II-A	11,294.75	5,177.38
H-1, H-2, H-3, H-4 High Hazards/Explosives 10,000 s.f. II-B, III-A, V-A	9,412.29	4,314.48
H-1, H-2, H-3, H-4 High Hazards/Explosives 10,000 s.f. III-B, IV, V-B	7,529.83	3,451.59
H-1, H-2, H-3, H-4 High Hazards/Explosives 50,000 s.f. I-A, I-B, II-A	16,581.65	9,099.64
H-1, H-2, H-3, H-4 High Hazards/Explosives 50,000 s.f. II-B, III-A, V-A	13,818.04	7,583.03
H-1, H-2, H-3, H-4 High Hazards/Explosives 50,000 s.f. III-B, IV, V-B	11,054.43	6,066.43
H-1, H-2, H-3, H-4 High Hazards/Explosives 100,000 s.f. I-A, I-B, II-A	22,589.49	11,766.77
H-1, H-2, H-3, H-4 High Hazards/Explosives 100,000 s.f. II-B, III-A, V-A	18,824.58	9,805.64
H-1, H-2, H-3, H-4 High Hazards/Explosives 100,000 s.f. III-B, IV, V-B	15,059.66	7,844.52
H-5 HPM, 1,000 s.f. I-A, I-B, II-A	10,573.81	1,255.12
H-5 HPM, 1,000 s.f. II-B, III-A, V-A	8,811.50	1,045.94
H-5 HPM, 1,000 s.f. III-B, IV, V-B	7,049.20	836.75

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table A: New Construction**

Service Name	Plan Check Only (with PME Included)	Inspection Only
	Current Fee	Current Fee
H-5 HPM, 5,000 s.f. I-A, I-B, II-A	16,341.34	2,667.14
H-5 HPM, 5,000 s.f. II-B, III-A, V-A	13,617.78	2,222.61
H-5 HPM, 5,000 s.f. III-B, IV, V-B	10,894.22	1,778.09
H-5 HPM, 10,000 s.f. I-A, I-B, II-A	17,062.28	4,549.82
H-5 HPM, 10,000 s.f. II-B, III-A, V-A	14,218.56	3,791.52
H-5 HPM, 10,000 s.f. III-B, IV, V-B	11,374.85	3,033.21
H-5 HPM, 20,000 s.f. I-A, I-B, II-A	20,186.36	6,589.39
H-5 HPM, 20,000 s.f. II-B, III-A, V-A	16,821.96	5,491.16
H-5 HPM, 20,000 s.f. III-B, IV, V-B	13,457.57	4,392.93
H-5 HPM, 50,000 s.f. I-A, I-B, II-A	25,232.94	7,844.52
H-5 HPM, 50,000 s.f. II-B, III-A, V-A	21,027.45	6,537.10
H-5 HPM, 50,000 s.f. III-B, IV, V-B	16,821.96	5,229.68
H-5 HPM, 100,000 s.f. I-A, I-B, II-A	35,806.75	10,197.87
H-5 HPM, 100,000 s.f. II-B, III-A, V-A	29,838.96	8,498.22
H-5 HPM, 100,000 s.f. III-B, IV, V-B	23,871.17	6,798.58
I-1, I-2, I-3 Institutional, Hospital, Jail 1,000 s.f. I-A, I-B, II-A	9,852.86	1,725.79
I-1, I-2, I-3 Institutional, Hospital, Jail 1,000 s.f. II-B, III-A, V-A	8,210.72	1,438.16
I-1, I-2, I-3 Institutional, Hospital, Jail 1,000 s.f. III-B, IV, V-B	6,568.58	1,150.53
I-1, I-2, I-3 Institutional, Hospital, Jail 5,000 s.f. I-A, I-B, II-A	15,860.71	3,451.59
I-1, I-2, I-3 Institutional, Hospital, Jail 5,000 s.f. II-B, III-A, V-A	13,217.26	2,876.32
I-1, I-2, I-3 Institutional, Hospital, Jail 5,000 s.f. III-B, IV, V-B	10,573.81	2,301.06
I-1, I-2, I-3 Institutional, Hospital, Jail 10,000 s.f. I-A, I-B, II-A	16,341.34	6,118.72
I-1, I-2, I-3 Institutional, Hospital, Jail 10,000 s.f. II-B, III-A, V-A	13,617.78	5,098.93
I-1, I-2, I-3 Institutional, Hospital, Jail 10,000 s.f. III-B, IV, V-B	10,894.22	4,079.15
I-1, I-2, I-3 Institutional, Hospital, Jail 20,000 s.f. I-A, I-B, II-A	19,465.41	8,628.97
I-1, I-2, I-3 Institutional, Hospital, Jail 20,000 s.f. II-B, III-A, V-A	16,221.18	7,190.81
I-1, I-2, I-3 Institutional, Hospital, Jail 20,000 s.f. III-B, IV, V-B	12,976.94	5,752.64
I-1, I-2, I-3 Institutional, Hospital, Jail 50,000 s.f. I-A, I-B, II-A	24,271.69	10,354.76
I-1, I-2, I-3 Institutional, Hospital, Jail 50,000 s.f. II-B, III-A, V-A	20,226.41	8,628.97
I-1, I-2, I-3 Institutional, Hospital, Jail 50,000 s.f. III-B, IV, V-B	16,181.13	6,903.17
I-1, I-2, I-3 Institutional, Hospital, Jail 100,000 s.f. I-A, I-B, II-A	34,605.18	13,335.68
I-1, I-2, I-3 Institutional, Hospital, Jail 100,000 s.f. II-B, III-A, V-A	28,837.65	11,113.06
I-1, I-2, I-3 Institutional, Hospital, Jail 100,000 s.f. III-B, IV, V-B	23,070.12	8,890.45
I-4, I-2.1 Day Care/Outpatient 1,000 s.f. I-A, I-B, II-A	9,852.86	1,568.90
I-4, I-2.1 Day Care/Outpatient 1,000 s.f. II-B, III-A, V-A	8,210.72	1,307.42
I-4, I-2.1 Day Care/Outpatient 1,000 s.f. III-B, IV, V-B	6,568.58	1,045.94
I-4, I-2.1 Day Care/Outpatient 5,000 s.f. I-A, I-B, II-A	15,620.39	3,294.70
I-4, I-2.1 Day Care/Outpatient 5,000 s.f. II-B, III-A, V-A	13,016.99	2,745.58
I-4, I-2.1 Day Care/Outpatient 5,000 s.f. III-B, IV, V-B	10,413.60	2,196.46
I-4, I-2.1 Day Care/Outpatient 10,000 s.f. I-A, I-B, II-A	16,341.34	5,648.05
I-4, I-2.1 Day Care/Outpatient 10,000 s.f. II-B, III-A, V-A	13,617.78	4,706.71
I-4, I-2.1 Day Care/Outpatient 10,000 s.f. III-B, IV, V-B	10,894.22	3,765.37
I-4, I-2.1 Day Care/Outpatient 20,000 s.f. I-A, I-B, II-A	19,465.41	8,158.30
I-4, I-2.1 Day Care/Outpatient 20,000 s.f. II-B, III-A, V-A	16,221.18	6,798.58
I-4, I-2.1 Day Care/Outpatient 20,000 s.f. III-B, IV, V-B	12,976.94	5,438.86
I-4, I-2.1 Day Care/Outpatient 50,000 s.f. I-A, I-B, II-A	24,271.69	9,727.20
I-4, I-2.1 Day Care/Outpatient 50,000 s.f. II-B, III-A, V-A	20,226.41	8,106.00
I-4, I-2.1 Day Care/Outpatient 50,000 s.f. III-B, IV, V-B	16,181.13	6,484.80
I-4, I-2.1 Day Care/Outpatient 100,000 s.f. I-A, I-B, II-A	34,605.18	11,766.77
I-4, I-2.1 Day Care/Outpatient 100,000 s.f. II-B, III-A, V-A	28,837.65	9,805.64
I-4, I-2.1 Day Care/Outpatient 100,000 s.f. III-B, IV, V-B	23,070.12	7,844.52
M Mercantile 1,000 s.f. I-A, I-B, II-A	6,728.79	2,667.14
M Mercantile 1,000 s.f. II-B, III-A, V-A	5,607.32	2,222.61
M Mercantile 1,000 s.f. III-B, IV, V-B	4,485.86	1,778.09
M Mercantile 5,000 s.f. I-A, I-B, II-A	10,333.49	4,079.15
M Mercantile 5,000 s.f. II-B, III-A, V-A	8,611.24	3,399.29
M Mercantile 5,000 s.f. III-B, IV, V-B	6,888.99	2,719.43
M Mercantile 10,000 s.f. I-A, I-B, II-A	10,814.12	6,118.72
M Mercantile 10,000 s.f. II-B, III-A, V-A	9,011.77	5,098.93
M Mercantile 10,000 s.f. III-B, IV, V-B	7,209.41	4,079.15
M Mercantile 20,000 s.f. I-A, I-B, II-A	12,736.63	9,256.53
M Mercantile 20,000 s.f. II-B, III-A, V-A	10,613.86	7,713.77
M Mercantile 20,000 s.f. III-B, IV, V-B	8,491.09	6,171.02
M Mercantile 50,000 s.f. I-A, I-B, II-A	15,860.71	11,923.66
M Mercantile 50,000 s.f. II-B, III-A, V-A	13,217.26	9,936.39
M Mercantile 50,000 s.f. III-B, IV, V-B	10,573.81	7,949.11

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table A: New Construction**

Service Name	Plan Check Only (with PME Included)	Inspection Only
	Current Fee	Current Fee
M Mercantile 100,000 s.f. I-A, I-B, II-A	18,023.53	15,375.25
M Mercantile 100,000 s.f. II-B, III-A, V-A	15,019.61	12,812.71
M Mercantile 100,000 s.f. III-B, IV, V-B	12,015.69	10,250.17
M Mercantile 200,000 s.f. I-A, I-B, II-A	20,186.36	20,238.85
M Mercantile 200,000 s.f. II-B, III-A, V-A	16,821.96	16,865.71
M Mercantile 200,000 s.f. III-B, IV, V-B	13,457.57	13,492.57
R-1 Apartments/Hotel Transient 1,000 s.f. I-A, I-B, II-A	8,410.98	2,980.92
R-1 Apartments/Hotel Transient 1,000 s.f. II-B, III-A, V-A	7,009.15	2,484.10
R-1 Apartments/Hotel Transient 1,000 s.f. III-B, IV, V-B	5,607.32	1,987.28
R-1 Apartments/Hotel Transient 5,000 s.f. I-A, I-B, II-A	12,976.94	5,648.05
R-1 Apartments/Hotel Transient 5,000 s.f. II-B, III-A, V-A	10,814.12	4,706.71
R-1 Apartments/Hotel Transient 5,000 s.f. III-B, IV, V-B	8,651.30	3,765.37
R-1 Apartments/Hotel Transient 10,000 s.f. I-A, I-B, II-A	13,457.57	9,413.42
R-1 Apartments/Hotel Transient 10,000 s.f. II-B, III-A, V-A	11,214.64	7,844.52
R-1 Apartments/Hotel Transient 10,000 s.f. III-B, IV, V-B	8,971.71	6,275.61
R-1 Apartments/Hotel Transient 20,000 s.f. I-A, I-B, II-A	15,860.71	13,178.79
R-1 Apartments/Hotel Transient 20,000 s.f. II-B, III-A, V-A	13,217.26	10,982.32
R-1 Apartments/Hotel Transient 20,000 s.f. III-B, IV, V-B	10,573.81	8,785.86
R-1 Apartments/Hotel Transient 50,000 s.f. I-A, I-B, II-A	19,946.04	15,845.92
R-1 Apartments/Hotel Transient 50,000 s.f. II-B, III-A, V-A	16,621.70	13,204.93
R-1 Apartments/Hotel Transient 50,000 s.f. III-B, IV, V-B	13,297.36	10,563.95
R-1 Apartments/Hotel Transient 100,000 s.f. I-A, I-B, II-A	28,116.71	20,395.74
R-1 Apartments/Hotel Transient 100,000 s.f. II-B, III-A, V-A	23,430.59	16,996.45
R-1 Apartments/Hotel Transient 100,000 s.f. III-B, IV, V-B	18,744.47	13,597.16
R-2 Multi-Family Residential Apartment - Perm 1,000 s.f. I-A, I-B, II-A	8,410.98	2,824.03
R-2 Multi-Family Residential Apartment - Perm 1,000 s.f. II-B, III-A, V-A	7,009.15	2,353.35
R-2 Multi-Family Residential Apartment - Perm 1,000 s.f. III-B, IV, V-B	5,607.32	1,882.68
R-2 Multi-Family Residential Apartment - Perm 5,000 s.f. I-A, I-B, II-A	12,015.69	5,334.27
R-2 Multi-Family Residential Apartment - Perm 5,000 s.f. II-B, III-A, V-A	10,013.07	4,445.23
R-2 Multi-Family Residential Apartment - Perm 5,000 s.f. III-B, IV, V-B	8,010.46	3,556.18
R-2 Multi-Family Residential Apartment - Perm 10,000 s.f. I-A, I-B, II-A	12,256.00	9,413.42
R-2 Multi-Family Residential Apartment - Perm 10,000 s.f. II-B, III-A, V-A	10,213.33	7,844.52
R-2 Multi-Family Residential Apartment - Perm 10,000 s.f. III-B, IV, V-B	8,170.67	6,275.61
R-2 Multi-Family Residential Apartment - Perm 20,000 s.f. I-A, I-B, II-A	14,418.83	11,452.99
R-2 Multi-Family Residential Apartment - Perm 20,000 s.f. II-B, III-A, V-A	12,015.69	9,544.16
R-2 Multi-Family Residential Apartment - Perm 20,000 s.f. III-B, IV, V-B	9,612.55	7,635.33
R-2 Multi-Family Residential Apartment - Perm 50,000 s.f. I-A, I-B, II-A	17,783.22	13,963.24
R-2 Multi-Family Residential Apartment - Perm 50,000 s.f. II-B, III-A, V-A	14,819.35	11,636.03
R-2 Multi-Family Residential Apartment - Perm 50,000 s.f. III-B, IV, V-B	11,855.48	9,308.82
R-2 Multi-Family Residential Apartment - Perm 100,000 s.f. I-A, I-B, II-A	24,271.69	17,571.71
R-2 Multi-Family Residential Apartment - Perm 100,000 s.f. II-B, III-A, V-A	20,226.41	14,643.10
R-2 Multi-Family Residential Apartment - Perm 100,000 s.f. III-B, IV, V-B	16,181.13	11,714.48
R-2.1 Residential Care/Assist Living Facility 1,000 s.f. I-A, I-B, II-A	10,093.18	3,922.26
R-2.1 Residential Care/Assist Living Facility 1,000 s.f. II-B, III-A, V-A	8,410.98	3,268.55
R-2.1 Residential Care/Assist Living Facility 1,000 s.f. III-B, IV, V-B	6,728.79	2,614.84
R-2.1 Residential Care/Assist Living Facility 5,000 s.f. I-A, I-B, II-A	14,418.83	5,020.49
R-2.1 Residential Care/Assist Living Facility 5,000 s.f. II-B, III-A, V-A	12,015.69	4,183.74
R-2.1 Residential Care/Assist Living Facility 5,000 s.f. III-B, IV, V-B	9,612.55	3,346.99
R-2.1 Residential Care/Assist Living Facility 10,000 s.f. I-A, I-B, II-A	14,899.45	6,589.39
R-2.1 Residential Care/Assist Living Facility 10,000 s.f. II-B, III-A, V-A	12,416.21	5,491.16
R-2.1 Residential Care/Assist Living Facility 10,000 s.f. III-B, IV, V-B	9,932.97	4,392.93
R-2.1 Residential Care/Assist Living Facility 20,000 s.f. I-A, I-B, II-A	17,783.22	8,472.08
R-2.1 Residential Care/Assist Living Facility 20,000 s.f. II-B, III-A, V-A	14,819.35	7,060.06
R-2.1 Residential Care/Assist Living Facility 20,000 s.f. III-B, IV, V-B	11,855.48	5,648.05
R-2.1 Residential Care/Assist Living Facility 50,000 s.f. I-A, I-B, II-A	21,628.24	11,139.21
R-2.1 Residential Care/Assist Living Facility 50,000 s.f. II-B, III-A, V-A	18,023.53	9,282.68
R-2.1 Residential Care/Assist Living Facility 50,000 s.f. III-B, IV, V-B	14,418.83	7,426.14
R-2.1 Residential Care/Assist Living Facility 100,000 s.f. I-A, I-B, II-A	29,558.59	14,433.91
R-2.1 Residential Care/Assist Living Facility 100,000 s.f. II-B, III-A, V-A	24,632.16	12,028.26
R-2.1 Residential Care/Assist Living Facility 100,000 s.f. III-B, IV, V-B	19,705.73	9,622.61
R-3 Single Family Residential 2,000 s.f. I-A, I-B, II-A	3,364.39	1,098.23
R-3 Single Family Residential 2,000 s.f. II-B, III-A, V-A	2,803.66	915.19
R-3 Single Family Residential 2,000 s.f. III-B, IV, V-B	2,242.93	732.15
R-3 Single Family Residential 3,000 s.f. I-A, I-B, II-A	4,325.65	1,255.12
R-3 Single Family Residential 3,000 s.f. II-B, III-A, V-A	3,604.71	1,045.94
R-3 Single Family Residential 3,000 s.f. III-B, IV, V-B	2,883.77	836.75

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table A: New Construction**

Service Name	Plan Check Only (with PME Included)	Inspection Only
	Current Fee	Current Fee
R-3 Single Family Residential 5,000 s.f. I-A, I-B, II-A	6,248.16	1,725.79
R-3 Single Family Residential 5,000 s.f. II-B, III-A, V-A	5,206.80	1,438.16
R-3 Single Family Residential 5,000 s.f. III-B, IV, V-B	4,165.44	1,150.53
R-3 Single Family Residential 10,000 s.f. I-A, I-B, II-A	6,969.10	2,353.35
R-3 Single Family Residential 10,000 s.f. II-B, III-A, V-A	5,807.58	1,961.13
R-3 Single Family Residential 10,000 s.f. III-B, IV, V-B	4,646.07	1,568.90
R-3.1 Residential Care Facility <6 Ambulatory 1,000 s.f. I-A, I-B, II-A	10,093.18	2,196.46
R-3.1 Residential Care Facility <6 Ambulatory 1,000 s.f. II-B, III-A, V-A	8,410.98	1,830.39
R-3.1 Residential Care Facility <6 Ambulatory 1,000 s.f. III-B, IV, V-B	6,728.79	1,464.31
R-3.1 Residential Care Facility <6 Ambulatory 5,000 s.f. I-A, I-B, II-A	14,418.83	3,451.59
R-3.1 Residential Care Facility <6 Ambulatory 5,000 s.f. II-B, III-A, V-A	12,015.69	2,876.32
R-3.1 Residential Care Facility <6 Ambulatory 5,000 s.f. III-B, IV, V-B	9,612.55	2,301.06
R-3.1 Residential Care Facility <6 Ambulatory 10,000 s.f. I-A, I-B, II-A	14,899.45	4,706.71
R-3.1 Residential Care Facility <6 Ambulatory 10,000 s.f. II-B, III-A, V-A	12,416.21	3,922.26
R-3.1 Residential Care Facility <6 Ambulatory 10,000 s.f. III-B, IV, V-B	9,932.97	3,137.81
R-3.1 Residential Care Facility <6 Ambulatory 20,000 s.f. I-A, I-B, II-A	17,783.22	6,589.39
R-3.1 Residential Care Facility <6 Ambulatory 20,000 s.f. II-B, III-A, V-A	14,819.35	5,491.16
R-3.1 Residential Care Facility <6 Ambulatory 20,000 s.f. III-B, IV, V-B	11,855.48	4,392.93
R-3.1 Residential Care Facility <6 Ambulatory 50,000 s.f. I-A, I-B, II-A	21,628.24	7,844.52
R-3.1 Residential Care Facility <6 Ambulatory 50,000 s.f. II-B, III-A, V-A	18,023.53	6,537.10
R-3.1 Residential Care Facility <6 Ambulatory 50,000 s.f. III-B, IV, V-B	14,418.83	5,229.68
R-3.1 Residential Care Facility <6 Ambulatory 100,000 s.f. I-A, I-B, II-A	29,558.59	10,197.87
R-3.1 Residential Care Facility <6 Ambulatory 100,000 s.f. II-B, III-A, V-A	24,632.16	8,498.22
R-3.1 Residential Care Facility <6 Ambulatory 100,000 s.f. III-B, IV, V-B	19,705.73	6,798.58
R-4 Residential Care/Assisted Living Facility 1,000 s.f. I-A, I-B, II-A	10,093.18	1,568.90
R-4 Residential Care/Assisted Living Facility 1,000 s.f. II-B, III-A, V-A	8,410.98	1,307.42
R-4 Residential Care/Assisted Living Facility 1,000 s.f. III-B, IV, V-B	6,728.79	1,045.94
R-4 Residential Care/Assisted Living Facility 5,000 s.f. I-A, I-B, II-A	14,418.83	2,824.03
R-4 Residential Care/Assisted Living Facility 5,000 s.f. II-B, III-A, V-A	12,015.69	2,353.35
R-4 Residential Care/Assisted Living Facility 5,000 s.f. III-B, IV, V-B	9,612.55	1,882.68
R-4 Residential Care/Assisted Living Facility 10,000 s.f. I-A, I-B, II-A	14,899.45	4,706.71
R-4 Residential Care/Assisted Living Facility 10,000 s.f. II-B, III-A, V-A	12,416.21	3,922.26
R-4 Residential Care/Assisted Living Facility 10,000 s.f. III-B, IV, V-B	9,932.97	3,137.81
R-4 Residential Care/Assisted Living Facility 20,000 s.f. I-A, I-B, II-A	17,783.22	6,118.72
R-4 Residential Care/Assisted Living Facility 20,000 s.f. II-B, III-A, V-A	14,819.35	5,098.93
R-4 Residential Care/Assisted Living Facility 20,000 s.f. III-B, IV, V-B	11,855.48	4,079.15
R-4 Residential Care/Assisted Living Facility 50,000 s.f. I-A, I-B, II-A	21,628.24	7,373.84
R-4 Residential Care/Assisted Living Facility 50,000 s.f. II-B, III-A, V-A	18,023.53	6,144.87
R-4 Residential Care/Assisted Living Facility 50,000 s.f. III-B, IV, V-B	14,418.83	4,915.90
R-4 Residential Care/Assisted Living Facility 100,000 s.f. I-A, I-B, II-A	29,558.59	9,413.42
R-4 Residential Care/Assisted Living Facility 100,000 s.f. II-B, III-A, V-A	24,632.16	7,844.52
R-4 Residential Care/Assisted Living Facility 100,000 s.f. III-B, IV, V-B	19,705.73	6,275.61
U Detached Access. Structure 2,000 s.f. I-A, I-B, II-A	3,845.02	2,039.57
U Detached Access. Structure 2,000 s.f. II-B, III-A, V-A	3,204.18	1,699.64
U Detached Access. Structure 2,000 s.f. III-B, IV, V-B	2,563.35	1,359.72
U Detached Access. Structure 3,000 s.f. I-A, I-B, II-A	4,806.28	2,196.46
U Detached Access. Structure 3,000 s.f. II-B, III-A, V-A	4,005.23	1,830.39
U Detached Access. Structure 3,000 s.f. III-B, IV, V-B	3,204.18	1,464.31
U Detached Access. Structure 5,000 s.f. I-A, I-B, II-A	6,969.10	3,294.70
U Detached Access. Structure 5,000 s.f. II-B, III-A, V-A	5,807.58	2,745.58
U Detached Access. Structure 5,000 s.f. III-B, IV, V-B	4,646.07	2,196.46
U Detached Access. Structure 10,000 s.f. I-A, I-B, II-A	7,690.04	4,392.93
U Detached Access. Structure 10,000 s.f. II-B, III-A, V-A	6,408.37	3,660.77
U Detached Access. Structure 10,000 s.f. III-B, IV, V-B	5,126.69	2,928.62

**Footnotes:**

1. Shells pay 70% of the full fees.
2. The plan check fee includes 3 reviews. Should there be more than 3 reviews, additional hourly fees will be charged based on current billable hourly rates for City of Corona reviews and actual hourly contracted rates for consultant reviews.
3. Where plans are incomplete or changed so as to require additional plan checks, an additional plan check fee shall be charged at the rate established by the fee schedule and minimum hours as determined by the Building Official.

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table B: Miscellaneous Fees**

	Plan Check Only (with PME Included)	Inspection Only
Service Name	Current Fee	Current Fee
Minimum Fee		
Plan Check or Building Inspection	\$ 123.00	\$ 123.00
<i>If fee &lt; \$123 - Staff will charge \$123</i>		
<i>If fee &gt; \$123 - Staff will charge fee</i>		
Fence - First 100 lineal feet (wood, vinyl, w.iron, etc.)	103.13	98.06
Each additional 100 lineal feet	9.78	13.07
<b>All masonry wall heights measured from top of footing to top of wall</b>		
Masonry Wall - City Standard - First 100 lineal feet	127.59	196.11
Each additional 100 ft.	9.78	22.23
Masonry Wall - Special Design - ≤ 6ft high - First 100 lineal feet	325.44	196.11
Each additional 100 ft.	61.69	65.37
Retaining Wall - City Standard - First 100 lineal feet	127.59	130.74
Each additional 100 ft.	19.57	65.37
Retaining Wall - Special Design - ≤6 ft. high - First 100 lineal feet	325.44	196.11
Each additional 100 ft.	61.69	98.06
Retaining Wall - Special Design - over 6 ft. high per 1,000 sq. ft.	602.07	392.23
Combo - Wall per City Std 6 ft. wall over 2 ft. retaining first 100 lineal feet	127.59	163.43
Each additional 100 ft.	19.57	98.06
Combo Wall - Special Design - First 100 lineal feet	723.14	326.85
Each additional 100 linear feet	61.69	65.37
Fireplace - Masonry - Freestanding - previously approved engineered	154.39	130.74
Fireplace - Special Design - Freestanding	376.70	326.85
Residential Patio Cover - City Std - lattice first 500 sq. ft.	178.85	261.48
Each additional 500 sq ft	-	65.37
Residential Patio Cover City Std - Solid roof - first 500 sq. ft	178.85	261.48
Each additional 500 sq. ft.	-	78.45
Residential Patio Cover Special Design - Lattice - first 500 sq. ft.	376.70	261.48
Each additional 500 sq ft	61.69	78.45
Residential Patio Cover Special Design - Solid roof - first 500 sq. ft.	376.70	261.48
Each additional 500 sq. ft.	61.69	98.06
Commercial Patio Cover Special Design - Lattice - first 500 sq. ft.	376.70	261.48
Each additional 500 sq ft	61.69	78.45
Commercial Patio Cover Special Design - Solid roof - first 500 sq. ft.	376.70	261.48
Each additional 500 sq. ft.	61.69	98.06
Patio Enclosure First 500 sq. ft. - ICC	136.15	196.11
Each additional 500 sq. ft.	-	98.06
Patio Enclosure First 500 sq. ft. - Conventional/Special Design	191.62	196.11
Each additional 500 sq. ft.	-	98.06
Balcony - City Standard - first 500 sq. ft.	227.77	261.48
Each additional 500 sq. ft.	-	98.06
Balcony - Special Design - first 500 sq. ft.	438.40	261.48
Each additional 500 sq. ft.	61.69	65.37
Residential Garage - wood frame - first 500 sq. ft.	814.76	392.23
each additional 500 sq ft	61.69	261.48

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table B: Miscellaneous Fees**

	Plan Check Only (with PME Included)	Inspection Only
Service Name	Current Fee	Current Fee
SFR Carport - City Standard - Solid Roof - first 500 sq. ft.	252.44	261.48
Each additional 500 sq. ft.	-	78.45
SFR Carport - Special Design - first 500 sq. ft.	376.70	261.48
Each additional 500 sq. ft.	61.69	65.37
MFR/Comm Carport - first 500 sq. ft.	376.70	261.48
Each additional 500 sq. ft.	61.69	65.37
<b>Storage Shed:</b>		
Wood frame first 500 sq. ft.	415.01	261.48
Each additional 500 sq. ft. (any material)	61.69	65.37
Masonry	538.40	392.23
Metal/Other	229.93	261.48
Loft - Special Design - first 500 sq. ft.	474.54	392.23
Each additional 500 sq. ft.	-	98.06
Garage Conversion - Conventional Construction - first 500 sq. ft.	415.01	522.97
Each additional 500 sq. ft. <i>(see Note 1)</i>	-	98.06
Garage Conversion - Special Design - first 500 sq. ft.	538.40	37.30
Each additional 500 sq. ft. <i>(see Note 2)</i>	-	-
Existing Garage Conversion into Accessory Dwelling Unit ADU	1,250.28	784.45
Each Additional 500 sq ft	-	98.06
New Accessory Dwelling Unit ADU		
<i>Fee as a new SFD per sq. ft.</i>		
<b>Swimming pool / Spa permit includes: slide /rock features/ 1 electrical pool panel/2 pumps/pool lights/filter/treatment systems/all piping and electrical wiring-Heaters not included-see Mechanical fee schedule (Table E)/Additional electrical panels or motors per Electrical fee schedule (Table D)</b>		
Swimming Pool - Private - First 800 sq. ft.	476.36	653.71
Each additional 500 sq. ft.	30.85	196.11
Swimming Pool Fiberglass / Vinyl	102.05	522.97
Swimming Pool - Public - First 800 sq. ft.	938.15	653.71
Each additional 500 sq. ft.	30.85	196.11
Swimming pool grotto or additional structural/water features - each	123.39	196.11
Swimming pool misc structure or code upgrade/modifications	123.39	196.11
Ponds/Fountains 200 sq. ft. or less	123.39	261.48
Room Addition Single Family Dwelling - first 500 sq. ft.	907.30	653.71
Each additional 500 sq. ft.	130.85	196.11
Foundation Repair /seismic upgrade/per 200 lineal feet of foundation	246.78	196.11
Window Residential - New / Changeout / Skylights	100.00	98.06
Window Non-Residential - New / Changeout / Skylights (Each 50)	222.47	98.06
Re-roof - Residential comp over 1 existing layer		
First 3,000 sq. ft.	79.77	98.06
Each additional 1,500 sq. ft.	12.34	13.07
Re-roof Residential - Special Design - Tile, etc.		
First 3,000 sq. ft.	110.61	98.06
Each additional 1,500 sq. ft.	24.68	13.07
Re-roof - Non Residential		
First 50,000 sq. ft.	138.56	163.43
Each additional 50,000 sq. ft.	12.34	98.06

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table B: Miscellaneous Fees**

	Plan Check Only (with PME Included)	Inspection Only
Service Name	Current Fee	Current Fee
Storage Racks 6 ft. and Higher - Interior		
First 500 lineal feet	515.02	130.74
Each additional 500 ft.	61.69	65.37
Storage Racks 6 ft and Higher - Exterior		
First 500 lineal feet	676.44	130.74
Each additional 500 ft.	-	65.37
Cell Site / Commercial Antenna Structure - Each	814.76	196.11
Flag Pole - City Standard - Each	69.16	65.37
Silo - Per 5,000 Cu. Ft. Volume	799.83	261.48
Miscellaneous Plan Check - Includes 3 Plan Checks / Inspections Only		
Additional charges per hour begin at 4th review or inspection	1,306.02	392.23
Single Family Dwelling and Garage Fire Damage		
Up to 30% Fire Damage Miscellaneous - includes 3 plan checks/inspections only	539.59	392.23
30%-70% Fire Damage	1,023.29	784.45
70%-100% Fire Damage (Fee for new single family dwelling and new garage will apply)	-	980.56
Commercial / Industrial Canopy		
First 1,000 sq. ft.	938.15	392.23
Each additional 1,000 sq. ft.	89.64	98.06
Fueling Station Canopy per 2,000 sq. ft.	938.15	392.23
Sign - Non-Electrical 200 sq. ft. or less		
Wall Mounted	61.69	130.74
Monument 6 ft. high or less	123.39	130.74
Pole sign 200 sq. ft. or less and 20 ft. high or less	370.17	196.11
Each additional 200 sq. ft. and/or each additional 20 ft. height	61.69	65.37
Sign - Electrical - see Electrical fees		
Site Accessibility Improvements:		
Per Ramp	474.35	130.74
Per Stairway	493.55	261.48
Per Accessible Parking Stall	493.55	130.74
Per Elevator / Lift	493.55	522.97
Parking lot restripe per 100 parking spaces	246.78	130.74
Demolition:		
Pool Demo without Compaction Report	61.69	98.06
Pool Demo with Compaction Report	352.98	65.37
Residential Demo (Interior Only)	123.39	65.37
Residential Demo	414.67	65.37
Non-Res Demo (Interior Only)	123.39	65.37
Non-Res Demo	414.67	65.37
Demising Wall per 1,000 sq. ft.	406.56	261.48
Manufactured Home		
First Section 12'x60' (720 sq. ft.)	671.14	196.11
Each additional section	61.69	32.69
Manufactured Home Foundation System		
First Section 12'x60' (720 sq. ft.)	401.16	261.48
Each additional section	61.69	32.69
Commercial Coach / Manufactured Building		
first Section 12'x60' (720 sq. ft.)	794.53	261.48
Each additional section	61.69	65.37

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table B: Miscellaneous Fees**

	Plan Check Only (with PME Included)	Inspection Only
Service Name	Current Fee	Current Fee
Foundation System for Commercial Coach / Manufactured Building		
First Section 12'x60' (720 sq. ft.)	715.83	261.48
Each additional section	61.69	32.69
Vault		
Underground	629.67	65.37
Above Ground	567.98	65.37
Bleachers per 1,000 sq. ft.	770.07	261.48
Certified Access Specialist Program (CASP) Review - Per Hour	123.39	130.74
Code Compliance Inspection - Per Hour	-	130.74

**Footnotes:**

1. The plan check fee includes 3 reviews. Should there be more than 3 reviews, additional hourly fees will be charged based on current billable hourly rates for City of Corona reviews and actual hourly contracted rates for consultant reviews.

2. The above schedule covers most common and straight forward permit types. Fees for projects outside of the listed items shall be estimated by the Building Official based on degree of complexity and size.

3. Where no fee is specified or there is an unusual circumstance, that fee shall be determined by the Building Official.

4. For projects involving buildings or structures that are installed specifically for solar energy applications, fees will be charged based upon the type and/or size of the underlying building or structure in addition to the solar energy fees.

\* Where plans are incomplete or changed so as to require additional plan checking, an additional plan check fee shall be charged at the rate established by the Fee schedule and the minimum hours as determined by the Building Official.

*Note 1: This item applies to the conversion of an existing garage into a habitable space such as: a bedroom, guest room, living room, family room, etc., but not an Accessory Dwelling Unit (ADU).*

*Note 2: Same as Note 1, but with Engineering.*

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table C: Plumbing**

Service Name	Plan Check Only (with PME Included)	Inspection Only
	Current Fee	Current Fee
Minimum Fee		
Plan Check or Building Inspection	\$ 123.00	\$ 123.00
<i>If fee &lt; \$123 - Staff will charge \$123</i>		
<i>If fee &gt; \$123 - Staff will charge fee</i>		
<b>Plumbing Fee Per Each Fixture</b>		
Water Closet(Toilet)/Bidet	15.95	13.07
Lavatory/Sink	15.95	13.07
Kitchen Sink	15.95	13.07
Bathtub	15.95	13.07
Shower	15.95	13.07
Dishwasher	15.95	13.07
Laundry Tray or Mop Sink	15.95	13.07
Urinal & Waterless Urinal	15.95	13.07
Clothes washer	15.95	13.07
Floor Sink or Floor Drain	15.95	13.07
Water Heater-storage tank 100 Gal or less	62.77	32.69
Water Heater-storage tank over 100 Gal	111.69	52.30
Water Heater-Gas-instantaneous 199,000 btu or less	133.17	196.11
Water Heater-Electrical instantaneous (insta hot)	15.95	13.07
MISC fixtures Per fixture	15.95	13.07
Each Gas Outlet	15.95	6.54
Hose Bibb	13.49	9.81
Lawn Sprinkler valve/Backflow device	13.49	3.92
Building Sewer/Trailer park sewer-per unit	13.49	3.92
Septic Tank/Leach field	24.46	65.37
Septic Tank Demolition	40.63	65.37
Interceptor-Grease, oil, sand etc.	256.56	130.74
Water Softener	24.46	26.15
Solar or Hydronic Systems	129.19	130.74
Water Repipe-Single Family Dwelling	97.84	196.11
Misc piping per 300 lineal ft	40.63	65.37
Medical Gas/Air outlets each	22.12	9.81
Gray Water System	133.17	196.11
Roof Drains - per building	133.17	196.11

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table C: Plumbing**

Service Name	Plan Check Only (with PME Included)	Inspection Only
	Current Fee	Current Fee
Commercial Reclaimed water system	133.17	196.11
Water Service	15.95	13.07
Pressure Regulator	15.95	(1.34)
Hot Water Recirculation System	40.63	32.69
Backflow valves	22.12	6.54
Sump Pump - Per Building	256.56	196.11
Sewage Ejection System/Grinder Pump - Per Site	379.95	196.11
Swimming pool misc piping/retrofit/repair	40.63	32.69
Above Ground Storage Tank Install (0-660 gallons)	449.99	65.37
Above Ground Storage Tank Install (661+ gallons)	652.08	130.74

**Footnotes:**

1. The above schedule covers most common and straight forward permit types. Fees for projects outside of the listed items shall be estimated by the Building Official based on degree of complexity and size.
  2. Where no fee is specified or there is an unusual circumstance, that fee shall be determined by the Building Official.
  3. For projects involving buildings or structures that are installed specifically for solar energy applications, fees will be charged based upon the type and/or size of the underlying building or structure in addition to the solar energy fees noted above.
- \* Where plans are incomplete or changed so as to require additional plan checking, an additional plan check fee shall be charged at the rate established by the Fee schedule and the minimum hours as determined by the Building Official.

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table D: Electrical**

	Plan Check Only (with PME Included)	Inspection Only
Service Name	Current Fee	Current Fee
Minimum Fee		
Plan Check or Building Inspection	\$ 123.00	\$ 123.00
<i>If fee &lt; \$123 - Staff will charge \$123</i>		
<i>If fee &gt; \$123 - Staff will charge fee</i>		
<b>Single Family Residential</b>		
<b>New Service</b> - Single Family Dwelling 225 amps or less service (includes Circuits, Outlets, Switches, etc. no sub-panels included)	256.56	392.23
<b>Sub-Panels</b> - Single family Single phase 225 amps or less	133.17	98.06
<b>Service Change-Out</b> -Single Family Single phase	73.38	196.11
Residential rewire without panel change out minimum fee up to 1,500 square feet (includes Circuits, Outlets, Switches, etc. no sub-panels included)	55.89	261.48
Residential rewire without panel change out minimum fee from 1,500 to 5,000 square feet (includes Circuits, Outlets, Switches, etc. and 1 sub-panels included)	55.89	326.85
Residential rewire with panel change out minimum fee up to 1,500 square feet (includes Circuits, Outlets, Switches, etc. no sub-panels included)	55.89	326.85
Residential rewire with panel change out minimum fee from 1,500 to 5,000 square feet (includes Circuits, Outlets, Switches, etc. and 1 sub-panels included)	55.89	392.23
<b>New Service</b> - Single Family Single phase Services 400 amps or less	379.95	392.23
<b>New Service</b> - Single Family Single phase Services 600 amps or less	379.95	392.23
<b>New Service</b> - Single Family Single phase Services 1200 amps or less	379.95	326.85
<b>New Service</b> - Single Family Single phase Services each additional 1000 amps	133.17	130.74
<b>New Services - Commercial/Industrial and all three phase</b> (Circuits, Outlets, Switches, etc. no sub-panels included)		
225 Amps or less	256.56	261.48
400 Amps	379.95	392.23
600 Amps	503.34	522.97
800 Amps	503.34	522.97
1000 Amps	503.34	522.97
1200 Amps	503.34	522.97
1600 Amps	503.34	522.97
each 1000 Amps over 1600	318.26	261.48
<b>Commercial/Industrial and all three phase - "Service Only" change out</b> (Service panel only does not include wiring new circuits)		
225 Amps or less	102.88	196.11
400 Amps	133.17	261.48
600 Amps	256.56	261.48
800 Amps	256.56	261.48
1000 Amps	256.56	261.48
1200 Amps	256.56	287.63
1600 Amps	256.56	326.85
each 1000 Amps over 1600	133.17	130.74
<b>Sub-panels, motor control panels etc.</b>		
<b>Commercial/Industrial and all three phases</b>		
225 Amps or less	256.56	261.48
400 Amps	256.56	261.48
600 Amps	256.56	392.23
800 Amps	379.95	392.23
1000 Amps	379.95	522.97
1200 Amps	379.95	522.97
1600 Amps	379.95	522.97
each 1000 Amps over 1600	194.87	130.74

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table D: Electrical**

	Plan Check Only (with PME Included)	Inspection Only
Service Name	Current Fee	Current Fee
<b>Other misc electrical Items</b>		
Transformer - each	133.17	130.74
Generator - Permanent - each 1000 amps	256.56	196.11
Generator - Temporary - more than 8 kW	24.46	32.69
<i>Solar - Photovoltaic - Residential 15 KW or Less</i>	314.71	130.74
<i>Solar - Photovoltaic - Residential each additional KW above 15 KW</i>	8.23	6.54
<i>Solar - Photovoltaic - Commercial 50 KW or Less</i>	629.26	261.48
<i>Solar - Photovoltaic - Commercial each additional KW between 51 KW and 250 KW</i>	4.11	2.18
<i>Solar - Photovoltaic - Commercial each additional kW above 250 KW</i>	1.86	1.86
Temporary Power Pole	92.06	22.23
Temporary Power Pole - additional receptacle pole	-	26.15
		130.74
Light Standard - First 5 poles	194.87	32.69
each additional 5 poles	40.63	32.69
<b>Electrical Sign - per sign 200 sq ft or less/includes 2 sign transformers</b>		
Wall mounted 200 sq ft or less	97.84	196.11
Monument 6 ft high or less and 200 sq ft or less	256.56	196.11
Pole/monument sign 200 sq ft or less and 20 ft high or less	379.95	196.11
Each additional 200 sq ft and/or each additional 20 ft height and/or each additional 2 sign transformers	40.63	98.06
Cell site Electrical per commercial panels schedule		
Hazardous Locations Misc Electrical	256.56	261.48
Fuel Cell- Power Generating System-Each 200 amp ac output	581.70	261.48
<b>Electric Vehicle Charging Station:</b>		
Commercial	140.64	65.37
Residential	109.79	65.37
EV-only Main Service Panel	40.63	65.37
Electrical Meter Reset	24.46	65.37
Misc Electrical circuits-Residential (added to existing panel)	9.78	196.11
Misc Electrical Circuits-Non Residential (added to existing panel)	256.56	196.11
Swimming pool pump motor	86.15	130.74

**Footnotes:**

1. The above schedule covers most common and straight forward permit types. Fees for projects outside of the listed items shall be estimated by the Building Official based on degree of complexity and size.
  2. Where no fee is specified or there is an unusual circumstance, that fee shall be determined by the Building Official.
  3. For projects involving buildings or structures that are installed specifically for solar energy applications, fees will be charged based upon the type and/or size of the underlying building or structure in addition to the solar photovoltaic fees noted above.
- \* Where plans are incomplete or changed so as to require additional plan checking, an additional plan check fee shall be charged at the rate established by the Fee schedule and the minimum hours as determined by the Building Official.

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table E: Mechanical**

Service Name	Plan Check Only (with PME Included)	Inspection Only
	Current Fee	Current Fee
Minimum Fee		
Plan Check or Building Inspection	\$ 123.00	\$ 123.00
<i>If fee &lt; \$123 - Staff will charge \$123</i>		
<i>If fee &gt; \$123 - Staff will charge fee</i>		
A/C Unit ≤ 100,000 BTU	263.10	52.30
A/C Unit > 100,000 BTU	263.10	65.37
FAU Furnace or Heat Pump < 100,000 BTU	263.10	52.30
FAU Furnace or Heat Pump > 100,000 BTU	263.10	65.37
Refrigeration Unit	201.40	52.30
Condensors	97.45	52.30
Boilers 100,000 BTU or less	426.84	261.48
Boilers 500,000 BTU or less	426.84	261.48
Boilers 1,000,000 BTU or less	550.23	261.48
Boilers 1,750,000 BTU or less	550.23	392.23
Boilers over 1,750,000 BTU	550.23	522.97
Compressors	176.73	32.69
Evaporative Coolers - Residential	140.64	130.74
Evaporative Coolers - Commercial / Industrial	171.48	130.74
Air Handling Unit	324.79	130.74
Environmental Air Duct / Vent Fan single duct / Res range exhaust	15.95	6.54
Type 1 or 2 Hood / Duct system	348.18	261.48
Miscellaneous Duct Work	133.17	65.37
Special Equipment - Spray Booth (Exterior of Bldg)	654.05	196.11
Special Equipment - Spray Booth (Interior of Bldg)	492.63	196.11
Unlisted Equipment (Minimum or by the hour)	503.22	130.74
Wall Heater	133.17	130.74
Commercial Unit Heater	171.48	196.11
Cooling Tower / Chiller	671.30	392.23
Dryer Duct	19.04	9.81
Fueling Station Dispenser / Equipment	654.05	196.11
Underground Storage Tank (1 tank)	746.26	196.11
Underground Storage Tank (2 tanks)	804.85	196.11
Underground Storage Tank (3 tanks)	917.30	196.11

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table E: Mechanical**

Service Name	Plan Check Only (with PME Included)	Inspection Only
	Current Fee	Current Fee
Underground Storage Tank (add'l tank over 3)	125.50	32.69
Above Ground Storage Tank Install (0-660 gallons)	409.63	65.37
Above Ground Storage Tank Install (661+ gallons)	611.72	130.74
Package wall unit heat / cooling ≤ 100,000 BTU	133.17	130.74
Fireplace - Listed Mechanical per unit	119.33	32.69
Decorative Gas Appliance	94.66	13.07
Product - Conveying Duct System-Dust, Vapor, Central Vacuum system (PC based on dust collection)	536.31	196.11
Fan - coil unit - residential	40.63	65.37
Fan - Whole House	133.17	98.06
Dust Collection System	412.92	261.48
Process piping system - 0-500 ft	256.56	261.48
Process piping system - 501-1,000 ft	256.56	392.23
Process piping system - 1,000+ ft	626.73	784.45
Solar or Hydronic systems	250.18	65.37
Swimming Pool Solar System	211.87	65.37
Thermal Energy Storage System	311.88	196.11
Residential FAU Change out (Same Location)	71.48	98.06
Residential A/C Condensor Change Out	71.48	65.37
Combo: Residential FAU and/or A/C Condensor Change Out (Same Location)	71.48	130.74
Non-Residential FAU Change out (Same Location)	71.48	130.74
Non-Residential A/C Condensor Change Out	71.48	130.74
Swimming Pool Heater	38.67	130.74
Industrial Ovens	379.95	196.11

**Footnotes:**

1. The above schedule covers most common and straight forward permit types. Fees for projects outside of the listed items shall be estimated by the Building Official based on degree of complexity and size.
  2. Where no fee is specified or there is an unusual circumstance, that fee shall be determined by the Building Official.
  3. For projects involving buildings or structures that are installed specifically for solar energy applications, fees will be charged based upon the type and/or size of the underlying building or structure in addition to the solar energy fees noted above.
- \* Where plans are incomplete or changed so as to require additional plan checking, an additional plan check fee shall be charged at the rate established by the Fee schedule and the minimum hours as determined by the Building Official.

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table F: Tenant Improvements**

	Non Structural		Structural	
Service Name	Current Fee		Current Fee	
Non-Structural Review <i>Percentage of New Construction</i>	30%			
Structural Review <i>Percentage of New Construction</i>			50%	
	Plan Check Only (with PME included)	Inspection Only	Plan Check Only (with PME included)	Inspection Only
A-1 Theater 1,000 s.f. I-A, I-B, II-A	\$ 2,090.73	\$ 470.67	\$ 3,484.55	\$ 784.45
A-1 Theater 1,000 s.f. II-B, III-A, V-A	1,742.27	392.23	2,903.79	653.71
A-1 Theater 1,000 s.f. III-B, IV, V-B	1,393.82	313.78	2,323.03	522.97
A-1 Theater 5,000 s.f. I-A, I-B, II-A	3,244.24	941.34	5,407.06	1,568.90
A-1 Theater 5,000 s.f. II-B, III-A, V-A	2,703.53	784.45	4,505.88	1,307.42
A-1 Theater 5,000 s.f. III-B, IV, V-B	2,162.82	627.56	3,604.71	1,045.94
A-1 Theater 10,000 s.f. I-A, I-B, II-A	3,388.42	1,600.28	5,647.37	2,667.14
A-1 Theater 10,000 s.f. II-B, III-A, V-A	2,823.69	1,333.57	4,706.14	2,222.61
A-1 Theater 10,000 s.f. III-B, IV, V-B	2,258.95	1,066.85	3,764.92	1,778.09
A-1 Theater 20,000 s.f. I-A, I-B, II-A	3,893.08	2,306.29	6,488.47	3,843.81
A-1 Theater 20,000 s.f. II-B, III-A, V-A	3,244.24	1,921.91	5,407.06	3,203.18
A-1 Theater 20,000 s.f. III-B, IV, V-B	2,595.39	1,537.52	4,325.65	2,562.54
A-1 Theater 50,000 s.f. I-A, I-B, II-A	4,974.49	2,776.96	8,290.82	4,628.26
A-1 Theater 50,000 s.f. II-B, III-A, V-A	4,145.41	2,314.13	6,909.02	3,856.89
A-1 Theater 50,000 s.f. III-B, IV, V-B	3,316.33	1,851.31	5,527.22	3,085.51
A-1 Theater 100,000 s.f. I-A, I-B, II-A	6,921.04	3,294.70	11,535.06	5,491.16
A-1 Theater 100,000 s.f. II-B, III-A, V-A	5,767.53	2,745.58	9,612.55	4,575.97
A-1 Theater 100,000 s.f. III-B, IV, V-B	4,614.02	2,196.46	7,690.04	3,660.77
A-2 Nightclub 1,000 s.f. I-A, I-B, II-A	1,946.54	376.54	3,244.24	627.56
A-2 Nightclub 1,000 s.f. II-B, III-A, V-A	1,622.12	313.78	2,703.53	522.97
A-2 Nightclub 1,000 s.f. III-B, IV, V-B	1,297.69	251.02	2,162.82	418.37
A-2 Nightclub 5,000 s.f. I-A, I-B, II-A	3,172.14	800.14	5,286.90	1,333.57
A-2 Nightclub 5,000 s.f. II-B, III-A, V-A	2,643.45	666.78	4,405.75	1,111.31
A-2 Nightclub 5,000 s.f. III-B, IV, V-B	2,114.76	533.43	3,524.60	889.05
A-2 Nightclub 10,000 s.f. I-A, I-B, II-A	3,244.24	1,412.01	5,407.06	2,353.35
A-2 Nightclub 10,000 s.f. II-B, III-A, V-A	2,703.53	1,176.68	4,505.88	1,961.13
A-2 Nightclub 10,000 s.f. III-B, IV, V-B	2,162.82	941.34	3,604.71	1,568.90
A-2 Nightclub 20,000 s.f. I-A, I-B, II-A	3,893.08	1,976.82	6,488.47	3,294.70
A-2 Nightclub 20,000 s.f. II-B, III-A, V-A	3,244.24	1,647.35	5,407.06	2,745.58
A-2 Nightclub 20,000 s.f. III-B, IV, V-B	2,595.39	1,317.88	4,325.65	2,196.46
A-2 Nightclub 50,000 s.f. I-A, I-B, II-A	4,902.40	2,353.35	8,170.67	3,922.26
A-2 Nightclub 50,000 s.f. II-B, III-A, V-A	4,085.33	1,961.13	6,808.89	3,268.55
A-2 Nightclub 50,000 s.f. III-B, IV, V-B	3,268.27	1,568.90	5,447.11	2,614.84
A-2 Nightclub 100,000 s.f. I-A, I-B, II-A	6,848.94	3,059.36	11,414.90	5,098.93
A-2 Nightclub 100,000 s.f. II-B, III-A, V-A	5,707.45	2,549.47	9,512.42	4,249.11
A-2 Nightclub 100,000 s.f. III-B, IV, V-B	4,565.96	2,039.57	7,609.94	3,399.29
A-3 General Assembly, Comm. Hall, Library, Museum, Church 1,000 s.f. I-A, I-B, II-A	2,379.11	423.60	3,965.18	706.01
A-3 General Assembly, Comm. Hall, Library, Museum, Church 1,000 s.f. II-B, III-A, V-A	1,982.59	353.00	3,304.31	588.34
A-3 General Assembly, Comm. Hall, Library, Museum, Church 1,000 s.f. III-B, IV, V-B	1,586.07	282.40	2,643.45	470.67
A-3 General Assembly, Comm. Hall, Library, Museum, Church 5,000 s.f. I-A, I-B, II-A	3,676.80	847.21	6,128.00	1,412.01
A-3 General Assembly, Comm. Hall, Library, Museum, Church 5,000 s.f. II-B, III-A, V-A	3,064.00	706.01	5,106.67	1,176.68
A-3 General Assembly, Comm. Hall, Library, Museum, Church 5,000 s.f. III-B, IV, V-B	2,451.20	564.81	4,085.33	941.34
A-3 General Assembly, Comm. Hall, Library, Museum, Church 10,000 s.f. I-A, I-B, II-A	3,820.99	1,506.15	6,368.31	2,510.24
A-3 General Assembly, Comm. Hall, Library, Museum, Church 10,000 s.f. II-B, III-A, V-A	3,184.16	1,255.12	5,306.93	2,091.87
A-3 General Assembly, Comm. Hall, Library, Museum, Church 10,000 s.f. III-B, IV, V-B	2,547.33	1,004.10	4,245.54	1,673.50
A-3 General Assembly, Comm. Hall, Library, Museum, Church 20,000 s.f. I-A, I-B, II-A	4,253.55	2,118.02	7,089.26	3,530.03
A-3 General Assembly, Comm. Hall, Library, Museum, Church 20,000 s.f. II-B, III-A, V-A	3,544.63	1,765.02	5,907.71	2,941.69
A-3 General Assembly, Comm. Hall, Library, Museum, Church 20,000 s.f. III-B, IV, V-B	2,835.70	1,412.01	4,726.17	2,353.35
A-3 General Assembly, Comm. Hall, Library, Museum, Church 50,000 s.f. I-A, I-B, II-A	5,118.68	2,541.62	8,531.14	4,236.04
A-3 General Assembly, Comm. Hall, Library, Museum, Church 50,000 s.f. II-B, III-A, V-A	4,265.57	2,118.02	7,109.28	3,530.03
A-3 General Assembly, Comm. Hall, Library, Museum, Church 50,000 s.f. III-B, IV, V-B	3,412.46	1,694.42	5,687.43	2,824.03
A-3 General Assembly, Comm. Hall, Library, Museum, Church 100,000 s.f. I-A, I-B, II-A	5,767.53	3,294.70	9,612.55	5,491.16
A-3 General Assembly, Comm. Hall, Library, Museum, Church 100,000 s.f. II-B, III-A, V-A	4,806.28	2,745.58	8,010.46	4,575.97
A-3 General Assembly, Comm. Hall, Library, Museum, Church 100,000 s.f. III-B, IV, V-B	3,845.02	2,196.46	6,408.37	3,660.77
A-4 Arena 5,000 s.f. I-A, I-B, II-A	3,676.80	800.14	6,128.00	1,333.57
A-4 Arena 5,000 s.f. II-B, III-A, V-A	3,064.00	666.78	5,106.67	1,111.31
A-4 Arena 5,000 s.f. III-B, IV, V-B	2,451.20	533.43	4,085.33	889.05

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table F: Tenant Improvements**

	Non Structural	Structural
Service Name	Current Fee	Current Fee
Non-Structural Review <i>Percentage of New Construction</i>	30%	
Structural Review <i>Percentage of New Construction</i>		50%

	Plan Check Only (with PME included)		Plan Check Only (with PME included)	
	Inspection Only		Inspection Only	
A-4 Arena 10,000 s.f. I-A, I-B, II-A	3,820.99	1,412.01	6,368.31	2,353.35
A-4 Arena 10,000 s.f. II-B, III-A, V-A	3,184.16	1,176.68	5,306.93	1,961.13
A-4 Arena 10,000 s.f. III-B, IV, V-B	2,547.33	941.34	4,245.54	1,568.90
A-4 Arena 20,000 s.f. I-A, I-B, II-A	4,541.93	2,023.88	7,569.88	3,373.14
A-4 Arena 20,000 s.f. II-B, III-A, V-A	3,784.94	1,686.57	6,308.24	2,810.95
A-4 Arena 20,000 s.f. III-B, IV, V-B	3,027.95	1,349.26	5,046.59	2,248.76
A-4 Arena 50,000 s.f. I-A, I-B, II-A	5,767.53	2,447.49	9,612.55	4,079.15
A-4 Arena 50,000 s.f. II-B, III-A, V-A	4,806.28	2,039.57	8,010.46	3,399.29
A-4 Arena 50,000 s.f. III-B, IV, V-B	3,845.02	1,631.66	6,408.37	2,719.43
A-4 Arena 100,000 s.f. I-A, I-B, II-A	8,002.45	3,237.06	13,337.41	5,395.10
A-4 Arena 100,000 s.f. II-B, III-A, V-A	6,668.71	2,697.55	11,114.51	4,495.92
A-4 Arena 100,000 s.f. III-B, IV, V-B	5,334.97	2,158.04	8,891.61	3,596.74
A-5 Stadium 1,000 s.f. I-A, I-B, II-A	1,658.16	423.60	2,763.61	706.01
A-5 Stadium 1,000 s.f. II-B, III-A, V-A	1,381.80	353.00	2,303.01	588.34
A-5 Stadium 1,000 s.f. III-B, IV, V-B	1,105.44	282.40	1,842.41	470.67
A-5 Stadium 5,000 s.f. I-A, I-B, II-A	2,523.29	800.14	4,205.49	1,333.57
A-5 Stadium 5,000 s.f. II-B, III-A, V-A	2,102.75	666.78	3,504.58	1,111.31
A-5 Stadium 5,000 s.f. III-B, IV, V-B	1,682.20	533.43	2,803.66	889.05
A-5 Stadium 10,000 s.f. I-A, I-B, II-A	2,595.39	1,412.01	4,325.65	2,353.35
A-5 Stadium 10,000 s.f. II-B, III-A, V-A	2,162.82	1,176.68	3,604.71	1,961.13
A-5 Stadium 10,000 s.f. III-B, IV, V-B	1,730.26	941.34	2,883.77	1,568.90
A-5 Stadium 20,000 s.f. I-A, I-B, II-A	3,027.95	2,023.88	5,046.59	3,373.14
A-5 Stadium 20,000 s.f. II-B, III-A, V-A	2,523.29	1,686.57	4,205.49	2,810.95
A-5 Stadium 20,000 s.f. III-B, IV, V-B	2,018.64	1,349.26	3,364.39	2,248.76
A-5 Stadium 50,000 s.f. I-A, I-B, II-A	3,820.99	2,447.49	6,368.31	4,079.15
A-5 Stadium 50,000 s.f. II-B, III-A, V-A	3,184.16	2,039.57	5,306.93	3,399.29
A-5 Stadium 50,000 s.f. III-B, IV, V-B	2,547.33	1,631.66	4,245.54	2,719.43
A-5 Stadium 100,000 s.f. I-A, I-B, II-A	4,325.65	3,200.56	7,209.41	5,334.27
A-5 Stadium 100,000 s.f. II-B, III-A, V-A	3,604.71	2,667.14	6,007.84	4,445.23
A-5 Stadium 100,000 s.f. III-B, IV, V-B	2,883.77	2,133.71	4,806.28	3,556.18
B Office 1,000 s.f. I-A, I-B, II-A	2,811.67	517.74	4,686.12	862.90
B Office 1,000 s.f. II-B, III-A, V-A	2,343.06	431.45	3,905.10	719.08
B Office 1,000 s.f. III-B, IV, V-B	1,874.45	345.16	3,124.08	575.26
B Office 5,000 s.f. I-A, I-B, II-A	4,614.02	1,082.54	7,690.04	1,804.24
B Office 5,000 s.f. II-B, III-A, V-A	3,845.02	902.12	6,408.37	1,503.53
B Office 5,000 s.f. III-B, IV, V-B	3,076.02	721.70	5,126.69	1,202.83
B Office 10,000 s.f. I-A, I-B, II-A	4,758.21	1,882.68	7,930.35	3,137.81
B Office 10,000 s.f. II-B, III-A, V-A	3,965.18	1,568.90	6,608.63	2,614.84
B Office 10,000 s.f. III-B, IV, V-B	3,172.14	1,255.12	5,286.90	2,091.87
B Office 20,000 s.f. I-A, I-B, II-A	5,695.44	2,682.82	9,492.39	4,471.37
B Office 20,000 s.f. II-B, III-A, V-A	4,746.20	2,235.69	7,910.33	3,726.14
B Office 20,000 s.f. III-B, IV, V-B	3,796.96	1,788.55	6,328.26	2,980.92
B Office 50,000 s.f. I-A, I-B, II-A	7,137.32	3,247.63	11,895.53	5,412.72
B Office 50,000 s.f. II-B, III-A, V-A	5,947.77	2,706.36	9,912.94	4,510.60
B Office 50,000 s.f. III-B, IV, V-B	4,758.21	2,165.09	7,930.35	3,608.48
B Office 100,000 s.f. I-A, I-B, II-A	8,362.92	4,047.77	13,938.20	6,746.28
B Office 100,000 s.f. II-B, III-A, V-A	6,969.10	3,373.14	11,615.16	5,621.90
B Office 100,000 s.f. III-B, IV, V-B	5,575.28	2,698.51	9,292.13	4,497.52
B Office 200,000 s.f. I-A, I-B, II-A	14,779.30	7,248.33	24,632.16	12,080.55
B Office 200,000 s.f. II-B, III-A, V-A	12,316.08	6,040.28	20,526.80	10,067.13
B Office 200,000 s.f. III-B, IV, V-B	9,852.86	4,832.22	16,421.44	8,053.70
B Office 500,000 s.f. I-A, I-B, II-A	16,942.12	8,895.68	28,236.87	14,826.13
B Office 500,000 s.f. II-B, III-A, V-A	14,118.43	7,413.07	23,530.72	12,355.11
B Office 500,000 s.f. III-B, IV, V-B	11,294.75	5,930.45	18,824.58	9,884.09
B Office 1,000,000 s.f. I-A, I-B, II-A	23,935.25	11,390.24	39,892.08	18,983.73
B Office 1,000,000 s.f. II-B, III-A, V-A	19,946.04	9,491.86	33,243.40	15,819.77
B Office 1,000,000 s.f. III-B, IV, V-B	15,956.83	7,593.49	26,594.72	12,655.82

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table F: Tenant Improvements**

	Non Structural		Structural	
Service Name	Current Fee		Current Fee	
Non-Structural Review <i>Percentage of New Construction</i>	30%			
Structural Review <i>Percentage of New Construction</i>			50%	
	Plan Check Only (with PME included)	Inspection Only	Plan Check Only (with PME included)	Inspection Only
B Medical Office 1,000 s.f. I-A, I-B, II-A	2,955.86	517.74	4,926.43	862.90
B Medical Office 1,000 s.f. II-B, III-A, V-A	2,463.22	431.45	4,105.36	719.08
B Medical Office 1,000 s.f. III-B, IV, V-B	1,970.57	345.16	3,284.29	575.26
B Medical Office 5,000 s.f. I-A, I-B, II-A	4,758.21	1,082.54	7,930.35	1,804.24
B Medical Office 5,000 s.f. II-B, III-A, V-A	3,965.18	902.12	6,608.63	1,503.53
B Medical Office 5,000 s.f. III-B, IV, V-B	3,172.14	721.70	5,286.90	1,202.83
B Medical Office 10,000 s.f. I-A, I-B, II-A	4,902.40	1,882.68	8,170.67	3,137.81
B Medical Office 10,000 s.f. II-B, III-A, V-A	4,085.33	1,568.90	6,808.89	2,614.84
B Medical Office 10,000 s.f. III-B, IV, V-B	3,268.27	1,255.12	5,447.11	2,091.87
B Medical Office 20,000 s.f. I-A, I-B, II-A	5,839.62	2,729.89	9,732.71	4,549.82
B Medical Office 20,000 s.f. II-B, III-A, V-A	4,866.35	2,274.91	8,110.59	3,791.52
B Medical Office 20,000 s.f. III-B, IV, V-B	3,893.08	1,819.93	6,488.47	3,033.21
B Medical Office 50,000 s.f. I-A, I-B, II-A	7,281.51	3,247.63	12,135.84	5,412.72
B Medical Office 50,000 s.f. II-B, III-A, V-A	6,067.92	2,706.36	10,113.20	4,510.60
B Medical Office 50,000 s.f. III-B, IV, V-B	4,854.34	2,165.09	8,090.56	3,608.48
B Medical Office 100,000 s.f. I-A, I-B, II-A	10,381.55	3,906.57	17,302.59	6,510.95
B Medical Office 100,000 s.f. II-B, III-A, V-A	8,651.30	3,255.47	14,418.83	5,425.79
B Medical Office 100,000 s.f. III-B, IV, V-B	6,921.04	2,604.38	11,535.06	4,340.63
B Restaurant <50 occupants 1,000 s.f. I-A, I-B, II-A	2,451.20	847.21	4,085.33	1,412.01
B Restaurant <50 occupants 1,000 s.f. II-B, III-A, V-A	2,042.67	706.01	3,404.44	1,176.68
B Restaurant <50 occupants 1,000 s.f. III-B, IV, V-B	1,634.13	564.81	2,723.56	941.34
B Restaurant <50 occupants 2,000 s.f. I-A, I-B, II-A	3,027.95	988.41	5,046.59	1,647.35
B Restaurant <50 occupants 2,000 s.f. II-B, III-A, V-A	2,523.29	823.67	4,205.49	1,372.79
B Restaurant <50 occupants 2,000 s.f. III-B, IV, V-B	2,018.64	658.94	3,364.39	1,098.23
B Restaurant <50 occupants 5,000 s.f. I-A, I-B, II-A	3,460.52	1,317.88	5,767.53	2,196.46
B Restaurant <50 occupants 5,000 s.f. II-B, III-A, V-A	2,883.77	1,098.23	4,806.28	1,830.39
B Restaurant <50 occupants 5,000 s.f. III-B, IV, V-B	2,307.01	878.59	3,845.02	1,464.31
B Restaurant <50 occupants 10,000 s.f. I-A, I-B, II-A	4,109.37	3,153.50	6,848.94	5,255.83
B Restaurant <50 occupants 10,000 s.f. II-B, III-A, V-A	3,424.47	2,627.91	5,707.45	4,379.85
B Restaurant <50 occupants 10,000 s.f. III-B, IV, V-B	2,739.58	2,102.33	4,565.96	3,503.88
E Educational 1,000 s.f. I-A, I-B, II-A	2,162.82	376.54	3,604.71	627.56
E Educational 1,000 s.f. II-B, III-A, V-A	1,802.35	313.78	3,003.92	522.97
E Educational 1,000 s.f. III-B, IV, V-B	1,441.88	251.02	2,403.14	418.37
E Educational 5,000 s.f. I-A, I-B, II-A	3,244.24	800.14	5,407.06	1,333.57
E Educational 5,000 s.f. II-B, III-A, V-A	2,703.53	666.78	4,505.88	1,111.31
E Educational 5,000 s.f. III-B, IV, V-B	2,162.82	533.43	3,604.71	889.05
E Educational 10,000 s.f. I-A, I-B, II-A	3,388.42	1,412.01	5,647.37	2,353.35
E Educational 10,000 s.f. II-B, III-A, V-A	2,823.69	1,176.68	4,706.14	1,961.13
E Educational 10,000 s.f. III-B, IV, V-B	2,258.95	941.34	3,764.92	1,568.90
E Educational 20,000 s.f. I-A, I-B, II-A	4,037.27	2,023.88	6,728.79	3,373.14
E Educational 20,000 s.f. II-B, III-A, V-A	3,364.39	1,686.57	5,607.32	2,810.95
E Educational 20,000 s.f. III-B, IV, V-B	2,691.51	1,349.26	4,485.86	2,248.76
E Educational 50,000 s.f. I-A, I-B, II-A	5,118.68	2,400.42	8,531.14	4,000.70
E Educational 50,000 s.f. II-B, III-A, V-A	4,265.57	2,000.35	7,109.28	3,333.92
E Educational 50,000 s.f. III-B, IV, V-B	3,412.46	1,600.28	5,687.43	2,667.14
E Educational 100,000 s.f. I-A, I-B, II-A	7,137.32	3,106.43	11,895.53	5,177.38
E Educational 100,000 s.f. II-B, III-A, V-A	5,947.77	2,588.69	9,912.94	4,314.48
E Educational 100,000 s.f. III-B, IV, V-B	4,758.21	2,070.95	7,930.35	3,451.59
F-1, F-2 Industrial, Moderate/Low Hazard 1,000 s.f. I-A, I-B, II-A	1,874.45	376.54	3,124.08	627.56
F-1, F-2 Industrial, Moderate/Low Hazard 1,000 s.f. II-B, III-A, V-A	1,562.04	313.78	2,603.40	522.97
F-1, F-2 Industrial, Moderate/Low Hazard 1,000 s.f. III-B, IV, V-B	1,249.63	251.02	2,082.72	418.37
F-1, F-2 Industrial, Moderate/Low Hazard 5,000 s.f. I-A, I-B, II-A	2,811.67	800.14	4,686.12	1,333.57
F-1, F-2 Industrial, Moderate/Low Hazard 5,000 s.f. II-B, III-A, V-A	2,343.06	666.78	3,905.10	1,111.31
F-1, F-2 Industrial, Moderate/Low Hazard 5,000 s.f. III-B, IV, V-B	1,874.45	533.43	3,124.08	889.05
F-1, F-2 Industrial, Moderate/Low Hazard 15,000 s.f. I-A, I-B, II-A	2,955.86	1,412.01	4,926.43	2,353.35
F-1, F-2 Industrial, Moderate/Low Hazard 15,000 s.f. II-B, III-A, V-A	2,463.22	1,176.68	4,105.36	1,961.13
F-1, F-2 Industrial, Moderate/Low Hazard 15,000 s.f. III-B, IV, V-B	1,970.57	941.34	3,284.29	1,568.90

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table F: Tenant Improvements**

	Non Structural	Structural
Service Name	Current Fee	Current Fee
Non-Structural Review <i>Percentage of New Construction</i>	30%	
Structural Review <i>Percentage of New Construction</i>		50%

	Plan Check Only (with PME included)		Plan Check Only (with PME included)	
		Inspection Only		Inspection Only
F-1, F-2 Industrial, Moderate/Low Hazard 20,000 s.f. I-A, I-B, II-A	3,460.52	1,741.48	5,767.53	2,902.47
F-1, F-2 Industrial, Moderate/Low Hazard 20,000 s.f. II-B, III-A, V-A	2,883.77	1,451.24	4,806.28	2,418.73
F-1, F-2 Industrial, Moderate/Low Hazard 20,000 s.f. III-B, IV, V-B	2,307.01	1,160.99	3,845.02	1,934.98
F-1, F-2 Industrial, Moderate/Low Hazard 50,000 s.f. I-A, I-B, II-A	4,109.37	2,023.88	6,848.94	3,373.14
F-1, F-2 Industrial, Moderate/Low Hazard 50,000 s.f. II-B, III-A, V-A	3,424.47	1,686.57	5,707.45	2,810.95
F-1, F-2 Industrial, Moderate/Low Hazard 50,000 s.f. III-B, IV, V-B	2,739.58	1,349.26	4,565.96	2,248.76
F-1, F-2 Industrial, Moderate/Low Hazard 100,000 s.f. I-A, I-B, II-A	4,325.65	2,682.82	7,209.41	4,471.37
F-1, F-2 Industrial, Moderate/Low Hazard 100,000 s.f. II-B, III-A, V-A	3,604.71	2,235.69	6,007.84	3,726.14
F-1, F-2 Industrial, Moderate/Low Hazard 100,000 s.f. III-B, IV, V-B	2,883.77	1,788.55	4,806.28	2,980.92
S-1, S-2 Low/Mod Hazard Storage 1,000 s.f. I-A, I-B, II-A	1,441.88	1,176.68	2,403.14	1,961.13
S-1, S-2 Low/Mod Hazard Storage 1,000 s.f. II-B, III-A, V-A	1,201.57	980.56	2,002.61	1,634.27
S-1, S-2 Low/Mod Hazard Storage 1,000 s.f. III-B, IV, V-B	961.26	784.45	1,602.09	1,307.42
S-1, S-2 Low/Mod Hazard Storage 5,000 s.f. I-A, I-B, II-A	2,162.82	1,553.21	3,604.71	2,588.69
S-1, S-2 Low/Mod Hazard Storage 5,000 s.f. II-B, III-A, V-A	1,802.35	1,294.35	3,003.92	2,157.24
S-1, S-2 Low/Mod Hazard Storage 5,000 s.f. III-B, IV, V-B	1,441.88	1,035.48	2,403.14	1,725.79
S-1, S-2 Low/Mod Hazard Storage 10,000 s.f. I-A, I-B, II-A	2,379.11	1,976.82	3,965.18	3,294.70
S-1, S-2 Low/Mod Hazard Storage 10,000 s.f. II-B, III-A, V-A	1,982.59	1,647.35	3,304.31	2,745.58
S-1, S-2 Low/Mod Hazard Storage 10,000 s.f. III-B, IV, V-B	1,586.07	1,317.88	2,643.45	2,196.46
S-1, S-2 Low/Mod Hazard Storage 20,000 s.f. I-A, I-B, II-A	2,595.39	2,588.69	4,325.65	4,314.48
S-1, S-2 Low/Mod Hazard Storage 20,000 s.f. II-B, III-A, V-A	2,162.82	2,157.24	3,604.71	3,595.40
S-1, S-2 Low/Mod Hazard Storage 20,000 s.f. III-B, IV, V-B	1,730.26	1,725.79	2,883.77	2,876.32
S-1, S-2 Low/Mod Hazard Storage 50,000 s.f. I-A, I-B, II-A	3,244.24	3,341.76	5,407.06	5,569.61
S-1, S-2 Low/Mod Hazard Storage 50,000 s.f. II-B, III-A, V-A	2,703.53	2,784.80	4,505.88	4,641.34
S-1, S-2 Low/Mod Hazard Storage 50,000 s.f. III-B, IV, V-B	2,162.82	2,227.84	3,604.71	3,713.07
S-1, S-2 Low/Mod Hazard Storage 100,000 s.f., II-B, III-A, V-A I-A, I-B, II-A	4,686.12	4,377.24	7,810.20	7,295.40
S-1, S-2 Low/Mod Hazard Storage 100,000 s.f., II-B, III-A, V-A II-B, III-A, V-A	3,905.10	3,647.70	6,508.50	6,079.50
S-1, S-2 Low/Mod Hazard Storage 100,000 s.f., II-B, III-A, V-A III-B, IV, V-B	3,124.08	2,918.16	5,206.80	4,863.60
S-2 Parking Garage 5,000 s.f. I-A, I-B, II-A	2,307.01	1,412.01	3,845.02	2,353.35
S-2 Parking Garage 5,000 s.f. II-B, III-A, V-A	1,922.51	1,176.68	3,204.18	1,961.13
S-2 Parking Garage 5,000 s.f. III-B, IV, V-B	1,538.01	941.34	2,563.35	1,568.90
S-2 Parking Garage 10,000 s.f. I-A, I-B, II-A	3,532.61	1,835.62	5,887.69	3,059.36
S-2 Parking Garage 10,000 s.f. II-B, III-A, V-A	2,943.84	1,529.68	4,906.41	2,549.47
S-2 Parking Garage 10,000 s.f. III-B, IV, V-B	2,355.07	1,223.74	3,925.12	2,039.57
S-2 Parking Garage 50,000 s.f. I-A, I-B, II-A	3,676.80	2,400.42	6,128.00	4,000.70
S-2 Parking Garage 50,000 s.f. II-B, III-A, V-A	3,064.00	2,000.35	5,106.67	3,333.92
S-2 Parking Garage 50,000 s.f. III-B, IV, V-B	2,451.20	1,600.28	4,085.33	2,667.14
S-2 Parking Garage 100,000 s.f. I-A, I-B, II-A	5,695.44	3,577.10	9,492.39	5,961.83
S-2 Parking Garage 100,000 s.f. II-B, III-A, V-A	4,746.20	2,980.92	7,910.33	4,968.19
S-2 Parking Garage 100,000 s.f. III-B, IV, V-B	3,796.96	2,384.73	6,328.26	3,974.55
S-2 Parking Garage 500,000 s.f. I-A, I-B, II-A	6,921.04	5,365.65	11,535.06	8,942.75
S-2 Parking Garage 500,000 s.f. II-B, III-A, V-A	5,767.53	4,471.37	9,612.55	7,452.29
S-2 Parking Garage 500,000 s.f. III-B, IV, V-B	4,614.02	3,577.10	7,690.04	5,961.83
S-2 Parking Garage 1,000,000 s.f. I-A, I-B, II-A	9,083.86	10,731.30	15,139.77	17,885.49
S-2 Parking Garage 1,000,000 s.f. II-B, III-A, V-A	7,569.88	8,942.75	12,616.47	14,904.58
S-2 Parking Garage 1,000,000 s.f. III-B, IV, V-B	6,055.91	7,154.20	10,093.18	11,923.66
U Utility/Misc 500 s.f. I-A, I-B, II-A	720.94	423.60	1,201.57	706.01
U Utility/Misc 500 s.f. II-B, III-A, V-A	600.78	353.00	1,001.31	588.34
U Utility/Misc 500 s.f. III-B, IV, V-B	480.63	282.40	801.05	470.67
U Utility/Misc 2,000 s.f. I-A, I-B, II-A	1,081.41	611.87	1,802.35	1,019.79
U Utility/Misc 2,000 s.f. II-B, III-A, V-A	901.18	509.89	1,501.96	849.82
U Utility/Misc 2,000 s.f. III-B, IV, V-B	720.94	407.91	1,201.57	679.86
U Utility/Misc 4,000 s.f. I-A, I-B, II-A	1,225.60	1,270.81	2,042.67	2,118.02
U Utility/Misc 4,000 s.f. II-B, III-A, V-A	1,021.33	1,059.01	1,702.22	1,765.02
U Utility/Misc 4,000 s.f. III-B, IV, V-B	817.07	847.21	1,361.78	1,412.01
U Utility/Misc 8,000 s.f. I-A, I-B, II-A	1,441.88	1,647.35	2,403.14	2,745.58
U Utility/Misc 8,000 s.f. II-B, III-A, V-A	1,201.57	1,372.79	2,002.61	2,287.98
U Utility/Misc 8,000 s.f. III-B, IV, V-B	961.26	1,098.23	1,602.09	1,830.39

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table F: Tenant Improvements**

	Non Structural	Structural
Service Name	Current Fee	Current Fee
Non-Structural Review <i>Percentage of New Construction</i>	30%	
Structural Review <i>Percentage of New Construction</i>		50%

	Plan Check Only (with PME included)		Plan Check Only (with PME included)	
		Inspection Only		Inspection Only
U Utility/Misc 20,000 s.f. I-A, I-B, II-A	1,802.35	2,070.95	3,003.92	3,451.59
U Utility/Misc 20,000 s.f. II-B, III-A, V-A	1,501.96	1,725.79	2,503.27	2,876.32
U Utility/Misc 20,000 s.f. III-B, IV, V-B	1,201.57	1,380.63	2,002.61	2,301.06
U Utility/Misc 40,000 s.f. I-A, I-B, II-A	2,739.58	2,494.56	4,565.96	4,157.59
U Utility/Misc 40,000 s.f. II-B, III-A, V-A	2,282.98	2,078.80	3,804.97	3,464.66
U Utility/Misc 40,000 s.f. III-B, IV, V-B	1,826.38	1,663.04	3,043.97	2,771.73
U Utility/Misc (Associated w R-3 structures) 500 s.f. I-A, I-B, II-A	288.38	188.27	480.63	313.78
U Utility/Misc (Associated w R-3 structures) 500 s.f. II-B, III-A, V-A	240.31	156.89	400.52	261.48
U Utility/Misc (Associated w R-3 structures) 500 s.f. III-B, IV, V-B	192.25	125.51	320.42	209.19
U Utility/Misc (Associated w R-3 structures) 2,000 s.f. I-A, I-B, II-A	432.56	282.40	720.94	470.67
U Utility/Misc (Associated w R-3 structures) 2,000 s.f. II-B, III-A, V-A	360.47	235.34	600.78	392.23
U Utility/Misc (Associated w R-3 structures) 2,000 s.f. III-B, IV, V-B	288.38	188.27	480.63	313.78
U Utility/Misc (Associated w R-3 structures) 4,000 s.f. I-A, I-B, II-A	504.66	564.81	841.10	941.34
U Utility/Misc (Associated w R-3 structures) 4,000 s.f. II-B, III-A, V-A	420.55	470.67	700.92	784.45
U Utility/Misc (Associated w R-3 structures) 4,000 s.f. III-B, IV, V-B	336.44	376.54	560.73	627.56
U Utility/Misc (Associated w R-3 structures) 8,000 s.f. I-A, I-B, II-A	576.75	753.07	961.26	1,255.12
U Utility/Misc (Associated w R-3 structures) 8,000 s.f. II-B, III-A, V-A	480.63	627.56	801.05	1,045.94
U Utility/Misc (Associated w R-3 structures) 8,000 s.f. III-B, IV, V-B	384.50	502.05	640.84	836.75
H-1, H-2, H-3, H-4 High Hazards/Explosives 1,000 s.f. I-A, I-B, II-A	2,162.82	470.67	3,604.71	784.45
H-1, H-2, H-3, H-4 High Hazards/Explosives 1,000 s.f. II-B, III-A, V-A	1,802.35	392.23	3,003.92	653.71
H-1, H-2, H-3, H-4 High Hazards/Explosives 1,000 s.f. III-B, IV, V-B	1,441.88	313.78	2,403.14	522.97
H-1, H-2, H-3, H-4 High Hazards/Explosives 5,000 s.f. I-A, I-B, II-A	3,244.24	941.34	5,407.06	1,568.90
H-1, H-2, H-3, H-4 High Hazards/Explosives 5,000 s.f. II-B, III-A, V-A	2,703.53	784.45	4,505.88	1,307.42
H-1, H-2, H-3, H-4 High Hazards/Explosives 5,000 s.f. III-B, IV, V-B	2,162.82	627.56	3,604.71	1,045.94
H-1, H-2, H-3, H-4 High Hazards/Explosives 10,000 s.f. I-A, I-B, II-A	3,388.42	1,553.21	5,647.37	2,588.69
H-1, H-2, H-3, H-4 High Hazards/Explosives 10,000 s.f. II-B, III-A, V-A	2,823.69	1,294.35	4,706.14	2,157.24
H-1, H-2, H-3, H-4 High Hazards/Explosives 10,000 s.f. III-B, IV, V-B	2,258.95	1,035.48	3,764.92	1,725.79
H-1, H-2, H-3, H-4 High Hazards/Explosives 50,000 s.f. I-A, I-B, II-A	4,974.49	2,729.89	8,290.82	4,549.82
H-1, H-2, H-3, H-4 High Hazards/Explosives 50,000 s.f. II-B, III-A, V-A	4,145.41	2,274.91	6,909.02	3,791.52
H-1, H-2, H-3, H-4 High Hazards/Explosives 50,000 s.f. III-B, IV, V-B	3,316.33	1,819.93	5,527.22	3,033.21
H-1, H-2, H-3, H-4 High Hazards/Explosives 100,000 s.f. I-A, I-B, II-A	6,776.85	3,530.03	11,294.75	5,883.39
H-1, H-2, H-3, H-4 High Hazards/Explosives 100,000 s.f. II-B, III-A, V-A	5,647.37	2,941.69	9,412.29	4,902.82
H-1, H-2, H-3, H-4 High Hazards/Explosives 100,000 s.f. III-B, IV, V-B	4,517.90	2,353.35	7,529.83	3,922.26
H-5 HPM, 1,000 s.f. I-A, I-B, II-A	3,172.14	376.54	5,286.90	627.56
H-5 HPM, 1,000 s.f. II-B, III-A, V-A	2,643.45	313.78	4,405.75	522.97
H-5 HPM, 1,000 s.f. III-B, IV, V-B	2,114.76	251.02	3,524.60	418.37
H-5 HPM, 5,000 s.f. I-A, I-B, II-A	4,902.40	800.14	8,170.67	1,333.57
H-5 HPM, 5,000 s.f. II-B, III-A, V-A	4,085.33	666.78	6,808.89	1,111.31
H-5 HPM, 5,000 s.f. III-B, IV, V-B	3,268.27	533.43	5,447.11	889.05
H-5 HPM, 10,000 s.f. I-A, I-B, II-A	5,118.68	1,364.95	8,531.14	2,274.91
H-5 HPM, 10,000 s.f. II-B, III-A, V-A	4,265.57	1,137.45	7,109.28	1,895.76
H-5 HPM, 10,000 s.f. III-B, IV, V-B	3,412.46	909.96	5,687.43	1,516.61
H-5 HPM, 20,000 s.f. I-A, I-B, II-A	6,055.91	1,976.82	10,093.18	3,294.70
H-5 HPM, 20,000 s.f. II-B, III-A, V-A	5,046.59	1,647.35	8,410.98	2,745.58
H-5 HPM, 20,000 s.f. III-B, IV, V-B	4,037.27	1,317.88	6,728.79	2,196.46
H-5 HPM, 50,000 s.f. I-A, I-B, II-A	7,569.88	2,353.35	12,616.47	3,922.26
H-5 HPM, 50,000 s.f. II-B, III-A, V-A	6,308.24	1,961.13	10,513.73	3,268.55
H-5 HPM, 50,000 s.f. III-B, IV, V-B	5,046.59	1,568.90	8,410.98	2,614.84
H-5 HPM, 100,000 s.f. I-A, I-B, II-A	10,742.02	3,059.36	17,903.37	5,098.93
H-5 HPM, 100,000 s.f. II-B, III-A, V-A	8,951.69	2,549.47	14,919.48	4,249.11
H-5 HPM, 100,000 s.f. III-B, IV, V-B	7,161.35	2,039.57	11,935.58	3,399.29
I-1, I-2, I-3 Institutional, Hospital, Jail 1,000 s.f. I-A, I-B, II-A	2,955.86	517.74	4,926.43	862.90
I-1, I-2, I-3 Institutional, Hospital, Jail 1,000 s.f. II-B, III-A, V-A	2,463.22	431.45	4,105.36	719.08
I-1, I-2, I-3 Institutional, Hospital, Jail 1,000 s.f. III-B, IV, V-B	1,970.57	345.16	3,284.29	575.26
I-1, I-2, I-3 Institutional, Hospital, Jail 5,000 s.f. I-A, I-B, II-A	4,758.21	1,035.48	7,930.35	1,725.79
I-1, I-2, I-3 Institutional, Hospital, Jail 5,000 s.f. II-B, III-A, V-A	3,965.18	862.90	6,608.63	1,438.16
I-1, I-2, I-3 Institutional, Hospital, Jail 5,000 s.f. III-B, IV, V-B	3,172.14	690.32	5,286.90	1,150.53

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table F: Tenant Improvements**

	Non Structural		Structural	
Service Name	Current Fee		Current Fee	
Non-Structural Review <i>Percentage of New Construction</i>	30%			
Structural Review <i>Percentage of New Construction</i>			50%	
	Plan Check Only (with PME included)	Inspection Only	Plan Check Only (with PME included)	Inspection Only
I-1, I-2, I-3 Institutional, Hospital, Jail 10,000 s.f. I-A, I-B, II-A	4,902.40	1,835.62	8,170.67	3,059.36
I-1, I-2, I-3 Institutional, Hospital, Jail 10,000 s.f. II-B, III-A, V-A	4,085.33	1,529.68	6,808.89	2,549.47
I-1, I-2, I-3 Institutional, Hospital, Jail 10,000 s.f. III-B, IV, V-B	3,268.27	1,223.74	5,447.11	2,039.57
I-1, I-2, I-3 Institutional, Hospital, Jail 20,000 s.f. I-A, I-B, II-A	5,839.62	2,588.69	9,732.71	4,314.48
I-1, I-2, I-3 Institutional, Hospital, Jail 20,000 s.f. II-B, III-A, V-A	4,866.35	2,157.24	8,110.59	3,595.40
I-1, I-2, I-3 Institutional, Hospital, Jail 20,000 s.f. III-B, IV, V-B	3,893.08	1,725.79	6,488.47	2,876.32
I-1, I-2, I-3 Institutional, Hospital, Jail 50,000 s.f. I-A, I-B, II-A	7,281.51	3,106.43	12,135.84	5,177.38
I-1, I-2, I-3 Institutional, Hospital, Jail 50,000 s.f. II-B, III-A, V-A	6,067.92	2,588.69	10,113.20	4,314.48
I-1, I-2, I-3 Institutional, Hospital, Jail 50,000 s.f. III-B, IV, V-B	4,854.34	2,070.95	8,090.56	3,451.59
I-1, I-2, I-3 Institutional, Hospital, Jail 100,000 s.f. I-A, I-B, II-A	10,381.55	4,000.70	17,302.59	6,667.84
I-1, I-2, I-3 Institutional, Hospital, Jail 100,000 s.f. II-B, III-A, V-A	8,651.30	3,333.92	14,418.83	5,556.53
I-1, I-2, I-3 Institutional, Hospital, Jail 100,000 s.f. III-B, IV, V-B	6,921.04	2,667.14	11,535.06	4,445.23
I-4, I-2.1 Day Care/Outpatient 1,000 s.f. I-A, I-B, II-A	2,955.86	470.67	4,926.43	784.45
I-4, I-2.1 Day Care/Outpatient 1,000 s.f. II-B, III-A, V-A	2,463.22	392.23	4,105.36	653.71
I-4, I-2.1 Day Care/Outpatient 1,000 s.f. III-B, IV, V-B	1,970.57	313.78	3,284.29	522.97
I-4, I-2.1 Day Care/Outpatient 5,000 s.f. I-A, I-B, II-A	4,686.12	988.41	7,810.20	1,647.35
I-4, I-2.1 Day Care/Outpatient 5,000 s.f. II-B, III-A, V-A	3,905.10	823.67	6,508.50	1,372.79
I-4, I-2.1 Day Care/Outpatient 5,000 s.f. III-B, IV, V-B	3,124.08	658.94	5,206.80	1,098.23
I-4, I-2.1 Day Care/Outpatient 10,000 s.f. I-A, I-B, II-A	4,902.40	1,694.42	8,170.67	2,824.03
I-4, I-2.1 Day Care/Outpatient 10,000 s.f. II-B, III-A, V-A	4,085.33	1,412.01	6,808.89	2,353.35
I-4, I-2.1 Day Care/Outpatient 10,000 s.f. III-B, IV, V-B	3,268.27	1,129.61	5,447.11	1,882.68
I-4, I-2.1 Day Care/Outpatient 20,000 s.f. I-A, I-B, II-A	5,839.62	2,447.49	9,732.71	4,079.15
I-4, I-2.1 Day Care/Outpatient 20,000 s.f. II-B, III-A, V-A	4,866.35	2,039.57	8,110.59	3,399.29
I-4, I-2.1 Day Care/Outpatient 20,000 s.f. III-B, IV, V-B	3,893.08	1,631.66	6,488.47	2,719.43
I-4, I-2.1 Day Care/Outpatient 50,000 s.f. I-A, I-B, II-A	7,281.51	2,918.16	12,135.84	4,863.60
I-4, I-2.1 Day Care/Outpatient 50,000 s.f. II-B, III-A, V-A	6,067.92	2,431.80	10,113.20	4,053.00
I-4, I-2.1 Day Care/Outpatient 50,000 s.f. III-B, IV, V-B	4,854.34	1,945.44	8,090.56	3,242.40
I-4, I-2.1 Day Care/Outpatient 100,000 s.f. I-A, I-B, II-A	10,381.55	3,530.03	17,302.59	5,883.39
I-4, I-2.1 Day Care/Outpatient 100,000 s.f. II-B, III-A, V-A	8,651.30	2,941.69	14,418.83	4,902.82
I-4, I-2.1 Day Care/Outpatient 100,000 s.f. III-B, IV, V-B	6,921.04	2,353.35	11,535.06	3,922.26
M Mercantile 1,000 s.f. I-A, I-B, II-A	2,018.64	800.14	3,364.39	1,333.57
M Mercantile 1,000 s.f. II-B, III-A, V-A	1,682.20	666.78	2,803.66	1,111.31
M Mercantile 1,000 s.f. III-B, IV, V-B	1,345.76	533.43	2,242.93	889.05
M Mercantile 5,000 s.f. I-A, I-B, II-A	3,100.05	1,223.74	5,166.75	2,039.57
M Mercantile 5,000 s.f. II-B, III-A, V-A	2,583.37	1,019.79	4,305.62	1,699.64
M Mercantile 5,000 s.f. III-B, IV, V-B	2,066.70	815.83	3,444.50	1,359.72
M Mercantile 10,000 s.f. I-A, I-B, II-A	3,244.24	1,835.62	5,407.06	3,059.36
M Mercantile 10,000 s.f. II-B, III-A, V-A	2,703.53	1,529.68	4,505.88	2,549.47
M Mercantile 10,000 s.f. III-B, IV, V-B	2,162.82	1,223.74	3,604.71	2,039.57
M Mercantile 20,000 s.f. I-A, I-B, II-A	3,820.99	2,776.96	6,368.31	4,628.26
M Mercantile 20,000 s.f. II-B, III-A, V-A	3,184.16	2,314.13	5,306.93	3,856.89
M Mercantile 20,000 s.f. III-B, IV, V-B	2,547.33	1,851.31	4,245.54	3,085.51
M Mercantile 50,000 s.f. I-A, I-B, II-A	4,758.21	3,577.10	7,930.35	5,961.83
M Mercantile 50,000 s.f. II-B, III-A, V-A	3,965.18	2,980.92	6,608.63	4,968.19
M Mercantile 50,000 s.f. III-B, IV, V-B	3,172.14	2,384.73	5,286.90	3,974.55
M Mercantile 100,000 s.f. I-A, I-B, II-A	5,407.06	4,612.57	9,011.77	7,687.62
M Mercantile 100,000 s.f. II-B, III-A, V-A	4,505.88	3,843.81	7,509.80	6,406.35
M Mercantile 100,000 s.f. III-B, IV, V-B	3,604.71	3,075.05	6,007.84	5,125.08
M Mercantile 200,000 s.f. I-A, I-B, II-A	6,055.91	6,071.65	10,093.18	10,119.42
M Mercantile 200,000 s.f. II-B, III-A, V-A	5,046.59	5,059.71	8,410.98	8,432.85
M Mercantile 200,000 s.f. III-B, IV, V-B	4,037.27	4,047.77	6,728.79	6,746.28
R-1 Apartments/Hotel Transient 1,000 s.f. I-A, I-B, II-A	2,523.29	894.27	4,205.49	1,490.46
R-1 Apartments/Hotel Transient 1,000 s.f. II-B, III-A, V-A	2,102.75	745.23	3,504.58	1,242.05
R-1 Apartments/Hotel Transient 1,000 s.f. III-B, IV, V-B	1,682.20	596.18	2,803.66	993.64
R-1 Apartments/Hotel Transient 5,000 s.f. I-A, I-B, II-A	3,893.08	1,694.42	6,488.47	2,824.03
R-1 Apartments/Hotel Transient 5,000 s.f. II-B, III-A, V-A	3,244.24	1,412.01	5,407.06	2,353.35
R-1 Apartments/Hotel Transient 5,000 s.f. III-B, IV, V-B	2,595.39	1,129.61	4,325.65	1,882.68

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table F: Tenant Improvements**

	Non Structural		Structural	
Service Name	Current Fee		Current Fee	
Non-Structural Review <i>Percentage of New Construction</i>	30%			
Structural Review <i>Percentage of New Construction</i>			50%	
	Plan Check Only (with PME included)	Inspection Only	Plan Check Only (with PME included)	Inspection Only
R-1 Apartments/Hotel Transient 10,000 s.f. I-A, I-B, II-A	4,037.27	2,824.03	6,728.79	4,706.71
R-1 Apartments/Hotel Transient 10,000 s.f. II-B, III-A, V-A	3,364.39	2,353.35	5,607.32	3,922.26
R-1 Apartments/Hotel Transient 10,000 s.f. III-B, IV, V-B	2,691.51	1,882.68	4,485.86	3,137.81
R-1 Apartments/Hotel Transient 20,000 s.f. I-A, I-B, II-A	4,758.21	3,953.64	7,930.35	6,589.39
R-1 Apartments/Hotel Transient 20,000 s.f. II-B, III-A, V-A	3,965.18	3,294.70	6,608.63	5,491.16
R-1 Apartments/Hotel Transient 20,000 s.f. III-B, IV, V-B	3,172.14	2,635.76	5,286.90	4,392.93
R-1 Apartments/Hotel Transient 50,000 s.f. I-A, I-B, II-A	5,983.81	4,753.78	9,973.02	7,922.96
R-1 Apartments/Hotel Transient 50,000 s.f. II-B, III-A, V-A	4,986.51	3,961.48	8,310.85	6,602.47
R-1 Apartments/Hotel Transient 50,000 s.f. III-B, IV, V-B	3,989.21	3,169.18	6,648.68	5,281.97
R-1 Apartments/Hotel Transient 100,000 s.f. I-A, I-B, II-A	8,435.01	6,118.72	14,058.35	10,197.87
R-1 Apartments/Hotel Transient 100,000 s.f. II-B, III-A, V-A	7,029.18	5,098.93	11,715.30	8,498.22
R-1 Apartments/Hotel Transient 100,000 s.f. III-B, IV, V-B	5,623.34	4,079.15	9,372.24	6,798.58
R-2 Multi-Family Residential Apartment - Perm 1,000 s.f. I-A, I-B, II-A	2,523.29	847.21	4,205.49	1,412.01
R-2 Multi-Family Residential Apartment - Perm 1,000 s.f. II-B, III-A, V-A	2,102.75	706.01	3,504.58	1,176.68
R-2 Multi-Family Residential Apartment - Perm 1,000 s.f. III-B, IV, V-B	1,682.20	564.81	2,803.66	941.34
R-2 Multi-Family Residential Apartment - Perm 5,000 s.f. I-A, I-B, II-A	3,604.71	1,600.28	6,007.84	2,667.14
R-2 Multi-Family Residential Apartment - Perm 5,000 s.f. II-B, III-A, V-A	3,003.92	1,333.57	5,006.54	2,222.61
R-2 Multi-Family Residential Apartment - Perm 5,000 s.f. III-B, IV, V-B	2,403.14	1,066.85	4,005.23	1,778.09
R-2 Multi-Family Residential Apartment - Perm 10,000 s.f. I-A, I-B, II-A	3,676.80	2,824.03	6,128.00	4,706.71
R-2 Multi-Family Residential Apartment - Perm 10,000 s.f. II-B, III-A, V-A	3,064.00	2,353.35	5,106.67	3,922.26
R-2 Multi-Family Residential Apartment - Perm 10,000 s.f. III-B, IV, V-B	2,451.20	1,882.68	4,085.33	3,137.81
R-2 Multi-Family Residential Apartment - Perm 20,000 s.f. I-A, I-B, II-A	4,325.65	3,435.90	7,209.41	5,726.50
R-2 Multi-Family Residential Apartment - Perm 20,000 s.f. II-B, III-A, V-A	3,604.71	2,863.25	6,007.84	4,772.08
R-2 Multi-Family Residential Apartment - Perm 20,000 s.f. III-B, IV, V-B	2,883.77	2,290.60	4,806.28	3,817.66
R-2 Multi-Family Residential Apartment - Perm 50,000 s.f. I-A, I-B, II-A	5,334.97	4,188.97	8,891.61	6,981.62
R-2 Multi-Family Residential Apartment - Perm 50,000 s.f. II-B, III-A, V-A	4,445.80	3,490.81	7,409.67	5,818.02
R-2 Multi-Family Residential Apartment - Perm 50,000 s.f. III-B, IV, V-B	3,556.64	2,792.65	5,927.74	4,654.41
R-2 Multi-Family Residential Apartment - Perm 100,000 s.f. I-A, I-B, II-A	7,281.51	5,271.51	12,135.84	8,785.86
R-2 Multi-Family Residential Apartment - Perm 100,000 s.f. II-B, III-A, V-A	6,067.92	4,392.93	10,113.20	7,321.55
R-2 Multi-Family Residential Apartment - Perm 100,000 s.f. III-B, IV, V-B	4,854.34	3,514.34	8,090.56	5,857.24
R-2.1 Residential Care/Assist Living Facility 1,000 s.f. I-A, I-B, II-A	3,027.95	1,176.68	5,046.59	1,961.13
R-2.1 Residential Care/Assist Living Facility 1,000 s.f. II-B, III-A, V-A	2,523.29	980.56	4,205.49	1,634.27
R-2.1 Residential Care/Assist Living Facility 1,000 s.f. III-B, IV, V-B	2,018.64	784.45	3,364.39	1,307.42
R-2.1 Residential Care/Assist Living Facility 5,000 s.f. I-A, I-B, II-A	4,325.65	1,506.15	7,209.41	2,510.24
R-2.1 Residential Care/Assist Living Facility 5,000 s.f. II-B, III-A, V-A	3,604.71	1,255.12	6,007.84	2,091.87
R-2.1 Residential Care/Assist Living Facility 5,000 s.f. III-B, IV, V-B	2,883.77	1,004.10	4,806.28	1,673.50
R-2.1 Residential Care/Assist Living Facility 10,000 s.f. I-A, I-B, II-A	4,469.84	1,976.82	7,449.73	3,294.70
R-2.1 Residential Care/Assist Living Facility 10,000 s.f. II-B, III-A, V-A	3,724.86	1,647.35	6,208.11	2,745.58
R-2.1 Residential Care/Assist Living Facility 10,000 s.f. III-B, IV, V-B	2,979.89	1,317.88	4,966.48	2,196.46
R-2.1 Residential Care/Assist Living Facility 20,000 s.f. I-A, I-B, II-A	5,334.97	2,541.62	8,891.61	4,236.04
R-2.1 Residential Care/Assist Living Facility 20,000 s.f. II-B, III-A, V-A	4,445.80	2,118.02	7,409.67	3,530.03
R-2.1 Residential Care/Assist Living Facility 20,000 s.f. III-B, IV, V-B	3,556.64	1,694.42	5,927.74	2,824.03
R-2.1 Residential Care/Assist Living Facility 50,000 s.f. I-A, I-B, II-A	6,488.47	3,341.76	10,814.12	5,569.61
R-2.1 Residential Care/Assist Living Facility 50,000 s.f. II-B, III-A, V-A	5,407.06	2,784.80	9,011.77	4,641.34
R-2.1 Residential Care/Assist Living Facility 50,000 s.f. III-B, IV, V-B	4,325.65	2,227.84	7,209.41	3,713.07
R-2.1 Residential Care/Assist Living Facility 100,000 s.f. I-A, I-B, II-A	8,867.58	4,330.17	14,779.30	7,216.95
R-2.1 Residential Care/Assist Living Facility 100,000 s.f. II-B, III-A, V-A	7,389.65	3,608.48	12,316.08	6,014.13
R-2.1 Residential Care/Assist Living Facility 100,000 s.f. III-B, IV, V-B	5,911.72	2,886.78	9,852.86	4,811.30
R-3 Single Family Residential 2,000 s.f. I-A, I-B, II-A	1,009.32	329.47	1,682.20	549.12
R-3 Single Family Residential 2,000 s.f. II-B, III-A, V-A	841.10	274.56	1,401.83	457.60
R-3 Single Family Residential 2,000 s.f. III-B, IV, V-B	672.88	219.65	1,121.46	366.08
R-3 Single Family Residential 3,000 s.f. I-A, I-B, II-A	1,297.69	376.54	2,162.82	627.56
R-3 Single Family Residential 3,000 s.f. II-B, III-A, V-A	1,081.41	313.78	1,802.35	522.97
R-3 Single Family Residential 3,000 s.f. III-B, IV, V-B	865.13	251.02	1,441.88	418.37
R-3 Single Family Residential 5,000 s.f. I-A, I-B, II-A	1,874.45	517.74	3,124.08	862.90
R-3 Single Family Residential 5,000 s.f. II-B, III-A, V-A	1,562.04	431.45	2,603.40	719.08
R-3 Single Family Residential 5,000 s.f. III-B, IV, V-B	1,249.63	345.16	2,082.72	575.26

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table F: Tenant Improvements**

	Non Structural		Structural	
Service Name	Current Fee		Current Fee	
Non-Structural Review <i>Percentage of New Construction</i>	30%			
Structural Review <i>Percentage of New Construction</i>			50%	
	Plan Check Only (with PME included)	Inspection Only	Plan Check Only (with PME included)	Inspection Only
R-3 Single Family Residential 10,000 s.f. I-A, I-B, II-A	2,090.73	706.01	3,484.55	1,176.68
R-3 Single Family Residential 10,000 s.f. II-B, III-A, V-A	1,742.27	588.34	2,903.79	980.56
R-3 Single Family Residential 10,000 s.f. III-B, IV, V-B	1,393.82	470.67	2,323.03	784.45
R-3.1 Residential Care Facility <6 Ambulatory 1,000 s.f. I-A, I-B, II-A	3,027.95	658.94	5,046.59	1,098.23
R-3.1 Residential Care Facility <6 Ambulatory 1,000 s.f. II-B, III-A, V-A	2,523.29	549.12	4,205.49	915.19
R-3.1 Residential Care Facility <6 Ambulatory 1,000 s.f. III-B, IV, V-B	2,018.64	439.29	3,364.39	732.15
R-3.1 Residential Care Facility <6 Ambulatory 5,000 s.f. I-A, I-B, II-A	4,325.65	1,035.48	7,209.41	1,725.79
R-3.1 Residential Care Facility <6 Ambulatory 5,000 s.f. II-B, III-A, V-A	3,604.71	862.90	6,007.84	1,438.16
R-3.1 Residential Care Facility <6 Ambulatory 5,000 s.f. III-B, IV, V-B	2,883.77	690.32	4,806.28	1,150.53
R-3.1 Residential Care Facility <6 Ambulatory 10,000 s.f. I-A, I-B, II-A	4,469.84	1,412.01	7,449.73	2,353.35
R-3.1 Residential Care Facility <6 Ambulatory 10,000 s.f. II-B, III-A, V-A	3,724.86	1,176.68	6,208.11	1,961.13
R-3.1 Residential Care Facility <6 Ambulatory 10,000 s.f. III-B, IV, V-B	2,979.89	941.34	4,966.48	1,568.90
R-3.1 Residential Care Facility <6 Ambulatory 20,000 s.f. I-A, I-B, II-A	5,334.97	1,976.82	8,891.61	3,294.70
R-3.1 Residential Care Facility <6 Ambulatory 20,000 s.f. II-B, III-A, V-A	4,445.80	1,647.35	7,409.67	2,745.58
R-3.1 Residential Care Facility <6 Ambulatory 20,000 s.f. III-B, IV, V-B	3,556.64	1,317.88	5,927.74	2,196.46
R-3.1 Residential Care Facility <6 Ambulatory 50,000 s.f. I-A, I-B, II-A	6,488.47	2,353.35	10,814.12	3,922.26
R-3.1 Residential Care Facility <6 Ambulatory 50,000 s.f. II-B, III-A, V-A	5,407.06	1,961.13	9,011.77	3,268.55
R-3.1 Residential Care Facility <6 Ambulatory 50,000 s.f. III-B, IV, V-B	4,325.65	1,568.90	7,209.41	2,614.84
R-3.1 Residential Care Facility <6 Ambulatory 100,000 s.f. I-A, I-B, II-A	8,867.58	3,059.36	14,779.30	5,098.93
R-3.1 Residential Care Facility <6 Ambulatory 100,000 s.f. II-B, III-A, V-A	7,389.65	2,549.47	12,316.08	4,249.11
R-3.1 Residential Care Facility <6 Ambulatory 100,000 s.f. III-B, IV, V-B	5,911.72	2,039.57	9,852.86	3,399.29
R-4 Residential Care/Assisted Living Facility 1,000 s.f. I-A, I-B, II-A	3,027.95	470.67	5,046.59	784.45
R-4 Residential Care/Assisted Living Facility 1,000 s.f. II-B, III-A, V-A	2,523.29	392.23	4,205.49	653.71
R-4 Residential Care/Assisted Living Facility 1,000 s.f. III-B, IV, V-B	2,018.64	313.78	3,364.39	522.97
R-4 Residential Care/Assisted Living Facility 5,000 s.f. I-A, I-B, II-A	4,325.65	847.21	7,209.41	1,412.01
R-4 Residential Care/Assisted Living Facility 5,000 s.f. II-B, III-A, V-A	3,604.71	706.01	6,007.84	1,176.68
R-4 Residential Care/Assisted Living Facility 5,000 s.f. III-B, IV, V-B	2,883.77	564.81	4,806.28	941.34
R-4 Residential Care/Assisted Living Facility 10,000 s.f. I-A, I-B, II-A	4,469.84	1,412.01	7,449.73	2,353.35
R-4 Residential Care/Assisted Living Facility 10,000 s.f. II-B, III-A, V-A	3,724.86	1,176.68	6,208.11	1,961.13
R-4 Residential Care/Assisted Living Facility 10,000 s.f. III-B, IV, V-B	2,979.89	941.34	4,966.48	1,568.90
R-4 Residential Care/Assisted Living Facility 20,000 s.f. I-A, I-B, II-A	5,334.97	1,835.62	8,891.61	3,059.36
R-4 Residential Care/Assisted Living Facility 20,000 s.f. II-B, III-A, V-A	4,445.80	1,529.68	7,409.67	2,549.47
R-4 Residential Care/Assisted Living Facility 20,000 s.f. III-B, IV, V-B	3,556.64	1,223.74	5,927.74	2,039.57
R-4 Residential Care/Assisted Living Facility 50,000 s.f. I-A, I-B, II-A	6,488.47	2,212.15	10,814.12	3,686.92
R-4 Residential Care/Assisted Living Facility 50,000 s.f. II-B, III-A, V-A	5,407.06	1,843.46	9,011.77	3,072.44
R-4 Residential Care/Assisted Living Facility 50,000 s.f. III-B, IV, V-B	4,325.65	1,474.77	7,209.41	2,457.95
R-4 Residential Care/Assisted Living Facility 100,000 s.f. I-A, I-B, II-A	8,867.58	2,824.03	14,779.30	4,706.71
R-4 Residential Care/Assisted Living Facility 100,000 s.f. II-B, III-A, V-A	7,389.65	2,353.35	12,316.08	3,922.26
R-4 Residential Care/Assisted Living Facility 100,000 s.f. III-B, IV, V-B	5,911.72	1,882.68	9,852.86	3,137.81
U Detached Access. Structure 2,000 s.f. I-A, I-B, II-A	1,153.51	611.87	1,922.51	1,019.79
U Detached Access. Structure 2,000 s.f. II-B, III-A, V-A	961.26	509.89	1,602.09	849.82
U Detached Access. Structure 2,000 s.f. III-B, IV, V-B	769.00	407.91	1,281.67	679.86
U Detached Access. Structure 3,000 s.f. I-A, I-B, II-A	1,441.88	658.94	2,403.14	1,098.23
U Detached Access. Structure 3,000 s.f. II-B, III-A, V-A	1,201.57	549.12	2,002.61	915.19
U Detached Access. Structure 3,000 s.f. III-B, IV, V-B	961.26	439.29	1,602.09	732.15
U Detached Access. Structure 5,000 s.f. I-A, I-B, II-A	2,090.73	988.41	3,484.55	1,647.35
U Detached Access. Structure 5,000 s.f. II-B, III-A, V-A	1,742.27	823.67	2,903.79	1,372.79
U Detached Access. Structure 5,000 s.f. III-B, IV, V-B	1,393.82	658.94	2,323.03	1,098.23
U Detached Access. Structure 10,000 s.f. I-A, I-B, II-A	2,307.01	1,317.88	3,845.02	2,196.46
U Detached Access. Structure 10,000 s.f. II-B, III-A, V-A	1,922.51	1,098.23	3,204.18	1,830.39
U Detached Access. Structure 10,000 s.f. III-B, IV, V-B	1,538.01	878.59	2,563.35	1,464.31

**Footnotes:**

1. 30% is for non-structural review as determined by the Building Official.
2. 50% is for structural review as determined by the Building Official.

CITY OF CORONA  
**MASTER FEE RECOVERY SCHEDULE**  
 NON-MARKET BASED FEES

**BUILDING DIVISION - Table F: Tenant Improvements**

	Non Structural	Structural
Service Name	Current Fee	Current Fee
Non-Structural Review <i>Percentage of New Construction</i>	30%	
Structural Review <i>Percentage of New Construction</i>		50%

Plan Check Only  
 (with PME  
 included)      Inspection Only      Plan Check Only  
 (with PME  
 included)      Inspection Only

3. Minor rounding differences may occur as the actual permits are based on a percentage of Table A.

4. The plan check fee includes 3 reviews. Should there be more than 3 reviews, additional hourly fees will be charged based on current billable hourly rates for City of Corona reviews and actual hourly contracted rates for consultant reviews.

5. Where plans are incomplete or changed so as to require additional plan checks, an additional plan check fee shall be charged at the rate established by the fee schedule and minimum hours as determined by the Building Official.



Staff Report

---

**File #:** 22-0905

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Planning and Development Department and  
Public Works Department

**SUBJECT:**

Request from Mayor Speake to have the City Council consider waiving the construction of the missing sidewalk improvements on the south side of Orange Heights Lane between Main Street and Jasper Drive.

**EXECUTIVE SUMMARY:**

Mayor Speake is asking the City Council to consider waiving the construction of the missing sidewalk improvements on the south side of Orange Heights Lane between Main Street and Jasper Drive. The north side of Orange Heights Lane is an improved local street, with curb, gutter, sidewalk and streetlights. The south side of Orange Heights Lane within this segment is unimproved and consists of eight single family residences, each on approximately 5-acre parcels. The public right-of-way on the south side is fully dedicated to the City and [Corona Municipal Code Section 15.48.020](#) requires the construction of said improvements under the present conditions.

**RECOMMENDED ACTION:**

**That the City Council** direct staff to:

- a. Implement the requirements of [CMC Section 15.48.020](#).
- b. The property owner to pay the City the cost of the public improvements as was done with the other property owners on this section of Orange Heights Lane.
- c. Defer the construction of the public improvements adjacent to 234 Orange Heights Lane until a future time when all funds have been collected, and the project can be constructed at one time.

**BACKGROUND:**

Orange Heights Lane is a local street, improved with curb, gutter, sidewalk, and streetlights, except for the south side of the street between Main Street and Jasper Drive. The south side of Orange Heights Lane within this segment consists of eight single family residences, each on an approximately 5-acre parcel. The property owner of 234 Orange Heights Lane applied for a building permit at the Planning and Development Department to construct a new, two-story accessory building totaling approximately 11,600 square feet. [Corona Municipal Code Section 15.48.020](#) requires the construction of the missing public improvements adjacent to properties when an applicant applies for a building permit for construction of a new building or a building addition that exceeds 650 square feet. Public improvements include, but are not limited to, curb, gutter, sidewalk, driveway approaches, streetlights, and fire hydrants.

The required right-of-way for Orange Heights Lane has been dedicated to the City through the recordation of various parcel maps and tract maps recorded along this street to support the construction of single-family homes. The right-of-way for the south side of Orange Heights Lane between Main Street and Jasper Drive was dedicated to the City at the time of recordation of Parcel Map 54/36 and Parcel Map 65/45, recorded on September 1, 1978, and May 24, 1979, respectively. Although the City has the dedicated right-of-way for this segment of the street, Orange Heights Lane still has missing public improvements directly adjacent to the eight residential parcels on the south side of the mentioned street segment.

The following table generally describes the public improvements that are missing adjacent to the eight residential properties. The south side of street is also subject to streetlights and fire hydrants that would be spaced accordingly per the City's approved standards.

Address	Approximate Date of Single- Family Residence	Missing Public Improvements	Has the City Received Payment or Security for Missing Improvements
696 Orange Heights Lane	1989	Curb, gutter and sidewalk	No
532 Orange Heights Lane	2006	Curb, gutter and sidewalk	Yes/Property Lien Recorded 2010
520 Orange Heights Lane	2004	Curb, gutter and sidewalk	Yes/Property Lien Recorded 2004
430 Orange Heights Lane	1983	Sidewalk	No
376 Orange Heights Lane	1993	Sidewalk	Yes/Property Lien Recorded 1992
300 Orange Heights Lane	1980	Sidewalk	No
234 Orange Heights Lane	1980	Sidewalk	No

3762 Main Street (corner of Orange Heights Lane)	1983	Curb, gutter and sidewalk	No
--	------	---------------------------	----

Per [Section 15.48.030 of the CMC](#), the City Council may waive or defer the construction of any public improvement or payment of any construction charges associated with the public improvement. As noted in the table, the City does have lien agreements on 376 Orange Heights Lane, 520 Orange Heights Lane, and 532 Orange Heights Lane to secure the cost of the construction of the public improvements adjacent to these properties. At the time of these agreements, the City Council determined that the construction of the public street improvements in their entirety would be more beneficial to the City and the local area than construction in short incremental sections. They agreed to defer the construction of the public improvements until financing from each parcel on the south side of the street had been secured allowing all the improvements to be constructed simultaneously in the future.

#### 234 Orange Heights Lane

The property owner of 234 Orange Heights Lane recently submitted building plans to the Planning and Development Department for the construction of a two-story accessory building that consists of approximately 8,400 square feet on the ground floor and approximately 3,200 square feet on the second floor, for a total square footage of approximately 11,600 square feet. The property currently contains an existing single-family residence. According to the City's records, the existing residence is approximately 7,700 square feet and was constructed in 1980.

The new building requires the property owner to construct or guarantee the construction of the missing public improvements adjacent to the property, which includes the sidewalk and the installation of a streetlight. The electrical conduit for the streetlight currently exists within the right-of-way. The estimated construction cost for the public improvements, which includes miscellaneous grading and the relocation of the backflow device is \$46,691.

The property owner was advised of the deferral process listed in CMC Section 15.48.030. The deferral of the public improvements, however, does not relieve the property owner from paying his or her fair share cost associated with the construction of the improvements. Therefore, the property owner would still be responsible for paying the fair share of the cost of the public improvements.

The property owner contacted Mayor Speake and is requesting that the missing sidewalk improvements on Orange Heights Lane adjacent to his property be waived. The property owner said the construction of the public improvements would be challenging due to the grade of the existing driveway and would affect the walls and gate across the front of the property.

On November 2, 2022, the City Council received a presentation from staff on this item. At the meeting, the City Council deferred consideration on this item to a future date.

#### **ANALYSIS:**

##### Street Condition of Orange Heights Lane

Orange Heights Lane is designated a local street and the required right-of-way for the street was dedicated by the parcel maps and tract maps approved in the immediate area to support residential

development. The public improvements for Orange Heights Lane have been entirely constructed on the north side of the street with curb, gutter, sidewalk, and streetlights between Main Street and Jasper Drive. The public improvements on Orange Heights Lane beyond Jasper Drive to the west where Orange Heights Lane meets Mountain Gate Drive have also been constructed on both sides of the street.

According to the parcel maps recorded on the properties located on the south side of Orange Heights Lane between Main Street and Jasper Drive, the City's right-of-way extends 24 feet behind the existing curb. Except for the property located at the corner of Orange Heights Lane and Main Street, the properties have walls and gates across the front of the property behind the City's dedicated right-of-way, including the three properties that have liens for the future construction of the missing public improvements.

The existing wall and driveway gate across the property at 234 Orange Heights Lane is setback approximately 42 feet from behind the existing curb, which is 18 feet behind the City's dedicated right-of-way.

#### City Ordinance

CMC Chapter 15.48 governs off-site improvements associated with new construction. The purpose of the ordinance is to provide safe street designs to minimize hazards to drivers and pedestrians. The City Council at the time of the adoption of the ordinance found that the lack of sidewalks in the City forces school children and other pedestrians to walk in the streets and be subjected to the hazards of vehicular traffic. The Council at the time also found that the lack of adequate streetlights in and along public streets of the City constitutes an immediate hazard to the public health, safety, and general welfare of the City and its residents because it encourages crime.

The ordinance is designed to remedy deficiencies in safe street design throughout the City as improvements occur to the residences. The ordinance does establish criteria that would allow the City Council to consider an application for the waiver or deferral of the construction of public improvements under the following conditions.

- 1) The strict application of the particular requirement will cause unnecessary hardship to the applicant, which is inconsistent with the findings stated in Section 15.48.010;
- 2) There are exceptional circumstances or conditions applicable to the subject property, or to its proposed use or development which makes the application of the requirement unfair and oppressive to the applicant; and
- 3) The granting of a waiver or deferral from such requirement would not adversely affect the public health, safety, and general welfare, nor be injurious to any property or improvements in the immediate vicinity of the property for which the applicant has pending with the City a request for a building permit.

The City Council may impose any reasonable condition on a grant of a waiver or deferral, including the filing of an improvement security in the case of a deferral.

As previously indicated, the City granted a deferral on the construction of the public improvements adjacent to 376 Orange Heights Lane, 520 Orange Heights Lane, and 532 Orange Heights Lane but secured liens against the properties to cover the cost of the construction of the future improvements. The City Council at the time made the determination that the construction of the public improvements on the south side of Orange Heights Lane between Main Street and Jasper Drive would be better done in its entirety rather than in increments.

At the November 2, 2022, City Council meeting the following concerns were expressed. Staff has attempted to provide responses to address the concerns presented.

- 1. Concern:** The estimated construction cost of \$46,690 does not include reconstruction of driveways, gates, or undergrounding of power poles. Actual costs may be higher.
  - a. Response:** The estimated construction cost only includes costs for work in the public right of way such as driveway approaches, sidewalk, and a street light. It does not include any improvements or modifications on private property such as the driveway, gate, and fence. The property owner would benefit to pay the estimated amount up front for work in the public right of way because it will relieve him from his obligation to construct the public improvements. At a future date, when the City performs the work in the public right of way, it would then be responsible for all costs in the public right of way and any additional work required on private property to make the project whole.
- 2. Concern:** The cost to the property owner does not include undergrounding of power poles.
  - a. Response:** Per Corona Municipal Code Section (CMC) 15.60 to Underground Wires, the applicant is required to underground utility poles as a condition of approval. However, per CMC section 15.60.060, the applicant can apply for a waiver should this requirement be unreasonable, impractical, and cause undue hardship to the applicant. Based upon a similar Southern California Edison underground project, the estimated cost is \$35K-\$40K per pole to underground its facilities. There are total of 10 power poles on the south side of Orange Heights with a capacity of 12 kilovolts. Staff understands that undergrounding one pole in front of the applicant's property is unreasonable as there are adjacent poles that would still be left standing that would not resolve the aesthetic appeal of the neighborhood. The applicant has been informed of the process and fees to apply for the waiver. If the City Council approves the waiver, the applicant will not be responsible for any construction costs for the undergrounding of utilities.
- 3. Concern:** Power lines and poles may conflict with sidewalks and streetlights.
  - a. Response:** There is 24 feet of public right of way between the curb and property line, more than sufficient right of way for a sidewalk. It may be designed to meander following existing grades and around the power pole to minimize any impacts to the existing landscaping. There also appears to be sufficient vertical clearances under the utility lines to install a streetlight. A streetlight could also be installed on the pole located along the frontage of the property, if vertical clearances become an issue
- 4. Concern:** There is a grade drop of approximately 4-5 feet between the street and the fence at 234 Orange Heights Lane. Constructing a sidewalk would require extensive regrading and modifications to fencing and gate.
  - a. Response:** The 4-5 feet drop spans a horizontal distance of 24 feet from the street

curb to the property line and another 18 feet to the property fence. The slope appears to be gradual and, therefore, constructing a 4-foot minimum sidewalk should not have a significant impact along the frontage of the property. The sidewalk can meander, be adjacent to curb, follow existing grades, and go around power poles or trees to avoid excessive grading or require modifications to the existing wall, fence, or gate. The existing driveway slope ranges from 12-15 percent. Modification of the driveway to accommodate a 4-foot sidewalk would not significantly impact the slope of the driveway. Maximum driveway grades can range from 15 to 20 percent.

**5. Concern:** Other streets like Gilbert and Garretson between Santana Way and Pacific Road have limited or no sidewalk. Properties along this and other like streets have constructed improvements, such as accessory dwelling units (ADUs), but they were not required to build sidewalks.

**a. Response:** CMC Chapter 15.48 governs off-site improvements related to new construction with the exception of ADUs, which are regulated by the State and are exempt from construction of public improvements. Development or private improvements, with the exception of ADUs, along these streets with missing public improvements are conditioned to construct, pay their fair share, or enter into liens for future construction of these improvements in order to obtain a building permit.

#### Mayor Speake's Request

Waive the construction of the missing sidewalk improvements on the south side of Orange Heights Lane between Main Street and Jasper Drive.

Option 1. City Council direct staff to prepare a report with the required findings for the City Council's consideration to waive the sidewalk improvements within the City's dedicated right-of-way on the south side of Orange Heights Lane between Main Street and Jasper Drive.

Pros: Lowers the cost of construction for current and future development on the southern section of Orange Heights Lane between Main Street and Jasper Drive.

Cons: Public improvements would not be built consistent with other areas of the community or for those on this street that have already paid to have the improvements installed. Potentially creates a precedent for waiving the installation of public improvements in other areas of the community.

Option 2. City Council direct staff to implement the requirement of CMC Section 15.48.020 and have the public improvements for properties along Orange Heights Lane deferred and have the property owner pay the City the estimated cost of the public improvements adjacent to the property for the construction of the improvements. Property owner pays the cost upfront now for the improvements, with the City building the improvements at an appropriate point in the future.

Pros: Provides funding to complete the public improvements along the south side of this section of Orange Heights. Cheaper for the resident as they pay out of pocket for only improvements in the public right of way.

Cons: Increases the cost of development to the residents in this area by having to complete additional improvements.

Staff Recommendation

Although the missing public improvements are not proposed to be immediately constructed, the intent is to ultimately have the public improvements constructed when the funding is secured for the improvements from the remaining parcels. The parcels on the south side of Orange Heights Lane are five acres. Substantial space exists on the properties to accommodate the construction of future buildings by the property owners, including the properties of the owners that have not yet paid a share toward the cost of the public improvements. If the construction of buildings occurs on these properties in the future, the City would be able to secure the remaining funding required for the improvements.

The implementation of the CMC 15.48.020 in this case does not appear to meet any of the criteria that would qualify the applicant for a waiver of the requirements noted above. Waiving the requirements would leave this portion of Orange Heights Lane out of conformity with the majority of the roadway that has the required improvements.

Collecting the cost of the improvements when possible and deferring the construction of these improvements to a later date enables the City to secure funding of the missing improvements, reduce construction costs by completing the section in a single project, and guarantees that the community design standards are satisfied for residential areas. Over time, the other owners of the properties that abut Orange Heights Lane and haven't paid for the public improvements on the south side will be required to pay their share of the cost of the improvements.

Staff's recommendation is to continue implementing the requirements of CMC Section 15.48.020, by collecting the fair share cost of the improvements from the property owner of 234 Orange Heights Lane to pay for the cost of the public improvements in the future consistent with the other property owners on this section of Orange Heights Lane, and defer the public improvements adjacent to 234 Orange Heights Lane until they can be constructed at one time.

**FINANCIAL IMPACT:**

The proposed options presented with this request will have no financial impact on the City.

**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. There is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

**Attachment:**

1. Exhibit 1 - Location map
2. Exhibit 2 - Future Agenda Item Request Form
3. Exhibit 3 - PowerPoint Presentation

## Location



# EXHIBIT 1



## Future Agenda Item Request Form

Future agenda items should be limited to new issues that emerge during the course of the year that are urgent and cannot wait until the next priority setting session of Council before requiring action.

**Name:** Wes Speake

**Date:** 11/6/2022

**Title Name/Topic:** Orange Heights Sidewalk improvement waiver

### Background

1. What is the purpose for the request i.e. what you are trying to achieve or do?

Not waste residents money on improvements that do not make sense

2. What is the scope of the work you wish to see done?

Eliminate the requirement for Sidewalk and street light improvements on the South Side of Orange Heights between Jasper and Main Street

3. Does this request align with the City's Strategic Plan? How?

# 6. High Performing government- Streamline organizational processes to improve efficiency and reduce costs.

4. What is the desired timeline to have the issue considered by Council?

ASAP, based on resident's project timeline

5. Is the issue urgent requiring action before the next priority setting session of Council (Spring Workshop)?

Resident's project is starting soon.

---

### Staff Section (To be completed by staff)

Approximate Staff Time Required: 10.5 Hours

Approximate Cost: \$ 1900

---



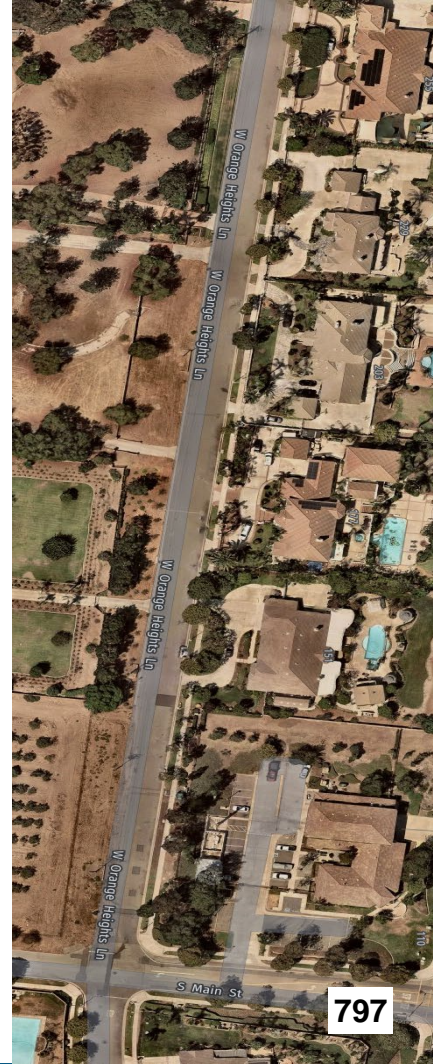
# Request from Mayor Speake

**Orange Heights Lane – Waiver of Sidewalk Improvement  
(South Side between Main Street and Jasper Drive)**

December 7, 2022

# The Ask...

Does the City Council want to consider the request by Mayor Speake on waiving the construction of the missing sidewalk improvements on the south side of Orange Heights Lane between Main Street and Jasper Drive.



# Orange Heights Lane -Background

- ▷ Local street
- ▷ Length: Main Street to Mountain Gate Drive
- ▷ Right-of-way dedication exists
- ▷ Public street improvements including curb, gutter, sidewalk, streetlight and fire hydrants exist on both sides of the street, except on the south side between Main Street and Jasper Drive
- ▷ Previous City Council deferred the public improvements on the south side.
  - Starting in 1992, the Council approved liens on three properties [376, 520 & 532 Orange Heights Lane] within this roadway segment to secure the cost of the construction of the future public improvements at the time of application of new construction.
  - Council determined that the construction of the missing public improvements in their entirety would be more beneficial to the local area than in short incremental sections.

# Orange Heights Lane



# 234 Orange Heights Lane

- ▷ 5 acres
- ▷ Property owner applied for building permit to construct a two-story, approximately 11,600 sf accessory building.
- ▷ Street right-of-way along the front of the property already dedicated to the City.
- ▷ Public improvements such as sidewalk, streetlight and landscaped parkway missing adjacent to the property.
- ▷ Owner was required to guarantee the cost of the construction of the missing public improvement adjacent to the property, per CMC Section 15.48.020.
- ▷ Estimated Cost: \$46,691





## Corona Municipal Code Chapter 15.48, Off-Site Improvements

- ▶ Ensure required public street improvements are put in place, such as sidewalks and streetlights, to prevent hazards of vehicular traffic on pedestrians and to prevent street crimes.
- ▶ Requires the construction of the missing public improvements at the time of new construction on property, as applicable.
- ▶ Ordinance makes provisions for the City Council to waive or defer missing public improvements.

## Corona Municipal Code Chapter 15.48, Off-Site Improvements Waiver or Deferral Criteria



City Council must find all the following conditions exist for which a waiver or deferral of the requirement is sought:

- (1) The strict application of the particular requirement will cause unnecessary hardship to the applicant, which is inconsistent with the findings, as stated in § [15.48.010](#);
- (2) There are exceptional circumstances or conditions applicable to the subject property, or to its proposed use or development which makes the application of the requirement unfair and oppressive to the applicant;
- (3) Would not adversely affect the public health, safety, and general welfare, nor be injurious to any property or improvements in the immediate vicinity of the property for which the applicant has pending with the city a request for a building permit.

The City Council may impose any reasonable condition on a grant of a waiver or deferral under this chapter, including the filing of improvement security in the case of a deferral.

# Concerns Expressed

1. Actual Construction Cost Higher than Estimated Cost
2. Undergrounding of Utility Poles
3. Power Lines May Conflict with Sidewalk and Streetlight
4. Grade Drop may require Extensive Grading
5. Other Like Streets have Limited or No Sidewalks

# 1. Actual vs. Estimated Construction Costs

- ▷ Staff provided a cost estimate of \$46,691 for improvements in public right of way
  - Includes, sidewalk, streetlight, grading and driveway approaches in public right of way
  - Does not include driveway, fence, gate or work on private property
  - Does not include cost for undergrounding utilities
- ▷ Staff recommends the property owner pay fair-share of public improvement costs to relieve his obligations to construct the public improvements.
- ▷ When City constructs public improvements at a future date, it will be responsible for all costs, including any necessary work on private property.

## 2. Undergrounding Wires and Poles

- ▷ Per CMC 15.60, the property owner is conditioned to Underground Utilities.
- ▷ The property owner can pay for the fair share cost to underground utilities to relieve his obligations. SCE estimates \$35K-\$40K per pole for undergrounding costs.
- ▷ The property owner can enter into a lien to defer undergrounding utilities along his frontage. There are a total of 10 utility poles along Orange Heights Lane.
- ▷ The property owner can apply for a waiver under CMC Section 15.06.060. Staff has already provided information to the applicant regarding process and fees.



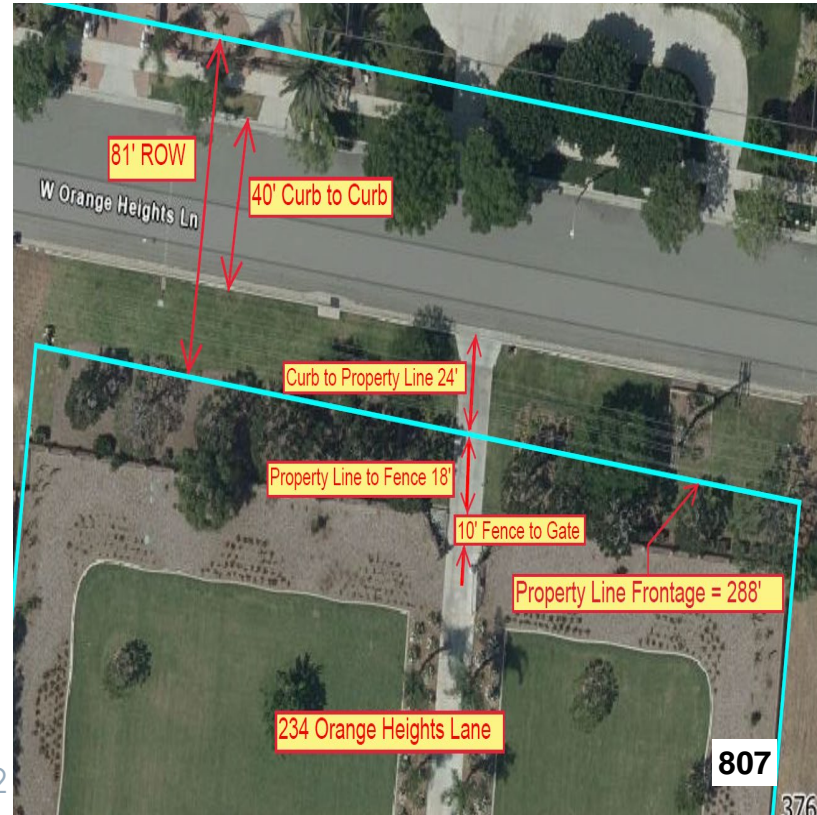
### 3. Utility lines and poles conflict with sidewalk and streetlights

- ▷ Sidewalks can be installed following the grade within the 24 feet right of way.
- ▷ A street light may be installed under the power lines or on the power pole fronting the property.
- ▷ CMC Section 15.06.060 allows the applicant to apply for a waiver through the City Council. Staff has provided information to the applicant to apply for the waiver.



## 4. Grade drop requires excess grading, driveway, and fence/gate modification

- ▶ There is a grade difference of 4-5 feet along a horizontal distance of 42 feet between the property wall/fence and street.
- ▶ The sidewalk can be designed and constructed to follow the existing slope to avoid excess grading.
- ▶ The existing driveway has a 12-15 percent gradient and levels off at the gate. Adding a 4-foot section of sidewalk across the driveway requires reconstruction of the driveway and little to no modifications to the gate.



## 5. Garretson between Santana and Pacific, Gilbert s/o Cleveland are similar streets

- ▶ Municipal Code Chapter 15.48 governs public improvements related to new construction.
- ▶ Public improvements are typically conditioned as part of the building permit. The applicant must construct, pay its fair share, or defer and pay for the improvements at a future date.
- ▶ Accessory Dwelling Units (ADUs) are regulated by the State and are exempt from public improvements.



## The request: Waive the construction of the missing sidewalk improvements on the south side of Orange Heights Lane between Main Street and Jasper Drive

### OPT. 1

Direct staff to prepare a report with the required findings for the City Council's consideration to waive the sidewalk improvements within the City's dedicated right-of-way on the south side of Orange Heights Lane between Main Street and Jasper Drive.

**Pros:** Lowers the cost of construction for current and future development on the southern section of Orange Heights Lane between Main Street and Jasper Drive.

**Cons:** Public improvements would not be built consistent with other areas of the community or for those on this street that have already paid to have the improvements installed. Potentially creates a precedent for waiving the installation of public improvements in other areas of the community.

## The request: Waive the construction of the missing sidewalk improvements on the south side of Orange Heights Lane between Main Street and Jasper Drive

### OPT. 2

Direct staff to implement the requirement of CMC Section 15.48.020:

- Have the public improvements adjacent to 234 Orange Heights Lane deferred.
- Have the property owner pay the City the estimated construction cost of the public improvements adjacent to the property.
- Have the property owner pay the cost upfront now for the improvements, with the City building the improvements at an appropriate point in the future.
- Continue to collect payments from the property owners on the south side of Orange Heights Lane between Main Street and Jasper Drive when the on-site construction of new buildings occurs on the properties.

**Pros:** Provides the funding to the city to complete the public improvements at one time along the south side of this section of Orange Heights.

**Cons:** Increases the cost of development to the residents in this roadway segment by having to pay their fair share for the construction of the missing public improvements.

# Staff's Recommendation

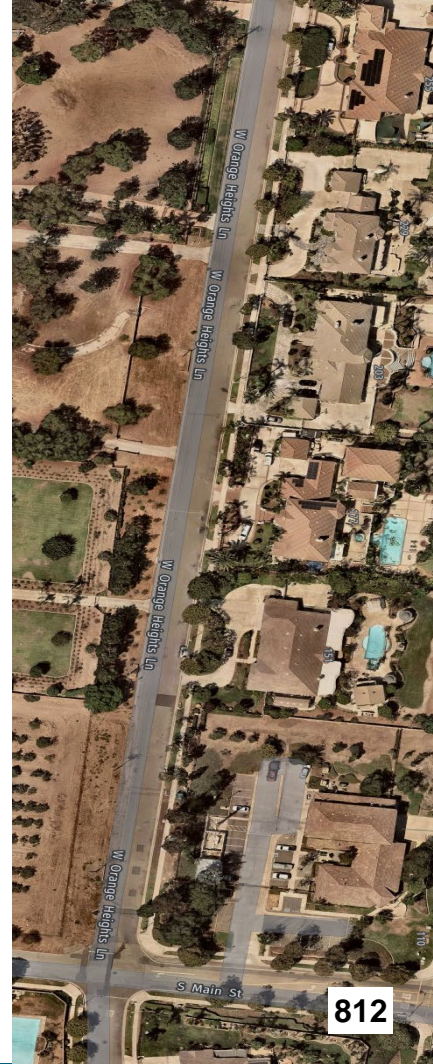
## Option 2

Direct staff to implement the requirement of CMC Section 15.48.020:

- Have the public improvements adjacent to 234 Orange Heights Lane deferred.
- Have the property owner pay the City the estimated construction cost of the public improvements adjacent to the property.
- Have the property owner pay the cost upfront now for the improvements, with the City building the improvements at an appropriate point in the future.
- Continue to collect payments from the property owners on the south side of Orange Heights Lane between Main Street and Jasper Drive when the on-site construction of new buildings occurs on the properties.

# The Ask...

Does the City Council want to consider the request by Mayor Speake on waiving the construction of the missing sidewalk improvements on the south side of Orange Heights Lane between Main Street and Jasper Drive.



# Discussion

---





Staff Report

---

**File #:** 22-0944

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 11/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** City Manager's Office

**SUBJECT:**  
Blue Zones Community Assessment.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to consider directing staff to facilitate a Community Assessment in preparation for a Blue Zones Project. Blue Zones Projects are designed to improve life and health outcomes of a community through changes to the built environment, policy, and lifestyle. City staff would work with Riverside University Health System - Public Health and the Blue Zones team on the Community Assessment and Blue Zones Project.

**RECOMMENDED ACTION:**

**That the City Council** direct staff to work with Riverside University Health System - Public Health and Blue Zones staff on a community assessment and related activities in preparation for a potential Blue Zones Project in the City of Corona.

**BACKGROUND:**

Researchers of human longevity have identified five areas in the world, named "Blue Zones", where individuals tended to live significantly longer and healthier lives. All Blue Zones share nine specific lifestyle habits, dubbed the Power 9®. These are: Move Naturally, Purpose, Downshift, 80% Rule, Plant Slant, Wine @ 5, Belong, Loved Ones First, and Right Tribe.

The Blue Zones organization works with communities to implement the findings of the research on Blue Zones to improve health and community outcomes. Using the Power 9®, Blue Zones Project Communities focus on 12 "pillars" to optimize the living environment. These are: the built environment, food policy, tobacco policy, employers, schools, restaurants, grocery stores, faith organizations, home, creating social networks, volunteering, and finding purpose. Cities can greatly influence some of these "pillars" through planning, policy, and programming.

For over 20 years, Blue Zones partnered with hundreds of American Cities, co-creating and implementing evidence-informed Community Well-Being programs. These programs are designed to create sustainable, system-level solutions that improve population health and economic vitality. Example projects include creating safe routes for walking and biking, education campaigns about healthy eating, urban agriculture initiatives, and establishing walking school buses. By partnering with public and private sector leaders, Blue Zones is able to increase the well-being of cities leading to greater stability, improved health equity, and increased resilience. Previous Blue Zones Projects have reduced smoking by 36%, reduced childhood obesity by 68% and adult obesity by 15%, and increased the percentage of people who exercise 30 minutes each day by 9%.

The Blue Zones team is working with Riverside University Health System - Public Health (RUHS-PH) to identify communities in Riverside County that are good candidates for a Blue Zones Project. The City of Corona was invited to participate in a community assessment, which is the first stage of a Blue Zones Project.

### **ANALYSIS:**

The City has been invited to participate in a Community Assessment to evaluate our candidacy for a Blue Zones Project. The assessment consists of a series of meetings, focus groups, and interviews that help Blue Zones staff identify community strengths, priorities, capacity, weaknesses, opportunities, and strategic assets. These meetings are held with senior officials and staff, community leaders, and Blue Zones leadership. The Blue Zones team and RUHS-PH will advise City staff on the appropriate community leaders to include in these meetings. After the assessment, the Blue Zones team and RUHS will determine if the City is a good candidate for a Blue Zones Project. If selected, the City would partner with Blue Zones and RUHS-PH on a long-term community project in the City of Corona.

Participation in a Blue Zones Project is in alignment with the Vision and Purpose of the Strategic Plan, specifically the goals of (3) Sound Infrastructure and (5) Sense of Place. The City is currently working on a number of projects that are aligned with the Blue Zones Project objectives including, the Parks and Recreation Masterplan, the Trails Masterplan, the City Park Masterplan, Re-Branding, 6<sup>th</sup> Street Beautification, and Downtown Revitalization. Our community engagement efforts have yielded significant information about community preferences that are shaping these plans and would contribute favorably to a Blue Zones Project.

### **Schedule and Timing**

Upon approval of this item, staff will immediately begin working with RUHS-PH and the Blue Zones team to schedule the interviews, community meetings, and focus groups. These meetings are anticipated to start in early December and continue through mid-February.

Staff will provide a status update to the City Council when the Blue Zones team makes a determination of the City's candidacy.

### **FINANCIAL IMPACT:**

The Blue Zones Project Assessment will require a de minimis amount of staff time to coordinate the activities of the Blue Zones team, RUHS-PH, and community partners.

**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 action is not subject to CEQA. This action considers pursuing a community assessment, 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:** JUSTIN TUCKER, ASSISTANT TO THE CITY MANAGER

**REVIEWED BY:** JACOB ELLIS, CITY MANAGER



# Blue Zones Community Assessment and Project

---



Justin Tucker  
Assistant to the City Manager  
December 7<sup>th</sup>, 2022

# Ask

Does Council wish to direct staff to facilitate a Community Assessment for a potential Blue Zones Project in Corona.

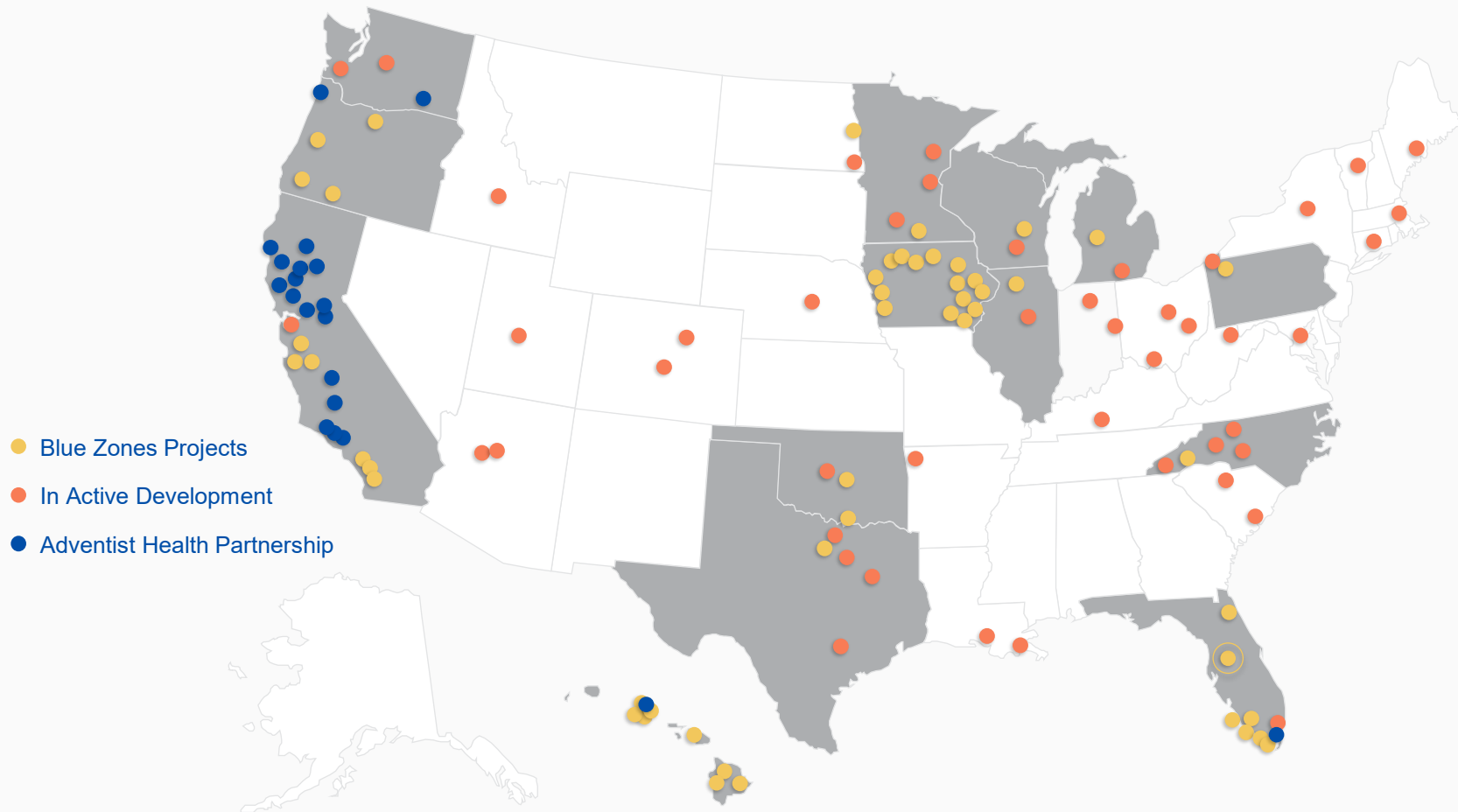




**BLUE ZONES™**  
*live better, longer™*

**Blue Zones Activate**

RIVERSIDE UNIVERSITY HEALTH SYSTEM — PUBLIC HEALTH



**Deployed to 4.4M+ lives in 71 Community Projects across 14 States**



**Backed by research of the original blue zones - rare longevity hotspots where people thrive into their 100's – we help people live better, longer.**

**By optimizing our human-made surroundings for sustainable well-being improvement - we transform communities.**

# Blue Zones Longevity Hot Spots

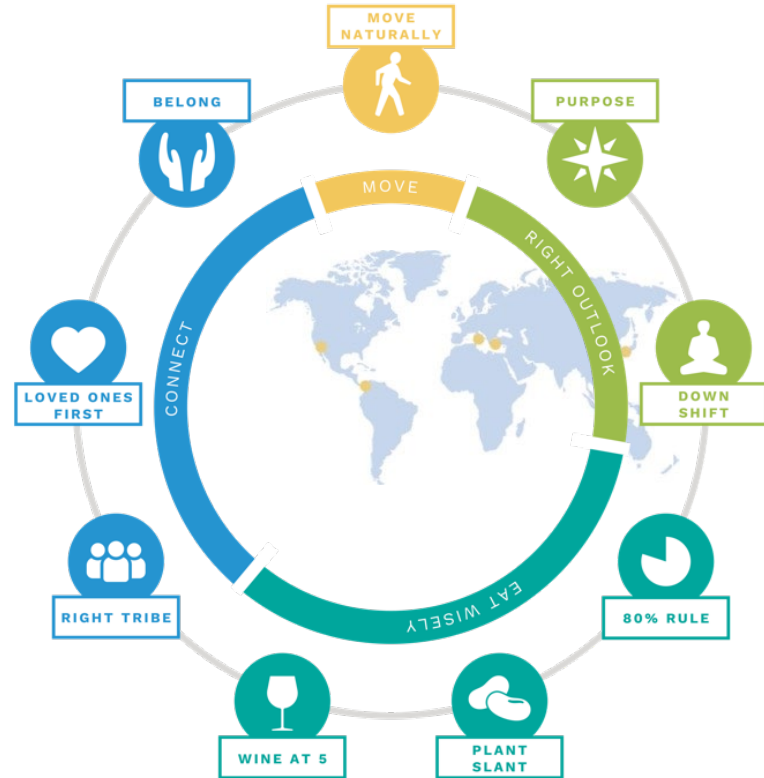


# Blue Zones – Solution Model

POWER 9®

Lifestyles of all Blue Zones residents shared **nine commonalities**.

We call these characteristics the **Power 9**.



# Blue Zones – Solution Model

LIFE RADIUS®

Almost all Americans spend 90% of their lives within 20 miles of home. We call this the **LIFE RADIUS**.

That's where we focus—implementing *permanent* and *semi-permanent* changes to where people spend the majority of their waking lives.

At homes, schools, worksites, grocery stores, restaurants, and faith-based organizations.

We make healthy choices easier—even unavoidable.

**Where you spend your time** and **who you spend it with** is the intervention that transforms well-being.



# Blue Zones Community Transformation



## Blue Zones Process



### ASSESS & PLAN

Readiness Assessment ➡ Expert Guidance ➡ Plan to Transform

- Educate and mobilize local leaders and residents
- Evaluate the community's current state of well-being
- Identify the highest priority challenges and opportunities
- Produce and present an expert plan for Transformation

### ACTIVATE

Align Priorities ➡ Implement Key Policies ➡ Build Capacity

- Prioritize, adopt and implement key policy changes
- Inspire citizen awareness and engagement
- Attract additional resources
- Raise the community profile

### TRANSFORM

Expand Intervention ➡ Prove Impact (checkmark icon) ➡ Leverage the Value

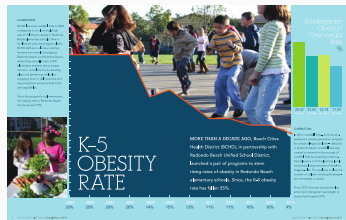
- Full focus on people, places and policy
- Prove and communicate the impact
- Capture value of being a Blue Zones Community
- Assure sustainability



## Small Community Albert Lea, Minnesota 13 Years

- **49% decrease in medical claims cost** for city workers.
- **2.9 years added** to life spans within one year of participating in the Blue Zones Project.
- **48% increase in tourism** since 2012.
- **Jump to 34<sup>th</sup> place** in Minnesota County Health Rankings (previously 68 out of 87 counties)

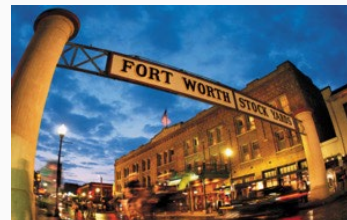
**\$40M**  
Follow-On Grants



## Mid-Size Community Beach Cities, California 10 Years

- **55% drop in childhood obesity** rates at Redondo Beach K-5 schools.
- **15% drop in overweight/obese** adults.
- **10% increase** in exercise.
- **17% drop** in smoking.
- **12% rise** in Life Evaluation.
- **\$72M in medical cost and lost productivity savings.**

**+12%**  
Life Evaluation



## Large Community Fort Worth, Texas 8 Years

- **31% decrease in smoking**, reducing smoking rate to 13.5%
- **Nine-point increase** in residents who exercise at least 30 minutes three or more days of the week, now at 62%.
- Overall 2018 Well-Being Index score rose to 62.5, **a gain of 3.7 points or 6%** since 2014.

**\$20B**  
Lifetime Reduced  
Smoking Value



## Large Employer NCH Healthcare System 6 Years

- **A 4.9 point jump** in overall well-being among employees.
- **54% decrease in healthcare expenditures** over six years.
- **\$27 million reduction in self-insured medical claims.**
- **Nearly 60%** of all employees pledged participation.
- **40% decline** in lost work days due to injury.

**+7%**  
Well-Being  
Improvement

# > 5% Sustained Improvement in Well-Being

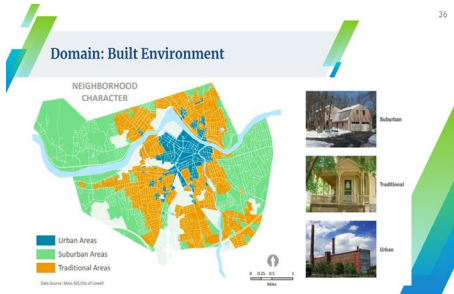
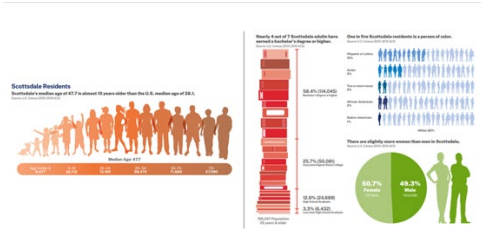


## CREATING A TRANSFORMATION PLAN

### PHASE I: READINESS ASSESSMENT

Blue Zones experts will perform a structured exploration of your community and collaborate to build a plan for change.

# Assessment



# Options

	Proceed with the Community Assessment	Do not Proceed with the Community Assessment
<b>Pros</b>	<p>Opportunity to:</p> <ul style="list-style-type: none"><li>• Engage with community</li><li>• Evaluate ways to improve the quality of life</li></ul> <p>Aligned with Strategic Plan goals (3) Sound Infrastructure and (5) Sense of Place</p> <p>RUHS is bearing the cost of the assessment</p>	<p>No staff time for coordinating assessment</p>
<b>Cons</b>	<p>Some staff time</p>	<p>Missed opportunity to</p> <ul style="list-style-type: none"><li>• Engage community</li><li>• Better understand community needs</li></ul>



# Ask

Does Council wish to direct staff to facilitate a Community Assessment for a potential Blue Zones Project in Corona.



# Questions?

---



951.279.3691



Justin.Tucker@CoronaCA.gov



www.CoronaCA.gov

# Blue Zones Projects

Community/Campus	Number	Population	Time	Primary Sponsor	Blue Zones Certified
Albert Lea, MN	1	20K	13 Years	United Health Foundation/AARP	✓
Beach Cities, CA	3	125K	10 Years	Beach Cities Health District	✓
Iowa (Statewide)	15	600K	5 Years	Wellmark (BCBS of IA & SD)	✓
Collier Co., FL	8	350K	7 Years	Naples Community Health	✓
Fort Worth, TX	1 (6)	850K	8Years	Texas Health Resources/ HCSC (BCBS TX)	✓
Hawaii (Statewide)	8	900K	6 Years	HMSA (BCBS HI)	✓
Dodge County, WI	4	75K	5 Years	Marshfield Clinic	✓
Pottawatomie County, OK	1	75K	5 Years	Avedis Foundation	✓
Oregon (Statewide)	4	150K	5 Years	Cambia (Regence BCBS)	✓
Rockford, IL (OSF Campus)	1	5K	3 Years	OSF Saint Anthony Medical Center	✓
Monterey County, CA	8	435K	2 Years	SVMH/Montage Health/Taylor Farms	
Erie County, PA (Corry, PA)	1	20K	2 Years	Highmark/UPMC/LECOM/Erie County Govt.	
Barry County, MI (Activate)	3	60K	2 Years	Spectrum Health	
Brevard, NC	1	35K	1 Year	Pisgah Health Foundation	
Durant, OK	1	50K	1 Year	Imagine Durant	
Walla Walla, WA	1	60K	Launching	Adventist Health	
Mendocino County, CA	3	85K	Launching	Adventist Health	
Napa County, CA	2	135K	Launching	Adventist Health	
Upland, IN –Taylor University (Campus)	1	5K	Launching	Taylor University	



Staff Report

---

**File #:** 22-0931

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** City Manager's Office

**SUBJECT:**

Approve the Professional Services Funding and Lease Agreements with Mercy House Living Centers, the Second Amended Partner Agency Agreement with the Path of Life Ministries, and the Eleventh Amendment to the Maintenance and General Services Agreement with Security Defense.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to consider approving the Professional Services Funding Agreement and Lease Agreement between the City of Corona and Mercy House Living Centers for the Fiscal Year (FY) 2023 Homeless System of Services which includes the Emergency Shelter/Navigation Center, Post Hospital Recuperative Care, Pilot Transportation Shuttle and Meal Services, Permanent Supportive Housing, and Tenant-Based Rental Assistance Programs. Staff is also asking the City Council to consider approval of a Second Amended Partner Agency Agreement with the Path of Life Ministries (Path of Life), the Eleventh Amendment to the Maintenance and General Services Agreement with Security Defense, and appropriation of additional Measure X funding to support Corona's Homeless System of Services.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Approve the Professional Services and Funding Agreement for the FY 2023 Homeless System of Services between the City of Corona and Mercy House Living Centers for a total amount not-to-exceed \$3,988,491.
- b. Authorize the City Manager, or his designee, to execute the Professional Services and Funding Agreement for the FY 2023 Homeless System of Services between the City of Corona and Mercy House Living Centers, including non-substantive amendments and line-item adjustments within the approved program budgets of the FY 2023 Professional Services and Funding Agreement between the City of Corona and Mercy House.

- c. Approve the Lease Agreement for the Harrison Shelter and 5<sup>th</sup> Street Housing Units between the City of Corona and Mercy House
- d. Authorize the City Manager, or his designee, to execute the Lease Agreement for the Harrison Shelter and 5th Street Housing Units between the City of Corona and Mercy House, including non-substantive amendments.
- e. Authorize an appropriation of \$638,726 from the Measure X Fund 120 to the Homeless Solutions Program in the City's Manager's Office.
- f. Approve the Eleventh Amendment to the Maintenance and General Services Agreement with Security Defense to increase the total compensation from \$175,000 to \$271,481 through June 30, 2023.
- g. Authorize the City Manager, or his designee, to execute the Eleventh Amendment to the Maintenance and General Services Agreement with Security Defense.
- h. Authorize the issuance of a change order for \$96,481 to Security Defense for security services, increasing the FY 2023 purchase order (B230344) from \$175,000 to \$271,481 through June 30, 2023.
- i. Approve the Second Amended Partner Agency Agreement with the Path of Life to provide \$120,000 in emergency shelter services through June 30, 2023.
- j. Authorize the City Manager, or his designee, to execute the Second Amended Partner Agency Agreement with the Path of Life, including non-substantive amendments.
- k. Authorize an increase in the Path of Life purchase order (B230196) from \$129,000 to \$249,000 to extend emergency shelter services through June 30, 2023.

**BACKGROUND & HISTORY:**

Homeless Strategic Plan

On June 17, 2020, the City Council adopted the Homeless Strategic 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.

The City Council's approval of the recommended actions will support the following goals in the Homeless Strategic Plan:

- Goal 1: Develop a Systems-Oriented Approach to Address Homelessness
- Goal 2: Develop a Low-Barrier Emergency Shelter/Navigation Center

Goal 3: Develop Permanent Supportive and Affordable Housing Solutions

Goal 8: Develop a Homeless Prevention Initiative

Since the City Council adopted the Homeless Strategic Plan, the City of Corona has been systematically developing a homeless system of services including expansion of outreach and engagement efforts with City Net and the Corona Police Department's Homeless Outreach & Psychological Evaluation (HOPE) Team; development of a 25 room per night Motel Emergency Shelter Program operated by City Net; expansion of Path of Life Emergency Shelter Beds from 5 to 10 beds per night; a partnership with the County's Housing and Workforce Services Department and Abode Communities to convert the Ayres Hotel into 53 units of Permanent Supportive Housing; and a partnership with County Behavioral Health for a Community Behavioral Health Assessment Team (CBAT) and a Mobile Crisis Management Team (MCMT).

In addition, City Council has approved Phase I and Phase II construction renovation improvements totaling \$3,027,912 to transform the Harrison Shelter into a dynamic Emergency Shelter/Navigation Center that is pet friendly and complete with an onsite clinic that will offer medical, behavioral health and dental services. Phase II construction improvements are tentatively scheduled for completion sometime in December 2022. When City Council approved the Phase II construction renovation improvements on April 20, 2022, staff provided a timeline for release of a Request for Proposals to select a nonprofit to operate the Harrison Shelter/Navigation Center, 5th Street Housing Units, and other homeless services contained in the proposed Mercy House agreements.

## **ANALYSIS:**

### Homeless System of Services Requests for Proposals Process

On June 1, 2022, Request for Proposals (RFP) #22-047SB for Homeless System of Services was advertised in the Sentinel Weekly News and posted to Planet Bids. Planet Bids notified 20 registered City of Corona vendors and 700 external, non-City of Corona registered vendors. In addition, the RFP was advertised to the entire Riverside County Continuum of Care which has 524 member representatives from multiple County Agencies, 28 cities, homeless shelter, service and housing providers, school districts, colleges and universities, healthcare providers, faith-based organizations, and many other diverse stakeholders.

On June 13, 2022, three nonprofit organizations participated in the Mandatory Pre-Proposal Conference and on June 21, 2022, the same three nonprofit organizations participated in the Mandatory Site Visitation of the Harrison Shelter and 5th Street Housing Units. The three participating nonprofits included Mercy House, Holliday's Helping Hands, Inc., and Path of Life.

The RFP closed on July 11, 2022. Only one responsive proposal was received from Mercy House. Path of Life sent an email indicating that they were extremely interested in applying but due to turnover in staff and other organizational changes, they decided not to submit a proposal at this time. Holliday's Helping Hands, Inc. did not meet the RFP deadline for proposal submission.

On July 11, 2022, staff conducted a threshold review of the Mercy House proposal. The proposal met

all requirements regarding application completion and eligibility requirements and passed threshold review and was delivered to the Evaluation Committee. The Evaluation Committee was comprised of experts in the field of homeless shelter, homeless services, and affordable housing programs. Panel experts included the County's Deputy Director that oversees the Riverside County Continuum of Care, the Corona Homeless Solutions Manager, and the Corona Community Assistance Manager.

The Evaluation Committee scored the Mercy House proposal based upon five (5) different categories including 1) Organizational Capacity, Experience, and Readiness (15 point maximum), 2) Program Design and Operations (40 point maximum); 3) Level and Types of Services Offered/Service Partners (10 point maximum); 4) Client Selection and Service Delivery (10 point maximum); 5) Method to Track and Achieve Successful Outcomes for City of Corona Homeless Strategic Plan Performance Measures (10 point maximum); and 6) Budget and Resource Leveraging (15 point maximum). Two categories of bonus points were also available: 1) Oral Interview (10 point maximum); and 2) Project Readiness (10 point maximum) for a maximum potential score of 120 points.

As outlined in Exhibit 3 - Evaluation Score Sheet, Mercy House received an overall average score of 111 points. The evaluator scores were very consistent and not far apart in each of the categories. The Evaluation Committee highly recommends Mercy House as the operator for Corona's Homeless System of Services.

#### Mercy House Operational and Capital Advance Request and 10% Contingency

Mercy House operates emergency shelter, homeless service, permanent supportive housing, and affordable housing programs in 67 different cities in Kern County, Los Angeles County, Maricopa County, Orange County, Riverside County, and Ventura County. Consistent with other cities Mercy House contracts with, and to properly manage multiple programs and cash flow issues, one of the contract conditions they require is a operational and capital advance that is equal to two-months' worth of operating costs (\$720,794). The cash advance also includes a budget line item for Furniture, Fixtures, and Equipment (\$117,237) for a total cash advance of \$838,031.

Also consistent with the many other programs operated by Mercy House, whenever they are developing a new emergency shelter and/or system of services, a 10% contingency is requested to address unforeseen costs and issues that are common when developing new shelter programs and services. The 10% contingency of \$218,202 is not automatically part of the Mercy House budget and must be approved by the City Manager, or his designee, before any expenditures are authorized.

As part of due diligence, staff contacted three other cities that have authorized cash advances as part of contract terms with Mercy House. These cities indicated Mercy House is in good standing and that there have been no issues with the cash advance process or program operations.

#### Mercy House Contract Development and Partnership Development

Since the RFP process was concluded in mid-August, Homeless Solutions has been working with Mercy House on several activities leading up to this agenda staff report. These activities include but are not limited to:

- ✓ Contract negotiations and development of five (5) different scopes of services and program budgets.
- ✓ Facilitation of meetings with Mercy House and Centro Medico Community Clinic to develop service delivery protocols and plans for development of a lease agreement with Centro Medico Community Clinic and a Memorandum of Understanding (MOU) with Corona Regional Medical Center.
- ✓ Collaboration with Centro Medico Community Clinic to complete paperwork and obtain clinic site approval from the US Department of Health and Human Services Health Resources and Services Administration (HRSA).
- ✓ Collaboration on a \$2.5 million Continuum of Care grant application to provide 34 units of scattered site permanent supportive housing. The project scored 97 and was ranked as the number two project in the \$14.1 million grant application that was recently submitted to HUD for Riverside County.
- ✓ Collaboration with Mercy House to apply for Riverside County Housing Authority Project Based Vouchers that can provide operating subsidies to cashflow the 5th Street Permanent Supportive Housing Units for an initial period of twenty (20) years.

### Security Defense

Due to ongoing vandalism and break-ins reported by the Corona Police Department, Information Technology via security system monitoring, and construction management staff, it was necessary to hire security guards at the homeless shelter site. Since August 2022, Security Defense has provided 24/7 security services at the shelter site, which will continue through the end of January 2023. At that time, Mercy House will have completed its 3-bid process to hire long-term security services. The costs for these services are \$96,481. Accordingly, staff recommends approval of the Eleventh Amendment to the Maintenance and General Services Agreement with Security Defense to increase the total compensation from \$175,000 to \$271,481.

### Path of Life Agreement

On October 6, 2021, the City Council approved the First Amended Partner Agency Agreement with Path of Life to expand services at their shelter from five (5) beds to ten (10) beds per night. On June 15, 2022 City Council authorized an increase of \$129,000 to the Path of Life purchase order to continue shelter services through January 31, 2023. This approval included a cost increase from \$50 per bed, per day to \$60 per bed, per day for Corona's ten (10) reserved shelter beds.

Following City Council's approval of the proposed Mercy House Agreements, the Shelter/Navigation Center may not open for at least 90-120 days, depending upon the time it takes to purchase and install all the furniture, fixtures, and equipment, as well as hiring 47 staff members and

transportation and security vendors for the five (5) different program components.

To plan for a smooth transition, staff recommends that the City Council approve the Second Amended Partner Agency Agreement with the Path of Life to provide \$120,000 in emergency shelter services through June 30, 2023. The \$120,000 includes a cost increase from \$60 per bed, per day to \$80 per bed, per day for Corona's ten (10) reserved beds at their shelter. This approval will increase the Path of Life total compensation from \$129,000 to \$249,000.

#### Request for Appropriation of Measure X Funding

When combined, the Agreements with Mercy House, Path of Life, and Security Defense require an appropriation of \$638,726 in funding from Measure X. This funding request is critical to support the successful implementation of the City's Homeless Strategic Plan. Further, the additional funds are needed to address budget gaps to fully fund all programs and services proposed in this agenda staff report. It is important to note that 66% of the Mercy House System of Services Agreement of \$3,988,491 is funded with Federal HOME and State PLHA funds.

#### Consistency with the Homeless Strategic Plan

All of the programs and services proposed in this agenda staff report are consistent with the goals and implementing strategies in the City of Corona Homeless Strategic Plan.

#### **FINANCIAL IMPACT:**

Approval of the recommended actions will appropriate \$638,726 in recurring Measure X funds to the Homeless Solutions Program. Future fiscal year requests will be evaluated and submitted through the annual budget process. There is sufficient existing fund balance for the requested appropriation.

#### **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 approval of agreements with Mercy House, Path of Life, and Security Defense to provide a variety of homeless services including emergency shelter, transportation and meal services, recuperative care, rental assistance, security, and permanent supportive housing. Approval of these agreements and provision of expanded homeless 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 - Mercy House Homeless System of Services Agreements
2. EXHIBIT 2 - Path of Life Second Amended Partner Agency Agreement
3. EXHIBIT 3 - Summary of Evaluator Score Results for RFP 22-047SB
4. EXHIBIT 4 - 11th Amendment to Maintenance and General Services Agreement with Security Defense Security Guard Services

**CITY OF CORONA  
PROFESSIONAL SERVICES AND FUNDING AGREEMENT  
WITH MERCY HOUSE LIVING CENTERS  
FOR HOMELESS SYSTEM OF SERVICES  
(FY 2023)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 7th day of December 2022 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Mercy House Living Centers, a California domestic nonprofit corporation with its principal place of business at 203 N. Golden Circle Santa Ana, CA 92705 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City according to the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing low-barrier emergency shelter, navigation center services, transportation/meal services for day service programs, HOME Tenant Based Rental Assistance, Permanent Supportive Housing, and collaborating with medical and healthcare providers for the provision of recuperative care and that Consultant is licensed in the State of California and is familiar with the City of Corona’s Homeless Strategic Plan.

**2.2 Corona System of Services.**

City desires to engage Consultant to render such services for the operation or implementation of the Harrison Low-Barrier Emergency Shelter/Navigation Center (“Harrison Shelter”), the Pilot Transportation/M meal Program, HOME Tenant Based Rental Assistance Program, Permanent Supportive Housing Program, and collaboration with Corona Regional Medical Center, Centro Medico Community Clinic and other healthcare providers for the Post Hospital Recuperative Care Program in the City of Corona (collectively “Services”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services, as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance

with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from December 7, 2022 to June 30, 2023 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment or renewal agreement pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

### **3.2 Responsibilities of Consultant.**

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

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

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

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

CA\JR\01200.10105\10273163.7

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

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

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

3.2.8 Coordination of Community and Media Messages. Consultant agrees to work closely with the City's Representative in the development and release of all messages related to the Services, including, without limitation, responding to the media, announcements to the Continuum of Care, website information about the Services, flyer information about the Services, release of data to the County of Riverside for mass shelter and emergency response meetings, community presentation information, and release of data to other community stakeholders. Consultant will work with the City's Representative to determine who will take the lead on preparing, releasing, and presenting information to the aforementioned stakeholders.

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

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

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

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

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

### 3.2.11 Insurance.

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

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

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

*Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$5,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be the required occurrence limit; (2) *Automobile Liability*: \$4,000,000 per accident/\$5 million aggregate for bodily injury and property damage, provided that the aggregate limit shall apply separately to this Agreement; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease

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

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

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

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

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

3.2.11.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless

CA\JR\01200.10105\10273163.7

understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

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

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

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

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

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

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

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

3.2.11.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.11. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.11.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.11, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

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

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

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

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

### 3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for the Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference.. The total compensation, including authorized reimbursements, for the Services shall not exceed Three Million Nine Hundred Eighty-Eight Thousand, Four Hundred Ninety Dollars and 71/100 (\$3,988,490.71) ("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. The City's City Manager may approve changes in the budget line items set forth in Exhibit "C" provided that the Total Compensation is not exceeded. Any such changes shall be in writing.

3.3.2 Payment of Compensation. Consultant shall submit to City separate monthly itemized invoice statements with accompanying client data reports and back-up documentation of expenses for each of the following components of the Services which indicate work completed and Services rendered by Consultant: (1) Harrison Shelter; (2) Pilot Transportation/M meal Program; (3) Post Hospital Recuperative Care Program; (4) HOME Tenant-Based Rental Assistance Program; and (5) Permanent Supportive Housing Program. The invoice statements and accompanying back-up documentation of expenses shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statements, review the statements and pay to Consultant an amount equal to Three Hundred Thousand Three Hundred Thirty Dollars and 82/100 (\$300,330.82) ("Monthly Payment"). During the last quarter of Fiscal Year 2023, the City will conduct an assessment of all invoice statements to determine if the Services performed and expenses incurred by Consultant during the term of this Agreement. If the sum of all Monthly Payments and the Advance Payment (as defined in Section 3.3.4) exceed the cost of the Services performed and the expenses incurred (excluding the HOME Tenant-Based Rental Assistance Program), Consultant shall refund the difference to the City. The Monthly Payment shall not include any Services related to the HOME Tenant-Based Rental Assistance Program. City shall, within 30 days of receiving statements for the HOME Tenant-Based Rental Assistance Program, review the statements and pay all approved charges thereon based upon client demand, spending targets, and eligible activities outlined in the HOME TBRA Guidelines set forth in Exhibit "D".

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

3.3.4 Cash Advance. After the Agreement has been fully executed by all Parties and upon receipt of invoices from Consultant, the City will make an advance payment, as part of the Total Compensation, in the total amount of Eight Hundred Thirty-Eight Thousand Thirty Dollars and 98/100 (\$838,030.98) ("Advance Payment"), which consists of One Hundred Seventeen Thousand Two Hundred Thirty-Seven Dollars (\$117,237.00) for Furniture, Fixtures, and Equipment Costs for the Harrison Shelter and Seven Hundred Twenty Thousand Seven Hundred Ninety-Three Dollars and 98/100 (\$720,793.98) for two (2) months of operating costs for all program components of the Services, except the HOME Tenant-Based Rental Assistance Program and the 10% contingency. On or before February 7, 2023, Consultant shall submit to City itemized invoice

CA\JR\01200.10105\10273163.7

statements with accompanying client data reports and back-up documentation of work performed, expenses incurred and/or materials, furnishings, fixtures or equipment purchased with the Advance Payment. In the event this Agreement is terminated prior to Services being performed or materials, furnishings, fixtures or equipment being purchased, Consultant will return the Advance Payment to the City.

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

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

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

### **3.4 Termination of Agreement.**

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

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

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

### **3.5 Ownership of Materials and Confidentiality.**

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

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the

CA\JR\01200.10105\10273163.7

subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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

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

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

### **3.6 General Provisions.**

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

**Consultant:**

Mercy House Living Centers  
 203 N. Golden Circle  
 Santa Ana, CA 92705  
 Attention: Larry Haynes

**City:**

City of Corona  
 400 South Vicentia Avenue  
 Corona, CA 92882  
 Attention: City Manager's Office - Homeless Solutions Programs

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

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

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

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

this Agreement.

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

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

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

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

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

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

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

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

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

3.6.18 Exhibit List. The following is a list of the Exhibits attached to this Agreement. Each of the exhibits referenced in this Section 3.6.22 is incorporated by this reference into the text of this Agreement.

Exhibit A	Scope of Services
Exhibit B	Schedule of Services
Exhibit C	Compensation and Payment Schedule
Exhibit D	HOME Tenant-Based Rental Assistance Program Guidelines
Exhibit E	Shelter Operations Plan
Exhibit F	Permanent Local Housing Allocation Final Guidelines
Exhibit G	Lease Agreement for Harrison Shelter and 5 <sup>th</sup> Street Housing Units

**[SIGNATURES ON NEXT 2 PAGES]**

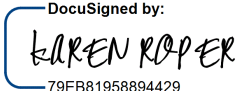
**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AND FUNDING AGREEMENT**  
**WITH MERCY HOUSE LIVING CENTERS**  
**FOR HOMELESS SYSTEM OF SERVICES**  
**(FY 2023)**

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

**CITY OF CORONA**

A blue DocuSign signature box containing the handwritten initials "JE".

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

Reviewed By:  DocuSigned by:  
KAREN ROPER  
79EB81958894429...  
\_\_\_\_\_  
Karen Roper  
Homeless Solutions Manager

Reviewed By:

\_\_\_\_\_  
Scott Briggs  
Purchasing Specialist V

Attest:

\_\_\_\_\_  
Sylvia Edwards  
City Clerk

**CONSULTANT'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AND FUNDING AGREEMENT**  
**WITH MERCY HOUSE LIVING CENTERS**  
**FOR HOMELESS SYSTEM OF SERVICES**  
**(FY 2023)**

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

**MERCY HOUSE LIVING CENTERS**

By:  31D77984093F487 ... Larry Haynes  
Chief Executive Officer

## **EXHIBIT “A” SCOPE OF SERVICES**

### **HARRISON SHELTER**

Consultant shall operate the Harrison Shelter in accordance with the requirements and criteria set forth in this Exhibit “A”.

#### **Program Components**

Consultant shall:

- ✓ Maintain use consistent with R-1 Occupancy
- ✓ Maintain Occupant Load of not more 200 persons
- ✓ Consultant shall not permit the shelter sleeping room occupancy to exceed 56 persons. This Agreement contemplates a 40-bed shelter. However, with written approval from the City Representative, shelter sleeping capacity may be increased up to the maximum occupancy of 56 beds if Consultant secures additional public or private resources and/or if City allocates additional funding to expand bed capacity
- ✓ Operate a 40 bed, low-barrier emergency shelter/navigation center with the following bed breakdown, sub-populations, and programs:
  - 30-beds for low-barrier single adult males in two separate dormitory wings in the Harrison Shelter.
  - 5-beds for low-barrier, single adult females in the female sleeping room at the Harrison Shelter. Female sheltering will support emergencies related to inclement weather, requests from Corona PD, or other special circumstances as requested by the City of Corona. Consultant will also collaborate with City Net on best placement for females since the City’s Motel Emergency Shelter Program will transition to serve families, single adult females, and couples when the Harrison Shelter opens.
  - 5-post hospital recuperative care beds with accommodations in the recuperative care sleeping rooms at the Harrison Shelter. Recuperative care program includes a partnership with Centro Medico Community Clinic, a Federally Qualified Health Center (FQHC) partner that will provide onsite medical services, and Corona Regional Medical Center, who will purchase post-hospital recuperative care beds on an “as needed/referral” basis.
  - All 40 shelter beds shall be reserved for homeless neighbors with documentable ties to the City of Corona unless a waiver is requested and approved by the City of Corona. Waivers will be handled on a case-by-case basis.
- ✓ Establish and operate a robust navigation center with public and private partners that will provide a wide variety of services to shelter guests
- ✓ Provide transportation shuttle services to support good neighbor policy of no-walk ins/no-walk outs as set forth in the Shelter Operations Plan, attached to this Agreement as Exhibit “E”.
- ✓ Develop good neighbor strategies to accommodate clients who have vehicles so they can access shelter, meals, supportive services, and ultimately permanent housing

without impact the area surrounding the Harrison Shelter.

### Operational Requirements

Consultant shall:

- ✓ Comply with Required Referrals Protocols: The City of Corona designated staff, Corona Police Department, and City Net are the only authorized referral agencies. Any changes to referral agencies must be approved by the City's Representative.
- ✓ Permit Corona PD to drop-off single adult male and single adult female homeless neighbors on 24/7 basis, as shelter capacity will allow
- ✓ Implement a Shelter length of stay target of 90 consecutive days not to exceed 180 consecutive days
- ✓ To comply with the no walk-in, no-walk out policy set forth in the Shelter Operations Plan, attached to this Agreement as Exhibit "E", develop a bed reservation system and collaborate with the official referral agencies (City Net, Corona Police Department, and the City's Homeless Solutions staff) for screening of clients, reservation of beds, and scheduling transportation to/from the facility
- ✓ Operate the Harrison Shelter:
  - 24 hours per day
  - 7 days per week
  - 365 days per year

### Corona Preference Requirement

Consultant shall:

- ✓ Provide Shelter/Navigation Center Services to homeless neighbors with documentable ties to the City of Corona
- ✓ Corona PD or other City's Representative may request operator to waive Corona Preference Requirement
- ✓ Consultant shall track and report documentable ties to the City for each client
- ✓ Examples of eligible sources to document ties to the City include:
  - Driver's License or California ID
  - City Library Internet Card or Library Book Card plus one other documentable tie
  - Bank Statements
  - Car Registration
  - HMIS record of prior services in City
  - City Net prior outreach interactions will confirm documentable ties to City
  - Corona PD prior calls for service, outreach, or enforcement will confirm documentable ties to City
  - Children are enrolled in City schools
  - They or a member of the household are employed in the City
  - They or a member of the household graduated or attended a City High School
  - Other documentation that demonstrates a last permanent address in the City

- Previous Utility Bill
- Previous Rental Agreement
- Other bills or documents with City Address
- Faith Based or Community Based Partner verification of prior services in City
- County Agency verification of prior services in City

### Additional Operational Requirements

Consultant shall:

- ✓ Prepare and implement a Security Plan with appropriate operator staff to security personnel ratios. The Security Plan shall be subject to the review and approval of the City's Representative.
- ✓ Establish the Shelter Advisory Board, set forth in the Shelter Operations Plan, attached to this Agreement as Exhibit "E", to engage local businesses, residents, faith-based and community-based organizations, and other impacted or interested stakeholders
- ✓ Provide and maintain exterior larger storage lockers for shelter residents only
- ✓ Operate the Harrison Shelter in accordance with the Pet Friendly Shelter Model that allows pets, assistance animals and service animals
- ✓ Require screening for 290 Sex Offenders and Open Felony Warrants as outlined in the Shelter Operations Plan attached to this Agreement as Exhibit "E"
- ✓ Operate and maintain the kitchen within the Harrison Shelter, which qualifies as a "Food Facility," in accordance with all Riverside County Environmental Health Department standards, including but not limited to Riverside County Ordinance 492, as it may be amended from time to time, and the County's Food Facility Operators Guide, as it may be amended from time to time.
- ✓ Comply with City of Corona Shelter Operations Plan attached to this Agreement as Exhibit "E".
- ✓ Implement the follow Community Outreach & Engagement strategies to comply with City's Good Neighbor Policy set forth in the Shelter Operations Plan, attached to this Agreement as Exhibit "E":
  - ✓ Facilitate community meetings with surrounding businesses prior to start of shelter programs
  - ✓ Summarize business concerns and submit to City's Representative for review and discussion
  - ✓ Develop strategies to mitigate concerns
  - ✓ Present mitigating strategies to the City of Corona and businesses
  - ✓ Maintain an open and ongoing community dialogue

## Operational Standards

Consultant shall:

- ✓ Operate a well maintained and well managed facility
- ✓ Work with City to establish operating policies to define partnerships and roles of County, City, and other stakeholders
- ✓ Establish clearly defined referral protocols from City Net, Corona PD, and City Project Manager
- ✓ Maintain 24/7 phone contact
- ✓ Develop and implement Neighborhood Patrol Strategies in accordance with the Shelter Operations Plan, attached to this Agreement as Exhibit “E”
- ✓ Collaborate with City Net and Corona PD HOPE Team to facilitate Neighborhood Homeless Outreach support to shelter
- ✓ Implement and enforce Transportation and Parking Policies set forth in the Shelter Operations Plan, attached to this Agreement as Exhibit “E” including
  - ✓ Policy to address on street parking in compliance with no parking from 8 pm to 8 am (with exception of 10 available parking spaces in front on the shelter and the 11 parking spaces in the shelter parking lot)
  - ✓ Policy to ensure that client vehicles remain operable with current registration and insurance
  - ✓ Policy to collaborate with Security personnel and Corona PD for any potential non-shelter homeless who may park near the shelter or live in their cars near the shelter. For homeless neighbors in this situation, prioritize collaboration with City Net and Corona PD HOPE Team to conduct outreach, engagement, and connection to shelter and services
  - ✓ Policy to collaborate with City to establish pick up and drop off locations for shuttle services to/from the shelter
- ✓ Develop and implement strategies to support no walk-ins/no walk-outs or unauthorized drop-offs
- ✓ Implement Client/Resident Rules and Guidelines in compliance with the Shelter Operations Plan
- ✓ Implement a Private Security and Safety Plan in compliance with the Shelter Operations Plan
- ✓ Collaborate with Corona Police Department and Corona Fire Department as may be needed for safety and medical emergencies
- ✓ Develop and implement communication protocols to address concerns, complaints, and Critical Incident Reports to City’s Representative for altercations, deaths, injuries, damages to facility, 911 calls, and other critical issues
- ✓ Establish Public/Private partnerships to involve and engage businesses, residents, and the faith community to serve Corona homeless:
  - ✓ Volunteer Opportunities
  - ✓ Corporate Social Responsibility
  - ✓ Donation Programs

Centro Medico Community Clinic

- ✓ Centro Medico Community Clinic (CMCC) will occupy a portion of the West Wing of the Harrison Shelter/Navigation Center to provide medical, behavioral health, and oral care services for
  - Shelter/Navigation Center clients/residents
  - Pilot Transportation/Meal Program clients
  - City's Motel Emergency Shelter Program operated by City Net
  - Clients enrolled in City's HOME Tenant-Based Rental Assistance Program
  - Residents of Permanent Supportive Housing Projects in the City of Corona
- ✓ City will enter into a separate lease agreement with CMCC
- ✓ Consultant will share the staff break room/lunchroom with CMCC staff
- ✓ Consultant shall work with the City's Representative and CMCC to develop client service protocols and other operational processes that will be outlined in the lease agreement between the City and CMCC.

Miscellaneous Shelter / Navigation Center Terms and Conditions

Consultant shall:

- ✓ Develop Release of Information / Intake Forms that facilitate information sharing and case conferencing between Consultant, City Net, City Homeless Solutions, County partners, and designated nonprofit partners. The goal of case conferencing will be to address challenging client cases that might need multiple partners to achieve crisis stabilization and permanent housing placement
- ✓ Work with the City to identify a community partner to touch up the existing mural in the shelter's dining room area and to paint a new mural in the Success Center Room. If needed and with the approval of the City's Representative, Consultant may use a portion of the 10% Contingency to pay for the mural costs
- ✓ Work with the City to finalize a list of shelter names that were submitted by the community for presentation to City Council to select an official name for the Harrison Shelter/Navigation Center
- ✓ Collaborate with City to organize Grand Opening Ceremonies
  - VIPs/Elected Officials Ceremony
  - Community/Public Ceremony
- ✓ Collaborate with the City to apply for grants to expand or enhance shelter, services, and housing programs connected to the Services provided under this Agreement. Ensure that grant applications focus services and resources to support homeless residents with documentable ties to the City of Corona
- ✓ Separate from the storage locker program for shelter guests, establish an amnesty locker program for non-shelter guests that complies with the following:
  - Ensure that Amnesty Lockers are secured with locks and managed by Consultant so that shelter guests cannot access them until exit from the facility
  - Provide 24/7 security to prevent theft of contents of Amnesty Lockers

Target Goals

Consultant shall complete by June 30, 2023:

- ✓ Collaborate with City Net to facilitate approximately 50 exits from the streets of Corona to the Shelter/Navigation Center
- ✓ Ramp up program to provide approximately 5,000 – 7,000 shelter bed nights through the term of this Agreement
- ✓ Complete approximately 20-30 housing placements for shelter residents by connecting them to City's PSH and TBRA Housing Program
- ✓

**PILOT TRANSPORTATION / MEAL PROGRAM**

Consultant shall:

- ✓ Support City of Corona's goal to re-activate City Park by relocating meal services from City Parks to the shelter/navigation center
- ✓ Provide transportation shuttle services to support good neighbor community policy of no-walk ins/no-walk outs
- ✓ Comply with Required Referrals Protocols: The City of Corona designated staff, Corona Police Department, City Net and designated Corona Faith Based Partners are the only authorized referral agencies that can make referrals to Consultant
- ✓ Any changes to referral agencies must be approved by the City's Representative.
- ✓ As Faith Based Partnerships are established, the City's Representative will provide Consultant with the approved list authorized partners
- ✓ Ensure that priority preference is given to Corona homeless with ties to the City
- ✓ As a Pilot Program, City reserves the right to cancel the program and/or reallocate funding to other Services components in this Agreement
- ✓ Objective of program is to provide transportation and meal services to non-shelter guests with the goal of engaging clients in case management, shelter, services, and ultimately permanent housing
- ✓ 7 day per week transportation shuttle / meal program
  - Hot Meal
  - Bagged Take Away Food
- ✓ Require screening for 290 Sex Offenders and Open Felony Warrants as outlined in the Shelter Operations Plan
- ✓ Develop and implement a policy to collaborate with City to establish pick-up and drop-off locations for shuttle services to/from the shelter. All locations are subject to change and must be approved by the City's Representative in collaboration with Corona PD and Corona Community Services
- ✓ Develop and implement good neighbor strategies to accommodate clients that have vehicles so they can access meals and other services. Strategies must be consistent with the Good Neighbor Policies outlined in the Shelter Operations Plan. City reserves the right to change the strategies to address concerns from surrounding businesses

Target Goals

Consultant shall complete by June 30, 2023:

- ✓ Ramp up program to serve approximately 40 people per week
- ✓ Enroll approximately 20 people in case management
- ✓ Connect approximately 15-20 people to the shelter program and/or clinic program
- ✓ Develop 1-2 partnerships with the faith community to decrease food costs or expand meal services and increase volunteer support

**POST HOSPITAL RECUPERATIVE CARE PROGRAM**

Consultant shall:

- ✓ Operate 5 beds in the Harrison Shelter for a post-hospital recuperative care shelter program that partners with Corona Regional Medical Center and Centro Medico Community Clinic
- ✓ Corona Regional Medical Center will request recuperative care shelter placements for eligible Corona homeless clients on an as needed basis and pay a fee to Consultant for the shelter bed and recuperative care services and/or work with the client's insurance provider who will pay the fee to Consultant
- ✓ Consultant shall track fees that are paid and report these as Program Income to the City of Corona on an annual basis. If program expenses do not exceed program funding and revenues, Consultant will re-pay the City excess Program Income to comply with HUD's requirements for reporting and using Program Income
- ✓ City will enter into a separate lease agreement with Centro Medico Community Clinic
- ✓ Centro Medico Community Clinic will provide medical services to support recuperative care clients who meet the criteria outlined below
- ✓ City will enter into a separate Memorandum of Understanding with Corona Regional Medical Center
  - Post Hospital Recuperative Care Program to comply with the following guidelines:

**Admission Criteria**

- ✓ Currently homeless with ties to the City of Corona
- ✓ Able to complete all Activities of Daily Living (ADLs) independently
- ✓ Wheelchairs, and any other Durable Medical Equipment (DME) devices may be accepted under the following conditions:
  - Ability to use DME device safely and understands proper use (e.g., independent transfers from wheelchair to toilet)
  - Ability to use DME independently without any stand-by-assistance (SBA) with no requirement for comprehensive geriatric assessment (CGA)

- Ambulation distance of at least 100 ft must be reached prior to hospital discharge (with or without DME use)
- ✓ Able to self-administer medication, with staff oversight
- ✓ Continent of both bladder and bowels. If briefs/diapers are used, independent with change of briefs/diaper criteria must be met
- ✓ Medically and psychiatrically stable at discharge
- ✓ Alert and oriented to Name, Place, Date, and Situation

#### **Exclusion Criteria**

- ✓ Unable to complete ADLs, personal care, and medication administration
- ✓ Incontinent of bladder and/or bowels (unless client can change his/her diapers/briefs)
- ✓ Quadriplegics
- ✓ Active Tuberculosis, C-DIFF, MRSA, COVID-19 or other contagious diseases or viruses
- ✓ Meets admission criteria for Skilled Nursing Facility or Long-Term Care Facility (SNF/LTC)
- ✓ Stage 3 or higher bedsore (decubitus ulcers) and cardiac Ejection Fraction (EF) % <30
- ✓ Active substance abuse and not willing to abstain while in the program
- ✓ Unstable medically & psychiatrically
- ✓ Combative or aggressive behavior towards staff or other patients while inpatient
- ✓ Patients actively detoxing (e.g., Alcohol, Benzodiazepines) will need to be stabilized prior to being referred

#### **Target Goals**

Consultant shall complete by June 30, 2023:

- ✓ Transition approximately 10-15 clients from the recuperative care program to the regular shelter program for crisis stabilization
- ✓ If needed and based upon funding opportunities, work with the City of Corona to apply for additional funding to expand recuperative care medical support to provide 24/7 care

#### **HOME TENANT-BASED RENTAL ASSISTANCE PROGRAM**

Consultant shall implement a Tenant-Based Rental Assistance (TBRA) Program in compliance with the City's Guidelines attached to this Agreement as Exhibit D. Consultant will develop and implement a scattered site TBRA Housing Program and Homeless Prevention Program (HPP) using HOME funds from the following Fiscal Years:

\$355,869 - FY 2021 HOME Funds  
 \$372,816 - FY 2022 HOME Funds  
 \$401,587 - FY 2023 HOME Funds

Total HOME Funds: \$1,130,273

HOME TBRA Program Eligible Program Activities:

- ✓ Income Eligibility Determinations
- ✓ Housing Quality Standards Inspections
- ✓ Rental Assistance Payments
- ✓ Security Deposits

Related Housing Support Staffing and Program Activities in Shelter Budget:

Consultant shall provide the following personnel to implement the TBRA Program:

- ✓ 1 Housing Solutions Manager
- ✓ 2 Housing Navigators
- ✓ 1 Leasing Agent
- ✓ 2 TBRA Case Managers
  
- ✓ Consultant shall establish a Whatever-It-Takes Housing Placement Fund to be used for the following activities:
  - Landlord Incentives
  - U-Haul Moving Costs
  - Landlord Application Fees
  - Other Miscellaneous Housing Placement Costs Not Covered by HOME TBRA

Priorities for TBRA Program:

Consultant shall operationalize the following order of priority for participation in the TBRA Program:

- ✓ Corona Emergency Shelter/Navigation Center Residents
- ✓ Corona Motel Emergency Shelter Clients
- ✓ Corona Pilot Transportation / Meal Service Clients
- ✓ Corona Unsheltered Homeless
- ✓ Corona Homeless Enrolled in other Emergency or Transitional Housing Programs
- ✓ Corona Residents At-Risk of Homelessness

Based upon program demand and changes in community needs, the City's Representative may approve Consultant's request to change the order of aforementioned priorities.

Target Goals

Consultant shall complete by June 30, 2023:

- ✓ Assist approximately 20-30 households by the end of Fiscal Year 2023 through housing

CAJIR\01200.10105\10273163.7

- placements and/or homeless prevention
- ✓ To the greatest extent possible and within payment standards, minimize portability outside of the City of Corona

## **PERMANENT SUPPORTIVE HOUSING PROGRAM – 5<sup>th</sup> STREET HOUSING UNITS**

### **Program Requirements**

#### **Consultant shall:**

- ✓ Establish a permanent supportive housing program at the 12 housing units located at 926-932 West 5<sup>th</sup> Street, Corona CA (“5<sup>th</sup> Street Housing Units”) and manage, operate and lease the 5<sup>th</sup> Street Housing Units to qualified homeless individuals and families
- ✓ Use one unit for an onsite property manager and 11 units for eligible chronically homeless clients
- ✓ Prioritize placement of homeless individuals and families with documented ties to the City
- ✓ Collaborate with City Net and the City’s Homeless Solutions staff to coordinate housing placements and logistics associated with getting Corona homeless clients document ready
- ✓ If Project Based Vouchers are awarded, coordinate with City Net, the City, HomeConnect Coordinated Entry System staff, and the County Housing Authority staff to process Corona referrals and establish a Corona client waiting list, as required by HUD
- ✓ Collaborate with City Net to assist clients through the Project-Based Voucher income eligibility process

### **Supportive Services**

#### **Consultant shall:**

- ✓ Collaborate with Centro Medico Community Clinic, RUHS-Behavioral Health, or other community partners to provide supportive services to residents to maintain housing retention and stability
- ✓ If needed, coordinate transportation services for clients who need to access supportive services offsite

### **Existing Tenant**

#### **Consultant shall:**

- ✓ Execute a lease/rental agreement with the one existing PSH eligible tenant residing at the 5<sup>th</sup> Street Housing Units. The Rental Agreement should state that units are being converted from Transitional Housing to Permanent Supportive Housing that is managed by Consultant
- ✓ If Project Based Vouchers are approved, collaborate with City Net to verify history of homelessness and disability verification and coordinate referral of this client to the Coordinated Entry System and County Housing Authority for placement on the waiting list and Project-Based Voucher income eligibility process

Project-Based Voucher Application:

Consultant acknowledges that

- ✓ Consultant and City collaborated to submit an application for Project-Based Vouchers (PBVs) in response to the County's Request for Proposals that was released on October 27, 2022 and due on December 1, 2022 .
- ✓ Consultant acted as the lead fiscal agent for the PBV application since the 5<sup>th</sup> Street Housing Units will be leased and operated by Consultant.
- ✓ The application requested the County to authorize an assignment of Housing Assistance Payments (HAP) Agreement with language that states the HAP would automatically transfer to the City as owner should the City no longer work with Consultant
- ✓ If the application is funded, the City reserves the right to review the HAP Agreement before Consultant executes the contract.

Target Goals

Consultant shall complete by June 30, 2023:

- ✓ Work with City to finalize and submit a proposal to the County's Housing Authority to secure Project Based Vouchers to cashflow the program and reduce the annual operating gap
- ✓ Work with City and community partners to secure home furnishings for units. Use operating funds to address gaps and unmet needs in home furnishings
- ✓ Coordinate with City Net and City to complete 11 housing placements and enter into lease/rental agreements for all units before June 30, 2023

**ADDITIONAL PROGRAM REQUIREMENTS****Shelter, Service and Housing Programs**Case Management for Housing Retention

- ✓ For clients who have been permanently housed through the TBRA Program, Consultant shall provide follow-up case management for the individual or family for twelve (12) months to maintain housing retention and stability as well as to link clients to resources to prevent returns to homelessness.

Critical Incident Policy

- ✓ For all Services provided under this Agreement, Consultant shall comply with the City's Critical Incident Policy, as set forth in the Shelter Operations Plan, to immediately notify the City of Corona of any critical incidents including 911 calls due to illnesses, injuries, deaths, altercations, or damages to the Harrison Shelter/Navigation Center or 5<sup>th</sup> Street Housing Units. Consultant shall use the City's Critical Incident Report format.

Report of Program Activities and Client Outcomes

Unless otherwise requested from the City of Corona, Consultant shall provide a monthly report of all program activities and client outcomes as follows:

CAJR\01200.10105\10273163.7

- ✓ For all household members, client demographic information, including but not limited to age and sex
- ✓ Total number of direct beneficiaries (clientele served) with area median income (AMI) categorized as:
  - 60-80% AMI
  - 50% AMI (Very Low-Income)
  - 30% or below AMI (Extremely Low-Income)
- ✓ Gender and Racial ethnicity of all clientele
- ✓ Veteran Status
- ✓ Chronically and Non-Chronically Homeless Status
- ✓ Number of Female-Headed Households
- ✓ Within HIPAA guidelines using HMIS unique client identifiers, provide client diagnoses and barriers including but not limited to mental health issues, substance abuse issues, physical disabilities, employment status, income, and other data elements commonly collected for the Riverside County Homeless Management Information System (HMIS) and Coordinated Entry System (CES)
- ✓ City of last permanent address. If not Corona, also provide the name of agency that transported or referred client to Corona
- ✓ Type of document used to verify ties to the City of Corona or documentation of Corona Police Department waiver of ties to the City of Corona
- ✓ Number of clients referred from the Corona Police Department in connection with enforcement of the City's anti-camping ordinance
- ✓ Unduplicated clients served
- ✓ Number of bed nights per client
- ✓ Navigation Center supportive services provided to each client including but not limited to transportation services, meal services, case management, job development, life skills training, clinic services, and successful enrollment in other service/benefit programs, etc
- ✓ Number and types of shelter exits including but not limited to institutions, longer-term transitional shelters, other emergencies shelters, family reunifications or permanent housing placements
- ✓ Number and explanation for exits back to the streets
- ✓ Fully loaded cost of shelter per night per client
- ✓ Number of TBRA Housing Placements & Evictions Prevented
- ✓ Number of Permanent Supportive Housing Placements
- ✓ Other data elements as may be required for grants or as requested by the City's Representative

City of Corona Homeless Strategic Plan Measures of Success Data Elements:

Consultant shall provide a monthly report of all program activities and client outcomes as follows:

- ✓ Exit destinations
- ✓ Number of first time homeless
- ✓ Length of homelessness
- ✓ Length of stay in emergency shelter

- ✓ Non-employment & employment income changes
- ✓ Housing placement and retention rates
- ✓ Document ready clients waiting for housing
- ✓ Returns to homelessness from permanent housing

**EXHIBIT “B”  
SCHEDULE OF SERVICES  
CITY OF CORONA**

1. Emergency Shelter/Navigation Center - Consultant shall prioritize the opening of the Harrison Shelter with a target date that is within 90 to no more than 120 days from the Effective Date of this Agreement.
2. Pilot Transportation / Meal Services Program - Consultant shall prioritize implementation of the Pilot Transportation / Meal Services Program within 30-60 days after the Harrison Shelter becomes operational, as determined by the City’s Representative.
3. Post Hospital Recuperative Care Program\*\*  
Contingent upon City's approval of a lease agreement with Centro Medico Community Clinic and an MOU with Corona Reginal Medical Center, Consultant shall prioritize implementation of the Recuperative Care Program within 120 days from the Effective Date of this Agreement  
  
\*\*Note: The City of Corona will be executing a Lease Agreement with Centro Medico Community Clinic to define the scope of medical, behavioral health, and oral care services that will be provided to support the Services provided under this Agreement, including: Shelter/Navigation Center, Pilot Transportation/M Meal Program, Post Hospital Recuperative Care, Tenant-Based Rental Assistance and Permanent Supportive Housing Clients, and City’s Motel Shelter Clients.
4. HOME Tenant Based Rental Assistance (TBRA) Program  
Consultant shall prioritize implementation of the TBRA Program within 90-120 days from the Effective Date of this Agreement.
5. Permanent Supportive Housing  
Consultant shall prioritize implementation of the Permanent Supportive Housing Program within 90-120 days from the Effective Date of this Agreement.

## EXHIBIT “C”

### COMPENSATION AND PAYMENT SCHEDULE

FY 2023 Mercy House System of Services Budget	
<b>1. Shelter/Navigation Center Admin Costs</b>	<b>\$ 218,459.17</b>
<b>2. Shelter/Navigation Center Program Staff Costs</b>	<b>\$ 1,206,966.80</b>
1 Shelter Program Manager; 1 Shelter Program Senior Site Leader; 3 Shelter Program Site Leaders; 11.75 Shelter Specialists for Engagement, Janitorial, Logistics and Overnight; 5.87 Shelter Program Safety Specialists; 6.25 Shuttle Drivers (includes the Shelter/Navigation Center, Pilot Transportation/M Meal Program and Permanent Supportive Housing Program transportation); 1 Reservations, Intake & Data Specialist; 1 Kitchen Manager, 1 Lead Cook, 2 Cooks, and 1.40 Kitchen Logistics Staff.	
<b>3. Shelter/Navigation Center Program and Facility Costs</b>	<b>\$ 483,991.89</b>
Shelter Maintenance and Repairs, Trash & Utilities, Shelter Security Vendor, Shelter Transportation, Supplies, Client Services, Meals, and other Miscellaneous Costs	
<b>4. Housing Staff and Housing Services (Navigation, Leasing and Housing Placement Fund) Costs</b>	<b>\$ 272,600.07</b>
1 Housing Solutions Manager, 1 Leasing Agent, 2 Housing Navigators, 2.75 Tenant Based Rental Assistance (TBRA) Case Managers, Whatever-It-Takes Housing Placement Fund: Landlord Incentives, U-Haul Moving Costs, Landlord Application Fees, Other Miscellaneous Housing Placement Costs not covered by TBRA Program)	
<b>5. Furniture, Fixtures, and Equipment Costs</b>	<b>\$ 117,237.00</b>
Bedding, Linens, Wall Decorations, Utensils & Tools, Appliances, Containers, Safety, Office Tools & Supplies, Office Furniture, Computers & Electronics, Cubicle Walls, Chairs, ZappBug, Desks, Outdoor Seating & Tables, Amnesty Lockers, Bike Racks, Outdoor Tools & Equipment, Dining Room Chairs & Tables, TVs and Mounts, Suggestions Box, Decorations, Laundry/Janitorial Appliances, Equipment & Tools, Pet Equipment and Supplies, and Other Miscellaneous Items.	
<b>6. 10% Contingency Cost**</b>	<b>\$ 218,201.79</b>
Use of 10% contingency must be approved by the City’s Representative to address unforeseen costs during the development of all components of the system of services	
<b>Total Shelter/Navigation Center Budget</b>	<b>\$ 2,517,456.72</b>
<b>Pilot Transportation Shuttle/M Meal Program</b>	<b>\$ 182,422.10</b>
Meals (Hot Meal and Bagged Take Away Food), Supplies, Transportation, 1.40 Program Safety Specialist, 2 Resource Specialists to support a 7-day per week program for 40 clients	
<b>HOME Tenant Based Rental Assistance Budget</b>	<b>\$ 1,130,273.00</b>
Income Eligibility Determinations, Housing Quality Standards Inspections, Rental Assistance Payments, and Security Deposits	
<b>5th Street Permanent Supportive Housing Program</b>	<b>\$ 158,338.89</b>
Professional Fees (legal & accounting), Administration (advertising, office salaries, office expenses), Repairs & Maintenance, Real Estate Taxes, Insurance, Utilities, Reserves, Supportive Services: 1.60 Social Services Staff, Coordination of Services and Transportation to RUHS-Behavioral Health, Shelter/Navigation Center and other Medical Providers, Rental Assistance Fund)	
<b>Grand Total</b>	<b>\$ 3,988,490.71</b>
<b>Funding Sources</b>	
Federal HOME Funds for TBRA Program	\$ 1,130,273.00
State PLHA Funds for Shelter/Navigation Center	\$ 1,486,616.00
City General Funds for Shelter/Navigation Center, Pilot Transportation/M Meal Program, and Permanent Supportive Housing Operating Gap	\$ 1,371,601.71
<b>Total</b>	<b>\$ 3,988,490.71</b>
<b>Percentage Funded with Federal/State Resources</b>	<b>66%</b>

CAJR\01200.10105\10273163.7

Payment Schedule		
\$ 117,237.00	Month 1 -Furniture, Fixtures, & Equipment 2022	Dec-22
\$ 720,793.98	Month 1 - Cash Advance (2 Months of Operating costs)	Dec-22
\$ 300,330.82	Month 2	Jan-23
\$ 300,330.82	Month 3	Feb-23
\$ 300,330.82	Month 4	Mar-23
\$ 300,330.82	Month 5	Apr-23
\$ 300,330.82	Month 6	May-23
\$ 300,330.82	Month 7	Jun-23
<b>\$ 2,640,015.92</b>	<b>Total Payments</b>	
\$218,201.79	10% Contingency subject to City's Representative Approval	
\$1,130,273.00	HOME TBRA Billing Subject to Client Demand and Spending Targets	
<b>\$3,988,490.71</b>	<b>Total System of Services Budget</b>	

\*\*The 10% contingency has been allocated to address unforeseen costs during the development of the programs. Use of the 10% contingency must be approved by the City's Representative.

Components of the Services for Invoices:

<b>\$ 2,517,456.72</b>	Emergency Shelter/Navigation Center
<b>\$ 182,422.10</b>	Pilot Transportation/M Meal Program
<b>Refer to Exhibit A</b>	Post Hospital Recuperative Care**
<b>\$ 1,130,273.00</b>	HOME Tenant-Based Rental Assistance Program
<b>\$ 158,338.89</b>	Permanent Supportive Housing Program
<b>\$ 3,988,490.71</b>	Total System of Services

Funding Sources to Track & Bill Separately

Consultant shall track and account for all expenses separately based upon the following funding sources:

<b>Funding Sources</b>	
Federal HOME Funds for Tenant Based Rental Assistance Program	\$ 1,130,273.00
State PLHA Funds for Shelter/Navigation Center	\$ 1,486,616.00
City General Funds for Shelter/Navigation Center, Pilot Transportation/M Meal Program, and Permanent Supportive Housing Operating Gap	\$ 1,371,601.71
<b>Total</b>	<b>\$ 3,988,490.71</b>

## **EXHIBIT “D”**

### **FEDERAL HOME TENANT-BASED RENTAL ASSISTANCE PROGRAM**

**Use of HOME Funds** - Consultant will use the HOME Tenant-Based Rental Assistance (TBRA) Funds in accordance with the attached HOME TBRA Guidelines.

**Duration of Agreement** - The agreement term is December 7, 2022 to June 30, 2023.

**Program Requirements** - Consultant shall implement the TBRA Program in compliance with the requirements of 24 C.F.R. Part 92, except that the Uniform Administrative Requirements and audit requirements described at §§ 92.505 and 92.506 do not apply, and Consultant cannot assume the City’s responsibilities for environmental review, decision-making, and action under §92.352. Consultant shall maintain documentation of compliance with each of the following requirements of 24 C.F.R. Part 92:

- ✓ Income determinations shall be documented in accordance with §92.203, using the annual income determination method at 24 CFR 5.609, as described in the Program Guidelines;
- ✓ Eligible costs are described in the Program Guidelines and in accordance with §92.209, including the rental assistance and security deposit payments made to provide the tenant-based rental assistance for a family and utility deposit payments if provided in conjunction with rental assistance or security deposits, as well as the costs of inspecting the housing and determining the income eligibility of the family. Family is defined as a household and can be comprised of one or two parents with children, a couple, or a single individual;
- ✓ Tenant selection and targeted assistance shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Rental assistance contracts and portability of assistance shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Rent Reasonableness shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Tenant protections shall be in accordance with §92.209 and § 92.253 (a) and (b) as described further in the Program Guidelines;
- ✓ Maximum and minimum subsidy amounts shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Housing quality standards shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Security deposit assistance shall be in accordance with §92.209 as described further in the Program Guidelines; and
- ✓ Program operations shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ The TBRA program shall comply with the Violence Against Women Act (VAWA) requirements as set forth in 24 CFR Part 5, Subpart L and supplemented by 24 C.F.R. 92.359, inclusive of all notice obligations and any obligations under the emergency transfer plan.

**[SEE ATTACHED ONE HUNDRED ONE (101) PAGES]**

Exhibit D

**Final**

CITY OF CORONA

# **HARRISON SHELTER / NAVIGATION CENTER**

TENANT-BASED RENTAL ASSISTANCE (TBRA) PROGRAM

GUIDELINES

<b>TABLE OF CONTENTS</b>
--------------------------

OVERVIEW .....	1
PROGRAM BUDGET .....	2
DEFINITIONS .....	2
PROGRAM MARKETING .....	6
CONTRACTOR RESPONSIBILITIES .....	6
PROGRAM REQUIREMENTS .....	8
APPLICATION PROCESS .....	20
UNIT SELECTION .....	21
PARTICIPANT AGREEMENT/LEASE/LEASE ADDENDUM/ RENTAL ASSISTANCE PAYMENTS AGREEMENT ...	28
CHANGES IN HOUSEHOLD OCCUPANCY .....	30
MOVING WITH CONTINUED ASSISTANCE .....	31
TERMINATION OF ASSISTANCE .....	33
APPEALS .....	35
REEXAMINATIONS .....	35
TBRA OVERSIGHT COMMITTEE .....	36
ADMINISTRATIVE ACTION .....	36
PROGRAM MONITORING AND EVALUATION .....	36
EXHIBIT 1: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS .....	39
EXHIBIT 2: INCOME AND SUBSIDY DETERMINATIONS .....	44
EXHIBIT 3: VERIFICATION .....	52
EXHIBIT 4: REEXAMINATIONS .....	68
EXHIBIT 5: FAIR HOUSING AND NONDISCRIMINATION REQUIREMENTS .....	77
EXHIBIT 6: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS .....	84
EXHIBIT 7: DETAILED DEFINITIONS RELATED TO DISABILITIES .....	86
EXHIBIT 8: OWNERS .....	88
EXHIBIT 9: CONFLICT OF INTEREST .....	96
EXHIBIT 10: COMPLIANCE WITH APPLICABLE LAWS, RULES & REGULATIONS .....	97
EXHIBIT 11: CONTACT INFORMATION .....	99

## OVERVIEW

For the purposes of the City of Corona's Shelter/Housing Operator RFP, the selected Contractor may propose procedural changes to non-regulatory aspects of the guidelines in this document. No HUD regulations may be changed. The City may or may not approve proposed changes. After considering Contractor's proposed changes, the City will finalize these guidelines before the Contractor proceeds with TBRA Program Implementation.

The City of Corona Tenant-Based Rental Assistance Program (TBRA Program) provides rental assistance to prevent homelessness and to help homeless neighbors become housed. This includes moving homeless individuals and families from the streets and shelter programs to permanent housing, rental assistance to low-income City of Corona residents to afford their existing rental housing, and rental assistance to low-income City of Corona residents after eviction to afford rent in a new housing unit.

Program funding is provided under Title II of the National Affordable Housing Act (1990) through the HOME Investment Partnerships Program (HOME) under regulations and policies established by the City of Corona Community Development Department in conjunction with the United States Department of Housing and Urban Development (HUD). The City allocated \$355,869 of HOME funds in the 2020-21 Action Plan, \$372,817 in the 2021-22 Action Plan and \$372,817 in the 2022-23 Action Plan to provide a total of \$1,101,503 in rental assistance to eligible households. Based upon this budget, Contractor will provide the City of Corona with the estimated number of households to be served.

Pursuant to a Contractor agreement to be approved by the Corona City Council, the TBRA Program will be operated by a Contractor selected through a Request for Proposals (RFP) process. The ideal Contractor will be an agency with experience operating shelter and housing programs serving the homeless and households at-risk of becoming homeless in Riverside and San Bernardino counties. The City of Corona and its programs do not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, or disability.

These Program Guidelines have been developed to facilitate the efficient and effective operation of the TBRA Program for the City of Corona.

The objective of the TBRA Program is to help address homelessness by providing rental assistance to individuals and families who are homeless or at-risk of homelessness and are in need of TBRA assistance to afford their current rent or to secure new housing after an eviction.

## PROGRAM BUDGET

The selected Contractor will be required to provide the City with a proposed TBRA budget in the categories outlined below. The TBRA budget will be subject to City approval. Please note that costs associated with TBRA housing navigation and unit leasing must be included in the proposed shelter/navigation center budget which will be funded with City general funds and State PLHA Funds.

Expense	FY 2023
Income Eligibility Determinations	\$16,400.00
Housing Quality Standards Inspections	\$28,700.00
Rental Assistance Payments	\$937,573.00
Security Deposits	\$147,600.00
<b>Total</b>	<b>\$1,130,273.00</b>

## DEFINITIONS

AMI:	Area Median Income is determined and published by the U.S. Department of Housing and Urban Development (HUD) for all the Counties and metropolitan areas in the United States. The TBRA Program will serve households at extremely low-income limits of 30 percent AMI.
At-Risk of Becoming Homeless	An individual or family is considered to be at-risk of becoming homeless if it experiences extreme difficulty maintaining their housing and has no reasonable alternatives for obtaining subsequent housing. Circumstances that can cause homelessness include eviction, loss of income, insufficient income, disability, increase in the cost of housing, unexpected expenses such as medical care, discharge from an institution, irreparable damage or deterioration to housing, and fleeing from family violence.
Case Manager:	A case manager will be employed by the Contractor to coordinate the TBRA Program services on behalf of Harrison Shelter clients and other City of Corona eligible households to determine their income eligibility, manage their relocation to permanent housing, and facilitate payments to Owners using the available rental assistance.
City Motel Program	City of Corona Motel Emergency Shelter Program that provides low-barrier shelter, case management, and wrap-around services.
Contract Rent:	The total rent including the tenant portion and the amount of the rental assistance.

Contractor:	The service provider selected pursuant to a Request for Proposals process. The service provider shall carry out the eligible activities in accordance with the Program Guidelines.
Eligible Household:	A low-income household that consists of at least one (1) household member. Eligible Households shall be currently housed at the Harrison Shelter/Navigation Center, City's Motel Shelter Program, or shall be homeless or at-risk of homelessness in the City of Corona (see definition above).
Eligible Costs:	Eligible HOME program costs for the Contractor are the direct personnel costs associated with the position of Case Manager, responsible for determining the income eligibility of clients and performing Housing Quality Standards Inspections. City's Non-HOME TBRA funds will be used to pay for duties associated with housing navigation, managing relocation to permanent housing and facilitating payments to the Owners using the available rental assistance.
Extremely Low-Income:	Annual gross household income as determined by the Annual Income determination method at 24 CFR 5.609 that does not exceed 30 percent of the Area Median Income (AMI) adjusted for household size as promulgated by HUD for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area.
Fair Market Rent:	Fair Market Rent (FMR) is local market rental rate set for each county in the nation that establishes a fair market rent for all rental units by bedroom size and unit type. The FMR standard is calculated for the base rent and average cost of utilities for modest rental housing units.
Grantee:	The City of Corona, which receives a direct allocation of HOME funds from HUD as a Participating Jurisdiction.
Harrison Shelter/Navigation Center	The City of Corona emergency shelter/navigation center located at 420 Harrison Street in Corona. The program provides low barrier emergency shelter, post hospital recuperative care, medical, dental, and behavioral health services from a clinic partner, and other multi-disciplinary services.
HOME:	The HOME Investment Partnerships Program (HOME) is federal assistance provided by the U.S. Department of Housing and Urban Development (HUD) to states and local governments to provide decent and affordable housing, particularly housing for low- and very low-income people. It is the largest Federal block grant to States and local governments designed exclusively to create affordable housing for low-income families, providing approximately \$2 billion each year.

Homeless:	The term “homeless” refers to an Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter.
Household:	The term “household” refers to individuals or families.
Housing Instability:	Housing instability has no standard definition, but it covers a number of challenges including having trouble paying rent, overcrowding, moving frequently, or spending the bulk of the household income on housing.
Housing Quality Standards:	Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required to be met at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit.
Owner:	The term “Owner” refers to any person or entity with the legal right to lease or sublease a unit to a participant in the TBRA program. It includes a principal or other interested party, such as a designated agent of the Owner.
Oversight Committee:	Oversight of the TBRA Program sponsored by the City of Corona and undertaken by the Contractor, will be provided by the City of Corona’s Homeless Solutions Manager and the City’s contracted HOME Consultant. They will be responsible for approving applicants before commitments are made to Program Participants and Owners. They may meet to review applications or work independently through a workflow approval process.
Payment Standard	The City or its contractor, with the City’s approval, must establish a payment standard to represent the rent and utility costs of a moderately priced unit. The payment standard can be determined by documented local market conditions reviewed annually or using the published Section 8 Existing Housing fair market rent (FMR).
Program Participant:	Program Participant means a household that is provided TBRA assistance through the TBRA Program.
Rent Reasonableness:	Rent reasonableness means ensuring that a unit that is supported by grant funds is not more expensive than a similar unit that is not supported by grant funds. The rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type and age of unit, as well as any amenities, housing services, maintenance, and utilities provided by the owner.
Standard Unit:	A rental housing unit that passes a Housing Quality Standards (HQS) inspection.

TBRA:

Tenant-Based Rental Assistance is a form of rent subsidy that provides a program participant the ability to select a rental unit of their choice in the private rental market.

## PROGRAM MARKETING

If the City of Corona chooses to open the TBRA Program more broadly to households at risk of homelessness, marketing shall be initiated and may include any of the following:

- Direct notification to known senior housing complexes in the City of Corona
- Direct notification to known social service agencies dealing with households and individuals at-risk of homelessness in the City of Corona
- Direct notification to known social service agencies dealing with unsheltered individuals and families in the City of Corona
- Advertisement in a media of general circulation
- Advertisement on the City website
- Direct notification to known senior housing complexes in the City of Corona
- Public service announcements on City cable television
- Posting at City Hall
- Posting at other City facilities
- Any other means of advertising deemed prudent by the City

To facilitate meaningful access to program participation for Limited English Proficiency persons, all program marketing intended for the general public shall be provided in English and in Spanish, in accordance with the City's current Limited English Proficiency Plan.

## CONTRACTOR RESPONSIBILITIES

### SCOPE OF SERVICES

The Contractor shall provide program staff, supplies and necessary administrative support to fully implement the TBRA Program in conformance with the program regulations found at 24 CFR Part 92 and these TBRA Program Guidelines. Program staffing to be provided by Contractor shall include a minimum of one (1) Case Manager to serve the City of Corona community and the City's shelter programs including the Harrison Shelter and Motel Shelter Program.

The Case Manager assigned to the City of Corona TBRA Program shall conduct regularly scheduled office hours and shall be available to meet with TBRA clients by appointment at the Harrison Shelter or other designated meeting places.

On-site Housing Quality Standards and lead-based paint visual assessment inspections shall be conducted by the Contractor.

### PROGRAM COSTS

Direct personnel costs associated with TBRA Program delivery shall be the only allowable HOME funding program delivery cost category reimbursed to Contractor under the HOME Contractor Agreement. Program delivery includes all efforts necessary to determine the eligibility of the Program Participant and the housing unit. This cost shall not exceed the amount of funds budgeted for program delivery costs in the HOME Contractor Agreement.

## RECORD KEEPING

Program files must be kept to document compliance with HOME program regulations. Project files must be maintained in compliance with the requirements of 24 CFR 92.508(a)(3).

A file shall be maintained for each Household that applies to the TBRA Program. The file shall be a four-part classification-style client file organized using the TBRA Program Participant File Checklist (**005 – Project File Checklist**).

The tenant files shall contain, but are not limited to, the following:

- Original application with copies of social security cards for each household member
- Income verifications, along with source documentation
- Rental coupon, Request for Unit Approval, and other materials related to coupon issuance
- Completed HQS inspection form for the unit
- Lead based paint disclosure forms to indicate receipt of required pamphlets and required tenant notification forms prior to move-in
- Descriptions of any required paint stabilization activities, clearance reports and required tenant notifications
- Annual adjusted income worksheet and other related documents
- Utility allowance schedule
- Total Tenant Payment / Total Rent form
- Rental Assistance Payments Contract and Lease Agreement
- Project Set-up and Project Closeout (IDIS).

The Contractor and the City shall retain all applicable administrative and project records and documentation pertinent to other federal requirements, as specified in 24 CFR 92.508, for a period of five (5) years after the closeout of the grant.

The Catalog of Federal Domestic Assistance (CFDA) number for this Program is 14.239.

## REPORTING

An IDIS TBRA Set Up form (**Exhibit 12 – IDIS TBRA Set Up form**) shall be completed when a project commitment is ready. A commitment occurs when a written agreement/lease agreement has been executed by the City, tenant, and Owner, and tenancy is ready to commence.

The Contractor shall gather and maintain records sufficient to inform performance reports on the current progress of the Program so that the City may meet its obligation to report program accomplishments to HUD in the Consolidated Annual Performance Evaluation Report (CAPER) each year.

## PAYMENT PROCESS

Contractor may submit a Request for Reimbursement (**Exhibit 1 – Request for Reimbursement and Tenant Data Sheet**) as often as is practicable to ensure that funds are continually reimbursed. Generally these submissions occur monthly by the 10<sup>th</sup> day following the conclusion of the calendar month.

**UNIFORM ADMINISTRATIVE REQUIREMENTS FOR FINANCIAL MANAGEMENT**

The Contractor shall implement its financial management system to ensure that it meets the Uniform Federal Administrative requirements (2 CFR 200.301-316) that:

- Provide effective control over and accountability for all funds, property, and other assets.
- Identify the source and application of funds for federally sponsored activities including records and reports that verify the eligibility, reasonableness, allowability and allocability of costs.
- Permit the accurate, complete and timely disclosure of financial results in accordance with HUD reporting requirements.
- The City and the Contractor shall comply with the Uniform Administrative Requirements as set forth in 2 CFR Part 200 and the Uniform Administrative Requirements, Cost Principals and Audit Requirements and as described in 24 CFR Part 92.205, as applicable and as may be amended from time to time.

The financial management standards shall provide for:

- Internal Controls – The combination of policies, procedures, job responsibilities, personnel and records that together create accountability in an organization’s financial system and safeguard its cash, property and other assets.
- Budget Controls – procedures to compare and control expenditures against approved budgets.
- Accounting Records – records that sufficiently identify the source and application of HOME funds provided.
- Cash Management – procedures in place to minimize the amount of time that elapses between receipt of HOME funds and the actual disbursement of those funds.

<b>PROGRAM REQUIREMENTS</b>
-----------------------------

***BASIC ELIGIBILITY***

The TBRA Program Case Manager is responsible for ensuring that every household admitted to the TBRA Program meets all program eligibility requirements. This includes any individual approved to join the household after it has been admitted to the TBRA Program. The household must provide any information needed by the TBRA Program Case Manager to confirm eligibility and determine the level of the assistance.

To be eligible for the TBRA Program the applicant must:

- Have income at or below HUD-specified income limits.
- Qualify on the basis of citizenship or the eligible immigrant status of family members.
- Provide social security number information as required.
- Consent to the collection and use of information as provided in the consent forms.
- Meet homeless or at-risk of becoming homeless criteria.
- Not have participated in activities that are prohibited by HUD or the City of Corona.

***CITY OF CORONA HOME TBRA REQUIREMENTS***

This TBRA Program is funded with HOME funds from HUD to provide affordable housing to low-income households. The Program must comply with applicable HOME regulations, which are found in 24 CFR 92. The HUD requirements include the following:

- TBRA may be provided only to individuals / households whose incomes are equal to or less than 60 percent of the median income in the San Bernardino-Riverside Standard Metropolitan Statistical Area (MSA).
- TBRA may be provided only to residents of the City of Corona who are experiencing homelessness or are at-risk of becoming homeless.

- A Payment Standard, also referred to as Rent Standard, must be determined each program year based on documented local market conditions or by using the Section 8 Existing Housing fair market rent (FMR).
- Rent reasonableness requirements are met by comparing the proposed unit and rent with two or three other comparable unassisted units.
- Rents must meet rent reasonableness standards and meet the established rent standard.
- Tenants are required to pay their fair share of their rent and utilities. Tenants with no income will be considered on a case-by-case basis.
- The program will pay the difference between 30 percent of the program participant's monthly adjusted income (tenant's share of the rent) and the monthly rent which cannot exceed the established payment standard.
- TBRA rental assistance contracts with individuals / households cannot be for less than one (1) year and may not exceed two (2) years. Generally, these contracts are for one (1) year. However, contracts can be renewed at the end of one year pending the availability of HOME funds and the on-going need of the participant.
- TBRA is not appropriate for short-term housing.
- Assisted units must meet Housing Quality Standards and will be inspected before a lease can be signed and annually thereafter to ensure continued compliance.
- TBRA assistance is not project based. TBRA allows the tenant to choose the unit and the assistance can move with the tenant as long as any new unit complies with HQS, rent standards, and other requirements.

For individuals and households at-risk of being homeless the requirements include the following:

- TBRA may be provided only to individuals / households whose incomes are equal to or less than 60 percent of the median income in the Riverside-San Bernardino-Ontario Standard Metropolitan Statistical Area (MSA).
- TBRA may be provided only to residents of the City of Corona who are at risk of becoming homeless or experiencing housing instability.
- Individuals or households must show evidence of a reduction in household income or that they have experienced other financial hardship that makes them unable to cover their housing and utility costs and puts them at risk of eviction. (see definition of At-Risk of Becoming Homeless on page 2 of the HOME TBRA Guidelines for more information)

#### ***ESTABLISHING THE PAYMENT STANDARD***

The City of Corona TBRA Program will determine its payment standard based on documented local market conditions rather than using the fair market rent (FMR) determined by HUD in the Section 8 Existing Housing program. The payment standard will be established and reviewed annually to adjust to changes in market conditions. To establish the payment standard, a survey of local market conditions must review the rent for new tenants of privately owned, decent, and safe rental housing of a modest (non-luxury) nature with suitable amenities. The survey should include at least 12 and up to 20 properties that meet the requirements. The survey should also include details of the amenities included, and any additional fees charged for optional amenities, such as garage space rental. Those additional fees should not be included in the payment standard.

The payment standard should represent the rent plus utility cost of moderately priced units that meet HUD HQS in the area and be established by number of bedrooms. The survey establishing the payment standard will be prepared by the contractor 45 days prior to the start of the program year and reviewed by the City before being put into practice on July 1 of each program year.

**DETERMINING RENT REASONABLENESS**

The rent reasonableness requirement is met by comparing the proposed unit and rent with the current rent of two or three available comparable unassisted units in the area. This requirement is separate and different from establishing the payment standard, although properties used in the survey establishing the payment standard maybe be surveyed for the rent reasonableness requirement. When the rent is determined to be reasonable, the certification documents must include documentation of the comparable rents.

**EXCEPTIONS TO THE PAYMENT STANDARD**

For up to 20 percent of the units assisted under the TBRA program, the City may approve a unit-specific payment standard of up to 10 percent above the current program year payment standard established for all units. The HOME regulations do not specify the reasons for approving this unit-specific standard exemption that is found in HUD guidance, but use of a unit-specific payment standard is generally appropriate in (but not limited to) the following situations:

- for units with a large number of bedrooms or
- units adapted for persons with disabilities or
- units already under lease that met the payment standard when the original lease was executed but changing market conditions have caused the payment standard to be lowered creating a situation where the current rent exceeds the new payment standard

Supporting documentation of the use of the exception should include the need and efforts undertaken to find an appropriate unit that met the payment standard or the changing of the payment standard.

**APPLICANT ELIGIBILITY**

Program Applicant's eligibility for Program assistance shall be determined upon submission of a completed Program Application and Certification of Income (Exhibit 1) with all required information and documents. TBRA Program Case Manager shall review application information and provide an eligibility determination within 14 days. Information and supporting documentation for each applicant shall be recorded in an applicant file to demonstrate eligibility/ineligibility for this program. Documents supplied to the City in connection with Program Applications shall not be returned. Program Applicants are cautioned not to submit original documents and to only submit copies.

A denied Applicant file shall contain all submitted information and documentation, as well as the reason for denial (e.g., over income limits, incomplete information, reside outside service area).

An approved Applicant file shall contain all submitted information and documentation necessary to meet all required eligibility criteria and contain completed forms, documentation, and necessary information for all members of a Program Applicant.

## DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

To be eligible for assistance, a Program Applicant must qualify as a family. *Family* is defined by HUD includes, but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status:

- 1) a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or
- 2) a group of persons residing together. Such group includes, but is not limited to:
  - i. a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - ii. an elderly family;
  - iii. a near-elderly family;
  - iv. a disabled family;
  - v. a displaced family; and
  - vi. the remaining member of a tenant family.

*Gender Identity* means actual or perceived gender characteristics. *Sexual orientation* means homosexuality, heterosexuality, or bisexuality. [24 CFR 92.2, 24CFR 5.403, 24 CFR 5.404]

## HOUSEHOLD INCOME

Income limits are established by household size and revised annually by the U.S. Department of Housing and Urban Development (HUD). All households assisted under the TBRA Program shall not exceed 30 percent of AMI as published by HUD for the HOME program. **Table 1** provides the HOME income limits effective April 18, 2022 for the Riverside-San Bernardino-Ontario, CA MSA.

**Table 1**

Riverside-San Bernardino-Ontario, CA MSA								
Household Size:	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
<b>80% LIMITS</b>	\$49,300	\$56,350	\$63,400	\$70,400	\$76,050	\$81,700	\$87,300	\$92,950
Household Size:	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
<b>60% LIMITS</b>	\$37,000	\$42,200	\$47,500	\$52,800	\$57,000	\$61,200	\$65,500	\$69,700
Household Size:	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
<b>30% LIMITS</b>	\$18,500	\$21,150	\$23,800	\$27,750	\$32,470	\$37,190	\$41,190	\$46,360

### **HOME Income Limits Effective FY 2022**

A majority of Program Applicants shall demonstrate that their income does not exceed HUD's 30 percent AMI limit as adjusted for household size utilizing the Section 8 method, commonly as the Part 5 method, as defined at 24 CFR 92.203(b). Target income categories include:

- The TBRA program will primarily focus on serving homeless households who are 30% and below AMI.
- To address the broad spectrum of client needs, TBRA may be provided to individuals / households whose incomes are equal to or less than 60 percent of the median income in the San Bernardino-Riverside Standard Metropolitan Statistical Area (MSA).
- For Homelessness Prevention, TBRA assistance may be provided to a limited number of households earning 80% and below AMI. No more than 10% of TBRA households assisted per program year may earn incomes between 60-80% of AMI.

A Part 5 Annual Income Determination (**Exhibit 6 – Income and Rent Determination Form**) will be prepared, taking into consideration the income inclusions and exclusions as well as the asset inclusions and exclusions as required. The income determination is a projection of income over the next 12 months using current monthly gross earnings derived from two consecutive months of verifiable third-party source documentation dated/issued within six months of the date of the income determination. Income determinations shall be effective from the date of the determination and for a period of 12 months thereafter.

#### **VERIFICATION**

The TBRA Program Case Manager must verify all information that is used to establish the Program Participant's eligibility and level of assistance and is required to obtain the written authorization from the family in order to collect the information. Applicants and Program Participants must cooperate with the verification process as a condition of receiving assistance. The TBRA Program will not pass on the cost of verification to the Program Participant.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the City of Corona and the TBRA Program. [24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230]

Further information is available in **Exhibit 3: Verifications**.

#### **LENGTH OF STAY/ASSISTANCE**

The term of TBRA rental assistance may not exceed 12 months but may be renewed up to a maximum of 24 months, subject to the availability of HOME funds. At the end of the initial 12 months of TBRA assistance, the Program Participant may be eligible to receive additional assistance. The TBRA Program Case Manager will notify the Program Participant and the Owner 60 days prior to the end of the lease that the TBRA assistance will expire unless both parties agree to an extension within 15 days of the notification and meet the program's criteria. If the Program Participant requests additional assistance, the TBRA Program Case Manager recertifies the household's eligibility, including household composition and income as described above. The amount of Program Participants rent is calculated using the same methodology as completed at initial application. The TBRA Program Case Manager recertifies the eligibility of the unit as described above, including passing an annual HQS inspection. The Owner and Program Participant revise the existing lease or enter into a new lease agreement for the subsequent 12 months. A new Lease Addendum shall be prepared for signatures. In addition, a new Rental Assistance Payments Agreement shall be prepared for signatures. The TBRA Program Case Manager shall schedule meetings of the TBRA Oversight Committee as frequently as necessary to ensure prompt decisions on each renewal application.

Upon completion of the entire recertification process, the TBRA Program Case Manager shall issue a letter indicating approval of renewal for TBRA assistance, including the term of assistance, the total rent due to the Owner, the TBRA payment to be made to the Owner by Contractor and the Program Participant's portion of rent payable to the Owner.

### **MAXIMUM LIMITS OF ASSISTANCE**

The City of Corona has established a procedure to determine the payment standard (rent standard) by bedroom size that includes contract rent. The payment standard will be established and reviewed annually to adjust to changes in market conditions. The payment standard will be used to cap the contract rent to calculate the assistance amount. For the purposes of the City of Corona TBRA Program, the minimum program participant rent shall be the higher of \$50 or 30 percent of the household's monthly Adjusted Income. In cases where the TBRA Program participant has little or no income, exceptions to the minimum \$50 participant rent contribution standard will be considered for approval by the TBRA Program Case Manager and the TBRA Oversight Committee.

The City of Corona shall have discretion to approve or deny Contractor's recommended assistance amounts based on information provided by the applicant with the Program Application and Certification of Income and other factors such as funding availability and rental assistance need.

### **PORTABILITY OF ASSISTANCE**

TBRA assistance shall be portable. TBRA assistance must be used for a standard rental housing unit located within the incorporated city limits of the City of Corona, cities that share a border with the City of Corona or other cities within San Bernardino and Riverside counties.

### **SECTION 8**

Program Participants already receiving Section 8 rental housing assistance payments are ineligible for assistance under the TBRA Program. Program Participants shall not be prohibited from applying for Section 8 assistance while receiving benefits under the TBRA Program. However, upon receiving Section 8 rental assistance payments, assistance under the TBRA Program shall terminate.

### **DEPOSITS**

#### ***Security Deposits***

A security deposit is any money a landlord takes from a tenant other than the advance payment of rent. The security deposit serves to protect the landlord if the tenant breaks or violates the terms of the lease or rental agreement. It may be used to cover damage to the property, cleaning, key replacement, or back rent. TBRA Program funds can be used for security deposits for eligible participants. Pursuant to 24 CFR 92.209(j), security deposits cannot exceed the amount of two months' rent. The security deposit should be reasonable and according to California requirements; and equal to what a non-subsidized tenant would pay for the same unit. The security deposit will be paid by the TBRA Program directly to the Owner.

When the Program Participants moves, the security deposit will be refunded to the Program Participant according to the terms of their lease. The security deposit is a grant to the Program Participant and does not have to be repaid.

If the Program Participant plans on moving while receiving TBRA assistance, they will be responsible for the security deposit at the new rental unit. The TBRA Program will issue only one security deposit per Program Participant. Tenants can use any refunded security deposit to fund the security deposit at a new rental unit.

The TBRA Program may pay a second security deposit on a case-by-case basis if a Program Participant needs to leave their current living situation due to domestic violence, sexual assault, dating violence, stalking or any other situation that put the Program Participant in danger (e.g., the Owner is not making repairs to the property which causes the unit to be out of compliance with HQS standards).

### ***Rental Arrears***

### ***Utility Deposits***

TBRA Program funds can be used for utility deposits in conjunction with utility connection fees at an approved TBRA rental unit. Funds can only be approved for utility deposits for services that the Program Participant will be responsible for paying. Funds can only be used for the electric, gas, water, sewer, and trash collection services. Utility deposits do not include telephone, cable television or Internet service.

This is a one-time payment and will not be available to the Program Participant if they move to another rental unit. The utility deposit funds are considered a grant and do not need to be repaid to the TBRA Program. Any funds returned to the Program Participant after the end of the tenancy will be considered the Program Participant's funds.

The TBRA Program may pay a second utility deposit on a case-by-case basis if a Program Participant needs to leave their current living situation due to domestic violence, sexual assault, dating violence, stalking or any other situation that put the Program Participant in danger (e.g., the Owner is not making repairs to the property which causes the unit to be out of compliance with HQS standards).

All utility deposit funds will be paid directly to the utility provider and not directly to the Program Participant. The Program Participant will need to bring documentation from the utility provider that the service will be in the name of the participant and showing the amount of the required deposit and verification that the utility service will be connected in the Program Participant's name once the deposit is received.

### ***Utility Services***

If the Program Participant is leasing a rental unit where they will be responsible for paying for the utility service, they generally must provide the Owner with written verification that the Program Participant can connect the service in their name prior to moving into the rental unit. It is important that the head of household, co-head of household or another adult living in the household that is party to the lease agreement will have utility service connected in their name(s).

The TBRA Program will not permit utility service to be connected in a minor child's name or any other person that is not a member of the household. If these provisions cannot be met, then TBRA Program will require that the Program Participant secure a rental unit that has all utilities paid by the Owner.

All rental units funded by the TBRA Program must have all utilities connected at all times to remain in compliance with HQS. Disconnected utility service is grounds for termination of the rental assistance.

## **MOVE OUTS/TERMINATIONS**

### ***Grounds for Termination of Assistance***

HUD requires the City of Corona and its Contractor to terminate assistance for certain actions and inactions of the Program Participant and when the Program Participant no longer requires assistance due to increases in Program Participant income. HUD permits the City and its Contractor to terminate assistance for certain other actions or inactions of the Program Participant. In addition, a Program Participant may decide to withdraw from the program and terminate their TBRA assistance at any time by notifying the TBRA Program Case Manager.

***Family No Longer Requires Assistance***

As a Program Participant's income increases, the amount of the rental assistance payment decreases. If the amount of assistance provided by the TBRA Program is reduced to zero, the Program Participant's assistance terminates automatically 180 days after the last rental assistance payment.

If a Program Participant receiving zero assistance experiences a change in circumstances that would result in rental assistance payment resuming, the family must notify the TBRA Program Case Manager of the change and request an interim reexamination before the expiration of the 180-day period.

***Program Participant Chooses to Terminate Assistance***

The Program Participant may request that the TBRA Program Case Manager terminate rental assistance payments on behalf of the Program Participant at any time. The request to terminate assistance should be made in writing and signed by the head of household and spouse, if applicable.

***Annual Income Exceeds Low-Income Limits***

If a Program Participant's income exceeds the low-income limit at reexamination, assistance must be terminated after the TBRA Program Case Manager gives reasonable notice to the tenant.

***Eviction***

The TBRA Program will terminate assistance whenever a Program Participant is evicted from a unit assisted under the TBRA Program for a serious or repeated violation of the lease. Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

***Termination of Tenancy by Owner***

Pursuant to HOME program regulations, Owners may evict Program Participants following applicable state and local laws. Generally, that means Owners may only evict Program Participant in the event of:

- Serious or repeated lease violations.
- Legal violations in connection with the unit or its premises.
- Criminal activity.
- Other causes specified by state or local law.

***Termination of Assistance by the City***

The Oversight Committee may terminate assistance or deny renewal of TBRA Program assistance to a Program Participant who violates program requirements or is found to have provided false information to the City.

The Oversight Committee may also approve resuming assistance to a Program Participant whose assistance was previously terminated. Termination of benefits or resumption of benefits shall be recommended by the City's Contractor and documented in correspondence to the Program Participant as follows:

1. Written notice to the Program Participant containing a clear statement of the reasons for termination or denial to renew TBRA assistance.
2. A review of the decision, in which the Program Participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination or decision to deny renewal of Program assistance; and
3. Prompt written notice of the final decision to the Program Participant.

**VIOLENCE AGAINST WOMEN ACT (VAWA)**

VAWA provides four specific protections against termination of TBRA assistance for victims of domestic violence, dating violence, sexual assault, or stalking. (Note: The second, third, and fourth protections also apply to terminations of tenancy or occupancy by Owners participating in the TBRA Program as do the limitations discussed under the next heading.)

First, VAWA provides that the TBRA Program may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to the TBRA Program, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.314(b)(4)].

Second, it provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim [24 CFR 5.2005(c)(1)].

Third, it provides that criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking may not be construed as cause for terminating the assistance of a tenant if a member of the tenant's household, a guest, or another person under the tenant's control is the one engaging in the criminal activity and the tenant or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, sexual assault, or stalking [24 CFR 5.2005(c)(2)].

Fourth, it gives the TBRA Program the authority to terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence [24 CFR 5.2009(a)].

***Limitations on VAWA Protections [24 CFR 5.2005(d) and (e)]***

VAWA does not limit the authority of the TBRA Program to terminate the assistance of a victim of abuse for reasons unrelated to domestic violence, dating violence, sexual assault, or stalking so long as the TBRA Program does not subject the victim to a more demanding standard than it applies to other program participants [24 CFR 5.2005(d)(1)].

Likewise, VAWA does not limit the authority of the TBRA Program to terminate the assistance of a victim of domestic violence, dating violence, sexual assault, or stalking if the TBRA Program can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the assisted property if the victim is not terminated from assistance [24 CFR 5.2005(d)(2)].

HUD regulations define actual and imminent threat to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

In order to demonstrate an actual and imminent threat, TBRA Program must have objective evidence of words, gestures, actions or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize TBRA Program to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat" [24 CFR 5.2005(d)(3)].

In determining whether a program participant who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the TBRA Program will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking
- Whether the threat is a physical danger beyond a speculative threat
- Whether the threat is likely to happen within a short period of time
- Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the participant wishes to contest the TBRA Program Case Manager's determination that he or she is an actual and imminent threat to other tenants or employees, the participant may do so as part of the informal hearing.

The City of Corona or its Contractor will provide HUD form HUD-5380- Notice of Occupancy Rights Under VAWA and HUD-5382- Certification of Domestic Violence, Sexual Assault, or Stalking, and Alternative Documentation, and the TBRA Lease Addendum with VAWA Protections for Contractor to provide to all applicants and TBRA participants.

Under VAWA protections, the lease may be bifurcated to allow the Owner to remove only the tenant(s) engaged in criminal activity, while the remaining tenants retain TBRA assistance.

Limitations of VAWA protections:

- VAWA does not supersede obligation to pay rent
- Violation not premised on an act of domestic violence, sexual assault, or stalking.
- Court order regarding right of access/ control of property or distribution/possession of property
- Actual and imminent threat to other tenants
- Failure to provide victim status documentation, if requested by property Owner, City of Corona, or Contractor.

Confidentiality of Information must be maintained in the strictest confidence. The following types of information must not be entered into shared database or disclosed to any other entity or individual, except to extent the disclosure is: a) requested/consented to in writing by victim in time-limited release, b) required for use in eviction proceeding or termination hearing; or c) otherwise required by applicable law:

- Fact that applicant or tenant is a victim
- Any information on certification form, other victim status documentation, or emergency transfer request
- Information provided by applicant/ tenant regarding VAWA inquiry or assertion of rights

Contractor must maintain records and annually report on:

- Emergency transfers requested
- Outcomes of those requests.

### **FAIR HOUSING AND NONDISCRIMINATION REQUIREMENTS**

Federal laws require the City of Corona and its Contractor to treat all applicants and Program Participants equally, providing the same quality of services, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The City of Corona and the Contractor, on behalf of the City of Corona, will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012, and further clarified in Notice PIH 2014-20.
- Violence Against Women Reauthorization Act of 2013 (VAWA)

### ***Nondiscrimination***

A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the TBRA Program. For example, reasonable accommodations may include making home visits or extending the certificate term in order for a participant to lease an accessible dwelling unit.

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as the City of Corona policies, can prohibit discrimination based on other factors.

The City of Corona and Contractor shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”)

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The City of Corona and Contractor will not discriminate on the basis of marital status or sexual orientation. The City of Corona and Contractor will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the TBRA Program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission

- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Additional information regarding fair housing and nondiscrimination requirements is included in **Exhibit 5: Fair Housing and Nondiscrimination**.

#### **INELIGIBLE USES**

Any services not explicitly listed in the Eligible Use of Funds section shall be deemed ineligible. TBRA funds may not be spent on the following activities:

- To make commitments to specific Owners for specific units. Applicants must be free to use TBRA for any eligible unit
- On applicants who are resident Owners of cooperative housing that qualifies as home Ownership housing. However, TBRA funds may be used for applicants who are renting from a cooperative unit Owner
- To prevent displacement of, or provide relocation assistance to, tenants as a result of activities other than the HOME program
- To pay for overnight or temporary shelter
- To pay rent for a non-standard unit, including renting a room within a housing unit, renting a garage, or other housing arrangement that is not a standard permitted housing unit
- To pay rent for a portion of a standard unit owned and occupied by a family member

#### **PROHIBITION AGAINST DUPLICATIVE ASSISTANCE**

Applicants cannot receive TBRA Program assistance if they are receiving rental assistance under another federal, state, or local rental assistance program if the TBRA subsidy would result in duplicative subsidies.

All applicants shall certify on the Pre-Application Questionnaire (**Exhibit 3 – Pre-Application Questionnaire**) under penalty of perjury, under the laws of the State of California, that they are not able to receive, and have not received, other federal or non-federal benefits or assistance for rent assistance within the last three (3) months. Applicants shall further certify that they will not pursue other federal or non-federal benefits for the same uses of this grant program for rent and/ costs for the time period of the TBRA Program lease until the final assistance payment made by City under this program.

#### **CHANGES TO PROGRAM GUIDELINES**

Minor changes to these Program Guidelines involving administrative procedures or accommodations to adapt to unique applicant situations or opportunities, or regulatory changes may be performed with the approval of the City of Corona. Federal regulatory requirements for the HOME program are not subject to modification or revision, except when HUD issues guidance superseding prior regulatory requirements.

## APPLICATION PROCESS

The City of Corona Tenant-Based Rental Assistance Program (TBRA Program) provides rental assistance to prevent homelessness and to help homeless neighbors become housed.

### INTAKE

For at-risk of homelessness households, a waitlist (**Exhibit 2 – Program Waitlist**) shall be maintained by the TBRA Program Case Manager. Interested households may join the program waitlist by completing a Pre-Application Questionnaire (**Exhibit 3 – Pre-Application Questionnaire**) in writing or verbally via interview with the TBRA Program Case Manager. The TBRA Program Case Manager will review the Pre-Application and determine the basic eligibility for the program. Once basic eligibility has been determined, the household will be placed on the Program Waitlist.

For homeless households temporarily staying at the Harrison Shelter or the City's Motel Shelter Program as well as homeless households living on the streets, in their cars or other places not meant for human habitation, the Contractor shall prioritize assistance based upon the following factors: 1) housing readiness/doc-ready status; 2) verification of documentable ties to the City of Corona, and 3) progress with crisis stabilization and case management plan.

As program funds become available, full program applications (**Exhibit 4 – Program Application**) shall be provided to Households in order of their position on the Program Waitlist. The Program Application collects information on Household composition, gross income from all sources, a summary of housing expenses and HUD-required demographic information. Required attachments to the Program Application include copies of government-issued photo identification for all adult Household members and appropriate documentation of income for each adult Household member.

The TBRA Program Case Manager will review applications and required documentation. Once the application has been determined to be complete with all the required information completed, required documentation provided and determined to meet the initial eligibility requirements for the program, the application will be sent for approval by the TBRA Oversight Committee.

Applicants needing assistance in completing the Pre-Application and/or the Program Application can seek assistance from the TBRA Program Case Manager.

### INCOME DOCUMENTATION

A Part 5 Annual Income Determination (**Exhibit 6 – Income and Rent Determination Form**) shall be prepared, taking into consideration the income inclusions and exclusions as well as the asset inclusions and exclusions as required. The income determination is a projection of income over the next 12 months using current monthly gross earnings derived from two consecutive months of verifiable third-party source documentation dated/issued within six months of the date of the income determination. Income determinations shall be effective from the date of determination and for a period of 12 months thereafter. (24 CFR 5.609)

For those applicants meeting income requirements, the Case Manager shall prepare the rent determination using (**Exhibit 6 – Income and Rent Determination Form**). This form confirms severe housing cost burden and the calculation of Adjusted Income for the purpose of determining the program participant rent and the TBRA payment to the Owner.

**Table 2**

<b>Riverside-San Bernardino-Ontario, CA MSA</b>								
<b>Household Size:</b>	<b>1 person</b>	<b>2 person</b>	<b>3 person</b>	<b>4 person</b>	<b>5 person</b>	<b>6 person</b>	<b>7 person</b>	<b>8 person</b>
<b>30% LIMITS</b>	<b>\$18,500</b>	<b>\$21,150</b>	<b>\$23,800</b>	<b>\$27,750</b>	<b>\$32,470</b>	<b>37,190</b>	<b>\$41,190</b>	<b>\$43,360</b>
<b>50%/VERY LOW INCOME</b>	<b>\$30,800</b>	<b>\$35,200</b>	<b>\$39,600</b>	<b>\$44,000</b>	<b>\$47,550</b>	<b>\$51,050</b>	<b>\$54,600</b>	<b>\$58,100</b>
<b>60% LIMITS</b>	<b>\$37,000</b>	<b>\$42,200</b>	<b>\$47,500</b>	<b>\$52,800</b>	<b>\$57,000</b>	<b>\$61,200</b>	<b>\$65,300</b>	<b>\$69,700</b>
<b>80%/LOW INCOME</b>	<b>\$49,300</b>	<b>\$56,350</b>	<b>\$63,400</b>	<b>\$70,400</b>	<b>\$76,050</b>	<b>\$81,700</b>	<b>\$87,300</b>	<b>\$92,950</b>

**APPROVAL/CONFIRMATION**

The TBRA Oversight Committee, consisting of the City of Corona's Homeless Solutions Manager and the City's contracted HOME Consultant, will review the Program Application and confirm the TBRA Program Case Manager's approval for participation on the program. The TBRA Program Case Manager will notify in writing all applicants whose applications are determined to be complete, meet all eligibility requirements for the program, and have approval confirmed by the TBRA Oversight Committee.

**INCOMPLETE APPLICATIONS**

The TBRA Program Case Manager will notify applicants in writing if their application is determined to be incomplete or does not meet the initial eligibility requirements for the program. Incomplete applications will not be approved or sent on to the TBRA Oversight Committee.

**OTHER PROGRAMS**

Pursuant to 24 CFR 92.209(c)(2)(v), Households given a preference under the TBRA Program are not prohibited from applying for or participating in other programs or forms of assistance (except rental assistance that is duplicative). Persons who are eligible for a preference under the TBRA Program shall have the opportunity to participate in all programs of the City of Corona, including programs that are not separate or different.

Pursuant to 24 CFR 92.209(l), in any case where assistance under Section 8 of the 1937 Act becomes available, recipients of TBRA shall qualify for tenant selection preferences to the same extent as when they received the HOME TBRA.

<b>UNIT SELECTION</b>
-----------------------

The TBRA Case Manager will work closely with Applicants who have been approved for participation in the TBRA Program to identify appropriate housing units available for rent. The TBRA Case Manager will consider the TBRA Program Guidelines when evaluating and assisting in the selection of the unit to be leased, including size of unit, occupancy standards, rent reasonableness and willingness of the Owner to participate in the program.

**ELIGIBLE UNITS**

The HOME TBRA Program offers households flexibility in selecting a housing unit. Households must be free to select the unit of their choice:

- Units leased to TBRA Program Participants may be publicly- or privately-owned. Publicly-owned units include public housing, Section 811, Section 202, HOPE 6, Continuum of Care, and HOPWA

- HOME TBRA rental assistance cannot be provided to a household receiving tenant-based rental assistance from another program (e.g., Section 8 or Continuum of Care rental assistance) or living in a housing unit receiving project-based rental assistance or operating assistance through other public sources.
- HOME TBRA security and utility deposit assistance cannot be provided to a program participant who is receiving security deposit or utility deposit assistance through other public sources.
- The TBRA Program Case Manager must disapprove a lease if the City of Corona determines the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.
- Households may select units developed or rehabilitated with HOME assistance. However, the City of Corona or the Contractor may not require the household to select a HOME unit as a condition of receiving TBRA. Households must be permitted to move out at the end of the HOME lease term, taking their TBRA assistance with them.
- Portability is permitted within Riverside and San Bernardino Counties.

### **HOUSING UNIT ELIGIBILITY**

Contractor shall arrange for an HQS-certified Inspector to inspect each unit identified to receive TBRA assistance. The Inspector shall use the Housing Quality Standards (HQS) Checklist (**Exhibit 10 – HQS Checklist**) containing the elements necessary to demonstrate housing quality in accordance with the requirements set forth in 24 CFR 982.401. A rental housing unit shall be considered a Standard Unit if it meets the HQS standards. The unit shall be inspected and determined to be in standard condition prior to the provision of TBRA assistance and once per year thereafter for those Program Participants receiving assistance beyond the initial 12 months. A copy of the completed HQS Checklist shall be maintained in the Case File.

Additionally, each property must be located within the City of Corona and/or in the case of portability, located in Riverside or San Bernardino counties. Units must also be in compliance with all applicable City of Corona or local City policies and ordinances, including having a valid business license (if applicable).

### **UNIT SIZE AND OCCUPANCY STANDARDS**

The following occupancy standards comply with HQS requirements and specify how the number of bedrooms required by the applicant's household will be determined as related to both (1) determining the appropriateness of the actual unit size and (2) calculating amount of TBRA rental assistance. The City of Corona or its Contractor may modify these standards on a case-by-case basis to accommodate specific household composition and circumstances (e.g., pending child custody cases, chronic illnesses, family member who is absent most of the time, etc.).

#### ***General Guidance on Bedroom Requirements***

Housing is overcrowded if there are more than two occupants per bedroom plus one person. Fair housing rules permit applicants to select smaller units that do not, from the City's perspective, create seriously overcrowded conditions. With the recommendation of the Contractor, Applicants may also select larger units at their own expense (meaning TBRA subsidy will not cover the increased cost of a larger unit). In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms shall be considered when evaluating the individual circumstances of the family.

#### ***Determining Family Unit Size***

For each family, the TBRA Program Case Manager determines the appropriate number of bedrooms under the TBRA Program subsidy standards and enters the family unit size on the certificate that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when the TBRA Program Case Manager determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards. [24 CFR 982.401 (d)]
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the TBRA Program Case Manager to reside in the unit to care for a family member who is disabled) must be counted in determining the family unit size;
- Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person will be a one-bedroom unit.

The TBRA Program Case Manager will assign one bedroom for each two persons within the household, except in the following circumstances:

- Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family. The occupancy standards must be consistent with housing quality standards of no more than two persons per living area (bedrooms, living room, den, family room).
- Single person families will be allocated a one bedroom.
- Foster children will be included in determining unit size.
- A separate bedroom should be allocated for the Head of Household unless there is a spouse/significant other unless there is a spouse/significant other in the household.
- A separate bedroom should be allocated for the Head of Household if no spouse or cohabitant exists.
- When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to TBRA Program Case Manager indicating that the student has established a separate household or the family declares that the student has established a separate household.
- A separate bedroom should be allocated where there is an odd number of family members (excluding the head of household, spouse/cohabitant).

The TBRA Program Case Manager will reference the following chart in determining the appropriate certificate size for a family:

**Table 3**

Unit Size	Persons in Household
1 Bedroom	1-2
2 Bedrooms	2-4
3 Bedrooms	4-6
4 Bedrooms	6-8
5 Bedrooms	8-10

***Exceptions to Subsidy Standards***

In determining family unit size for a particular family, the TBRA Program Case Manager may grant an exception to its established subsidy standards if the TBRA Program Case Manager determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances [24 CFR 982.402(b)(8)]. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment
- A need for a separate bedroom for reasons related to a family member's disability, medical or health condition
- A need for an additional bedroom for reasons related to an elderly family member's medical or health condition.

The family must request any exception to the subsidy standards in writing within 30 days of the determination of certificate size. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health care professional), unless the disability and the disability-related request for accommodation is readily apparent or otherwise known. The family's need for an additional bedroom due to special medical equipment must be re-verified in writing at annual reexamination.

All exceptions to subsidy standards will be reviewed and determined by the TBRA Program Case Manager.

The TBRA Program Case Manager will notify the family of its determination within 10 business days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

TBRA assistance moves with the program participant. If a household needs to change location, the household may take the TBRA assistance along when it moves to another rental unit (<https://www.hudexchange.info/resources/documents/Building-HOME-Chapter-7-Tenantbased-Rental-Assistance.pdf>).

If a household decides to change location to a new unit, the household will need to provide a request, in writing, to the TBRA Program Case Manager. The written request shall include the following information:

- Notification of the desire to change location of the TBRA assistance
- New location is within Riverside County or San Bernardino County
- Address of the new location
- Date of desired move
- Identify any change in household size (if applicable)
- VAWA- TBRA participants may submit a VAWA Certification and request for emergency transfer (if applicable)

The TBRA Program Case Manager shall complete all requirements as outlined in both the Application and Income Eligibility and the Housing Unit Eligibility sections of these guidelines to determine if the new unit is eligible and approved by the TBRA Oversight Committee for program assistance. After the initial income determination, an updated income determination only needs to be completed at the household's annual renewal date, with one exception, if the household composition will change when moving to a new unit,

a new Part 5 Income Determination must be prepared for the household using current source documentation. All requirements must be met as outlined above for the new unit.

### **HOUSING QUALITY STANDARDS (HQS) INSPECTIONS**

Any TBRA assisted property must meet all applicable City of Corona or local host City housing codes and ordinances as well as the Section 8 Housing Quality Standards (HQS). Inspection to verify compliance with HQS and occupancy standards are made both at initial move-in and annually during the term of the TBRA assistance. A written inspection form must be signed and dated and retained in the tenant file.

The HQS standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and Security
- Thermal Environment
- Illumination and electricity
- Structure and materials
- Interior Air Quality
- Water Supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke Detectors

### ***Housing Quality Standards (HQS) Space Standards***

According to the Housing Quality Standards for space within a dwelling unit (24 CFR 982.401 and 982.403) the following is required:

- Provide adequate space and security for the family
- Have at least one bedroom or living/sleeping room for each two persons

A unit that does not meet these HQS Inspection space standards is defined as overcrowded.

A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space. A bedroom or living/sleeping room must have at least:

- One window
- Two electrical outlets in proper operating condition (permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets)

If the TBRA Program Case Manager determines that a unit is overcrowded because of an increase in family size or a change in family composition, the family and the TBRA Program Case Manager must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the TBRA Program Case Manager must terminate the TBRA Program agreement in accordance with its terms.

## LEAD-BASED PAINT

The Lead-Safe Housing Rule of 24 CFR part 35, subpart M, is applicable to units rented by TBRA Program participants pursuant to 24 CFR 92.355, and cannot be waived. The TBRA Program Case Manager shall ensure that units built before 1978 undergo visual evaluation and paint repair in accordance with 24 CFR Part 35, subpart M.

All applicants will be notified of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning. Applicants will be provided with the Lead Paint Disclosure and a copy of the disclosure is to be retained in the applicant's file. This is a standard requirement of all applications and the TBRA Program Case Manager must collect an acknowledgement signed by the applicant indicating receipt of the pamphlet, documenting that disclosure has occurred. The pamphlet and acknowledgement are included with the Program Application.

The TBRA Program must adhere to the following requirements of Lead-Safe Housing Rule:

- Tenants must receive the fact sheet "Ten Tips to Protect Children from Pesticide and Lead Poisonings around the Home" (EPA) and the pamphlet "Protect Your Family from Lead" (EPA) at the time of application.
- Tenants must receive the Elevated Blood Level form (tenant signature optional) and the Tenant Notice of Defect/Notice of Elevated Blood Level Above 15 ug form prior to move in.
- A sign-off form, indicating that the tenant has received the four documents, must be kept in tenant files.
- Visual assessment of units built prior to 1978 must take place during the HQS inspection. Exemptions include 0-bedroom units, SROs, and units exclusively for the elderly and disabled where children age 6 and under will not/do not occupy the unit.
- If deteriorated paint is identified in the visual assessment,
- Lead-based paint stabilization/abatement procedures must take place at the expense of the Owner within 30 days of notification to the Owner (24 CFR Part 35.1330(a) and (b).)
- The Owner of the unit must meet the requirements of paint stabilization as defined in 24 CFR Part 35.110. Paint stabilization must be conducted in accordance with procedures outlined at 24 CFR 1330(a) & (b). Owners must pay for stabilization and/or abatement procedures prior to move-in (or during occupancy). If the Owner declines to provide stabilization, another unit must be selected.
- Owner must provide a copy of the clearance report performed in accordance with 24 CFR 35.1340 whenever paint stabilization is undertaken. Owner must provide tenant with a written notice of the results of the clearance exception (24 CFR 35.1215(c)).
- If lead-based paint or deteriorated paint in non-exempt units is identified following move in and/or during an annual or periodic re-inspection, depending on the scope of the work to stabilize the paint, and if deemed necessary, the Owner is responsible for relocating the tenants to a comparable dwelling free of lead-based paint hazards while the work is taking place.
- Owner must adopt procedures to ensure that on-going maintenance activities are conducted in accordance with 24 CFR 35.1355 during the term of assisted tenancy.
- Identification of the number of units built prior to 1978 and the number of children and pregnant women residing in each unit must be provided on TBRA tenant project set-up forms.

**RENT REASONABLENESS**

TBRA assisted units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units. TBRA Program Case Manager must document the basis for their rent reasonableness determinations on a form prescribed by TBRA Program Case Manager. The prescribed form provides a rent analysis for three (3) comparable unassisted units. Key components of a comparability analysis include:

- Location in Community: In many markets, location is the key determinant of housing price (i.e., good/safe neighborhood, close to schools/bus routes, etc.).
- Size: Only units of comparable size (both in terms of number of bedrooms and square footage) should be used.
- Rent for Unit: Amount of rent being charged by Owner.
- Utilities Included: Consider the type and fuel source of utilities.
- Condition: Only units in similar condition should be compared.
- Amenities: Consider such amenities as garage, appliances, and lot size.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that Owners not charge more for assisted units than for comparable units on the premises. (24 CFR 92.209)

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

Housing Authority of the County of Riverside

Voucher Payment Standards (current) effective 3/30/2022-12/31/2022

Established pursuant to HUD Expedited Waiver approved on 3-28-2022: Voucher Tenancy: New Payment Standard Amount [24 CFR 982.503 (b)] – Establishment of payment standards from 111% to 120% of the FMR.

<b><i>Bedrooms</i></b>	<b><i>Payment Standard</i></b>
0	\$1,274
1	\$1,442
2	\$1,810
3	\$2,478
4	\$3,050
5	\$3,507
6	\$3,964

**PARTICIPANT'S RENT CONTRIBUTION**

For the purposes of the City of Corona TBRA Program, the minimum program participant rent shall be the higher of \$50 or 30 percent of the household's monthly Adjusted Income. Under no circumstances shall rents exceed the Fair Market Exception Rent or the Fair Market Rent (FMR) published by the Riverside County Housing Authority, whichever is higher. In cases where the TBRA Program participant has little or no income, exceptions to the minimum \$50 participant rent contribution standard will be considered for approval by the TBRA Program Case Manager and the TBRA Oversight Committee.

**TERM OF ASSISTANCE**

The term of TBRA rental assistance may not exceed 12 months but may be renewed up to a maximum of 24 months, subject to the availability of HOME funds as determined by the recommendation of the TBRA Oversight Committee. Subsequent to the initial 12-month term of TBRA assistance, if TBRA assistance is recommended for renewal, a new Part 5 Annual Income Determination must be prepared using current source documentation.

**REQUEST FOR TBRA UNIT APPROVAL**

Once a unit is identified by the applicant and the TBRA Program Case Manager, with an Owner that is willing to participate in the TBRA Program, the applicant shall submit a request for the unit to be approved so that TBRA funds can be used to rent the unit. The TBRA Program Case Manager will prepare the request form to be signed by the applicant and potential Owner.

**PARTICIPANT AGREEMENT/LEASE/LEASE ADDENDUM/  
RENTAL ASSISTANCE PAYMENTS AGREEMENT**

In order for the TBRA Program Case Manager to assist a Program Participant in a particular dwelling unit, or execute a Rental Assistance Payments Agreement with the Owner of a dwelling unit, the TBRA Program Case Manager must determine that all the following program requirements are met:

The unit itself must qualify as an eligible unit [24 CFR 982.305(a)]

- The unit must be inspected by the TBRA Program Case Manager, or the City Inspector and the unit must meet the inspection standards (refer to Housing Quality Standards (HQS) [24 CFR 982.305(a)])
- The rent to be charged by the Owner for the unit must be reasonable [24 CFR 982.305(a)]
- The Owner must be an eligible Owner, approvable by the TBRA Program Case Manager, with no conflicts of interest as defined in **Exhibit 9: Conflicts of Interest**. [24 CFR 982.306]

**PARTICIPANT AGREEMENT**

The TBRA Program Contractor and the TBRA Program Participant will enter into an agreement in which the Program Participant agrees to comply with the TBRA Program rules and the TBRA Program agrees to pay all or a portion of the rent, as specified in the agreement.

The term of the TBRA Program Participant Agreement runs in conjunction with the term of the Lease. The Lease cannot exceed one (1) year. The participant agreement automatically terminates on the last day of the term of the Lease. If the participant is no longer eligible for TBRA, the participant agreement with the Owner will automatically terminate. The TBRA Program will no longer be required to make rental assistance payments to the Owner if the participant is no longer occupying the rental unit or if the tenant remains in the rental units after their rental assistance has ended.

The Participant Agreement will be signed by an authorized representative of the TBRA Program Contractor managing the TBRA Program.

### **LEASE**

The City of Corona and the TBRA Program Contractor are not a party to the Program Participant/Owner lease and will not be obligated to enforce or intervene in a Program Participant/Owner dispute. The TBRA Program Contractor is not a party to the eviction process. If the Program Participant is legally evicted for cause, the TBRA Program Contractor may terminate assistance to the Program Participant.

The TBRA Program Case Manager shall receive and maintain a copy of the lease in the case file.

### ***Review of Lease***

The TBRA Program Case Manager will review the dwelling lease for compliance with all applicable requirements.

If the dwelling lease is incomplete or incorrect, the TBRA Program Case Manager will notify both the Program Participant and the Owner of the deficiencies. Missing and corrected lease information shall be transmitted to the TBRA Program Case Manager in writing (revised/corrected and signed lease). The TBRA Program Case Manager will not accept missing and corrected information over the phone.

Because the initial leasing process is time-sensitive, the TBRA Program Case Manager will attempt to communicate with the Owner and Program Participant by phone, fax, or email. The TBRA Program Case Manager will use U.S. Postal Service when the parties cannot be reached by phone, fax, or email.

The TBRA Program Case Manager will not review the Owner's lease for compliance with state/local law.

### **LEASE ADDENDUM**

The Program Participant and the Owner will enter into the TBRA Lease Addendum (**Exhibit 8 – TBRA Lease Addendum**) in which the Program Participant and the Owner agree to comply with the program requirements and the TBRA Program agrees to pay all or a portion of the rent, as specified in the Lease Addendum. Unless explicitly noted in a paragraph in the Addendum, the term of the TBRA Lease Addendum Agreement shall begin on the date the TBRA Lease Addendum is executed and extend through 30 days after the last month of assistance provided, as outlined in the Addendum.

The Owner shall consent (verbally or in writing) to the following program parameters before the TBRA Program Case Manager will bring a recommendation of approval to the TBRA Oversight Committee:

- Owner shall indicate willingness to enter into a one-year lease with the TBRA Program Participant and shall agree to signing the TBRA Lease Addendum (**Exhibit 8 – TBRA Lease Addendum**).
- Except in extenuating cases where 100% of rent is paid by the TBRA Program, Owner shall acknowledge that monthly rent payments will be received from the Program Participant directly and from TBRA Program Contractor in two separate payments.
- Owner shall acknowledge willingness to sign a rental assistance contract with the TBRA Program Contractor to facilitate rent payments to be made directly from the TBRA Program Contractor.
- Owner shall acknowledge that the rental unit must meet Housing Quality Standards (HQS) as determined by a City of Corona Inspector.

HOME TBRA-assisted units must have a written lease with the TBRA Lease Addendum Agreement attached at signing. The TBRA Program Case Manager must ensure each lease does not include any prohibited lease provisions. This is accomplished through the required TBRA Lease Addendum, which counteracts

prohibited provisions and eliminates the need for in-depth legal review. The TBRA Lease Addendum also includes key HOME program requirements such as the VAWA lease addendum in accordance with 24 CFR 92.359(e).

The following lease provisions are **prohibited**:

- Agreement by the Program Participant to be sued or to admit guilt, or a judgment in favor of the Owner in a lawsuit brought in connection with the lease.
- Agreement by the Program Participant that the Owner may take, hold, or sell the personal property of the applicant without notice to the applicant and a court decision on the rights of the parties (this does not apply to personal property left by the applicant after move-out).
- Agreement by the Program Participant not to hold the Owner or its agents legally responsible for any action or failure to act, whether intentional or negligent.
- Agreement by the Program Participant that the Owner may institute a lawsuit without notice to the applicant.
- Agreement that the Owner may evict the Program Participant without a civil court proceeding where the applicant has the right to present a defense, or before a court decision on the rights of the applicant and the Owner.
- Agreement by the Program Participant to waive a trial by jury.
- Agreement by the Program Participant to waive the applicant's right to appeal or otherwise challenge a court decision.
- Agreement by the Program Participant to pay attorney fees or other legal costs, even if the applicant wins in court.

A copy of the lease and the addendum shall be kept in each participant's file.

#### **RENTAL ASSISTANCE PAYMENTS AGREEMENT**

The Rental Assistance Payments Agreement is a written agreement between the TBRA Program and the Owner of the dwelling unit occupied by a Program Participant. The agreement spells out the Owner's responsibilities under the program, as well as the TBRA Program Case Manager's obligations. Under the Rental Assistance Payments Agreement, the TBRA Program Case Manager agrees to make rental assistance payments to the Owner on behalf of the Program Participant approved by the TBRA Program Case Manager to occupy the unit.

When the TBRA Program Case Manager has determined that the unit meets program requirements and the tenancy is approvable, the TBRA Program Case Manager and Owner must execute the Rental Assistance Payments Agreement.

### **CHANGES IN HOUSEHOLD OCCUPANCY**

#### **FAMILY BREAKUP—DIVORCE OR DEATH**

When a Program Participant's household breaks up, the rental assistance remains with the eligible Program Participant, i.e., the person receiving services from the Harrison Shelter, City Motel Shelter, or any of the homelessness prevention services requirements for the TBRA Program.

If the Program Participant dies, any remaining members of the household can continue to receive assistance for three full calendar months following the death of the eligible family member given that there is at least one adult family member remaining in the household. After that, the remaining household members will no longer be eligible to receive the TBRA Program assistance. To address extenuating

TBRA Program Guidelines 30 City of Corona

circumstances, the TBRA Case Manager can recommend exceptions to this rule so long as the maximum 24-month length of assistance period is not exceeded.

#### **ABSENCE FROM THE UNIT**

The Program Participant may be absent from their unit for up to 90 days for medical-related care or treatment and continue to receive rental assistance. This is with the understanding and agreement of the Program Participant that the tenant share of the rent is being paid according to the lease provisions and that no other person is allowed to stay in the unit (other than approved household members listed on the lease) without the approval of the Owner and TBRA Program Case Manager.

The Program Participant may be absent from their rental unit for up to 30 days during a 12-month period for vacation or to visit out-of-town relatives or friends. The TBRA Program rental unit is intended to be the primary residence and extended absences may put the Program Participant's rental assistance in jeopardy. If the Program Participant head-of-household or co-head of household plan on being away from the rental unit for more than 14 consecutive days, they must notify the TBRA Program Case Manager.

The sole exception to this allowance is incarceration, which causes the TBRA Program rental assistance to terminate automatically. Such terminations are evaluated on a case-by-case basis. For example, very brief stays in jail for minor infractions might not be considered incarceration and might not result in immediate termination. Incarceration is defined as a jail sentence of more than 30 consecutive days. Program Participants are required to notify the TBRA Program Case Manager if they plan to be absent from their unit for longer than 30 days.

The participant must also abide by the terms of the lease related to absence from the unit.

#### **GUESTS AND VISITORS TO THE UNIT**

Program Participants are permitted and encouraged to have guests and visitors at their unit. Program Participants are responsible for their guests or visitors while they are on the property and at their unit. Any problems that guests or visitors cause while they are at the Program Participant's unit or on the property will become the responsibility of the Program Participant.

Guests and visitors are permitted to stay overnight, but no more than 14 days in a 12-month period. If guest stays beyond this period, the participant will be in violation of the TBRA Program. Individuals can be added to the household, but the Program Participant's TBRA Program Case Manager will have to review the situation and make a recommendation to TBRA Oversight Committee stating that adding this person to the Program Participant's household will be beneficial to the Program Participant and the other members of the household. TBRA Oversight Committee will make the final decision on adding a person(s) to the household. The TBRA Program Case Manager will conduct a full screening which will include criminal background checks and income verification of any person the Program Participant wishes to add to the household. Occupancy requirements of the current unit will be taken into account, as to not cause an "over-crowding" situation. Owner authorization is also required prior to adding the new household member. (Form to be developed in collaboration with Contractor)

### **MOVING WITH CONTINUED ASSISTANCE**

#### **ALLOWABLE MOVES**

HUD lists five regulatory conditions and the statutory condition under VAWA in which a Program Participant is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth below.

- The Program Participant has a right to terminate the lease on notice to the Owner (for the Owner's breach or otherwise) and has given a notice of termination to the Owner in accordance with the lease [24 CFR 982.314(b)(3)]. If the Program Participant terminates the lease on notice to the Owner, the Program Participant must give the TBRA Program Case Manager a copy of the notice at the same time [24 CFR 982.314(d)(1)].
- The lease for the Program Participant's unit has been terminated by mutual agreement of the Owner and the Program Participant [24 CFR 92.253]. If the Program Participant and the Owner mutually agree to terminate the lease for the Program Participant's unit, the Program Participant must give the TBRA Program Case Manager a copy of the termination agreement.
- The Owner has given the Program Participant a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the Owner to evict the Program Participant. The Program Participant must give the TBRA Program Case Manager a copy of any Owner eviction notice.
- The Program Participant or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the Program Participant or family member [24 CFR 982.314(b)(4)]. This condition applies even when the Program Participant has moved out of its unit in violation of the lease, with or without prior notification to the TBRA Program Case Manager, if the Program Participant or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.314(b)(4), 24 CFR 982.353(b)]. If a Program Participant requests permission to move with continued assistance based on a claim that the move is necessary to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, the TBRA Program Case Manager will request documentation in accordance with these guidelines. The TBRA Program Case Manager reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the Program Participant or family member will suffice. In such cases the TBRA Program Case Manager will document the waiver in the family's file.
- The TBRA Program Case Manager has terminated the assisted lease for the Program Participant's unit for the Owner's breach.
- The TBRA Program Case Manager determines that the Program Participant's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, the TBRA Program Case Manager must issue the Program Participant a new certificate, and the Program Participant and Case Manager must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the Program Participant, the TBRA Program Case Manager must terminate the Rental Assistance Payments Agreement for the Program Participant's old unit in accordance with the Rental Assistance Payments Agreement terms and must notify both the Program Participant and the Owner of the termination. The Rental Assistance Payments Agreement terminates at the end of the calendar month that follows the calendar month in which the TBRA Program Case Manager gives notice to the Owner.

### **RESTRICTIONS ON MOVES**

A Program Participant's right to move is generally contingent upon the Program Participant's compliance with program requirements. There are three conditions under which the TBRA Program Case Manager may deny a Program Participant permission to move:

- **Insufficient Funding:** The TBRA Program Case Manager will deny a Program Participant permission to move on grounds that the TBRA Program does not have sufficient funding for continued assistance. The TBRA Program Case Manager will inform the Program Participant of its policy

regarding moves denied due to insufficient funding in a letter to the Program Participant at the time the move is denied.

- **Grounds for Denial or Termination of Assistance:** The TBRA Program Case Manager may deny a Program Participant permission to move if it has grounds for denying or terminating the Program Participant's assistance. If the TBRA Program Case Manager has grounds for denying or terminating a Program Participant's assistance, the TBRA Program Case Manager will act on those grounds in accordance with the regulations and policies set forth in the TBRA Program Guidelines. In general, it will not deny a Program Participant permission to move for this reason; however, it retains the discretion to do so under special circumstances.
- The new housing unit does not meet HQS standards or is located outside of the program jurisdiction.

## **MOVING PROCESS**

If a Program Participant wishes to move to a new unit, the Program Participant must notify the TBRA Program Case Manager and the Owner before moving out of the old unit or terminating the lease on notice to the Owner.

### ***Reexamination of Family Income and Composition***

For Program Participants approved to move to a new unit, the TBRA Program Case Manager will perform a new annual reexamination in accordance with the policies set forth in these guidelines.

For more information see **Exhibit 4: Reexaminations**.

### ***Approval***

For Program Participants approved to move to a new unit within the TBRA Program, the TBRA Program Case Manager will issue a new approval letter. The TBRA Program Case Manager will follow the guidelines on the lease term, extension, and expiration.

### ***Rental Assistance Payments***

When a Program Participant moves out of an assisted unit, the TBRA Program Case Manager may not make any rental assistance payment to the Owner for any month after the month the Program Participant moves out. The Owner may keep the rental assistance payment for the month when the Program Participant moves out of the unit.

If a Program Participant moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the Program Participant moves out of the first assisted unit. Overlap of the last rental assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit is not considered to constitute a duplicative housing subsidy.

## **TERMINATION OF ASSISTANCE**

The TBRA Oversight Committee may terminate assistance or deny renewal of TBRA assistance to a Program Participant who violates program requirements or is found to have provided false information to the TBRA Program Contractor or the City of Corona. Upon termination, TBRA Program Contractor will provide form HUD-5380, Notice of Occupancy Rights under VAWA and form **HUD-5382, Certification of Domestic Violence, Sexual Assault, or Stalking and Alternative Documentation**. The TBRA Oversight Committee may resume assistance to a Program Participant whose assistance was previously terminated. Termination of benefits or resumption of benefits shall be documented in correspondence to the Program Participant as follows:

(1) Written notice to the Program Participant containing a clear statement of the reasons for termination or denial to renew TBRA assistance;

(2) A review of the decision, in which the Program Participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination or decision to deny renewal of TBRA assistance; and

(3) Prompt written notice of the final decision to the Program Participant.

#### **GROUND FOR TERMINATION OF ASSISTANCE**

HUD requires the City of Corona to terminate assistance for certain actions and inactions of the Program Participant and when the Program Participant no longer requires assistance due to increases in Program Participant income. HUD permits the City to terminate assistance for certain other actions or inactions of the Program Participant. In addition, a Program Participant may decide to withdraw from the program and terminate their TBRA assistance at any time by notifying the City or the TBRA Program Case Manager.

#### **FAMILY NO LONGER REQUIRES ASSISTANCE**

As a Program Participant's income increases, the amount of the rental assistance payment decreases. If the amount of assistance provided by the TBRA Program is reduced to zero, the Program Participant's assistance terminates automatically 180 days after the last rental assistance payment.

If a Program Participant receiving zero assistance experiences a change in circumstances that would result in rental assistance payment resuming, the Program Participant must notify the TBRA Program Case Manager of the change and request an interim reexamination before the expiration of the 180-day period.

#### **FAMILY CHOOSES TO TERMINATE ASSISTANCE**

The Program Participant may request that the TBRA Program Case Manager terminate rental assistance payments on behalf of the family at any time. The request to terminate assistance should be made in writing and signed by the head of household and spouse, if applicable.

#### **ANNUAL INCOME EXCEEDS LOW-INCOME LIMITS**

If a Program Participant's income exceeds the low-income limit at reexamination, assistance must be terminated after the TBRA Program Case Manager gives reasonable notice to the tenant.

#### **EVICITION**

The TBRA Program Case Manager will terminate assistance whenever a Program Participant is evicted from a unit assisted under the TBRA Program for a serious or repeated violation of the lease. Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

#### **TERMINATION OF TENANCY BY OWNER**

Pursuant to HOME program regulations, Owners may evict applicants following applicable state and local laws. Generally, that means Owners may only evict applicants in the event of:

- Serious or repeated lease violations.
- Legal violations in connection with the unit or its premises.
- Criminal activity.
- Other causes specified by state or local law.

**TERMINATION OF ASSISTANCE BY THE CITY**

The Oversight Committee may terminate assistance or deny renewal of TBRA Program assistance to a Program Participant who violates TBRA Program requirements or is found to have provided false information to the City and its Contractor.

The Oversight Committee and its Contractor may also approve resuming assistance to a Program Participant whose assistance was previously terminated. Termination of benefits or resumption of benefits shall be documented in correspondence to the program participant as follows:

- Written notice to the Program Participant containing a clear statement of the reasons for termination or denial to renew TBRA assistance.
- A review of the decision, in which the Program Participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination or decision to deny renewal of Program assistance; and
- Prompt written notice of the final decision to the program participant.

**APPEALS**

In the event that the TBRA Oversight Committee denies an application or terminates previously approved assistance, the affected Program Participant may submit a written appeal to the TBRA Program Case Manager within ten (10) calendar days providing information as to why the decision of the TBRA Oversight Committee was incorrect. The TBRA Program Contractor shall submit the appeal to the City of Corona Community Services Department – Attn: Administrative Services Manager for review and presentation to the Director of Community Services. The Director of Community Services shall review the appeal and issue a final determination within ten (10) business days of receipt from Contractor.

**REEXAMINATIONS**

The TBRA Program Case Manager is required to reexamine each Program Participant's income and composition at least annually, and to adjust the Program Participant's level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of Program Participant's share and subsidy that occurs as a result.

**ANNUAL REEXAMINATIONS**

The TBRA Program Case Manager must conduct a reexamination of Program Participant's income and composition and determine income eligibility at least annually. Income eligibility means not to exceed the low-income limits. This process includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the Program Participant's income and rent must be recalculated.

If a Program Participant's income goes above the low-income limit at reexamination, assistance must be terminated after the Contractor gives reasonable notice to the tenant.

**INTERIM REEXAMINATIONS**

Family circumstances may change between annual reexaminations. HUD and the TBRA Program Case Manager policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the TBRA Program Case Manager must process interim reexaminations to reflect those changes. HUD regulations also permit the TBRA Program Case Manager to conduct interim reexaminations of income or family composition at any time. When an interim

reexamination is conducted, only those factors that have changed are verified and adjusted.

In addition to specifying what information the Program Participant must report, HUD regulations permit the Program Participant to request an interim determination if other aspects of the Program Participant's income or composition changes. The TBRA Program Case Manager must complete the interim reexamination within a reasonable time after the Program Participant's request.

For further information see **Exhibit 4: Reexaminations**.

## **TBRA OVERSIGHT COMMITTEE**

The oversight of the TBRA Program sponsored by the City of Corona and undertaken by the TBRA Program Contractor, will be provided by the City of Corona's Homeless Solutions Manager and the City's contracted HOME Consultant. They will be responsible for approving applicants before commitments are made to Program Applicants and Owners. They may meet to review applications or work independently.

The TBRA Program Case Manager shall communicate with the TBRA Oversight Committee as frequently as necessary to ensure prompt decisions on each Program Application. As the TBRA program begins, the TBRA Program Contractor and the members of the TBRA Oversight Committee will establish the working and communication standards, including expectations for the prompt turnaround of Program Applications and rental agreements. Both of these have a timeliness factor and the TBRA Oversight Committee must be nimble and reactive in order to not place roadblocks in the way of the TBRA program staff and participants.

The TBRA Program Case Manager shall present the TBRA Oversight Committee with a memorandum summarizing the Program Application, applicant qualifications and a recommendation for approval or denial. The signed TBRA Oversight Committee Memorandum (**Exhibit 9 - TBRA Oversight Committee Memo**) shall be maintained in each TBRA Program Participant File.

If the TBRA Oversight Committee denies an application, the TBRA Program Case Manager shall prepare and send a letter to the applicant indicating the reason(s) for denial and shall include notification of the applicant's right to appeal the decision in accordance with the Appeals section of these Guidelines. Applicants who otherwise qualify for TBRA assistance cannot be denied TBRA assistance as a direct result of the fact that the applicant is or has been a victim of domestic violence, sexual assault, or stalking.

Along with the denial or approval letter, the TBRA Program Case Manager shall provide Violence Against Women Act (VAWA) form **HUD-5380, Notice of Occupancy Rights under VAWA** and form **HUD-5382, Certification of Domestic Violence, Sexual Assault, or Stalking and Alternative Documentation**.

## **ADMINISTRATIVE ACTION**

In the event the TBRA Program Case Manager receives notice of a change in Program Participant rent or other action that does not impact the eligibility of the Program Participant or the unit or increase the amount of TBRA assistance, the TBRA Program Case Manager may request in writing approval of changes by the TBRA Oversight Committee.

## **PROGRAM MONITORING AND EVALUATION**

The HOME Consultant shall monitor the program operation on an ongoing basis through participation in the TBRA Oversight Committee. At least once per Program Year, the City's HOME Consultant shall monitor a random sample of the Contractor's files. The monitoring review shall include programmatic and financial documentation including but not be limited to:

- TBRA Program Participant Files:
  - TBRA Oversight Committee Memo
  - Program Application
  - Supporting income documentation
  - Income and Rent Determination Form
  - TBRA Lease Addendum
- TBRA Program Contractor records:
  - Timecards
  - Payroll Registers
  - General Ledger
  - Chart of Accounts
  - Financial Audit
  - Compliance with local, state, and federal, fair housing laws and ordinances.
  - Complaints against Owner related to discrimination, and violations of Fair Housing regulation

Annual TBRA Program Contractor monitoring shall be conducted in accordance with HUD guidelines. The scope of monitoring shall include overall program operation and review of Program Participant files for compliance, as well as financial management.

# EXHIBITS

## **EXHIBIT 1: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS**

### **FAMILY AND HOUSEHOLD [24 CFR 92.2, 24 CFR 5.403 and 24 CFR 5.404]**

To be eligible for assistance, an applicant must qualify as a family. Family as defined by HUD includes, but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status:

- (1) a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or
- (2) a group of persons residing together. Such group includes, but is not limited to
  - (i) a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - (ii) an elderly family;
  - (iii) a near-elderly family;
  - (iv) a disabled family;
  - (v) a displaced family; and
  - (vi) the remaining member of a tenant family.

Gender Identity means actual or perceived gender characteristics. Sexual orientation means homosexuality, heterosexuality, or bisexuality.

### **HOUSEHOLD**

Household means one or more persons occupying a housing unit.

### **REMAINING MEMBER OF A TENANT FAMILY**

The HUD definition of family includes the remaining member of a tenant family, which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides do not qualify as remaining members of a family.

### **HEAD OF HOUSEHOLD**

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the TBRA Program. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

### **SPOUSE**

A spouse means the legal marriage partner of the head of household.

### **DEPENDENT**

A dependent is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, and live-in aides.

### **JOINT CUSTODY OF DEPENDENTS**

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the TBRA Program Case Manager will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

#### **FULL-TIME STUDENT**

A full-time student (FTS) is a person who is attending school or vocational training on a fulltime basis. A person attending high school is considered a full-time student. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

#### **ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY**

##### ***Elderly Persons***

An elderly person is a person who is at least 62 years of age.

##### ***Near-Elderly Persons***

A near-elderly person is a person who is 50-61 years of age.

##### ***Elderly Family***

An elderly family is one in which the head, spouse, or sole member is an elderly person.

#### **PERSONS WITH DISABILITIES AND DISABLED FAMILY**

##### ***Persons with Disabilities***

Under the TBRA Program, special rules apply to persons with disabilities and to any family whose head or spouse is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in **Exhibit 7: Detailed Definitions Related to Disabilities**. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

The TBRA Program Case manager must make all aspects of the TBRA Program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

##### ***Disabled Family***

Disabled family means a family whose head, spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

Even though persons with drug or alcohol dependencies are considered persons with disabilities, this does not prevent the TBRA from denying assistance for reasons related to alcohol and drug abuse in accordance with the policies found in the section titled **Termination of Assistance**.

#### **GUESTS**

A guest is a person temporarily staying in the unit with the consent of a member of the household who has expressed or implied authority to so consent.

The Program Participant must receive prior written permission from the Owner to have any guest temporarily stay in the unit. A copy of the written permission will be provided to the TBRA Program Case Manager.

With the Owner's consent, a guest can remain in the assisted unit no longer than a total of 14 days in any 12-month period. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.

A Program Participant may request an exception in writing to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 30 consecutive days). An exception will not be made unless the Program Participant can identify and provide documentation of the residence to which the guest will return.

The Program Participant in tenancy that allows an unauthorized occupant to reside in their unit is not in compliance will be subject to termination of tenancy. Some examples of unauthorized occupants include:

- Use of the unit address as the guest's current residence for any purpose that is not explicitly temporary or has the Owner's consent shall be construed as permanent residence.
- Persons that have joined the household without undergoing screening;
- Persons that stay in the unit beyond an authorized period; and
- A person (often a relative) that came to the unit as an extended visitor because the resident needed support, for example, after a medical procedure but stayed on in the unit beyond the time. The burden of proof that the individual is a guest rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the TBRA Program Case Manager will terminate assistance since prior approval was not requested for the addition.

#### **FOSTER CHILDREN AND FOSTER ADULTS**

Foster children and foster adults that are living with an applicant or who have been approved by the TBRA Program Case Manager to live with a participant family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction.

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of minimum HQS space/occupancy standards according to 24 CFR 982.401.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in the next section.

**ABSENT FAMILY MEMBERS**

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

***Definitions of Temporarily and Permanently Absent***

Generally an individual who is or is expected to be absent from the assisted unit for less than 30 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 30 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

***Absent Students***

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to TBRA Program Case Manager indicating that the student has established a separate household or the family declares that the student has established a separate household.

***Absences Due to Placement in Foster Care***

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

***Absent Head or Spouse***

An employed head or spouse absent from the unit up to a maximum of 180 consecutive days due to employment will continue to be considered a family member.

A head or spouse who is absent from the unit because of a military deployment or active service will continue to be considered a family member.

***Family Members Permanently Confined for Medical Reasons***

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted.

The TBRA Program Case Manager will request verification of the family member's permanent absence from a responsible medical professional. If the responsible medical professional cannot provide a determination, the person will be considered temporarily absent. If the family certifies that the family member is confined on a permanent basis, they may present, and the TBRA Program Case Manager will consider, any additional documentation or evidence.

***Return of Permanently Absent Family Members***

The family must request the TBRA Program Case Manager approval for the return of any adult family members that the TBRA Program Case Manager previously determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this section.

**LIVE-IN AIDE**

A live-in aide is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- is determined to be essential to the care and well-being of the persons,
- is not obligated for the support of the persons, and
- would not be living in the unit except to provide the necessary supportive services.

The TBRA Program Case Manager must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

The income of a live-in aide is not counted in the calculation of annual income for the family [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. Because live-in aides are not family members, a relative who serves as a live-in aide would not be considered a remaining member of a tenant family.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request subject to TBRA Program Case Manager verification at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The TBRA Program Case Manager will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]:

- The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- The person commits drug-related criminal activity or violent criminal activity

The TBRA Program Case Manager will notify the family of its decision in writing within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request.

Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom will not be approved for a live-in aide under these circumstances.

**EXHIBIT 2: INCOME AND SUBSIDY DETERMINATIONS**

A family’s income determines eligibility for assistance and is also used to calculate the family’s payment and the TBRA Program’s subsidy. The HOME program has income targeting requirements for the HOME program. Therefore, the TBRA Program Case Manager must determine each family is income eligible by determining the family's annual income [24 CFR 92.203(a)]. The TBRA Program Case Manager will use the Section 8 Housing Choice Voucher program annual income as defined at 24 CFR 5.609 in determining annual income to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations.

**ANNUAL INCOME**

The general regulatory definition of *annual income* shown below is from 24 CFR 5.609:

- (a) Annual income means all amounts, monetary or not, which:
- 1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
  - 2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
  - 3) Which are not specifically excluded in paragraph [5.609(c)].

Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

**HOUSEHOLD COMPOSITION AND INCOME**

Income received by all family members must be counted unless specifically excluded by the regulations [24 CFR 92.203(d)(1)]. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(c)(2)].
Head or spouse Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.

Full-time students 18 years of age or older (not head or spouse)	<p>Employment income above \$480/year is excluded [24 CFR 5.609(c)(11)].</p> <p>All other sources of income, except those specifically excluded by the regulations, are included.</p>
--	---

### **TEMPORARILY ABSENT FAMILY MEMBERS**

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

Generally, an individual who is or is expected to be absent from the assisted unit for 30 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 30 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

#### ***Absent Students***

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the TBRA Program Case Manager indicating that the student has established a separate household or the family declares that the student has established a separate household.

#### ***Absences Due to Placement in Foster Care***

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

If a child has been placed in foster care, the TBRA Program Case Manager will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

#### ***Absent Head or Spouse***

An employed head or spouse absent from the unit more than 30 consecutive days due to employment will continue to be considered a family member.

#### ***Family Members Permanently Confined for Medical Reasons***

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted.

The TBRA Program Case Manager will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head or spouse qualifies as an elderly person or a person with disabilities.

### ***Joint Custody of Dependents***

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family more than 50 percent of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the TBRA Program Case Manager will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

### **CARETAKERS FOR A CHILD**

The approval of a caretaker is at the Owner and the TBRA Program Case Manager's discretion and subject to the Owner and the TBRA Program Case Manager's screening criteria. If neither a parent nor a designated guardian remains in a household receiving TBRA assistance, the TBRA Program Case Manager will take the following actions:

1. If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
2. If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases TBRA Program Case Manager will extend the caretaker's status as an eligible visitor.
3. At any time that custody or guardianship legally has been awarded to a caretaker, the certificate will be transferred to the caretaker.
4. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

### **ANTICIPATING ANNUAL INCOME**

The TBRA Program Case Manager is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

#### ***Basis of Annual Income Projection***

The TBRA Program Case Manager generally will use current circumstances to determine anticipated income for the coming 12-month period. The TBRA Program Case Manager to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected.
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)].

- The TBRA Program Case Manager believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

The TBRA Program Case Manager must determine annual income by reviewing source documents for at least two months, evidencing annual income for the TBRA-assisted household [24 CFR 92.203 (2)]. The TBRA Program Case Manager will use current tenant-provided documents to project annual income. When the tenant provided documents are pay stubs, the TBRA Program Case Manager will make every effort to obtain current and consecutive pay stubs dated within the last two months.

If TBRA Program Case Manager determines additional information is needed, the TBRA Program Case Manager will obtain written and/or oral third-party verification in accordance with the verification requirements and policy in **Exhibit 3: Verifications**.

In this case, the TBRA Program Case Manager will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit train will be left as to how the TBRA Program Case Manager annualized projected income.

When the TBRA Program Case Manager cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the TBRA Program Case Manager will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the TBRA Program Case Manager to show why the historic pattern does not represent the family's anticipated income.

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the TBRA Program Case Manager to show why the historic pattern does not represent the family's anticipated income.

Income determinations for new TBRA recipients are good for a six-month period. If TBRA assistance is not provided before the six months has expired, the household's income eligibility must be reviewed again before assistance may be provided [24 CFR 92.203(2)].

### ***Known Changes in Income***

If the TBRA Program Case Manager verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

**Example:** An employer reports that a full-time employee who has been receiving \$6/hour will begin to receive \$6.25/hour in the eighth week after the effective date of the reexamination. In such a case The TBRA PROGRAM CASE MANAGER would calculate annual income as follows: (\$6/hour × 40 hours × 7 weeks) + (\$6.25 × 40 hours × 45 weeks).

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the TBRA Program Case Manager will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs.

When tenant-provided third-party documents are used to anticipate annual income, they will be dated within the last 60 days of the reexamination interview date.

## **TYPES OF EARNED INCOME INCLUDED IN ANNUAL INCOME**

### ***Wages and Related Compensation***

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income [24 CFR 5.609(b)(1)].

For persons who regularly receive bonuses or commissions, the TBRA Program Case Manager will verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, the TBRA Program Case Manager will use the prior year amounts. In either case the family may provide, and the TBRA Program Case Manager will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the TBRA Program Case Manager will count only the amount estimated by the employer. The file will be documented appropriately.

### **Some Types of Military Pay**

All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

## **TYPES OF EARNED INCOME NOT INCLUDED IN ANNUAL INCOME**

### ***Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]***

This type of income (including gifts) is not included in annual income. Sporadic income includes temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days [Notice PIH 2009-19].

Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally, as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed.

### ***Children's Earnings***

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income [24 CFR 5.609(c)(1)]. (See Eligibility chapter for a definition of foster children.)

### ***Certain Earned Income of Full-Time Students***

Earnings in excess of \$480 for each full-time student 18 years old or older (except for the head or spouse) are not counted [24 CFR 5.609(c)(11)]. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

### ***Income of a Live-in Aide***

Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

### ***Income Earned under Certain Federal Programs***

Income from some federal programs is specifically excluded from consideration as income [24 CFR 5.609(c)(17)], including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Awards under the federal work-study program (20 U.S.C. 1087)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

### **STATE AND LOCAL EMPLOYMENT TRAINING PROGRAMS**

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government). Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

The TBRA Program Case Manager defines training program as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to:

- classroom training in a specific occupational skill,
- on-the-job training with wages subsidized by the program, or
- basic education” [expired Notice PIH 98-2, p. 3].

End of participation in a training program must be reported in accordance with the TBRA Program Case Manager’s interim reporting requirements.

### **HUD-FUNDED TRAINING PROGRAMS**

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

To qualify as a training program, the program must meet the definition of training program provided above for state and local employment training programs.

### **EARNED INCOME TAX CREDIT**

Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee’s payroll check.

## Earned Income Disallowance for Persons with Disabilities [24 CFR 92.203(d)(3), 24 CFR 5.617]

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below.

### ***Eligibility***

This disallowance applies only to individuals in families already participating in the TBRA program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. Previously unemployed includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

### ***Calculation of the Disallowance***

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."

The TBRA Program Case Manager defines prior income, or prequalifying income, as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying, income remains constant (as a baseline) throughout the period that he or she is participating in the EID.

### ***Initial 12-Month Exclusion***

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

***Second 12-Month Exclusion and Phase-In***

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

***Lifetime Limitation***

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if there are breaks in assistance.

During the 48-month eligibility period, the TBRA Program Case Manager will schedule and conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

## EXHIBIT 3: VERIFICATION

The TBRA Program Case Manager must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The TBRA Program will not pass on the cost of verification to the family.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the City of Corona and the TBRA Program. [24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230]

### GENERAL VERIFICATION REQUIREMENTS

#### ***Family Consent to Release of Information***

The family must supply any information that the TBRA Program or HUD determines is necessary to the administration of the program and must consent to the TBRA Program verification of that information [24 CFR 982.551].

#### ***Consent Forms***

It is required that all adult applicants and participants sign form **HUD-9886, Authorization for Release of Information**. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the TBRA Program may collect information from public and private sources and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

#### ***Penalties for Failing to Consent***

If any family member who is required to sign a consent form fails to do so, the TBRA Program will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with TBRA Program procedures. [24 CFR 5.232]

Each of the verification methods is discussed in subsequent sections below.

#### ***Requirements for Acceptable Documents***

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 days of the date they are provided to TBRA Program. The documents must not be damaged, altered or in any way illegible.

Print-outs from Web pages are considered original documents (source documents). The TBRA Program Case manager must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Any self-certifications must be made in a format acceptable to TBRA Program and must be signed in the presence of a notary public or a TBRA Program representative if a notary public is not available.

**File Documentation**

The TBRA Program Case Manager must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the TBRA Program Case Manager has followed all of the verification policies set forth in these guidelines. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

The TBRA Program Case Manager will document, in the family's file, the following:

- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income
- Other factors influencing the adjusted income or income-based rent determination

When the TBRA Program Case Manager is unable to obtain third-party verification, the TBRA Program will document in the family's file the reason that third-party verification was not available [24 CFR 982.516(a)(2)].

**UP-FRONT INCOME VERIFICATION (UIV)**

Up-front income verification (UIV) refers to the TBRA Program use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the TBRA Program Case Manager.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the TBRA Program Case Manager has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the TBRA Program.

The Contractor and Oversight Committee will research the feasibility of using the following UIV verification process:

The TBRA Program will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process:

- The Work Number
- Verify today.com
- Verifydirect.com
- Past-Employ.com

**THIRD-PARTY WRITTEN AND ORAL VERIFICATION**

HUD defines two types of written third-party verification. The more preferable form, "written third-party verification," consists of an original document generated by a third-party source, which may be received directly from a third-party source or provided to the TBRA Program Case Manager by the family. If written third-party verification is not available, the TBRA Program must attempt to obtain a "written third-party verification form." This is a standardized form used to collect information from a third party.

***Written Third-Party Verification***

Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source. Examples of acceptable participant-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

The TBRA Program Case Manager is required to obtain, at minimum, two months of current and consecutive pay stubs for determining annual income from wages.

The TBRA Program Case Manager may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

Third-party documents provided by the family must be dated within 60 days of the TBRA Program Case Manager request date.

If the TBRA Program determines that third-party documents provided by the family are not acceptable, the TBRA Program will explain the reason to the family and request additional documentation.

As verification of earned income, the TBRA Program Case Manager will require the family to provide the two months of the most current, consecutive pay stubs.

***Written Third-Party Verification Form***

When upfront verification is not available and the family is unable to provide written third-party documents, the TBRA Program must request a written third-party verification form. HUD's position is that this traditional third-party verification method presents administrative burdens and risks which may be reduced through the use of family-provided third-party documents.

The TBRA Program may mail, fax, or e-mail third-party written verification form requests directly to third-party sources.

**PRIMARY DOCUMENTS**

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

**IMPUTED ASSETS**

The TBRA Program will accept a self-certification from the family as verification of assets disposed of for less than fair market value.

**SELF-CERTIFICATION**

Self-certification, or "tenant declaration", is used as a last resort when the TBRA Program Case Manager is unable to obtain third-party verification to verify that the family does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the TBRA Program Case Manager and must be signed by the family member whose information or status is being verified.

**VERIFYING FAMILY INFORMATION*****Verification of Legal Identity***

The TBRA PROGRAM will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicles identification card U.S. military discharge (DD 214) Current U.S. passport Current Employer identification card	Certificate of birth Adoption papers Custody agreement Health and Human Services ID Certified school records

If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided, and at the TBRA Program Case Manager's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to the TBRA Program Case Manager and be signed in the presence of a notary public.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where the TBRA Program Case Manager has reason to doubt the identity of a person representing him or herself to be a participant.

***Social Security Numbers***

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. [24 CFR 5.216]

The TBRA Program Case Manager must accept the following documentation as acceptable evidence of the social security number:

- An original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual

- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual, along with other identifying information of the individual
- Such other evidence of the SSN as HUD may prescribe in administrative instructions

The TBRA Program Case Manager may only reject documentation of an SSN provided by an applicant or participant if the document is not an original document or if the original document has been altered, mutilated, is illegible, or appears to be forged.

The TBRA Program Case Manager will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the TBRA Program Case Manager within 90 days.

When a participant requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has an SSN, the participant must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. The TBRA Program Case Manager may not add the new household member until such documentation is provided.

When a participant requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the TBRA Program Case Manager determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control. During the period the TBRA Program Case Manager is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

The TBRA Program Case Manager will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Social security numbers must be verified only once during continuously-assisted occupancy.

The TBRA Program Case Manager will verify each disclosed SSN by:

- Obtaining documentation from applicants and participants that is acceptable as evidence of social security numbers
- Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

### ***Documentation of Age***

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, the TBRA Program Case Manager will require the family to submit other documents that support the reported

age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

### **FAMILY RELATIONSHIPS**

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the **Exhibit 1: Definitions of Family and Household Members**.

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

#### ***Marriage***

Certification by the head of household is normally sufficient verification. If the TBRA Program Case Manager has reasonable doubts about a marital relationship, the TBRA Program Case Manager will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

#### ***Separation or Divorce***

Certification by the head of household is normally sufficient verification. If the TBRA Program Case Manager has reasonable doubts about a separation or divorce, the TBRA Program Case Manager will require the family to provide documentation of the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

#### ***Absence of Adult Member***

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

#### ***Foster Children and Foster Adults***

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

## **VERIFICATION OF STUDENT STATUS**

### ***General Requirements***

The TBRA Program requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family reports full-time student status for an adult other than the head or spouse.
- The family reports child care expenses to enable a family member to further his or her education.
- The family includes a student enrolled in an institution of higher education.

## **DOCUMENTATION OF DISABILITY**

The TBRA Program Case Manager must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The TBRA Program Case Manager is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The TBRA Program Case Manager may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the Program Case Manager receives a verification document that provides such information, the TBRA Program Case Manager will not place this information in the tenant file. Under no circumstances will the TBRA Program Case Manager request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at <http://www.hhs.gov/ocr/privacy/>.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

- Inquiry into an applicant's ability to meet the requirements of Ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

## **FAMILY MEMBERS RECEIVING SSA DISABILITY BENEFITS**

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions.

If the family is unable to provide the document(s), the TBRA Program Case Manager will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov). Once the applicant or participant receives the benefit verification letter, they will be required to provide it to the TBRA Program Case Manager.

**FAMILY MEMBERS NOT RECEIVING SSA DISABILITY BENEFITS**

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603.

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

**CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS**

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. [24 CFR 5.508]

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, or an eligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)].

***U.S. Citizens and Nationals***

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors. The TBRA Program Case Manager may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the TBRA Program Case Manager receives information indicating that an individual's declaration may not be accurate.

***Eligible Immigrants***

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals. The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance.

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in the 'documentation of age' section of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the TBRA Program Case Manager must verify immigration status with the United States Citizenship and Immigration Services (USCIS). The TBRA Program Case Manager will follow all USCIS protocols for verification of eligible immigration status.

## ACCEPTABLE CITIZENSHIP DOCUMENTATION

U.S. Birth Certificate	U.S. Certificate of Naturalization
U.S. Certificate of Birth abroad issued by the U.S. State Department	American Indian Card
Certificate of Birth abroad issued Department of the State	Current DDI or SSDI Award Letter
United States Passport	Bureau of Indian Affairs or Tribal Affidavit of Birth
A Foreign Passport with a United States VISA	A Tribal Certificate of Indian Blood or Native American Census Record
I-97 Form with photographs	U.S. Citizen Identification Card
Permanent Resident Card	Identification Card for Use of Resident Citizen in the United States
Verification from USCIS	U.S. Department of Justice Certificate of Citizenship
Refugee Travel Document	Identification Card for use of Resident Citizen
Northern Mariana ID	Alien Registration Receipt Card

**VERIFYING INCOME AND ASSETS**

This section describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This section provides the TBRA Program policies that supplement the general verification procedures specified in this section.

**EARNED INCOME*****Tips***

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

***Wages***

For wages other than tips, the family must provide originals of the two months of most current, consecutive pay stubs.

***Business and Self-Employment Income***

Business Owners and self-employed persons will be required to provide:

- An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business Owner or self-employed person must certify to its accuracy.
- All schedules completed for filing federal and local taxes in the preceding year.
- If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

The TBRA Program Case Manager will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business Owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the TBRA Program Case Manager may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the TBRA Program Case Manager will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the TBRA Program Case Manager will require the family to provide documentation of income and expenses for this period and use that information to project income.

**PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS*****Social Security/SSI Benefits***

To verify the SS/SSI benefits of applicants, the TBRA Program Case Manager will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives Social Security benefits. If the family is unable to provide the document(s), the TBRA Program Case Manager will help the applicant request a benefit verification letter from SSA's Website at [www.ssa.gov](http://www.ssa.gov) or ask the family to request it by calling SSA at 1-800-772-1213. Once the applicant has received the benefit verification letter, they will be required to provide it to the TBRA Program Case Manager.

***Alimony or Child Support***

The methods the TBRA Program Case Manager will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments.

If the family declares that it receives regular payments, verification will be obtained in the following order of priority:

- Copies of the receipts and/or payment stubs for the 60 days prior to TBRA Program Case Manager request.
- Third-party verification form from the state or local child support enforcement agency
- Third-party verification form from the person paying the support Family's self-certification of amount received.

***Retirement Accounts***

The TBRA Program Case Manager will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

Type of original document that will be accepted depends upon the family member's retirement status:

- Before retirement, the TBRA Program Case Manager will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.
- Upon retirement, the TBRA Program Case Manager will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.
- After retirement, the TBRA Program Case Manager will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

***Zero Annual Income Status***

The TBRA Program Case Manager will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, and earnings are not being received by families claiming to have zero annual income.

***Student Financial Assistance***

Any financial assistance, in excess of amounts received for tuition, that a person attending an institution of higher education receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education must be considered income unless the student is over the age of 23 with dependent children or is residing with parents who are seeking or receiving assistance [24 CFR 5.609(b)(9) and FR 4/10/06].

For students over the age of 23 with dependent children or students residing with parents who are seeking or receiving assistance, the full amount of student financial assistance is excluded from annual income [24 CFR 5.609(c)(6)]. The full amount of student financial assistance is also excluded for students attending schools that do not qualify as institutions of higher education (as defined in Exhibit 3-2). Excluded amounts are verified only if, without verification, the TBRA PROGRAM would not be able to determine whether or to what extent the income is to be excluded.

For a student subject to having a portion of his/her student financial assistance included in annual income in accordance with 24 CFR 5.609(b)(9), the TBRA Program Case Manager will request written third-party verification of both the source and the amount. Family provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, the TBRA Program Case Manager will request written verification of the student's tuition amount.

## **VERIFYING MANDATORY DEDUCTIONS**

### ***Dependent and Elderly/Disabled Household Deductions***

The dependent and elderly/disabled family deductions require only that the TBRA Program Case Manager verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

#### ***Dependent Deductions***

The TBRA Program Case Manager will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head or spouse of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full-time student

#### ***Elderly/Disabled Family Deductions***

The TBRA Program Case Manager will verify that the head of household or spouse is 62 years of age or older or a person with disabilities.

#### ***Medical Expense Deductions***

Medical expenses will be verified through:

- Written third-party documents provided by the family, such as pharmacy printouts or receipts.
- The TBRA Program Case Manager will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The TBRA Program Case Manager will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.
- Written third-party verification forms, if the family is unable to provide acceptable documentation.
- If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months

In addition, the TBRA Program Case Manager must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

**ELIGIBLE HOUSEHOLD**

The medical expense deduction is permitted only for households in which the head or spouse is at least 62 years of age, or is a person with disabilities. The TBRA Program Case Manager will verify that the family meets the definition of an elderly or disabled family provided in the eligibility chapter.

***Qualified Expenses***

To be eligible for the medical expenses' deduction, the costs must qualify as medical expenses. See Chapter 6 for the TBRA Program's policy on what counts as a medical expense.

***Unreimbursed Expenses***

To be eligible for the medical expenses' deduction, the costs must not be reimbursed by another source. The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

***Expenses Incurred in Past Years***

When anticipated costs are related to on-going payment of medical bills incurred in past years, the TBRA Program Case Manager will verify:

- The anticipated repayment schedules
- The amounts paid in the past
- Whether the amounts to be repaid have been deducted from the family's annual income in past years

**DISABILITY ASSISTANCE EXPENSES*****Attendant Care***

The TBRA Program Case Manager will accept written third-party documents provided by the family. If family-provided documents are not available, the TBRA Program Case Manager will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

- Written third-party documents provided by the family, such as receipts or cancelled checks.
- Third-party verification form signed by the provider, if family-provided documents are not available.
- If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

***Auxiliary Apparatus***

Expenses for auxiliary apparatus will be verified through:

- Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.
- Third-party verification form signed by the provider, if family-provided documents are not available.
- If third-party verification is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

In addition, the TBRA Program Case Manager must verify that:

- The family member for whom the expense is incurred is a person with disabilities.
- The expense permits a family member, or members, to work

***Family Member is a Person with Disabilities***

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The TBRA Program Case Manager will verify that the expense is incurred for a person with disabilities.

***Family Member(s) Permitted to Work***

The TBRA Program Case Manager must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

The TBRA Program Case Manager will request third-party verification from a rehabilitation agency or medical doctor indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work. This documentation may be provided by the family.

***Unreimbursed Expenses***

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

**CHILD CARE EXPENSES**

The amount of the deduction will be verified following the standard verification procedures discussed in this chapter. In addition, the TBRA Program Case Manager must verify that:

- The child is eligible for care (12 or younger).
- The costs claimed are not reimbursed.
- The costs enable a family member to work, actively seek work, or further their education. The costs are for an allowable type of child care. ☐ The costs are reasonable.

***Eligible Child***

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The TBRA Program Case Manager will verify that the child being cared for (including foster children) is under the age of 13.

***Unreimbursed Expense***

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

The family (and the care provider) will be required to certify that the child care expenses are not paid or reimbursed to the family from any source.

**PURSUIING AN ELIGIBLE ACTIVITY**

The TBRA Program Case Manager must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

***Information to be Gathered***

The TBRA Program Case Manager will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

***Seeking Work***

Whenever possible the TBRA Program Case Manager will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the TBRA Program Case Manager will request family-provided verification from the agency of the member's job seeking efforts to date and require the family to submit to the TBRA Program Case Manager any reports provided to the other agency.

In the event third-party verification is not available, the TBRA Program Case Manager will provide the family with a form on which the family member must record job search efforts. The TBRA Program Case Manager will review this information at each subsequent reexamination for which this deduction is claimed.

***Furthering Education***

The TBRA Program Case Manager will request third-party documentation to verify that the person permitted to further his or her education by the childcare is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

***Gainful Employment***

The TBRA Program Case Manager will seek third-party verification of the work schedule of the person who is permitted to work by the childcare. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

**ALLOWABLE TYPE OF CHILD CARE**

The TBRA Program Case Manager will verify that the type of child care selected by the family is allowable.

The TBRA Program Case Manager will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

The TBRA Program Case Manager will verify that the childcare provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

***Reasonableness of Expenses***

Only reasonable childcare costs can be deducted.

The actual costs the family incurs will be compared with the TBRA Program Case Manager's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the TBRA Program Case Manager will request additional documentation, as required, to support a determination that the higher cost is appropriate.

## **EXHIBIT 4: REEXAMINATIONS**

The TBRA Program Case Manager is required to reexamine each Program Participant's income and composition at least annually, and to adjust the Program Participant's level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of Program Participant's share and subsidy that occurs as a result.

### **ANNUAL REEXAMINATIONS**

The TBRA Program Case Manager must conduct a reexamination of Program Participant's income and composition and determine income eligibility at least annually. Income eligibility means not to exceed the low-income limits. This process includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the Program Participant's income and rent must be recalculated.

If a Program Participant's income goes above the low-income limit at reexamination, assistance must be terminated after the PHA gives reasonable notice to the tenant.

#### ***Scheduling Annual Reexaminations***

The TBRA Program Case Manager will begin the annual reexamination process 90-120 days in advance of its scheduled effective date. Generally, the TBRA Program Case Manager will schedule annual reexamination effective dates to coincide with the family's anniversary date.

Anniversary date is defined as 12 months from the effective date of the Program Participant's last annual reexamination or, during a Program Participant's first year in the program, from the effective date of the Program Participant's initial examination (admission).

If the Program Participant moves to a new unit, the TBRA Program Case Manager will perform a new annual reexamination. The TBRA Program Case Manager also may schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

#### ***Notification of and Participation in the Annual Reexamination Process***

Program Participant are required to participate in an annual reexamination interview, which must be attended by the head of household or spouse. If participation in an in-person interview poses a hardship because of a Program Participant's disability, the Program Participant should contact the TBRA Program Case Manager to request a reasonable accommodation.

Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the Program Participant of the information and documentation that must be brought to the interview.

If the Program Participant's is unable to attend a scheduled interview, the Program Participant's should contact the TBRA Program Case Manager in advance of the interview to schedule a new appointment. If a Program Participant's does not attend the scheduled interview, the TBRA Program Case Manager will send a second notification with a new interview date and appointment time.

If a Program Participant fails to attend two scheduled interviews without TBRA Program Case Manager approval, or if the notice is returned by the post office with no forwarding address, a notice of termination

will be sent to the Program Participant's address of record, and to any alternate address provided in the Program Participant's file.

An advocate, interpreter, or other assistant may assist the Program Participant in the interview process. The Program Participant's and the TBRA Program Case Manager must execute a certification attesting to the role and assistance provided by any such third party.

### ***Conducting Annual Reexaminations***

As part of the annual reexamination process, Program Participants are required to provide updated information to the TBRA Program Case Manager regarding the Program Participant's income, expenses, and composition.

Program Participants will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a TBRA Program Case Manager designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documents or forms related to the Program Participant's income, expenses, and family composition.

Any required documents or information that the Program Participant is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the Program Participant is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the Program Participant does not provide the required documents or information within the required time period (plus any extensions), the Program Participant will be sent a notice of termination.

Program Participants who have extenuating circumstances or are elderly will be permitted to complete their reexamination by mail. A request for an exception must be submitted in writing and will be reviewed and approved by management on a case-by-case basis.

At the annual reexamination, the TBRA Program Case Manager will ask whether the Program Participant, or any member of the Program Participant's household, is subject to a lifetime sex offender registration requirement in any state. The TBRA Program Case Manager will use the City's Sex Offender database to verify the information provided by the Program Participant.

If the TBRA Program Case Manager proposes to terminate assistance based on lifetime sex offender registration information, the TBRA Program Case Manager must notify the Program Participant of the proposed action and must provide the subject of the record and the Program Participant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination.

The information provided by the Program Participant generally must be verified in accordance with the policies in **Exhibit 3: Verification**. Unless the Program Participant reports a change, or the TBRA Program Case Manager has reason to believe a change has occurred in information previously reported by the Program Participant, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

If adding a new family member to the unit causes overcrowding according to Housing Quality Standards (HQS), TBRA Program Case Manager must conduct a reexamination, and the Program Participant, with assistance from the TBRA Program Case Manager or other navigational resources, must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the Program Participant, the TBRA Program Case Manager must terminate the current Rental Assistance Payments Agreement in accordance with its terms.

### ***Criminal Background Screening***

The TBRA Program Case Manager is authorized to perform criminal background checks during the annual recertification/reexamination to determine if a member of a Program Participant's household is subject to a lifetime registration requirement under any State sex offender registration program. Additionally, the TBRA Program Case Manager must ask whether the Program Participant, or any member of the Program Participant's household, is subject to a lifetime registered sex offender registration requirement in any state. The TBRA Program Case Manager may not pass along to the Program Participant the costs of a criminal records check.

Each household member age 18 and over will be required to execute a consent form for criminal background check as part of the annual update process

The TBRA Program Case Manager will perform criminal background checks for all adult household members using the following process:

Screen household members for open felony warrants and Penal Code Section 290 status. Screening will take place immediately following application intake. No household members with open felony warrants or individuals validated on the Megan's Law sex offender registry will be eligible for TBRA assistance. The Contractor will utilize the following weblinks to screen clients for 290 status and open felony warrants:

- <https://www.meganslaw.ca.gov>
- <http://public-access.riverside.courts.ca.gov/OpenAccess/>

If the recertification screening reveals that the Program Participant has falsified information or otherwise failed to disclose criminal history on his/her full application and/or recertification forms, the TBRA Program Case Manager will pursue termination of assistance.

### ***Effective Dates***

In general, an increase in the Program Participant's share of the rent that results from an annual reexamination will take effect on the Program Participant's anniversary date, and the Program Participant will be notified at least 30 days in advance. If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If a Program Participant moves to a new unit, the increase will take effect on the effective date of the new lease and Rental Assistance Payments Agreement, and no 30-day notice is required.

If the family causes a delay in processing the annual reexamination, increases in the Program Participant's share of the rent will be applied retroactively to the scheduled effective date of the annual reexamination. The Program Participant will be responsible for any overpaid subsidy.

In general, a decrease in the Program Participant's share of the rent that results from an annual reexamination will take effect on the Program Participant's anniversary date.

If a Program Participant moves to a new unit, the decrease will take effect on the effective date of the new lease and Rental Assistance Payments Agreement.

If the Program Participant causes a delay in processing the annual reexamination, decreases in the Program Participant share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the Program Participant if the Program Participant fails to provide information requested by the TBRA Program Case Manager by the date specified, and this delay prevents the TBRA Program Case Manager from completing the reexamination as scheduled.

### **INTERIM REEXAMINATIONS**

Family circumstances may change between annual reexaminations. HUD and the TBRA Program Case Manager policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the TBRA Program Case Manager must process interim reexaminations to reflect those changes. HUD regulations also permit the TBRA Program Case Manager to conduct interim reexaminations of income or family composition at any time. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted.

In addition to specifying what information the Program Participant must report, HUD regulations permit the Program Participant to request an interim determination if other aspects of the Program Participant's income or composition changes. The TBRA Program Case Manager must complete the interim reexamination within a reasonable time after the Program Participant's request.

#### ***Changes in Family and Household Composition***

All families must notify the TBRA Program Case Manager of any change within 10 business days of its occurrence (e.g., If the resident or any member of the family became employed, the start date of employment would start the count of 10 business days). The changes must be submitted in writing by using our 'Change Report Form'. The copy of the form must be time and date stamped by the TBRA Program Case Manager to be considered valid. The copy of the form will be provided to the participant.

The TBRA Program Case Manager will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

#### ***New Family Members Not Requiring TBRA Program Case Manager Approval***

The addition of minor children as a result of birth, adoption, or court-awarded custody by a current household member does not require TBRA Program Case Manager approval. However, the Program Participant is required to notify TBRA Program Case Manager of the household addition within 10 business

days of its occurrence and to provide documentation required by TBRA Program Case Manager, such as birth certificate and Social Security card or other requirement documentation.

***New Family and Household Members Requiring Approval***

With the exception of minor children who join the family as a result of birth, adoption, or court awarded custody, a Program Participant must request the TBRA Program Case Manager approval to add a new family member or other household member (live-in aide or foster child). [HCV Program, 24 CFR 982.551(h)(4)] When any new family member is added, the TBRA Program Case Manager must conduct a reexamination to determine any new income or deductions associated with the additional family member, and to make appropriate adjustments in the Program Participant share of the rent and the Rental Assistance Payments Agreement payment.

The TBRA Program Case Manager will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards.

Other than the addition of a foster child or foster adult, if the approval of a new family member or live-in aide will cause overcrowding according to HQS standards, the approval letter will explain that the Program Participant will be required to move.

If a change in family size causes a violation of Housing Quality Standards (HQS) space standards, the TBRA Program Case Manager must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the Program Participant, the TBRA Program Case Manager must terminate the Program Participant's Rental Assistance Payments Agreement in accordance with its terms.

Program Participants must request the TBRA Program Case Manager approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for longer than a total of 14 days within a 12-month period, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by TBRA Program Case Manager prior to the individual moving into the unit. The TBRA Program Case Manager must first be notified of any requests for additions to the household.

The Program Participant will not receive approval to add to the household what constitutes a separate family (two or more persons).

TBRA Program Case Manager will not approve the addition of new household members other than a significant other to the household, by birth, adoption, court-awarded custody, or marriage unless the Program Participant can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the TBRA Program Case Manager. A request for an exception must be submitted in writing and will be reviewed and approved by management on a case-by-case basis.

A live-in aide and their family may be approved to be added to the household composition through the reasonable accommodation process. If a live-in aide is approved, only one bedroom will be granted for a live-in aide and their family. All members of the live-in aide's family must meet eligibility requirements. A live-in aide must be requested through the reasonable accommodation process if a disabled household.

TBRA Program Case Manager will approve the addition of a significant other or legal spouse, as long as the adult meets eligibility requirements.

TBRA Program Case Manager will approve the addition of a biological minor when a current household member has physical custody of the minor, the adoption or court-awarded custody of a minor, or a minor who has been placed temporarily in the household and a current household member has physical custody of the minor.

Other additions to the household will be reviewed on a case-by-case basis to take into consideration adult relatives returning to the household who need care provided by a household member; relatives who have never lived in the household, but now a household member is responsible for the care of the relative; or in situations where an adult biological or adopted child of a household member needs to live in the household for safety reasons or to attend school. All adult household additions must meet eligibility requirements, regardless of age or familial status.

The TBRA Program Case Manager will not approve the addition of a new family or household member unless the individual meets the TBRA Program Case Manager's eligibility criteria and documentation requirements.

If the TBRA Program Case Manager determines an individual meets the TBRA Program Case Manager's eligibility criteria and documentation requirements, the TBRA Program Case Manager will provide written approval to the family.

If the TBRA Program Case Manager determines that an individual does not meet the TBRA Program's eligibility criteria or documentation requirements, the TBRA Program Case Manager will notify the Program Participant in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The TBRA Program Case Manager will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

#### ***Departure of a Family or Household Member***

Program Participants must promptly notify the TBRA Program Case Manager if any family member no longer lives in the unit. Because family members are considered when determining the family unit (certificate) size, the TBRA Program Case Manager also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit.

If a family member ceases to reside in the unit, the Program Participant must inform the TBRA Program Case Manager in writing within 10 business days of its occurrence and provide the new residential address of the family member who is being removed. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a live-in aide, foster child, or foster adult cease to reside in the unit, the Program Participant must inform the TBRA Program Case Manager within 10 business days.

#### ***Changes Affecting Income or Expenses***

Interim reexaminations can be scheduled either because the TBRA Program Case Manager has reason to believe that changes in income or expenses may have occurred, or because the Program Participant reports a change. When a Program Participant reports a change, the TBRA Program Case Manager may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

### **TBRA PROGRAM CASE MANAGER-INITIATED INTERIM REEXAMINATIONS**

The TBRA Program Case Manager-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by the TBRA Program. They are not scheduled because of changes reported by the Program Participant.

The TBRA Program Case Manager will conduct interim reexaminations in each of the following instances:

For Program Participants receiving the Earned Income Disallowance (EID), the TBRA Program Case Manager will conduct an interim reexamination at the start and conclusion of the second 12-month exclusion period (50 percent phase-in period).

If the Program Participant has reported zero family income, the TBRA Program Case Manager will conduct an interim reexamination every month as long as the Program Participant continues to report that they have no income. The Program Participant will provide a notarized affirmation of zero income, complete a zero-income budgeting worksheet and questionnaire. A review of the checking and saving bank statements will be conducted to observe the cost expenditures and deposits.

If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g., seasonal or cyclic income), the TBRA Program Case Manager will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the TBRA Program Case Manager will conduct an interim reexamination.

The TBRA Program Case Manager may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

### **FAMILY-INITIATED INTERIM REEXAMINATIONS**

The TBRA Program Case Manager must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses.

### **REQUIRED REPORTING**

Program Participants are required to report all increases in earned and unearned income, including new employment within 10 business days of its occurrence. The changes must be submitted in writing by using the 'Change Report Form'. The copy of the form must be time and date stamped by the TBRA Program Case Manager to be considered valid. The copy of the form will be provided to the Program Participant.

### **PROCESSING THE INTERIM REEXAMINATION**

#### ***Method of Reporting***

The Program Participant must notify the TBRA Program Case Manager of changes in writing. Generally, the family will not be required to attend an interview for an interim reexamination. However, if the TBRA Program Case Manager determines that an interview is warranted, the Program Participant may be required to attend.

Based on the type of change reported, the TBRA Program Case Manager will determine the documentation the Program Participant will be required to submit. The Program Participant must submit

any required information or documents within 10 business days of receiving a request from the TBRA Program Case Manager. This time frame may be extended for good cause with TBRA Program Case Manager approval. The TBRA Program Case Manager will accept required documentation by mail, by fax, or in person.

### ***Effective Dates***

If the Program Participant share of the rent is to increase:

- The increase generally will be effective on the first of the month following 30 days' notice to the Program Participant.
- If a Program Participant fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The Program Participant will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 15.

If the Program Participant share of the rent is to decrease:

- The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted; however, all required documentation must be received by the 20th calendar day of the month to allow adequate time for processing.

In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

### **RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT**

After gathering and verifying required information for an annual or interim reexamination, the TBRA Program Case Manager must recalculate the Program Participant's share of the rent and the subsidy amount, and notify the family and Owner of the changes. While the basic policies that govern these calculations are provided in **Exhibit 2: Income and Subsidy Determinations**, this part lays out policies that affect these calculations during a reexamination.

### ***Changes in Rent standards and Utility Allowances***

In order to calculate the family share of the rent and rental assistance amount correctly, changes in rent standards, subsidy standards, or utility allowances may need to be updated and included in the TBRA Program Case Manager's calculations.

### ***Rent Standards***

The Program Participant's share of the rent and rental assistance calculations must use the correct rent standard for the family, taking into consideration the family unit size, the size of unit, and the area in which the unit is located.

When the TBRA Program Case Manager changes its rent standards or the family's situation changes, new rent standards are applied at the first annual reexamination following the effective date of the rent standard change.

If the Program Participant moves to a new unit, or a new Rental Assistance Payments Agreement is executed due to changes in the lease (even if the Program Participant remains in place) the current rent standard applicable to the Program Participant will be used when the new Rental Assistance Payments Agreement is processed.

### ***Subsidy Standards***

If there is a change in the family unit size that would apply to a family during the Rental Assistance Payments Agreement term, either due to a change in family composition, or a change in the TBRA Program's subsidy standards, the new family unit size must be used to determine the rent standard amount for the family at the Program Participant's first annual reexamination following the change in family unit size.

### **UTILITY ALLOWANCES**

The Contractor will use the Housing Authority of the County of Riverside's Utility Allowance charts to determine appropriate utility allowances. These charts may be accessed by clicking the following link:

<https://harivco.org/Tenant/UtilityAllowanceChart/tabid/82/Default.aspx>

The Program Participant share of the rent and rental assistance calculations must reflect any changes in the Program Participant's utility arrangement with the Owner, or in the TBRA Program's utility allowance schedule. When there are changes in the utility arrangement with the Owner, the TBRA Program Case Manager must use the utility allowances in effect at the time the new lease and Rental Assistance Payments Agreement are executed.

At reexamination, the TBRA Program Case Manager must use the TBRA Program current utility allowance schedule.

### **NOTIFICATION OF NEW FAMILY SHARE AND RENTAL ASSISTANCE AMOUNT**

The TBRA Program Case Manager must notify the Owner and Program Participant of any changes in the amount of the rental assistance payment. The notice will include the following information:

- The amount and effective date of the new Rental Assistance Payment Agreement payment
- The amount and effective date of the new Program Participant share of the rent
- The amount and effective date of the new tenant rent to Owner

The family must be given an opportunity for an informal hearing regarding the TBRA Program Case Manager's determination of their annual or adjusted income, and the use of such income to compute the rental assistance payment (see **Exhibit 2: Income and Subsidy Determinations**).

### ***Discrepancies***

During an annual or interim reexamination, the TBRA Program Case Manager may discover that information previously reported by the Program Participant was in error, or that the Program Participant intentionally misrepresented information. In addition, the TBRA Program Case Manager may discover errors made by the TBRA Program Case Manager. When errors resulting in the overpayment or underpayment of subsidy are discovered, corrections will be made in accordance with the policies in **Exhibit 4: Reexaminations**.

## **EXHIBIT 5: FAIR HOUSING & NONDISCRIMINATION REQUIREMENTS**

Federal laws require the City of Corona to treat all applicants and participants equally, providing the same quality of services, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The City of Corona and the Contractor, on behalf of the City of Corona, will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012, and further clarified in Notice PIH 2014-20.
- Violence Against Women Reauthorization Act of 2013 (VAWA)

### **NONDISCRIMINATION**

A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the TBRA Program. For example, reasonable accommodations may include making home visits or extending the certificate term in order for a participant to lease an accessible dwelling unit.

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as the City of Corona policies, can prohibit discrimination based on other factors.

The City of Corona shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”)

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The City of Corona will not discriminate on the basis of marital status or sexual orientation. The City of Corona will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the TBRA Program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services

- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

#### ***Providing Information to Program Participants and Owners***

The City of Corona will take steps to ensure that Program Participants and Owners are fully aware of all applicable civil rights laws. As part of the briefing process, the City of Corona will provide information to TBRA Program applicants about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Rental Assistance Payments Agreement informs Owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

#### ***Discrimination Complaints***

If a Program Applicant or Program Participant believes that any family member has been discriminated against by the Contractor or an Owner, the family should advise the City of Corona Community Development Department, Attn: Administrative Services Manager. HUD requires the City of Corona make every reasonable attempt to determine whether the Program Applicant's or Program Participant's assertions have merit and take any warranted corrective action. In addition, the City of Corona is required to provide the Program Applicant or Program Participant with information about how to file a discrimination complaint [24 CFR 982.304]. Upon receipt of a housing discrimination complaint, City of Corona is required to:

- Provide written notice of the complaint to those alleged and inform the complainant that such notice was made.
- Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted.
- Keep records of all complaints, investigations, notices, and corrective action. [Notice PIH 2014-20]

Program Applicants or Program Participants who believe that they have been subject to unlawful discrimination may notify the City of Corona either orally or in writing. Notification shall be made to the Community Development Department, Attn: Administrative Services Manager. Within 10 business days of receiving the complaint, the City of Corona will provide a written notice to those alleged to have violated the rule. The City of Corona will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The City of Corona will attempt to remedy discrimination complaints made against the City of Corona and will conduct an investigation into all allegations or discrimination.

Within 10 business days following the conclusion of the City of Corona's investigation, the City of Corona will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The City of Corona will keep a record of all complaints, investigations, notices and corrective actions.

### ***Policies Related to Persons with Disabilities***

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

Contractor must ensure that persons with disabilities have full access to the TBRA Program. This responsibility begins with the first contact by an interested family and continues through every aspect of the program.

The Contractor shall ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the City of Corona, by including the following language:

*Any person who believes they need a reasonable accommodation to participate in any program should notify our office at least twenty-four hours prior to the date the accommodation will be required.*

### **Definition of Reasonable Accommodation**

A person with a disability may require certain types of accommodations in order to have equal access to the TBRA Program. The types of reasonable accommodations the Contractor can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service, subject to approval by the TBRA Oversight Committee.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden", or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

### ***Types of Reasonable Accommodations***

When needed, the Contractor will modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Providing "large-print" forms
- Conducting home visits
- Providing time extensions for locating a unit when necessary, because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with Contractor

***Request for an Accommodation***

If a Program Applicant or Program Participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the Contractor treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The Program Applicant or Program Participant must explain what type of accommodation is needed to provide the person with the disability full access to the TBRA Program.

If the need for the accommodation is not readily apparent or known to the City of Corona, the Program Applicant or Program Participant must explain the relationship between the requested accommodation and the disability. There must be an identifiable connection, or nexus, between the requested accommodation and the individual's disability.

The Contractor will encourage the Program Applicant or Program Participant to make its request in writing using a reasonable accommodation request form. However, the Contractor will consider the accommodation any time the Program Applicant or Program Participant indicates that an accommodation is needed whether or not a formal written request is submitted.

***Verification of Disability***

The regulatory civil rights definition for persons with disabilities is provided in **Exhibit 6: Definition of a Person with a Disability Under Federal Civil Rights Laws**. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability.

Before providing an accommodation, the Contractor must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the Program Applicant's or Program Participant's access to the TBRA Program.

If a Program Applicant's or Program Participant's disability is obvious or otherwise known to the Contractor, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a Program Applicant or Program Participant indicates that an accommodation is required for a disability that is not obvious or otherwise known to the Contractor, the Contractor must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

- The Contractor must request only information that is necessary to evaluate the disability-related need for the accommodation. The Contractor will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event that the Contractor does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the Contractor will dispose of it. If the information needs to be disposed, the Contractor will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information [Notice PIH 2010-26].

### ***Approval/Denial of a Requested Accommodation***

[Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, Notice PIH 2010-26].

The Contractor must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the Contractor, or fundamentally alter the nature of the TBRA Program's operations (including the obligation to comply with HUD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the overall size of the program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the Contractor may enter into discussion and negotiation with the Program Applicant or Program Participant, request more information from the Program Applicant or Program Participant, or may require the Program Applicant or Program Participant to sign a consent form so that the Contractor may verify the need for the requested accommodation.

After a request for an accommodation is presented, the Contractor will respond, in writing, within 10 business days.

If the Contractor denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the Contractor's operations), the Contractor will discuss with the Program Applicant or Program Participant whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the TBRA Program and without imposing an undue financial and administrative burden.

If the Contractor believes that the Program Applicant or Program Participant has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, Contractor will notify the Program Applicant or Program Participant, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the Program Applicant or Program Participant.

***Program Accessibility for Persons with Hearing or Vision Impairments***

HUD regulations require that persons with disabilities related to hearing and vision have reasonable access to programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the Contractor shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and if possible, audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with the City of Corona staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third-party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

***Physical Accessibility***

The City of Corona must comply with a variety of regulations pertaining to physical accessibility, including the following:

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

When approving the participation in the TBRA Program of a family that includes an individual with disabilities who needs an accessible unit, Contractor will provide a current list of available accessible units known to Contractor and will assist the Program Applicant or Program Participant in locating an available accessible unit, if necessary. In general, Owners must permit the family to make reasonable modifications to the unit. However, the Owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

***Improving Access to Services for Persons with Limited English Proficiency (LEP)***

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the TBRA Program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.

This part incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007 in the *Federal Register*.

In accord with the City of Corona Limited English Proficiency Plan four-factor analysis, the languages requiring translation include: Spanish.

The Contractor will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of these Program Guidelines, LEP persons are TBRA applicants and participants, and parents and family members of applicants and participants.

### ***Oral Interpretation***

The Contractor will offer competent interpretation services free of charge, upon request, to the LEP person.

The Contractor will utilize a language line for telephone interpreter services. Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the Contractor. The interpreter may be a family member or friend.

The Contractor will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible and possible, according to its language assistance plan (LAP), the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.

### ***Written Translation***

Translation is the replacement of a written text from one language into an equivalent written text in another language. According to the City of Corona LEP Plan, languages requiring translation include: Spanish.

## **EXHIBIT 6: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS**

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major live activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as The TBRA Program Case Manager) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the TBRA program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the TBRA Program, yet an accommodation is needed to provide equal opportunity.

## EXHIBIT 7: DETAILED DEFINITIONS RELATED TO DISABILITIES

### PERSON WITH DISABILITIES [24 CFR 5.403]

The term person with disabilities means a person who has any of the following types of conditions:

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads: Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
- In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C. 15002(8)], which defines developmental disability in functional terms as follows:

#### ***(A) In General***

The term “developmental disability” means a severe, chronic disability of an individual that:

- (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (ii) is manifested before the individual attains age 22;
- (iii) is likely to continue indefinitely;
- (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) Self-care, (II) Receptive and expressive language, (III) Learning, (IV) Mobility, (V) Self-direction, (VI) Capacity for independent living, (VII) Economic self-sufficiency; and
- (v) reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

#### ***(B) Infants and Young Children***

An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

- Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

### **INDIVIDUAL WITH HANDICAPS [24 CFR 8.3]**

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

As used in this definition, the phrase:

- (1) Physical or mental impairment includes:
  - (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
  - (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- (2) *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (3) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- (4) Is regarded as having an impairment means:
  - (a) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
  - (b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
- (5) Has none of the impairments defined in paragraph (1) of this section but is treated by a recipient as having such an impairment.

## EXHIBIT 8: OWNERS

Owners play a major role in the TBRA Program by supplying decent, safe, and sanitary housing for Program Participants.

The term “Owner” refers to any person or entity with the legal right to lease or sublease a unit to a participant in the TBRA program. The term “Owner” includes a principal or other interested party, such as a designated agent of the Owner.

Owners have numerous responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease, and complying with various contractual obligations.

### OWNERS IN THE TBRA PROGRAM

#### ***Owner Recruitment***

TBRA Program Case Manager is responsible for ensuring that low-income families have access to all types and ranges of affordable housing in the TBRA Program Case Manager’s jurisdiction. A critical element in fulfilling this responsibility is for TBRA Program Case Manager to ensure that a sufficient number of Owners, representing all types and ranges of affordable housing in the TBRA Program Case Manager’s jurisdiction, are willing to participate in the TBRA program.

To accomplish this objective, TBRA Program Case Manager’s may need to identify and recruit new Owners to participate in the program.

#### ***Owner Responsibilities***

The basic Owner responsibilities in the TBRA program are outlined in the regulations as follows:

- Compliance with all of the Owner's obligations under the Rental Assistance Payments Agreement and the lease
- Performing all management and rental functions for the assisted unit, including selecting a Program Participant to lease the unit, and deciding if the Program Participant is suitable for tenancy of the unit
- Maintaining the unit in accordance with the inspection criteria, including performance of ordinary and extraordinary maintenance
- Complying with Equal Opportunity requirements
- Preparing and furnishing to the TBRA Program Case Manager information required under the Rental Assistance Payments Agreement
- Collecting the security deposit, the tenant rent, and any charges for unit damage by the Program Participant.
- Enforcing tenant obligations under the dwelling lease
- Paying for utilities and services that are not the responsibility of the Program Participant as specified in the lease
- Allow reasonable modifications to a dwelling unit occupied or to be occupied by a disabled person [24 CFR 100.203]
- Complying with the Violence against Women Reauthorization Act of 2013 (VAWA) when screening prospective tenants or terminating the tenancy of a family (see 24 CFR Part 5, Subpart L; 24 CFR 982.310(h)(4); and 24 CFR 982.452(b)(1)).

***Owner Qualifications***

The TBRA Program Case Manager does not formally approve an Owner to participate in the TBRA program. However, there are a number of criteria where the TBRA Program Case Manager may deny approval of an assisted tenancy based on past Owner behavior, conflict of interest, or other Owner-related issues. No Owner has a right to participate in the TBRA program.

***Owners Barred from Participation***

The TBRA Program Case Manager must not approve the assisted tenancy if the TBRA Program Case Manager has been informed that the Owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD may direct the TBRA Program Case Manager not to approve a tenancy request if a court or administrative agency has determined that the Owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

***Leasing to Relatives***

The TBRA Program Case Manager will not approve a tenancy if the Owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the Program Participant's family. The TBRA Program Case Manager may make an exception as a reasonable accommodation for a family member with a disability. The Owner is required to certify that no such relationship exists. This restriction applies at the time that the Program Participant receives assistance under the TBRA Program for occupancy of a particular unit. Current contracts on behalf of Owners and Program Participant that are related may continue, but any new leases or contracts for these Program Participants may not be approved.

***Conflict of Interest***

The TBRA Program Case Manager will not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of the TBRA Program
- Any employee of the TBRA Program, or any contractor, subcontractor or agent of the TBRA Program, who formulates policy or who influences decisions with respect to the programs
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
- Any member of the Congress of the United States
- HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. The TBRA Program Case Manager must submit a waiver request to the appropriate HUD office for determination.

Where the TBRA Program Case Manager has requested a conflict-of-interest waiver, the TBRA Program Case Manager may not execute the Rental Assistance Payments Agreement until HUD has made a decision on the waiver request.

**OWNER ACTIONS THAT MAY RESULT IN DISAPPROVAL OF A TENANCY REQUEST**

The TBRA Program Case Manager will refuse to approve a request for tenancy if any of the following are true:

- The Owner has violated obligations under a Rental Assistance Payments Agreement under Section 8 of the 1937 Act (42 U.S.C. 1437 (f));
- The Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

- The Owner has engaged in any drug-related criminal activity or any violent criminal activity;
- The Owner has a history or practice of non-compliance with the inspection criteria for units leased under the tenant-based programs, or with applicable housing standards for any other federal housing program;
- The Owner has a history or practice of failing to terminate tenancy of tenants of units assisted under any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  - Threatens the right to peaceful enjoyment of the premises by other residents;
  - Threatens the health or safety of other residents, of employees of the TBRA Program Case Manager, or of Owner employees or other persons engaged in management of the housing;
  - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
  - Is drug-related criminal activity or violent criminal activity
- The Owner has a history or practice of renting units that fail to meet state or local housing codes;
- The Owner has not paid state or local real estate taxes, fines, or assessment

In considering whether to disapprove Owners for any of the discretionary reasons listed above, the TBRA Program Case Manager will consider any mitigating factors. Such factors may include, but are not limited to, the seriousness of the violation in relation to program requirements, the impact on the ability of families to lease units under the program, health and safety of participating families, among others.

#### **LEGAL OWNERSHIP OF UNIT**

The TBRA Program Case Manager will only enter into a contractual relationship with the legal Owner of a qualified unit. No tenancy will be approved without acceptable documentation of legal Ownership (e.g., deed of trust, proof of taxes for most recent year).

#### **NON-DISCRIMINATION**

The Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability, in connection with any actions or responsibilities under the TBRA Program and the Rental Assistance Payments Agreement with the TBRA Program Case Manager.

The Owner must cooperate with the TBRA Program Case Manager and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the TBRA Program and the Rental Assistance Payments Agreement with the TBRA Program Case Manager.

See **Exhibit 5: Fair Housing and Nondiscrimination Requirements** for a more thorough discussion of Fair Housing and Equal Opportunity requirements.

#### **RENTAL ASSISTANCE PAYMENTS AGREEMENT**

The Rental Assistance Payments Agreement represents a written agreement between the TBRA Program and the Owner of the dwelling unit occupied by a TBRA-assisted family. The agreement spells out the

Owner's responsibilities under the program, as well as the TBRA Program Case Manager's obligations. Under the Rental Assistance Payments Agreement, the TBRA Program Case Manager agrees to make rental assistance payments to the Owner on behalf of the Program Participant approved by the TBRA Program Case Manager to occupy the unit.

When the TBRA Program Case Manager has determined that the unit meets program requirements and the tenancy is approvable, the TBRA Program Case Manager and Owner must execute the Rental Assistance Payments Agreement.

### ***Rental Assistance Payments Agreement***

During the term of the Rental Assistance Payments Agreement, and subject to the provisions of the Rental Assistance Payments Agreement, the TBRA Program Case Manager must make monthly rental assistance payments to the Owner on behalf of the Program Participant, at the beginning of each month. The rental assistance payments will be processed on the 1st of every month except when there is a holiday or a weekend. The payment will then, in these cases, be processed the next business day. If a lease term begins after the first of the month, the rental assistance payment for the first month is prorated for a partial month.

The amount of the rental assistance payment is determined according to the policies described in **Exhibit 2: Income and Subsidy Determinations** and is subject to change during the term of the Rental Assistance Payments Agreement. The TBRA Program Case Manager must notify the Owner and the Program Participant in writing of any changes in the rental assistance payment.

Rental assistance payments can be made only during the lease term, and only while the Program Participant is residing in the unit.

The monthly rental assistance payment by the TBRA Program is credited toward the monthly rent to Owner under the Program Participant's lease. The total of the rent paid by the Program Participant, and the rental assistance payment is equal to the rent to Owner as specified in the lease.

The Program Participant is not responsible for payment of the rental assistance payment, and the TBRA Program Case Manager is not responsible for payment of the family share of rent.

The Program Participant's share of the rent cannot be more than the difference between the rent to Owner and the rental assistance payment. The Owner may not demand or accept any rent payment from the Program Participant in excess of this maximum. The Owner may not charge the Program Participant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

If the Owner receives any excess rental assistance from the TBRA Program Case Manager, the excess amount must be returned immediately. If the TBRA Program Case Manager determines that the Owner is not entitled to all or a portion of the rental assistance payment, the TBRA Program Case Manager may deduct the amount of overpayment from any amounts due to the Owner, including amounts due under any other contract.

### ***Owner Certification of Compliance***

Unless the Owner complies with all provisions of the Rental Assistance Payments Agreement, the Owner is not entitled to receive rental assistance payments under the Rental Assistance Payments Agreement.

By endorsing the monthly check from the TBRA Program Case Manager, the Owner certifies to compliance with the terms of the Rental Assistance Payments Agreement contract. This includes the following:

- Certification that the Owner is maintaining the unit and premises in accordance with inspection criteria;
- The contract unit is leased to the Program Participant's family and, to the best of the Owner's knowledge, the Program Participant resides in the unit as the family's only residence;
- The rent to Owner does not exceed rents charged by the Owner for comparable unassisted units on the premises;
- The Owner does not receive (other than rent to Owner) any additional payments or other consideration for rent of the contract unit during the Rental Assistance Payments Agreement term.

### ***Late Rental Assistance Payments***

The TBRA Program Case Manager is responsible for making rental assistance payments promptly when due to the Owner, in accordance with the terms of the Rental Assistance Payments Agreement. After the first two calendar months of the Rental Assistance Payments Agreement term, the Rental Assistance Payments Agreement provides for late penalties if the TBRA Program Case Manager fails to make the rental assistance payment on time.

Penalties for late rental assistance payments can only be imposed if:

- 1) the penalties are in accordance with generally accepted local rental market practices and law governing penalties for late payment by tenants;
- 2) it is the Owner's normal business practice to charge late payment penalties for both assisted and unassisted families; and
- 3) the Owner charges the assisted family for late payment of the family's share of the rent.

The TBRA Program Case Manager is not required to pay a late payment penalty if HUD determines that the payment is late for reasons beyond the TBRA Program Case Manager's control. In addition, late payment penalties are not required if the TBRA Program Case Manager intentionally delays or denies payment as a remedy to an Owner's breach of the Rental Assistance Payments Agreement.

### ***Termination of Rental Assistance Payments***

The TBRA Program Case Manager must continue making rental assistance payments to the Owner in accordance with the Rental Assistance Payments Agreement as long as the Program Participant continues to occupy the unit and the Rental Assistance Payments Agreement is not violated.

Rental assistance payments terminate when the Rental Assistance Payments Agreement terminates or when the tenancy is terminated in accordance with the terms of the lease.

If the Owner has initiated eviction proceedings against the Program Participant and the Program Participant continues to reside in the unit, the TBRA Program Case Manager must continue to make rental assistance payments to the Owner until the Owner has obtained a court judgment or other process allowing the Owner to evict the Program Participant.

The Owner must inform the TBRA Program Case Manager when the Owner has initiated eviction proceedings against the family and the family continues to reside in the unit.

The Owner must inform the TBRA Program Case Manager when the Owner has obtained a court judgment or other process allowing the Owner to evict the Program Participant, and provide the TBRA Program Case Manager with a copy of such judgment or determination.

After the Owner has obtained a court judgment or other process allowing the Owner to evict the Program Participant, the TBRA Program Case Manager will continue to make rental assistance payments to the Owner until the Program Participant actually moves from the unit or until the Program Participant is physically evicted from the unit, whichever is earlier. The Owner must inform the TBRA Program Case Manager of the date when the Program Participant actually moves from the unit or the Program Participant is physically evicted from the unit.

***Breach of Rental Assistance Payments Agreement***

Any of the following actions by the Owner constitutes a breach of the Rental Assistance Payments Agreement:

- If the Owner violates any obligations under the Rental Assistance Payments Agreement including failure to maintain the unit in accordance with inspection criteria
- If the Owner has violated any obligation under any other Rental Assistance Payments Agreement under
- TBRA
- If the Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- For projects with mortgages insured by HUD or loans made by HUD, if the Owner has failed to comply with the regulation for the applicable program; or if the Owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan
- If the Owner has engaged in drug-related criminal activity
- If the Owner has committed any violent criminal activity

If the TBRA Program Case Manager determines that a breach of the Rental Assistance Payments Agreement has occurred, it may exercise any of its rights and remedies under the Rental Assistance Payments Agreement.

The TBRA Program Case Manager's rights and remedies against the Owner under the Rental Assistance Payments Agreement include recovery of any Rental Assistance Payments Agreement overpayment, suspension of rental assistance payments, abatement or reduction of the rental assistance payment, termination of the payment or termination of the Rental Assistance Payments Agreement . The TBRA Program Case Manager may also obtain additional relief by judicial order or action.

The TBRA Program Case Manager must notify the Owner of its determination and provide in writing the reasons for the determination. The notice may require the Owner to take corrective action by an established deadline. The TBRA Program Case Manager must provide the Owner with written notice of any reduction in rental assistance payments or the termination of the Rental Assistance Payments Agreement.

Before the TBRA Program Case Manager invokes a remedy against an Owner, the TBRA Program Case Manager will evaluate all information and documents available to determine if the contract has been breached.

If relevant, the TBRA Program Case Manager will conduct an audit of the Owner's records pertaining to the tenancy or unit.

If it is determined that the Owner has breached the contract, the TBRA Program Case Manager will consider all of the relevant factors including the seriousness of the breach, the effect on the Program Participant, the Owner's record of compliance and the number and seriousness of any prior Rental Assistance Payments Agreement violations.

***Rental Assistance Payments Agreement Term and Terminations***

The term of the Rental Assistance Payments Agreement runs concurrently with the term of the dwelling lease beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.

The Rental Assistance Payments Agreement and the rental assistance payments made under the Rental Assistance Payments Agreement terminate if:

- The Owner or the Program Participant terminates the lease
- The lease expires
- The TBRA Program Case Manager terminates the Rental Assistance Payments Agreement;
- The TBRA Program Case Manager terminates assistance for the Program Participant
- The Program Participant moves from the assisted unit. In this situation, the Owner is entitled to keep the rental assistance payment for the month when the Program Participant moves out of the unit
- 180 calendar days have elapsed since the TBRA Program Case Manager made the last rental assistance payment to the Owner
- The Program Participant is absent from the unit for longer than the maximum period permitted by the TBRA Program
- The TBRA Program Case Manager elects to terminate the Rental Assistance Payments Agreement
- Available program funding is not sufficient to support continued assistance for Program Participants in the program
- The unit does not meet HQS size requirements due to change in family composition
- The unit does not meet inspection criteria
- The Program Participant's family breaks up
- The Owner breaches the Rental Assistance Payments Agreement

If the TBRA Program Case Manager terminates the Rental Assistance Payments Agreement, the TBRA Program Case Manager will give the Owner and the Program Participant written notice. The notice must specify the reasons for the termination and the effective date of the termination. Once a Rental Assistance Payments Agreement is terminated, no further rental assistance payments may be made under that agreement.

In all cases, the Rental Assistance Payments Agreement terminates at the end of the calendar month that follows the calendar month in which the TBRA Program Case Manager gives written notice to the Owner. The Owner is not entitled to any rental assistance payment after this period, and must return to the TBRA Program Case Manager any rental assistance payment received after this period.

If the family moves from the assisted unit into a new unit, even if the new unit is in the same building or complex as the assisted unit, the Rental Assistance Payments Agreement for the assisted unit terminates. A new Rental Assistance Payments Agreement would be required.

When the Program Participant moves from an assisted unit into a new unit, the term of the Rental Assistance Payments Agreement for the new unit may begin in the same month in which the Program Participant moves out of its old unit. This is not considered a duplicative subsidy.

#### Change in Ownership / Assignment of the Rental Assistance Payments Agreement

The Rental Assistance Payments Agreement cannot be assigned to a new Owner without the prior written consent of the TBRA Program Case Manager.

An Owner under a Rental Assistance Payments Agreement must notify the TBRA Program Case Manager in writing prior to a change in the legal Ownership of the unit. The Owner must supply all information as requested by the TBRA Program Case Manager. The assignment will be approved only if the new Owner is qualified to become an Owner under the TBRA Program according to the policies in this chapter.

Prior to approval of assignment to a new Owner, the new Owner must agree to be bound by and comply with the Rental Assistance Payments Agreement. The agreement between the new Owner and the former Owner must be in writing and in a form that the TBRA Program Case Manager finds acceptable. The new Owner must provide the TBRA Program Case Manager with a copy of the executed agreement.

The TBRA Program Case Manager must receive a signed, written request from the existing Owner stating the name and address of the new Rental Assistance Payments Agreement payee and the effective date of the assignment in order to change the Rental Assistance Payments Agreement payee under an outstanding Rental Assistance Payments Agreement.

Within 10 business days of receiving the Owner's request, the TBRA Program Case Manager will inform the current Owner in writing whether the assignment may take place.

The new Owner must provide a written certification to the TBRA Program Case Manager that includes:

- A copy of the escrow statement or other document showing the transfer of title and recorded deed;
- A copy of the Owner's IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the social security number of the new Owner;
- The effective date of the Rental Assistance Payments Agreement assignment;
- A written agreement to comply with the terms of the Rental Assistance Payments Agreement; and
- A certification that the new Owner is not a prohibited relative.

If the new Owner does not agree to an assignment of the Rental Assistance Payments Agreement, or fails to provide the necessary documents, the TBRA Program Case Manager will terminate the Rental Assistance Payments Agreement with the old Owner. If the new Owner wants to offer the Program Participant a new lease, and the Program Participant elects to stay with continued assistance, the TBRA Program Case Manager will process the leasing in accordance with the policies in these Program Guidelines.

## EXHIBIT 9: CONFLICT OF INTEREST

In accordance with 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the City of Corona or Contractor who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

Upon the written request of the City of Corona, HUD may grant an exception to the Conflict of Interest provisions on a case-by-case basis when HUD determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the City's program or project. HUD will only consider an exception after the City has provided the following:

- (1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (2) An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.

In determining whether to grant a requested exception after the City has satisfactorily met the requirements above, HUD will consider the cumulative effect of the following factors, where applicable:

- (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
- (2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;
- (5) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (6) Any other relevant considerations.

## **EXHIBIT 10: COMPLIANCE WITH APPLICABLE LAWS, RULES & REGULATIONS**

The City and Contractor must act in accordance with the following applicable laws, rules, and regulations for HUD programs:

1. U.S. Department of Housing and Urban Development HOME Investment Partnerships Program Regulations at 24 CFR Part 92.
2. 24 CFR Part 1 and 6, Public Law 90-284, Fair Housing Act, the regulations issued following Title VI of the 1964 Civil Rights Act and Section 109 of the 1975 Housing and Community Development Act that prohibits discrimination in HUD programs based on sex, race, color, national origin, and religion and administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act.
3. 24 CFR Part 107 and 108, the regulations issued following Executive Order 11063 and Executive Order 12892 which prohibits discrimination and promotes equal opportunity in housing.
4. 24 CFR Part 24, the regulations that prohibit use of debarred or suspended contractors on federally assisted projects and Drug Free Workplace requirements; issued according to Executive Order 12459.
5. Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, regarding eligibility restrictions for certain resident aliens.
6. 24 CFR Part 58, the regulations prescribing the Environmental Review procedure under the National Environmental Policy Act of 1969.
7. 24 CFR Part 7 and 41 CFR Part 60, regulations on equal employment opportunity without regard to race sex, color, religion, age, national origin, and disability in federally assisted construction contracts.
8. 2 CFR Part 200, Uniform Administrative Requirements.
9. 24 CFR Part 87 and Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), regulations for restrictions on lobbying and required certifications.
10. 36 CFR Part 800, the regulations outlining the procedures for the protection of historic and cultural properties.
11. Age Discrimination Act of 1975 (42 U.S.C. 6101), the regulations that prohibit discrimination on the basis of age.
12. Chapters 81 and 84, of the Health and Safety Code; Title VIII, subtitle D of the Cranston-Gonzalez National Affordable Act of 1990, and 24 CFR Part 50.
13. Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), regulations and provision that requires compliance with all applicable standards, orders, or regulations issued following the rule.
14. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), the regulations on contracts for construction or repair awarded by Contractors shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
15. Executive Order 13170, regulations on increasing opportunities and access for Disadvantaged Businesses.
16. HUD requirements, all other required reports, circulars, and procedures when applicable.
17. National Affordable Housing Act (NAHA) PL 101-625.
18. National Flood Insurance Act of 1968, 24 CFR Part 55 under Executive Order 11988, the regulations for proposed projects and properties located in a floodplain.

19. 2 CFR 200, regulations that identify federal cost principals.
20. 2 CFR Part 200, regulations concerning annual audits.
21. Residential Lead Based Paint Hazard Reduction Act of 1992, the regulations implemented by 24 CFR Part 35, Subpart B imposes certain requirements on disclosure of lead base paint hazards.
22. Section 3 of the U.S. Housing and Urban Development Act of 1968 providing for economic opportunities for low and very low local residents in connection with assisted projects.
23. Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 40 and 41, the regulations that sets forth policies and procedures for the enforcement of standards and requirements for accessibility for disabled persons. The Architectural Barriers Act of 1968 and the American with Disabilities Act provide additional laws on accessibility and civil rights to individuals with disabilities.
24. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, policies that provide for displacement, relocation assistance, and real property acquisition as defined by 42 U.S.C. 4601 (URA) (42 U.S.C. 4601), and implementing regulations issued by the Department of Transportation at 49 CFR part 24 and section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)).
25. Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
26. 2 CFR 92.504(a) and 2CFR 92.504(d)(3) Administrative Transparency and Accountability through risk-based monitoring for all HOME funded activities and projects, including on-site monitoring schedules and financial oversight protocols for rental properties.
27. Violence Against Women Act Protections. The program regulations set forth in 24 CFR Part 5, subpart L, apply to all HOME tenant-based rental assistance and rental housing assisted with HOME funds, as supplemented by section 24 CFR 92.359, and the requirements imposed therein.

## EXHIBIT 11: CONTACT INFORMATION

City of Corona  
Karen Roper  
Homeless Solutions Manager  
400 S. Vicentia Avenue  
Corona, CA 92882  
951-739-4949  
[Karen.Roper@CoronaCA.gov](mailto:Karen.Roper@CoronaCA.gov)

Contractor  
Mercy House  
Patti Long, Associate Director  
PO Box 1905  
Santa Ana, CA 92702  
714-836-7188 X 104  
[pattil@mercyhouse.net](mailto:pattil@mercyhouse.net)

HOME Consultant  
LDM Associates, Inc.  
Program Monitor  
Sara Farrar  
909-476-6006  
[sfarrar@mdg-ldm.com](mailto:sfarrar@mdg-ldm.com)

**EXHIBIT “E”  
SHELTER OPERATIONS PLAN**

**[SEE ATTACHED SIXTY-ONE (61) PAGES]**

## EXHIBIT E



## Shelter Operations Plan

## Table of Contents

SECTION I. PURPOSE & INTRODUCTION .....	3
SECTION II. SHELTER ADMINISTRATION .....	3
A. Program Description .....	3
B. Admission Criteria and Procedures.....	11
C. Overflow Management .....	15
D. Exit and Re-Admission .....	15
E. Employment and Housing Navigator Services Policy.....	17
F. Daytime Program Policies .....	18
G. Navigation Center Program Policies .....	18
H. Continuum of Care Good Neighbor Community Policy .....	20
I. Shelter Advisory Board.....	23
J. Safety Policies.....	25
K. Security Plan.....	28
L. Health Policies .....	32
M. Food Policies .....	38
N. Transportation Policies .....	39
O. Financial Policies .....	42
Q. Non-Discrimination Policies .....	43
R. Confidentiality Policies .....	45
S. Grievance Policies .....	47
SECTION III. STAFFING AND MANAGEMENT PLAN.....	48
A. Staff Policies .....	48
B. Policies for Staff Training.....	49
C. Volunteer Policies.....	52
SECTION V. ATTACHMENTS.....	55

## SECTION I. PURPOSE & INTRODUCTION

The purpose of the Shelter Operations Plan (“SOP”) is to ensure that the City of Corona’s selected Operator uses a best practice model for operation of a low-barrier Emergency Shelter Program and Navigation Center.

Establishing a low-barrier Emergency Shelter Program and Navigation Center will meet critical needs of some of the most vulnerable homeless neighbors in the City of Corona, while also addressing a pressing social issue that is deeply impacting local businesses and residents within the City.

The Plan identifies emergency shelter and navigation services for homeless persons and best practices to maintain a safe and healthy environment for homeless clients and the community at large. The ultimate purpose of the program is to connect homeless persons to permanent housing opportunities and resources to maintain housing stability and self-sufficiency. Goals and guidelines of the Plan align with HUD’s Standards as well as the City of Corona Homeless Strategic Plan.

**As part of the RFP process, Applicants may propose changes to the SOP. Depending upon the nature of the proposed changes and the results of the RFP selection process, the City may accept or reject some or all of any changes proposed by an applicant.**

## SECTION II. SHELTER ADMINISTRATION

### A. Program Description

#### ***1. Population Served***

##### Emergency Shelter Program and Navigation Center Services

In order to meet the goal of the City of Corona Homeless Strategic Plan to “*Develop a low-barrier emergency shelter and navigation center*” the proposed program will initially serve 30 single adult male clients and 5 single adult females while providing access to a wide range of programs and supportive services at an on-site Navigation Center. To ensure that the shelter will meet the needs of the community in serving chronic and vulnerable homeless people, clients will be admitted with minimal, “low-threshold” requirements so that chronic and vulnerable homeless individuals can easily enter and remain in shelter until they can be connected to permanent housing. The shelter will also offer 5 beds of post-hospital recuperative care, in partnership with Corona Regional Medical Center and Centro Medico Community Clinic and have contingency plans to shelter 5 single adult females in the event of severe weather, Corona Police Department needs and other extenuating circumstances. Both the recuperative care and single adult female shelter beds will be provided in the private rooms in the center of the shelter leaving the east and west dorms for single adult males.

### Navigation Center

All guests of the Emergency Shelter Program will have access to supportive services provided through the Navigation Center. The Navigation Center will be comprised of public and private agencies providing multi-disciplinary services, including Centro Medico Community Clinic.

Initially, access to Navigation Center and Clinic services will be limited to authorized shelter guests, guests of the pilot transportation/meal service program, or permanently housed clients who are authorized to come to facility for supportive services. After successful program implementation, program analysis, and with written approval from the City of Corona, the Shelter Operator may be allowed to expand Navigation Center and Clinic services.

To manage the impact on the surrounding community, should the City of Corona approve expanded access to the Emergency Shelter/Navigation Center, the following policies will apply:

- ✓ City must approve any such change in writing
- ✓ Services will only be accessed by authorized agency referral and appointment only; no walk-ins or walk-outs will be allowed
- ✓ On-site partner agencies must be responsible for coordination of service appointments
- ✓ Depending upon the type of service, on-site partner agencies may be responsible for providing transportation options to and from the shelter for scheduled appointments
- ✓ Services will focus on homeless neighbors with ties to the City of Corona unless otherwise authorized by the City

### **2. Program Description**

The Emergency Shelter/Navigation Center is designed to provide crisis stabilization shelter and multi-disciplinary services to move individuals out of homelessness and into permanent housing opportunities.

### Access to safe shelter

The Emergency Shelter/Navigation Center will accommodate overnight sleeping for 30 single adult males per evening, 5 single adult females and 5 post hospital recuperative care beds. Access to the Emergency Shelter/Navigation Center is to be provided 24 hours a day, seven days a week, 365 days a year. In order to decrease the impact to the surrounding neighborhood, access to bed availability will be handled through a call center/bed reservation system. No walk-ins/walk-outs for the Emergency Shelter/Navigation Center or services will be permitted. The Shelter Operator will provide on-site staff to track daily bed inventory and communicate daily bed vacancies with authorized referral agencies and City staff.

### Length of Stay

There is no set minimum and the maximum length of stay will be consistent with the Corona Municipal Code, Section 17.04.244 which states the length of stay in emergency shelter shall be limited to 180 consecutive nights.

Each client will have an Employment and Housing Navigator supporting their progress toward stabilization. The program is designed to provide this support until a housing option becomes available. However, at any time, a client may be exited from the shelter for safety or shelter violations as outlined in the “Exit and Readmission Policies”. Consistent with national best practices and trends, the goal for length of stay should be 90 days or less. The Operator will maintain a report to account for clients with lengths of stay exceeding 90 days.

### Sleeping Areas

Beds will consist of single and/or bunk beds. Each client will be assigned a bed and bedding for the length of their stay. Additional beds, cots or mats will be available on site to accommodate overflow issues, special needs populations, and recuperative care clients.

Space will be divided to allow for separate sleeping areas for both men and women. Flexible sleeping space will also be provided for transgendered populations, those dealing with illness, in recuperative care, or for other special needs populations.

### Meals

Breakfast, lunch, dinner, and snacks will be provided for all clients in the central dining area. The Shelter Operator will include in their staffing plan, a qualified Cook and kitchen assistants to prepare on-site meals. The kitchen and dining hall may also serve as vocational training for clients of the program and may offer community volunteer opportunities. In addition, the shelter operator will be required to collaborate with faith agencies that used to serve meals in the parks. The day service meal program will be designed to move meal serving out of City parks and into the shelter facility.

### Hygiene Facilities

Hygiene facilities will be provided on-site including toilets, showers, and laundry facilities. Clients will be encouraged to utilize these facilities as daily resources to them. Toiletries will be provided by the Shelter Operator to clients as needed.

### Transportation

No walk-ins or unauthorized drop-offs will receive shelter or navigation center services. New clients and returning clients will receive direct transportation to and from the shelter daily. Dates and times for daily pick-ups are outlined in the "Transportation Policies. It is recommended that there be a minimum of two (2) designated locations that provide ample geographic range for those seeking shelter services in City of Corona as well as take into consideration community impact and safety considerations. Locations will be determined in collaboration with the Corona Police Department, the City's Community Services Department, and the City's Homeless Solutions Manager. Operator will only pick-up and drop-off clients at City's designated locations.

### Security

The Shelter Operator will follow policies and procedures that promote safety for clients, staff, volunteers, and the community and will create an atmosphere that promotes community safety with a goal to resolve issues before they escalate. The security plan will include a multi-faceted approach involving screening for sex offenders and open felony warrants, security searches upon entrance, confiscation of harmful contraband, trained security personnel providing around-the-clock indoor and outdoor coverage, security alarms, cameras, and lighting. Other program elements that will support security efforts include no walk-ins, no walk-outs, no unauthorized drop-offs, and no loitering policies.

### Storage

All clients will have access to personal storage space in the exterior lockers. Additionally, a refrigerated storage area will be available to clients with medication needs.

### Employment and Housing Navigation Services

Upon entering the shelter, each client will be assigned to an Employment and Housing Navigator. The primary function of the Employment and Housing Navigator is to work side-by-side with the client to create a pathway to employment (or disability income, if applicable) and permanent housing opportunities, with the ultimate goal of ending their homelessness within a 90-day timeframe and up to a 180-day timeframe if there are challenges with the housing market. Additionally, the Employment and Housing Navigator is to provide resources and support to the client during their stay, including encouragement to access any and all services provided at the Navigation Center. The Employment and Housing Navigator will ensure that appropriate clients are entered into the County's Coordinated Entry System (CES), as the first line of housing engagement. Additionally, all clients will be entered into the County's Homeless Management Information System (HMIS).

Together, the Employment and Housing Navigator and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Employment and Housing Navigator will document the client's progress towards actions outlined in the Housing Plan.

### Daytime Program Activities

As a 24-hour Emergency Shelter/Navigation Center, the Shelter Operator will encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:

- Full access to service providers through appointments made at the Navigation Center
- Life skills classes and workshops
- Job training and workforce development
- Medical, Behavioral Health and Dental/Oral Care Services provided by Centro Medico Community Clinic
- Indoor and outdoor recreational activities including exercise classes
- Time with pets, assistance animals and service animals
- Other miscellaneous supportive services
- Access to onsite computer lab and study area

### **3. Services Provided**

The Emergency Shelter/Navigation Center should incorporate a combination of multi-disciplinary supportive services aimed at crisis stabilization and creation of pathways into permanent housing. The table on the next page will provided an overview of the vision for the services to be provided at the Navigation Center.

Service	Location	Provided by Shelter Operator or Service Partner(s)
1. Intake/Assessment/Case Management/Employment and Housing Navigation	Emergency Shelter/Navigation Center	Shelter Operator
2. Crisis Evaluation and Behavioral Health Services	Emergency Shelter/Navigation Center	Centro Medico Community Clinic & County Partners
3. Recreational Services	Emergency Shelter/Navigation Center	Shelter Operator
4. Domestic Violence Services	Emergency Shelter/Navigation Center	Domestic Violence Partner
5. Shelter Beds on Site	Emergency Shelter/Navigation Center	Shelter Operator
6. Medical Services including Post-Hospital Recuperative Care	Emergency Shelter/Navigation Center	Centro Medico Community Clinic FQHC Partner
7. Transportation Services and Assistance	Emergency Shelter/Navigation Center	Shelter Operator/ Transportation Vendor
8. Computers/Email	Emergency Shelter/Navigation Center	Shelter Operator
9. Security	Emergency Shelter/Navigation Center	Shelter Operator/Private Security Vendor
10. Meals/Food	Emergency Shelter/Navigation Center	Shelter Operator/Faith-Based and Community Partners
11. Parking	Emergency Shelter/Navigation Center	Shelter Operator
12. Homeless Prevention/Diversion Assessment and Referrals	Emergency Shelter/Navigation Center	Shelter Operator
13. Drug and Alcohol Supportive Services/Treatment (on/off site)	Emergency Shelter/Navigation Center	Centro Medico Community Clinic and County Partners
14. Crisis Evaluation – Referral Plan	Emergency Shelter/Navigation Center	Shelter Operator
15. Services for Veterans	Emergency Shelter/Navigation Center and Off-Site	Shelter Operator Partnership with County Veterans Service Office and VA
16. Commissary/Dining Hall	Emergency Shelter/Navigation Center	Shelter Operator
17. Life Skills Classes	Emergency Shelter/Navigation Center	Shelter Operator and Service Partners
18. Housing Assistance (PSH & TBRA)	Emergency Shelter/Navigation Center	City Resources, County & Nonprofit Partners
19. Laundry	Emergency Shelter/Navigation Center	Shelter Operator
20. Shelter Guest Storage	Emergency Shelter/Navigation Center	Shelter Operator
21. Pet, Service Animal and Assistance Animal Services	Emergency Shelter/Navigation Center	Shelter Operator/ Service Partners

#### **4. Coordinated Entry System Integration**

The Emergency Shelter/Navigation Center will serve as a designated “Entry Point” to Corona’s homeless system of services. The Shelter Operator will include in its staffing plan, designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Additional staff will be trained to complete on-site VI-SPDAT (Vulnerability Index – Service Prioritization Decision Assistance Tool) assessments and referrals to the County’s Coordinated Entry System. Employment and Housing Navigators will also assist Emergency Shelter/Navigation Center clients to obtain the necessary IDs and vital documentation to move forward in their housing connection process.

#### **5. Target Goals/Expected Outcomes**

The target goals and expected outcomes for the Emergency Shelter/Navigation Center will adhere to guidelines and expectations set forth by the City of Corona Homeless Strategic Plan.

The Emergency Shelter/Navigation Center should not be regarded as a singular program rather a complete system of services to reduce the number of persons who experience homelessness in Corona and an increase in permanent housing placements for chronically and situationally homeless individuals.

**Indicators for measuring effective system performance include the following key considerations:**

Reduction in First Time Homeless

Are fewer people experiencing homelessness for the first-time? Are only persons who have no safe, appropriate housing option being admitted to shelter?

Overall Reduction in Number of Persons Who Experience Homelessness

Are overall rates of homelessness declining? Is street homelessness declining? Is chronic homelessness declining?

Reduction in the Length of Time Homeless

Do people stay homeless for shorter periods of time? Are the homeless quickly connected to permanent housing? This can also measure efficiency related to turnover of beds which is essential to meet system demand for the Emergency Shelter/Navigation Center.

Successful Resolution of Housing/Homeless Crisis

Do people resolve their housing/homeless crisis successfully by maintaining/obtaining permanent housing? Are people successfully connected to community-based supports?

Reduction in Recidivism (subsequent return to homelessness from permanent housing)

Are repeat occurrences of homelessness avoided or declining?

## 6. Program Layout

The following components should be considered in program layout for the Harrison Emergency Shelter and Navigation Center:

- **Shelter Sleeping Areas**
  - *East and West Dorms for Single Males*
  - *Recuperative Care Private Rooms in Center of Shelter*
  - *Single Females in Private Rooms in Center of Shelter to address severe weather, PD need or other extenuating circumstances*
- **Medical Wing on East Side of Building**
  - *Medical Services*
  - *Behavioral Health Services*
  - *Dental/Oral Care Services*
  - *Specimen Collection Restroom*
  - *Clinic Check-In Area*
  - *Staff Break Room (to be shared by Operator and Clinic staff)*
- **Dining/Commons/Overflow Area**
  - *Dining Room*
  - *Commons/Overflow*
- **Security Offices/Stations**
  - *Main Security Office or Workstations*
- **Site Administration and Operations Offices**
  - *Including Records/Files Room*
- **Intake and Entry Areas**
  - *General Intake & Concierge*
  - *Service Desk*
- **Success Center**
  - *Workforce Development*
  - *Life Skills Training*
  - *Other supportive services and training*
- **Restroom and Shower Areas**
  - *Client Restrooms/Shower*
  - *Staff Restrooms*
- **Laundry Facilities**
  - *Client (Personal) Laundry*
  - *Staff (Bedding/Linens) Laundry*
- **Kitchen**
  - *Walk-In Freezer*
  - *Walk-In Refrigerator*
  - *Commercial Refrigerators*
  - *Icemaker*
  - *Pantry*

- **Offices**
  - *Conference/Meeting Rooms*
  - *Supportive Services*
- **Other Indoor Areas Include:**
  - *Recreation Room:*
  - *Computer Lab/Study*
  - *Staff Break Room (in clinic wing of building)*

In addition, the conceptual site would *also* feature the following:

- **Outdoor Facilities/Areas**
  - *Client Storage Lockers*
  - *Bike Rack Area*
  - *Dog Run*
  - *Outdoor Commons*

## **B. Admission Criteria and Procedures**

### ***1. Client Rules and Guidelines***

A prospective client must be able to perform all aspects of their care, follow all Harrison Emergency Shelter and Navigation Center rules and maintain appropriate behavior with consideration for all other clients of the shelter. All clients must review and sign a copy of a "Shelter Rules" document prior to entry. Intake staff will assist any and all clients who may have difficulty understanding or reviewing the rules.

The Shelter Operator must structure program rules to serve Corona's homeless neighbors who have documentable ties to the City of Corona. The Shelter Operator and authorized referral agencies will be required to verify documentable ties to the City of Corona using the following criteria:

- ✓ Driver's License or California ID
- ✓ City Library Internet Card or Library Book Card
- ✓ Bank Statements
- ✓ Car Registration
- ✓ HMIS record of prior services in City
- ✓ City Net prior outreach interactions will confirm documentable ties to City
- ✓ Corona PD prior calls for service, outreach, or enforcement will confirm documentable ties to City
- ✓ Children are enrolled in City schools
- ✓ They or a member of the household are employed in the City
- ✓ They or a member of the household graduated from a City high school
- ✓ Other documentation that demonstrates a last permanent address in City
  - Previous Utility Bill
  - Previous Rental Agreement
  - Other bills or documents with City Address
- ✓ Faith Based or Community Based Partner verification of prior services in City
- ✓ County Agency verification of prior services in City

Only the City of Corona Police Department or authorized City staff may allow the Shelter Operator to waive the ties to the City requirement. Justification for waivers include compliance with Martin v Boise and/or other requirements and priorities deemed appropriate by the City of Corona.

## ***2. Identification Requirements***

A form of official identification is required to verify identity; however, a client will not be denied access to shelter services without one so long as Corona PD can verify identity so Operator can screen for open felony warrants and sex offender status. Employment and Housing Navigators will assist clients in obtaining a California ID, providing each client with a no-cost ID voucher.

Additionally, all Emergency Shelter/Navigation Center clients will receive a shelter-specific identification card upon entering the shelter that will be used for readmission throughout the duration of their stay.

## ***3. Screening Requirements***

The Shelter Operator will be required to screen clients for open felony warrants and Penal Code Section 290 status. Screening will take place prior to arrival at the facility as part of the bed reservation system. No potential clients with open felony warrants or individuals validated on the Megan's Law sex offender registry will be allowed to access the shelter property. The Shelter Operator will utilize the following weblinks to screen clients for 290 status and open felony warrants:

<https://www.meganslaw.ca.gov>

<http://public-access.riverside.courts.ca.gov/OpenAccess/>

## ***4. Bed Reservation System***

To minimize neighborhood impact, all clients seeking access to the Emergency Shelter/Navigation Center must be referred through the City of Corona Police Department, City of Corona staff, City Net, and the Shelter Operator (hereinafter referred to as authorized referral agencies). To facilitate the referral process, the Shelter Operator will use a designated Intake and Bed Reservation Hotline (hereinafter referred to as "hotline"). The City of Corona may also add additional authorized referral agencies and partners.

A prospective client must be screened through the authorized referral agencies who will contact the hotline and conduct an initial phone intake process. Clients will be screened for diversion and/or homeless prevention services. If they have an alternate, habitable location where they may stay, they will be diverted from occupying a shelter bed until their resources have been exhausted.

Clients meeting eligibility requirements will be assigned a bed reservation number and given instructions on transportation shuttle options and designated arrival time.

***5. The Shelter Operator will be required to manage and update a designated system for capturing bed inventory, reservations, and vacancies***

New clients will be screened using the phone intake system and provided a reservation number, bus and/or shuttle pick up time and location.

Beds will be assigned based on availability and eligibility results. As instructed, authorized clients should arrive at the designated bus and/or shuttle pick up location or at the shelter through their own transportation. Those who do not arrive at the designated time without communicating previous arrangements will forfeit their bed for the night.

Security staff will be assigned to the bus and/or shuttle pick up location with a list of eligible clients, which have been prescreened for sex offender or open felony warrants. The bus will transport clients directly to the Emergency Shelter/Navigation Center site.

Clients will not be allowed to loiter in the neighborhood surrounding the Emergency Shelter/Navigation Center facility or the bus and/or shuttle pick up locations at any time. There will be strict enforcement of shelter client contract rules which could result in permanent exit from the facility if not followed. Drop-off/pick-up locations are an extension of the shelter and thus any violation such as loitering constitutes a violation of the shelter rules which will be strictly enforced. Operator/Security will conduct random daily checks of 1 mile radius to shelter and drop-off/pick-up locations to enforce shelter rules and avoid loitering and homeless congregations.

Upon arrival, clients will go through a security screening process and work with an Intake and Admissions Coordinator to be informed of rules and regulations of the Emergency Shelter/Navigation Center, complete necessary intake paperwork and obtain a shelter ID card.

***6. Day Leave and Returning Clients***

A morning shuttle will be available to clients who have a desire to leave the facility during the day for employment or personal appointments.

Clients who leave the program during the day may return via the transportation shuttle to ensure that their beds remain claimed.

Clients arriving later due to special circumstances such as employment or discharge from the hospital, must communicate with their Employment and Housing Navigator their anticipated arrival time. No client will be allowed into the shelter after 10:00 PM except for valid reasons requested by Corona PD, Corona City staff, approvals by Employment and Housing Navigators, and/or the shelter bed reservation staff. Failure to comply with protocols could result in client forfeiture of their bed reservation.

Clients who are unable to meet the evening shuttle must arrange alternate transportation to the shelter site, no later pickups will be provided. Alternate transportation must be authorized by the shelter operator.

### **7. Hours of Operation**

The Emergency Shelter/Navigation Center will be open 24 hours per day, 7 days per week, 365 days per year. These hours of operation will be in effect seven days per week, every week regardless of holidays or weather. The following is a **sample schedule**. Operator will submit a final/proposed schedule to the City of Corona for approval.

5:00 AM	Early Wake Up Call
5:00 AM-8:00 AM	Breakfast served
6:00AM	First bus/shuttle for morning drop-offs
7:00 AM	Second Wake Up Call
8:00AM-8:00PM	Navigation Center open
8:00 AM-10:00 PM	Commons Area open
8:00 AM-6:00 PM	Recreation Room/Recreation Areas open
8:00 AM- 10:00 PM	Pet Kennel and Dog Park/Run open
9:00 AM	Sleeping Area closed (until 6:00 PM)
10:00 AM	Second (final) bus/shuttle for morning drop-offs and day-service meal pick-ups
10:00 AM – 5:00 PM	Centro Medico Community Clinic Services
10:00 AM- 4:00 PM	Computer/Technology Lab open (by appt only)
11:00 AM-1:00 PM	Lunch served
3:00 PM-4:00 PM	Snack served
4:00PM	First bus/shuttle for evening pick- ups and day-service meal drop-offs
6:00 PM	Sleeping Area open
6:00 PM-9:00 PM	Dinner served
7:00 PM	Second bus/shuttle for evening pick- ups and day-service meal drop-offs
10:00 PM	Lights Out in Sleeping Areas

## **C. Overflow Management**

### ***1. Coordinated Service Delivery Plan***

It is anticipated that in the early stages of operation, need and demand will outweigh the capacity of the 40 bed Round Emergency Shelter Program. Therefore, it is imperative that a Coordinated Service Delivery Plan be implemented that includes coordination of the following diversion and redirection strategies:

#### Homeless Diversion

The Shelter Operator will include homeless diversion screening at intake to ensure that those with alternative resources will not be accessing the homeless system. The Shelter Operator will either provide themselves or partner with an agency that can offer successful diversion assistance.

#### Coordination with Transitional and Bridge Housing providers

The Shelter Operator will work with service providers with Transitional and/or Bridge Housing vacancies. This form of housing will be utilized by returning clients who have been matched with a housing opportunity and will soon move into permanent housing. This strategy will increase the Emergency Shelter/Navigation Center bed turnover rate as clients are successfully matched to alternate housing opportunities.

### ***2. Overflow Policies***

The Bed Reservation System is designed to prevent and minimize overflow and capacity issues for the shelter. A daily bed utilization count will ensure that the 40-bed capacity will be fulfilled each evening, as need for beds persist.

In the event of a community-wide natural disaster or in extreme weather situations deemed so by state, county, or city authority, the shelter will maintain a “no walk-up” policy. However, the following option could be utilized by the Operator:

- Utilize alternative locations (churches) for additional beds that may accommodate homeless without a bed reservation during inclement weather or disaster. Option has budget implications/funding considerations
- Work with City to develop shelter bed expansion strategies in compliance with occupancy standards and Fire Codes

## **D. Exit and Re-Admission**

### ***1. Exit and Readmission Policies***

Clients will be considered to have exited the program when they voluntarily leave or are exited from the shelter for safety or continual shelter violations or find alternate housing.

When a client exits of their own volition or is exited for shelter violations, the client may contact the admission hotline to screen for readmission eligibility after the time designated by staff (on average after 30 days).

Length of exit for safety violations will depend on the severity of the infraction.

The Shelter Operator should be balanced in their approach to program exits and readmission policies as it pertains to rules violations and infractions. Such policies should include considerations to maintain a safe and effective facility, safety for clients, volunteers, staff, and the surrounding neighborhood as well as demonstrate compassion toward homeless individuals who face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation.

It is recommended that Infractions be subdivided in a Multi-Tiered System based on the perceived impact of the infraction. Consequences for each tier level should be fitting and just for the level of the infraction and its perceived impact on the wellbeing of stakeholders.

As an example, a Tier 1 level may include “Basic Program Guideline Infractions” such as smoking in the bathrooms, not leaving sleeping area on time in the morning, cutting in line, etc. Tier 2 may include “Moderate Infractions” such as possessing marijuana or alcohol on site, client fighting (minor scuffles), disrespect toward volunteers, etc.

For disobedience of rules in Tier 1 or Tier 2 there will be increasing enforcement actions including verbal warnings and write-ups. After a compounded number of infractions in these tier levels, a client may be asked to leave, and staff will determine and give them the designated time line for which they can be readmitted.

Infractions at the Tier 3 level would be “Major Infractions” that include illegal drug use or possession, violent attacks/fights, possession of weapons, etc. The Shelter Operator will maintain a zero-tolerance policy towards violence, sexual misconduct, other criminal activity, and drugs and medications used or possessed beyond the scope permitted in the “Health Policies”. These behaviors, when substantiated, are punishable by immediate expulsion upon first offense and a *minimum of 30 days* expulsion prior to readmission.

Clients who use the facility, programs, and services in violation of a specific rule will be obliged to adhere to those consequences. The consequences may also be subject to intervention by law enforcement, and if necessary, prosecution up to the limit of the law.

## **2. Exit Procedures**

When a client is asked to exit due to disobedience of rules, violence, or criminal activity, security will escort the person off the property and those exited will be transported to a self-directed location out of the surrounding area.

### **E. Employment and Housing Navigator Services Policy**

Upon entering the shelter, each client will be assigned to an Employment and Housing Navigator. The primary function of the Employment and Housing Navigator is to work side-by-side with the client to create a pathway toward permanent housing opportunities, with the ultimate goal of ending their homelessness within a 30-day timeframe. Additionally, the Employment and Housing Navigator is to provide resources and support to the client during their stay, including encouragement to access any and all services provided at the Navigation Center.

The Employment and Housing Navigator will ensure that all clients have a complete assessment and are entered into the Coordinated Entry system, as the first line of housing engagement. Employment and Housing Navigators will assist Emergency Shelter/Navigation Center clients obtain the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry Module. Shelter Operator will also use City's HOME funding for Tenant-Based Rental Assistance and the 5<sup>th</sup> Street Permanent Supportive Housing units to increase housing placements for homeless with documentable ties to Corona.

Together the Employment and Housing Navigator and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Employment and Housing Navigator will document the client's progress towards actions outlined in the Housing Plan. Additionally, Employment and Housing Navigators will work with clients to provide referrals to services in the Navigation Center or any community referrals, as necessary.

#### **1. Documentation of Employment and Housing Navigation Services and Data Security Policies**

Employment and Housing Navigators will keep case notes in both hard copy paper files and in the HMIS database to track every client's progress and participation in the Emergency Shelter/Navigation Center. These files are also used to track the resources and referrals given, support rendered, and any infractions the client may accrue. Outcomes are recorded at exit and throughout participation in the program. Paper files will be stored in a secure, locked location only accessible by necessary staff.

The Shelter Operator will use HMIS as its primary database and ensure that every client completes and signs a Riverside County HMIS Client Consent Form upon entry into the program. Intake Specialists and Housing and Employment Navigators will ensure collection of all HUD Data standards as required by the HMIS system and well as the City of Corona Homeless Strategic Plan Performance Measures.

The Shelter Operator will have a policy restricting computer access records and client information to authorized staff. All database and HMIS access will require passwords by authorized users.

Disclosure of client information to other social service agencies may be permitted only with the client's written consent. City Net and City of Corona Homeless Solutions staff should be listed on release of information forms to facilitate case conferencing and support of client Housing Plans. Disclosure of records relating to clients may be released without client consent in certain circumstances as required by law.

## **F. Daytime Program Policies**

Clients that are participating in the Emergency Shelter/Navigation Center may, but are not required to, leave the facility during the day. The Shelter Operator will make every good-faith effort to encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Access to bed areas will be limited throughout the day to encourage clients to become active participants of the Emergency Shelter/Navigation Center.

Two morning shuttle times will be available to clients who desire to leave the facility for work or personal appointments, one at \_\_\_\_AM and one at \_\_\_\_AM.

If not utilizing the morning transportation services, clients are encouraged to stay at the facility. Clients will have access to daytime services through the Navigation Center's partner organizations and will be able to meet with their assigned Employment and Housing Navigator on a weekly basis or as may be needed. They will also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to use the facility's recreational areas, lounge, computer lab, and designated outdoor spaces.

## **G. Navigation Center Program Policies**

### **1. Navigation Center Clients**

Access to the Navigation Center will be limited to clients and/or graduates (who stayed at shelter, remained in compliance, and graduated to other shelter/housing). However, if so agreed upon, in writing, by Shelter Operator and City of Corona, access to the Navigation Center may be broadened to include other homeless populations. Clients who are only accessing services through the partner organizations will only be permitted on facility grounds with a set

appointment. This includes Corona homeless clients being served by Centro Medico Community Clinic. Navigation Center clients will not be permitted to loiter on the grounds, nor will they be permitted to access shelter areas including the lounge, bed areas, dining halls or recreational areas. With the exception of the day shuttle/meal service program funded by the City of Corona, transportation to and from the Navigation Center for these clients must be provided and coordinated by the service partner organizations.

As with Emergency Shelter/Navigation Center clients, Navigation Center clients are expected to follow all Navigation Center rules and maintain appropriate behavior with consideration for all other clients of the shelter. Rules of the Navigation Center will prominently be displayed in lobby waiting areas. Those in violation of these rules will be exited from the site, suspended, or terminated from receiving services depending on the severity of the offense.

## ***2. Lead Agency Protocols***

The role of the Shelter Operator is not to provide all of the supportive services offered at the Navigation Center but to recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to Emergency Shelter/Navigation Center clients.

The Shelter Operator will work collaboratively with the City of Corona Homeless Solutions staff to recruit public and private service providers. The Shelter Operator will maintain service provider room reservation schedule and ensure the day-to-day operational functions of the Navigation Center.

The Shelter Operator should ensure that the Navigation Center has flexible hours to allow clients to come before or after work, or alternatively, on the weekends. The Shelter Operator will also engage participation in and facilitate quarterly meetings of the Service Partner Advisory Board.

## ***3. Requirements for Service Provider Partners***

All service providers who desire to offer direct services at the Navigation Center will complete an interest application and will be required to enter into a formal Memorandum of Understanding (MOU) with the Shelter Operator to participate.

Responsibilities of the Service Provider Partners will include, but are not limited to:

- Set and maintain their own appointment schedule with clients
- Provide non-shelter guest clients will access to transportation to fulfill their scheduled appointments, if needed
- Ensure that all clients are aware of Navigation Center rules and enact appropriate enforcement of client shelter rules for their clients if and when necessary
- Agree to share service output and outcome information

- Communicate room reservation conflicts with Shelter Operator in advance
- Respect, maintain and keep clean all areas of the Navigation Center
- Respect and cooperate with Shelter Operator staff, other service providers and clients
- Participate in quarterly Service Partner Advisory Board meetings and provide input to the improvement of the Emergency Shelter/Navigation Center
- Screen clients for eligibility (no clients with sex offenses or open felony warrants will be allowed on-site)

## **H. Continuum of Care Good Neighbor Community Policy**

### ***1. Communication and Coordination with Neighborhood Businesses and Public***

The Shelter Operator is expected to communicate with business neighbors on an ongoing basis. As part of this commitment, prior to commencement of any services at the Emergency Shelter/Navigation Center, the Shelter Operator will work with City staff to facilitate Community Forums, as needed. These Community Forums will provide opportunities to answer any questions members of the surrounding community might have on the operation of the Emergency Shelter/Navigation Center. The Shelter Operator will provide information to the public including operational design and when services will begin.

A public inquiry phone number and contact information will also be posted. Community stakeholders may call this number for information about the shelter/navigation center or to have any questions answered. The phone number will be retained as a resource for community members while the shelter is up and operational. All community complaints and/or inquiries about the Emergency Shelter/Navigation Center will be recorded and forwarded to the appropriate staff for prompt investigation. The Shelter Operator will be fully committed to an appropriate customer service response and will consider the resolution of community complaints a high priority.

The Shelter Operator will also create and maintain a program website that will include important information for community stakeholders and clients alike. The website will include a “Frequently Asked Questions” section which will help to provide instant answers to community concerns. Additionally, the website will include a digital copy of the Shelter Operator’s “Good Neighbor Community Policy” and “Shelter Operations Plan”.

Visits by members of the community and tours of the facility will be available by scheduling an appointment with Shelter Operator Staff.

The Shelter Operator will have program brochures available on-site as well as disseminate these resources to groups throughout the community. Information on the brochures will highlight the various services at the facility as well as criteria for admission and eligibility. Volunteer, in-kind and donation opportunities will also be listed for those who wish to support the program.

The Shelter Operator will work directly with the City of Corona Homeless Solutions staff on any media inquiries and allow the City to decide who will take the lead on responses to the media.

## ***2. Communication and Coordination with Local Police and Fire Departments***

The Shelter Operator will be committed to communicating and working collaboratively with the City of Corona Police and Fire Departments as may be needed. The intention of the Shelter Operator should be to act as self-sufficiently as possible and minimize the shelter's impact on the City's Police and Fire Departments. This includes ensuring that program staff and security staff are trained to properly manage and respond to an array of difficult situations that may occur at shelter.

The Shelter Operator will provide an array of services and support that will be beneficial to the City's Police and Fire departments. These services include, but will not be limited, to:

- Security staff stationed both on-site and at bus/shuttle locations
- On-site Medical facilities to respond to medical needs of the clients
- Accepting referrals from Corona PD 24/7 so long as beds are available
- Staff Neighbor Patrol will monitor surrounding area to control issues of loitering, abandoned property, and other blight
- Training opportunities on mental illness, homeless sensitivity, or other topics of interest to supplement existing department trainings
- Direct referral access to the Coordinated Entry System to assist Corona PD to connect homeless individuals with housing opportunities
- Statistical reports on number of clients served, length of stay and/or demographic information. All such data requests will be coordinated through the City's Homeless Solutions staff

Additionally, the Operator will meet with Corona PD Homeless Outreach & Psychological Evaluation (HOPE) Team Officers and other Corona PD representatives as may be needed. Initially, it is suggested to meet once a month when shelter opens. Corona PD will have the ability to bring forward operator non-performance directly to the City of Corona Homeless Solutions staff in the City Manager's Office.

### ***3. Communication and Coordination with City, County, and Service Providers***

Operation of the Emergency Shelter/Navigation Center will be for the public good and to move Corona's system of services forward. As such, successful implementation of the Emergency Shelter/Navigation Center will require the partnership of various stakeholders including the City, County and other Service Providers.

The Shelter Operator will be committed to working cooperatively with numerous other service providers, community, and government organizations to serve the needs of the homeless population in the City of Corona.

In order to effectively manage and operate a robust Navigation Center that provides an array of services for the shelter clients, the Shelter Operator must demonstrate a strong history of collaboration and willingness to engage other service providers.

Additionally, the Shelter Provider will be responsive to and provide support to City of Corona in relation to the outcomes and operation of the program.

### ***4. Policies for Community Involvement***

The Shelter Operator will be committed to active participation in City community events. To the extent reasonable and feasible, representatives of the Shelter Operator will attend meetings of the City of Corona Homeless Strategic Plan Working Group, Continuum of Care meetings, Chamber of Commerce meetings, and other community meetings, as requested.

Additionally, the Shelter Operator may sponsor special events, such as community resource fairs, which will include the community and the neighborhood on various occasions.

### ***5. Policies for Neighborhood Patrol***

A staff led Neighborhood Patrol will assemble weekly to monitor a 1-mile radius around the shelter perimeter. The role of this patrol group is to identify and address issues, to engage with neighbors and enhance safety and cleanliness of the immediate vicinity.

Additionally, they will prevent and control issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log will be kept of the weekly patrols. The following actions will be completed by the Neighborhood Patrol:

- All litter and trash items will be removed from the area and properly disposed of
- Clients found loitering will be issued a warning. Violations of this rule may cause a client to be exited from the facility
- Unauthorized parking of client vehicles in the neighborhood are subject to towing
- Shelter Operator will contact City designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property
- Shelter Operator will follow City codes for removing personal property found in surrounding area
- Shelter Operator will work with Corona PD and City Net to receive referrals from outreach and engagement activities to homeless in surrounding community such as parks, riverbed, etc.

## **I. Shelter Advisory Board**

A Shelter Advisory Board will be established and maintained to provide review of the operations of the Emergency Shelter/Navigation Center, enhance community relations, and bring information of any strengths and concerns from the neighborhood, local businesses, City and County entities, service provider partners and shelter clients about the operation of the Emergency Shelter/Navigation Center.

### **1. *Composition of Board***

The Shelter Advisory Board will be comprised of three distinct Boards representing different stakeholders and interests. The composition of these three boards will include:

#### Community Advisory Board

- Business Representatives
- Resident Representatives
- Faith-Based Organization Representatives
- Nonprofit Representatives
- County Representatives
- City of Corona Homeless Solutions
- Corona PD

Client Advisory Board (no membership limits)

- Open invitation to current shelter clients and graduates

Service Partner Advisory Board (no membership limits)

- Open invitation to all Navigation Center partners
- Centro Medico Community Clinic
- Corona Regional Medical Center

**2. Meeting Schedule**

All three Shelter Advisory Boards will meet quarterly (at minimum).

Ad Hoc meetings will be convened as necessary and provide a way for any member to agendaize issue and provide a mechanism to call a special meeting.

**3. Accountability and Grievance Process and Policies**

In addition to providing input to the operation of the Emergency Shelter/Navigation Center, the Shelter Advisory Boards are also tasked with the on-going review of the Shelter Providers ability to effectively administer its Operational Plan and Good Neighbor Policies. In the event that a Shelter Advisory Board finds concerns over the Shelter Operator's implementation of the program, the following processes and policies will be enacted to allow the Shelter Operator to make corrective actions toward such grievances:

- 1) Once a grievance has been filed, Shelter Operator and Advisory Board will create, at the meeting in which the grievance is filed, an action-plan to resolve the issues by the next regularly scheduled Advisory Board meeting
- 2) At the next meeting, the action plan's outcomes will be reviewed to determine if the issue has been resolved
- 3) If the issue has not been resolved, but the Shelter Operator has provided evidence of a good faith effort to follow the course of actions outlined on the plan, they will be given an additional 90-days to enact an alternative plan
- 4) If the issue has not been resolved and the Shelter Operator has not demonstrated or provided evidence of following the course of actions outlined in the plan, a formal complaint will be sent to the City of Corona Homeless Solutions for investigation and possible termination of the Shelter Operator Contract. The City of Corona shall have a plan for operation of the shelter if the shelter operator is terminated by the City of Corona, including failure to enforce plan components such as Good Neighbor Policy, bed reservation requirements, no walk-in/no walk-out policy, etc. The plan may include selecting the next eligible operator from the original operator RFP and/or entering into a sole source with a new operator, based on approval of City Council.
- 5) Additionally, Corona PD will have the ability to bring forward operator non-performance directly to the City of Corona Homeless Solutions Office.

## **J. Safety Policies**

### ***1. Facility Maintenance***

The Shelter Operator will maintain a schedule for regular facility maintenance and cleaning. The Shelter Operator will contract with a janitorial service or have staff provide daily cleaning services for all areas utilized by clients and weekly for office space and the Navigation Center.

Shelter Staff will rotate regular maintenance duties and inspections for minor repairs and replacements. Maintenance and cleaning forms are used to track completion of each task and reviewed monthly. The Shelter Operator will be responsible for staff training and performance in these duties.

The outside grounds will be incorporated into the maintenance schedule and rotation including cleaning of parking lot, landscape maintenance, maintenance and cleaning of sidewalks and patio areas, and checking of outside lights and furnishings. Graffiti will be reported to Program Manager for removal within 24 hours.

Need for repairs will be reported promptly by staff to the Program Manager. Minor repairs may be completed by staff as trained. Major repairs are reported to the Program Manager of the Shelter. Difficult repairs will be sent out to an approved list of vendors for bids, approval, and completion. Shelter Operator will comply with the terms and conditions of the lease agreement which will set forth responsibilities of the City and Shelter Operator.

The Shelter Operator will be committed to maintaining a pest free environment throughout the premises. As such, no food will be allowed in living areas of facility. Trash bags will be emptied daily in all areas. Inspection of client spaces and lockers will be conducted for any items that would attract pests. All staff will receive appropriate training for the identification of common pests as well as prevention and control measures. A Pest Control company will be contracted by the Shelter Operator and will come regularly to spray for bugs, check for infestation of pests, and perform other pest prevention or extermination treatments that will be seen on their visits or reported by staff.

### ***2. Fire and Earthquake Safety***

#### Evacuation Plan Clients

Shelter staff will be trained in protecting the safety of everyone in the facility. Staff will respond quickly and safely when an emergency, incident, or natural disaster occurs. Evacuation Routes and Exits will be posted in each major area of facility. An evacuation point outside will be designated.

In case of the need for evacuation, the present site lead during the emergency will notify all staff and clients to evacuate, call 911, and direct evacuation plan. Staff will be assigned to oversee the evacuation of clients in each work area. Staff will check client areas, assigns assistance to non-ambulatory and disabled persons, and leads clients to safety through the nearest safe evacuation exit. Staff will assemble clients outside at designated evacuation point, read bed list for attendance and search for any missing clients as safety conditions allow.

In case of fire these additional protocols will be completed:

- The Program Manager or lead staff member will pull the nearest fire alarm if it is not already sounding.
- While evacuating clients, staff will attempt to close all door(s), if safe to do so.
- Before exiting a room, the Program Manager or lead staff member will touch back of hand to the door to determine if the door is cool, then open it a crack, smell for smoke, and if deemed safe, open the door, and leave the building to the evacuation meeting point.
- If the door is hot, it is not opened, and staff will lead clients to leave via the nearest safe exit.
- Staff will locate and use appropriate fire extinguishers if safe to do so.
- When the Fire Department arrives, a staff person will speak to the officer in charge and give the officer a set of staff keys.
- Staff will contact the Program Manager or his/her delegate as soon as possible, if not on site.
- Staff will report incident and procedure in Critical Incident Report and staff shift notes as directed in shelter policy. All Critical Incidents must be immediately reported to City's Homeless Solutions staff.

If the weather is inclement and if the evacuation will not be short, staff will:

- Contact the Program Manager and City Homeless Solutions to identify evacuation locations and disaster team if assistance is needed for client shelter, meals, or services.
- Contact other Homeless Providers for services as needed.

For a false alarm or other short-term evacuation, staff will direct occupants back into the building once the Fire Department has authorized an "all-clear."

### ***3. Fire Prevention Procedures***

The Emergency Shelter/Navigation Center will be approved by the Fire Department for all fire codes, sprinklers, alarms, and exits prior to service implementation. Emergency lighting will be installed both inside the facility and outside on the grounds for safety and in compliance with all codes.

No smoking will be allowed inside or outside the building within 20 feet of doors. A smoking section will be designated, and a sign posted in the enclosed patio area.

### ***4. Fire Drills and Documentation***

Fire drills will be conducted at least quarterly. Documentation of fire drills will be kept for three years in Shelter Management Files.

### ***5. Fire Inspections and Extinguishers***

The most recent annual fire inspection will be posted in a designated area of the Emergency Shelter/Navigation Center facility and will be included in the Shelter Management files. Fire extinguishers will be hung in each area of the building as shown in facility plans and in evacuation plan. Fire extinguishers will be inspected and maintained per City of Corona Fire Department requirements. A certificate of the last most recent fire inspection will be posted in a visible designated area.

### ***6. Earthquake Safety***

Earthquake drills will be conducted quarterly by staff. The evacuation route and procedures may be the same as for other hazards. A client tally and search will be conducted once evacuation is conducted.

In case of an actual earthquake that causes damage to facility or grounds, the City of Corona Building Department will be called to inspect the facility as soon as safety permits. Clients will be evacuated from building and transported to other shelter as needed.

## K. Security Plan

The Shelter Operator will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.

### 1. Eligibility Screening

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property. Additionally, no felons with open warrants will be allowed to access the shelter property. Clients may only be referred by Corona PD, City Net or City Homeless Solutions staff. Clients must have documentable ties to the City of Corona unless a waiver is approved by the Corona Police Department or Homeless Solutions staff.

Operator will use the following screening methods:

- a. Screening for Sex Offenders: <https://www.meganslaw.ca.gov>
- b. Screening for Open Felony Warrants: <http://public-access.riverside.courts.ca.gov/OpenAccess/>
- c. Methods to Verify Ties to the City:
  - Driver's License or California ID
  - City Library Internet Card or Library Book Card
  - Bank Statements
  - Car Registration
  - HMIS record of prior services in City
  - City Net prior outreach interactions will confirm documentable ties to City
  - Corona PD prior calls for service, outreach, or enforcement will confirm documentable ties to City
  - Children are enrolled in City schools
  - They or a member of the household are employed in the City
  - They or a member of the household graduated from or attended a school in the City
  - Other documentation that demonstrates a last permanent address in City
    - i. Previous Utility Bill
    - ii. Previous Rental Agreement
    - iii. Other bills or documents with City Address
  - Faith Based or Community Based Partner verification of prior services in City
  - County Agency verification of prior services in City

## ***2. Secured Entrances***

All clients will be required to enter the shelter in a coordinated, peaceful fashion. Families will have a separate entrance for entering the shelter as well as separate sleeping areas.

All clients will present identification upon entry. Clients without valid California identification cards will be given supportive services to secure a valid identification card. Clients will also receive a shelter-specific ID to use for admission into the shelter during the duration of their stay.

All clients and their belongings will be checked by security personnel, utilizing security wands each time they enter and exit from the shelter and all contraband will be seized. Contraband items include but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

Clients will sign in upon entrance and sign out upon exit from the building.

## ***3. On-site Security Personnel***

The Shelter Operator will provide a sufficient number of trained security personnel to ensure the safety of clients and the surrounding neighborhood, 24 hours a day.

Security personnel will be on site at all times and will conduct security rounds of the facility, as necessary.

Security personnel will be stationed both inside and outside the shelter to ensure maximum coverage.

Security personnel will be accessible and visible to clients, and survey facility for any potential concerns. Staff and security will have communication with each other via portable electronic equipment.

Security personnel will carry non-lethal weapons such as mace, batons, and handcuffs. Security personnel will receive "Homeless Sensitivity Training" through the Shelter Operator's resources.

#### ***4. Security Alarms and Cameras***

The building will be equipped with security cameras inside and outside, and safety alarms. A staff member will monitor security through cameras at administrative office areas.

#### ***5. Security Lighting***

Security lighting will be used both inside and outside the facility to highlight entrances and parking lot. A staff person will escort any persons to parking lot or security gate after sunset.

#### ***6. Loitering Policy***

Clients will not be allowed to loiter in the surrounding neighborhood. Violations of this rule may cause a client to be exited from the facility. The Shelter Operator's Good Neighbor Community Policy will include regular checks of surrounding area to prevent and control loitering issues.

#### ***7. Deescalating Conflicts***

All employees will receive training in communication techniques that de-escalate confrontations.

#### ***8. Entrance and Exit Procedures***

All staff and clients will enter and exit through one main entrance and security check point. All areas of the building will be locked when not in use. The building will be zoned so that clients will only have access to the areas which they need. During sleeping hours clients will have restricted access to other areas of the building.

All clients will present identification upon entry and their person and belongings will be searched by security. They will sign in upon entrance and sign out upon exit from the building.

All clients will enter the property by bus/shuttle. Clients will be escorted from the designated parking lot area and bus/shuttle drop off area to the shelter entrance. Navigation Center clients will follow the same entrance procedures.

Clients with vehicles must go through the referral and screening process before they are authorized to drive to the facility and park in the shelter parking lot or on Harrison Street.

***9. Policy regarding storage of client's possessions***

All shelter residents will have access to limited personal storage space. Each client bed will be assigned a large storage locker for personal valuables.

A client storage log will be signed at each visit to the storage locker area. The storage area may be accessed, with staff supervision and only during assigned hours during the day.

All items will be stored for the length of the client's stay at the shelter. The right to store items may be revoked based on violation of rules and/or the management's discretion. Once a client has exited the shelter program, any personal effects may be stored for up to 7 days; after which, the property will be donated or disposed of. Clients who have exited from the shelter program must contact staff to set an appointment to collect their personal belongings.

In the event the client cannot come to retrieve their own property, they may name a proxy of their choosing to pick up their effects by filling out an Authorization for Release of Personal Property form. The client will be responsible for asking their designated contact person to retrieve property, if needed.

No contraband items may be stored at the shelter. Contraband items include but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

***10. Policy pertaining to authorized/unauthorized search of clients' property by staff***

The Shelter staff will have the right to inspect all storage areas to ensure compliance with contraband policies. Staff has the right to designate a period of time when a client will be ineligible for re-entry to facility if contraband is found. Length of ineligible time will be documented according to the "Exit and Readmission Policies".

When inspecting a client's possessions without them present, two staff persons will be responsible for the search. An Authorization Form will be signed by the client at time of entrance into facility when they place items into the storage area. When items are found in the client's possession that are not suitable for storage, clients can choose to have staff dispose of the item or client may store property off site premises at their own cost.

## ***11. Policy on Possession of Weapons On-Site***

No weapons or objects which can be used as weapons will be brought into the shelter. All of a client's belongings that they are carrying on-site will be searched upon entry and inspected for weapons and items that could be used as such. Anyone found with a weapon or dangerous material that can be used as a weapon will be asked to immediately leave the premises and neighborhood of the facility. Sharp objects such as tools or scissors will be stored in locked storage areas and not taken into shelter living areas.

All kitchen knives and sharp objects, hazardous materials, and cleaning equipment that could be used as a weapon will be kept in locked areas with only staff accessibility.

## ***12. Procedure for Contacting Police***

The intention of the Shelter Operator should be to act as self-sufficiently as possible and minimize the shelter's impact on the Corona Police Department. This includes ensuring that staff and security will be trained to properly manage and respond to an array of difficult situations that may occur at shelter.

In establishing a procedure for contacting police, the Shelter Operator will work cooperatively with Corona PD and the Homeless Solutions staff to establish shelter policies and procedures on how and when to contact police for conflict resolution, trespassing, theft, unruly behaviors, loitering around property, mental health evaluation, and emergencies.

Upon consensus, a 911 protocol will be established and followed. All staff members will be trained in these procedures. 911 may be called for any medical emergencies, violent behaviors that endanger others, and suicidal ideation.

## **L. Health Policies**

### ***1. Housekeeping Policy***

The Shelter Operator will commit to and understand the importance of maintaining hygienic, sanitary environments for the well-being of clients, volunteers, and staff. The Shelter Operator will maintain written, standardized housekeeping procedures. Each procedure will be designed for safety of staff and clients and for a consistent, high standard of housekeeping. Staff will be provided with training in these procedures, will be monitored in performance of the procedures, and evaluated in their effective use of them. Training may include education on any hazardous materials with which staff may come into contact when carrying out their assigned work tasks. The complete list of procedures will be included in a Shelter Policy and Procedures Manual and made available to all employees.

Outside janitorial staff may be contracted to assist in the maintenance and cleaning of the facility. Thorough daily cleaning of all client areas including living quarters, kitchen and dining areas, and common areas will be completed using institution strength anti-bacterial products.

Bathrooms, showers, and eating areas will be given priority attention. The kitchen and dining areas will be cleaned according to strict health standards after each meal. Office space will be cleaned weekly by the janitorial staff and as needed by Shelter staff and partner organizations using the space.

To prevent cross-contamination, clients will be required to store personal toiletries in plastic sealable bags on their beds when not in use. Clients will be assigned a set of linens at intake for their use while in the shelter. The client will be responsible for making and maintaining their bed each morning. Staff will wash bed linens weekly in hot water with bleach unless special circumstances require more regular cleaning.

All staff will practice universal precautions in handling of laundry, cleaning of facility, and general self – health care. Specifically:

- Staff will wear appropriate protective garments (i.e. gloves) while completing tasks
- Staff will use recommended disinfecting cleaning products for each area of facility
- Staff will practice required hand-washing procedures
- Kitchen staff will be trained in and practice required food-handling procedures
- All client clothes will be washed upon initial intake and weekly (or as needed) thereafter
- All laundry will be handled according to safety and washing procedures
- Staff and volunteers will follow a set of Program Rules and Regulations for working when they are sick/contagious

The outside grounds will be included in the housekeeping standards and schedule. The Shelter's outside spaces, parking lot, and green areas will be cleaned daily from debris and litter. Chairs and tables will be washed according to inside standards. Minor repairs of the facility and grounds will be completed by the Shelter staff. Any major repairs or work requiring specialized training will be completed by approved vendors. Shelter Operator shall refer to the Lease Agreement to understand responsibilities of City and Shelter Operator.

The Navigation Center will be included the housekeeping standards and schedule. The Service Partner agencies must adhere to housekeeping procedures as outlined in their respective MOU agreement. Service Provider Partners will be expected to respect and keep their areas clean after usage.

## **2. *Pet, Assistance Animal and Service Animal Policies***

- ✓ Clients will be permitted to bring pets, assistance animals, and service animals to the shelter facility.
- ✓ Service animals and assistance animals will be permitted to stay with client in the shelter living areas while all other pets must stay in assigned kennels/crates in sleeping quarters and the designated dog run during times of client recreation, or on leashes in outdoor common areas.
- ✓ In order to qualify as a service animal, a client must produce an official letter from a licensed physician, social worker, therapist, or case worker stating that the animal is needed to ease the effects of mental, emotional, or physical disabilities.
- ✓ Only registered animals that have proof of current rabies vaccinations will be allowed at the shelter facility.
- ✓ The health and well-being of all pets as well as assistance and service animals brought into the shelter facility will be the responsibility of the owner. Shelter guest pet responsibilities include:
  - Compliance with leash policies for safety of other shelter guests, other animals, and shelter staff and volunteers
  - Spay/Neuter laws
  - Feeding/watering animals
  - City Licensing
  - Pick-up after pet waste
  - Safe Tethering Laws
  - Rules against animal cruelty
- ✓ Clients who are unable to care for or feed their pets or cannot control them while at the shelter will be asked to remove the pets from the facility. Shelter Operator will work with City Animal Services & Enforcement and/or Riverside County Department of Animal Services to determine if temporary boarding options are available for clients with extenuating circumstances.

- ✓ Shelter Operator will work with City Homeless Solutions staff to develop funding and community partnership strategies to assist clients with pet care costs such as rabies shots, licensing, food, or vet bills.
- ✓ Shelter Operator may deny requests for Pet, Assistance Animal, and Service Animal accommodation if:
  - Animal poses a threat to other shelter guests, shelter staff, or pets of other shelter clients. Such denials will be based upon
    - Behavior of animal
    - Nature, duration, severity of risk and probability that potential injury will actually occur and whether risk can be mitigated through a soft muzzle
    - Undue financial or administrative burden
    - Accommodation fundamentally alters nature of shelter services

### ***3. Possession and Use of Controlled Substances***

The Shelter Operator will have a strict policy prohibiting the possession or use of alcohol or controlled substances at the Emergency Shelter/Navigation Center premises by employees, residents, clients, and general public.

It will be the intent of the Shelter Operator to promote a safe, healthy, and productive environment for everyone. Staff recognizes that the illegal and/or excessive use of drugs and alcohol, or the inappropriate use of prescribed drugs is not conducive to a safe living environment. It will be the objective of the Shelter Operator to have an environment that is free from the influence of controlled substances and alcohol at all times on premises. The unlawful purchase, possession, transfer, manufacturing, distribution, dispensation, or use of any illegal drug is inconsistent with the objective of operating in a safe and efficient manner and will be strictly prohibited and is contrary to the Emergency Shelter/Navigation Center's mission.

### ***4. Policy for Drug Possession***

Staff will have the right to refuse entrance to any client who is noticeably under the influence, exhibiting behavior that is inappropriate due to influence, or otherwise cannot follow the rules and expected behaviors of a client while participating in shelter activities. If alcohol, illegal substances, or paraphernalia are found in client's possession after they have completed entry paperwork and necessary security screenings, that client may be asked to exit the facility at the discretion of staff. They may be given a time frame of their next eligible readmission date. The illegal drug or alcohol will be disposed of and documented by two staff following written protocol in a Policy and Procedures Manual.

## ***5. Security, Use and Access of Prescription Medications***

If a client has medications that must be administered throughout the evening/night or will be damaged by extreme heat or cold, they may retrieve them from a designated staff person. If a medication needs to be refrigerated, the medication will be packaged and labeled with person's name, bed number, and name of medication and placed inside a designated locked refrigerator.

A client who qualifies and requests their medications to be stored in a locked area must sign an Agreement Form and will have access to the medications as soon as possible by their request to the staff on duty. The client will be responsible for requesting and taking their own medications within limits of how they are prescribed. Only the person whose name is on the medications will be able to retrieve them.

## ***6. Client Use of Over-The-Counter Medications***

Use and storage of over-the-counter medications follow the same policy and procedures of prescription medications.

## ***7. Client Access to Emergency and Medical Care***

Clients may have access to medical care. Centro Medico Community Clinic is the City's onsite Federally Qualified Health Center (FQHC) partner. Client should communicate to staff member on duty their need for medical care, if possible. Medical support may be accessed through the onsite Medical Wing and/or through local hospitals if and when access to the Medical Wing is not available.

If a client requires first aid items, they may access them from a shelter staff member at the service desk. The staff member may assist the client in first aid care with client's permission, as he/she will be trained, and using universal precautions.

In case of a seizure, staff will be trained in appropriate safety precautions and will call support from the Medical Wing staff or 911 if seizure persists or causes bodily harm. If a client needs emergency or serious medical care, the staff on duty will call 911 and follow 911 procedures. In case of an injury, staff will not move the client. They will contact other staff, call 911, and if appropriate, check breathing and pulse and begin CPR if needed. One staff member or trained volunteer will attempt to keep the client comfortable and keep other clients away from immediate scene, while another staff member will wait for medical personnel, give medical personnel information about client, and direct them to client.

The Program Manager will be called as soon as possible. After client emergency or incident has been controlled, the lead staff member will complete a Critical Incident Report form which will be immediately sent to the Program Manager, higher-level staff as needed, and City of Corona Homeless Solutions staff.

## ***8. First Aid Equipment, Supplies and Procedures***

The Shelter Provider and/or Medical Wing partner will have first aid supplies available at all times. The first aid kit will be inspected monthly, updated as items expire, and re-stocked after each use. Staff members will be trained annually in universal precautions, first aid care, seizure, or Mental Health crisis. Any incident occurring at the Emergency Shelter/Navigation Center requiring first aid will be documented in the daily report and a Critical Incident Report will be prepared and sent to Program Manager, other higher-level staff as necessary, and City of Corona Homeless Solutions staff.

## ***9. Policies & Procedures for Disease Prevention***

The Shelter Operator will have protocols for prevention and treatment of certain diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases. Universal precautions will be maintained at all times in handling of fluids, client clothing, laundry, and in all cleaning of premises.

When an accident or injury to an employee or client occurs or when there has been damage to Shelter property, staff will follow a set protocol which includes:

- Immediately contacting Supervisor about the situation
- Dealing with any injuries
- Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses if possible, taking photos if possible, and noting any unusual circumstances
- Recording all necessary information to complete a formal report
- Not accepting any responsibility on behalf of the Shelter Operator
- Reporting all accidents or injuries within 24 hours to insurance carrier
- Completing and submitting a Critical Incident Report to the City Homeless Solutions staff

If a client shows symptoms of a contagious disease or other public health concern that might threaten another person, the client will be sent to the Medical Wing or hospital emergency room for diagnosis and treatment. If a client leaves due to disease, the bedding and client's clothes will be washed, bed cleaned, and bedding replaced on bed. Clothes and belongings will be stored in designated area and held for the maximum amount of time permitted. The Shelter will operate to conform to best health practices and concerns.

Universal precautions will be used for all handling of client possessions. Staff will follow hand washing techniques recommended by the Riverside County Public Health Department AKA Riverside University Health System – Public Health.

## **M. Food Policies**

### ***1. Provision of Nutritional Needs of Clients***

The Shelter Operator will provide a breakfast, lunch, and hot dinner to each shelter guest client every day. Meals will be prepared through the on-site kitchen facility. The Shelter Operator's Food Coordinator will work with the Kitchen staff to coordinate a weekly menu. They will ensure that meals will be nutritious and balanced.

The Shelter Operator will include in its in-kind donation strategies, opportunities for food donations and partnerships with local food banks. The Shelter Operator will also work with community and faith-based partners and existing community meal service programs to offer opportunities to feed homeless individuals at the shelter as part of the City's pilot transportation shuttle/day meal service program to move homeless meal serving out of City parks and into the shelter. During extenuating circumstances, through in-kind partnerships or as cost-effective strategies are developed, Shelter Operator may also purchase daily food deliveries through a third-party vendor and include such expenses in the operating budget.

Tables will be set up for meals in the dining area of the Shelter at the scheduled meal times. Food will be served at designated times of operation for registered shelter clients or registered transportation shuttle/day meal service program clients only.

### ***2. Meeting Riverside County Environmental Health Department Standards***

The Shelter Operator, Food Coordinator, and Kitchen Staff will meet all Riverside County Environmental Health Department standards. This includes but is not limited to the Food Facility Operators Guide and Ordinance 492 which governs requirements for Food Facilities. Inspections will be completed by the Health Department and any changes will be made if indicated. The certificates for Health Department inspection results will be posted in the Kitchen area of the facility. All cook staff will be required to have completed the ServSafe Food Handler Program.

### ***3. Provisions for the Sanitary Storage and Preparation of Food***

The Emergency Shelter/Navigation Center will have adequate space for storage of dry foods, refrigerated foods, frozen foods, and supplies. Separate refrigerator/ freezer space should be available for client medications. The Shelter Operator will provide extra refrigeration and freezer appliances as needed to supplement safe storage of food, if space is available. Current certificates of food handling safety will be posted in the kitchen area and in the employee file for each cook. Cooks and volunteers assisting them follow the procedures of the Riverside County Environmental Health Department as taught in the ServSafe Food Handler Program. All volunteers will be supervised by a cook employee. Other employees will only be allowed in kitchen area under supervision of cook.

All storage areas will be cleaned on a planned schedule and outdated food will be disposed of. There will be a rotation schedule for storage and use of food in freezer, refrigerator, and dry goods pantry that maximizes use of food so that it does not become outdated.

## **N. Transportation Policies**

The policies for travel to and from the Emergency Shelter/Navigation Center will be designed to support client needs and minimize potential impact on the adjacent neighborhood and surrounding businesses.

The following transportation measures will be implemented:

### ***1. Transportation Flow On and Off Property***

The Shelter Provider will create a plan for safe and effective flow of traffic on and off the property based on the schematics of the shelter grounds and surrounding neighborhood. Considerations should include policy for no-walk-ins/no walk-outs, policy for clients with vehicles and bus/shuttle services.

### ***2. Pedestrian Traffic***

The shelter will operate by bed reservation only and no walk-ins or walk-outs will be allowed. The clients will be expected to utilize the transportation options that will be provided to them by the Shelter Operator. The no walk-in and no walk-out policy will be posted and disseminated throughout the community.

Any individual that does walk-up will receive information on how to connect with City Net for a referral in order to be screened for eligibility to make a bed reservation and be provided transportation to a self-directed location out of the surrounding area to return only when the established reservation protocol has been followed.

### ***3. Bicycle Traffic and Parking***

A bicycle rack will be provided in a secured outdoor area. Bike locks will be encouraged but are the responsibility of the client to obtain. Bus and shuttle transportation vehicles will be designed to transport bicycles to mitigate foot traffic to the facility.

### ***4. Bus and Shuttle Transportation Services***

Access to the shelter will be provided by bus and/or shuttle transportation services. The Shelter Operator will work cooperatively with City and other stakeholders to provide the most cost-effective means for providing transportation to and from the shelter.

It is recommended that there be a minimum of two (2) designated pick up locations that provide ample geographic range for qualified clients seeking shelter services. Locations will be selected by the Corona Police Department and the City's Community Services Department. Operator will not drop-off/pick-up other than at agreed upon locations.

Daily bus and/or shuttles will be provided to transport all screened clients to the Shelter Site. Security personnel will be staffed at each location to ensure only prescreened clients with bed reservations receive transportation to the shelter. Operator/Security will also conduct random daily checks of 1 mile radius to shelter and drop-off/pick-up locations to enforce shelter rules and thus avoid loitering and homeless congregations.

To avoid, long term loitering at the bus and/or shuttle pick up areas, clients may arrive at the bus and/or shuttle Stop thirty (30) minutes before the Bus/Shuttle departure time.

Drop-off/pick-up locations are an extension of the shelter and thus any violation such as loitering constitutes a violation of the shelter rules which will be strictly enforced.

In the case of special circumstances, and only if arrangements have been communicated by the client to their Employment and Housing Navigator and/or bed reservation staff the prior evening, returning clients who are unable to return to the shelter at the designated time may work out alternative transportation options so long as the no-walk in or no walk-out policy is not violated.

Shelter Operator may also authorize prescreened clients to drive their vehicles to the shelter facility after a bed reservation has been confirmed.

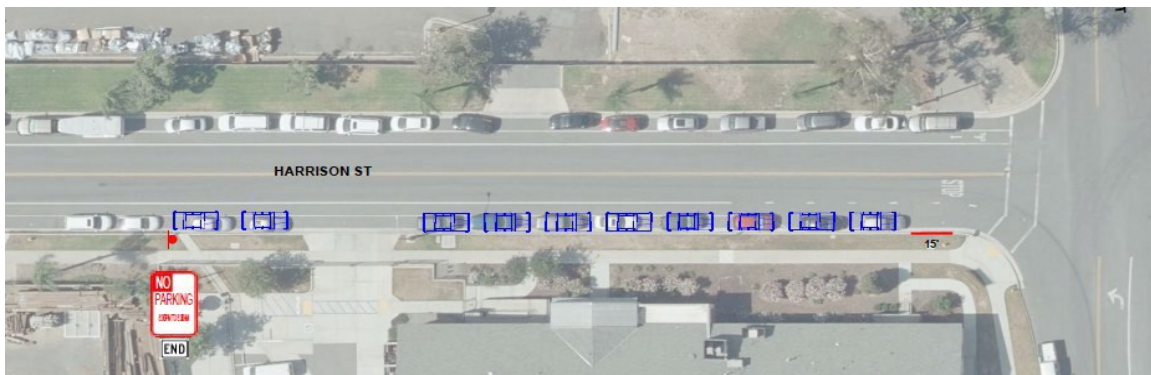
Each morning, two bus and/or shuttle services will be provided for clients who desire to leave the shelter for employment and other personal appointments. Suggested times are 6:00AM and 10:00AM.

### ***5. Personal Vehicle Transportation and Parking***

The Shelter parking lot will be available to Shelter staff. Volunteers, vendors, and community visitors may also park their vehicles in the Emergency Shelter/Navigation Center lot while at the facility. The facility's parking lot can accommodate 11 vehicles.

Vehicles eligible to park in the Harrison Emergency Shelter and Navigation Center lot will be listed on the Vehicle Parking Form by license plate and client name. Vehicles in lot overnight must be registered on this log each night. Security staff will include the parking lot during security rotations.

Harrison Street parking restrictions do not allow overnight parking from 8 pm to 8 am with the exception of the 10 spaces in front of the facility as depicted below:



Shelter Operator will be required to develop strategies to manage overnight parking with 21 available spaces. Please note that once the shelter is operational, Operator can work with the City to incrementally change parking restrictions if more than 21 spaces are needed for overnight parking for shelter staff, vendors, and clients with vehicles

#### ***6. Staff Transportation of Clients***

Shelter staff members will not be permitted to transport clients under any circumstances in their personal vehicles. Only designated staff in shelter owned/operated or contracted vehicles may transport clients.

#### ***7. Transportation Policies for Navigation Center Clients***

If Phase II is implemented, transportation to and from the Navigation Center must be arranged by the Service Provider partner.

#### ***8. Delivery of Shelter Goods and Community Donations***

Deliveries for shelter goods and community donations will be dropped off in a designated area. The planned location for these designated drop-offs will take into consideration pedestrian, bike, and other vehicle traffic routes to minimize safety risks and impact to the shelter site and surrounding area.

It is anticipated that delivery of goods from contracted vendors will occur approximately 3xs weekly. The delivery of community donations by private donors will occur approximately 3xs daily during designated donation drop-off times.

Subject to change as may be needed, all deliveries of goods and/or donations will occur between the hours of 10AM-4PM.

## **O. Financial Policies**

### ***1. Financial Requests from Clients***

Financial requests from clients must be requested and received through their Employment and Housing Navigator and/or through Service Provider Partner at the Navigation Center. Clients will sign a designated log when they receive the requested item (bus pass, clothing/food voucher, etc.). All bus passes and/or vouchers must be kept in a locked safe in a locked office or closet at all times when not in use.

The Shelter Operator and/or Service Provider partners may offer financial assistance opportunities to clients, when available and must establish priority levels and/or other fair means for distribution. The Shelter Operator and/or Service Provider partners will not be obligated to fulfill all financial requests from clients that they receive.

### ***2. Client Possessions and Funds***

No funds of clients will be handled by the Shelter staff. Clients with funds kept in their possession while at the Shelter will be responsible for their security and safety. Staff will encourage clients not to have funds on site, and to store wallet, electronic devices, and any cash in appropriate locked storage. The Shelter Operator will have a policy of not being responsible for lost or stolen items that is included in a Policy and Procedures Manual, listed in the signed Rules agreement, and read nightly when rules will be reviewed before intake.

Clients will not be permitted to give cash to staff at any time, for any reason.

### ***3. Annual Outside Audit***

An independent financial audit of the Shelter Operator will be completed on an annual basis. A most current audit will be kept on file at the Shelter Operator's administration office(s) and may be viewed, as necessary.

The Emergency Shelter/Navigation Center will also be subject to an annual program audit or monitoring. It will be the responsibility of the Shelter Operator to correct any deficiencies reported by the audit within the time limits available to them. Failure to comply may result in the termination of the Shelter Operator contract.

#### ***4. Financial Reports Review***

Financial reports will be produced each month by the accounting department of the Shelter Operator. These reports will be reviewed by the City of Corona Finance Department and Homeless Solutions staff.

The Administration Office of the Shelter Operator will review financial statements and budgets with Program Manager on a regular basis. To manage programs within authorized budgets, adjustments will be made in spending, if necessary.

#### ***P. Legal Policies***

##### ***1. Policy for Compliance with Local Laws***

The Shelter Operator will follow all County Health Department and City Fire Department requirements, and will train staff for food handling, CPR, fire drills and other disaster evacuation procedures. The Shelter Operator and staff will work cooperatively with Corona PD to deal with clients who commit crimes while staying at the shelter. Additionally, Shelter staff and management will cooperate with law enforcement agencies on investigations for persons wanted for crimes as much as is possible while maintaining policies on client confidentiality.

##### ***2. Policy for Compliance with Labor Laws***

The Shelter Operator will comply with all required labor laws. Occupational Safety and Health Administration (OSHA) training and reviews will be conducted during staff meetings on a quarterly basis. OSHA flyers will be posted in administrative offices.

The Shelter Operator's wages will be at or above minimum wage. Employee breaks, meals, and overtime will be monitored legally and compensated as needed. The Shelter Operator will be contracted with a company to examine any work injuries. The proper incident reports, Workmen's Compensation forms, and requirements will be completed.

#### ***Q. Non-Discrimination Policies***

The Shelter Operator will adhere to a policy of non-discrimination which will be stated in the Shelter Operator's Policies and Procedures Manual.

The Shelter Operator will not discriminate in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national, or ethnic origin, HIV status, disability, or veteran status.

### ***1. Policy for Compliance with Americans with Disabilities Act***

The Shelter Operator will comply with appropriate standards of The Americans with Disabilities Act (ADA). Staff will be trained to be cognizant of any client physical disability and assist as needed to address any barriers from the structure of the building. Staff will receive training to work appropriately with persons with disabilities. All persons will be treated with dignity, value, and worth.

### ***2. Gender-Specific Programming Policy***

Persons accessing the Emergency Shelter/Navigation Center services will be identified by the gender identification for which they choose. Staff will provide beds to persons of gender identity, expression, and sexual orientation with due regard to privacy and client rights. Bathrooms and showers will be constructed with equal privacy for all clients, regardless of sexual orientation, expression, or identity. All programs and services will be available with the dignity of all clients as highest priority.

### ***3. Sexual Harassment Policy***

All clients, volunteers, and employees should be able to coexist at the Emergency Shelter/Navigation Center in a trauma informed care environment, free from sexual harassment and inappropriate sexual behavior.

The Shelter will have a zero-tolerance policy for sexual harassment and inappropriate behavior of a sexual nature. No sexual harassment will be tolerated by anyone on the facility grounds, including staff, volunteers, or clients. Clients, staff, and volunteers will be notified, at the Shelter Operator's sole discretion, if any of their remarks, advances, gestures, or attire constitutes sexual harassment toward any person in the Harrison Emergency Shelter and Navigation Center facility.

Anyone who believes he or she has been the subject of any such behavior will be urged to report it to the staff or supervisor immediately. A report will be completed and taken to appropriate staff or supervisor for resolution. Reported incidents will be investigated on a confidential basis. Provisions will be instituted to guard the safety and emotional health of persons who have been victims of a reported incident. After proper review, a person found to have engaged in sexual harassment or inappropriate behavior of a sexual nature will be subject to disciplinary action including possible immediate exit from program or termination from employment.

#### **4. Policy Regarding Sex Offenders**

The Shelter Operator will have strict requirements for the safety staff, service partners, and clients. Staff and volunteers will be trained in sex abuse definitions, sex offender policies, and vulnerable adult abuse. All employees must review this training yearly and be certified to have passed its standards.

The Shelter Operator will follow federal law requirements in reporting sex offenders. All clients will be screened for sex offenses through the National Megan's Law database. Screening will be conducted at the time of reservation; no potential participants with a registered sex offense will be allowed on the bus/shuttle or admitted as clients.

#### **R. Confidentiality Policies**

##### **1. Personal Confidentiality**

People seek help from emergency shelters at a difficult time in their lives. Their need for service and the help that can be provided is determined through sharing of factual and personal information. For this to be effective, every client must be able to trust that every staff member and volunteer respect client confidentiality.

Therefore, the Shelter staff and Shelter Operator will maintain strict confidentiality practices as written in Confidentiality Policy. These practices include:

1) Fact of Participation: The fact that an individual is or has been a participant in the Emergency Shelter/Navigation Center should not be disclosed except as may be specifically defined.

Inquiries by visit, telephone, or letter regarding a participant in the program should be answered with the statement that information as to whether a particular person is or has been in residence cannot be divulged; that if in fact the individual is in residence, they will be advised of the inquiry, and that, at their discretion, they will or will not communicate with the inquirer.

2) Disclosure to Other Agencies: Disclosure of client information to the City Homeless Solutions staff and other social service agencies, whether on a referral to or from the agency, generally may be permitted with the client's written consent for release of information. Information is to be withheld where enjoined by law and by contract. The Shelter Operator will maintain the confidentiality of client records (as under the Privacy Act). Disclosure of information relating to program participants should not be made to employers, credit agencies, unions, or other similar organizations, except at the request, and with the consent of the client.

3) Information to the Client: In some situations, it may be required by law to disclose to the participant information contained in his/her own case record. Information disclosed should be limited to that which is included in the formal case record. The formal case record should contain factual information, not counselor notes and observations. Information provided by other agencies should not be shared.

4) Law Enforcement Agencies: All requests for information regarding clients originating from law enforcement agents, should be referred to the Shelter Operator's acting Legal Department. Before any action is taken on any legal request, a staff member or program manager should contact their Legal Department as there are boundaries in place to determine the sharing of information with law enforcement personnel according to its policies on client confidentiality (as stated in the Shelter Operator's Policy Manual) and applicable law.

When an arrest warrant or a search warrant has been issued by a court, if such a warrant is presented to the facility relating to a client in the residence, staff will cooperate with the law enforcement agency in making the arrest or the search, preferably in a manner which will involve the least disruption to the program at the facility.

5) Written Consent: If there is any doubt as to whether client information should be disclosed, the consent of the client should be first obtained, except as otherwise required by law. The consent will be in writing on a Release of Information form and should identify the information to be disclosed, the person or agency to whom it will be disclosed, and the purpose of the disclosure, and the period of time during which authorization is granted.

6) Abuse Reporting: The Shelter Operator and Shelter staff will comply with all state and municipal laws requiring reporting to governmental agencies of instances of domestic violence and elder abuse. Staff will report any suspicion or evidence of vulnerable adult abuse. All staff persons at the shelter will be mandatory reporters. A Critical Incident Report will also be completed and submitted to the Program Manager, any higher-level staff as needed, and City Homeless Solutions staff. All staff will be trained at time of hire to identify signs of abuse and to properly document and report it. Training will be repeated annually.

7) Harm to Self or Others: If a client at the shelter program shares with a staff person a viable threat to do harm to self or another, the terms of confidentiality can be revoked, as in the case of suicidal or homicidal admittance.

## **2. Database Confidentiality Policies**

Only trained Intake staff, Employment and Housing Navigators, and management staff will be authorized to access the Homeless Management Information System (HMIS) Database. Each staff person will have a separate password for entry. Staff is only to use computers that are authorized and HMIS compliant. No persons without a username and password set up by the Shelter Operator's IT department should have access to staff-only computers.

## **3. Exceptions to the Confidentiality Policy**

All clients will be informed that staff will comply with the law to disclose client-related information to prevent danger to self or others or to report elderly/vulnerable adult abuse.

## **S. Grievance Policies**

The grievance procedure will be applicable for any conflicts or disagreements between clients or between clients and staff. For example, the grievance process may be employed to address disruptive behavior or appeal incorrect formal action. However, in no way does the grievance procedure suspend the rules or consequences established in the Shelter Rules signed upon entering the program. Clients will have the right to file a grievance without the fear of harmful repercussions from staff or other residents.

### ***1. Receiving and Posting***

The Grievance Procedure should be clearly posted in the Policy and Procedure Manual and available at the shelter facility. A client will be given a copy of the grievance procedure when a conflict has occurred that cannot be resolved satisfactorily between the client and a staff person or another client, or when the client has a complaint about an event that occurred at the Shelter involving that client. The Grievance Policy Form will be read by the client and signed.

### ***2. Meeting with Staff***

Once received, staff will decide at the earliest regular staff meeting which grievances warrant a meeting. If needed, a formal grievance meeting will be called, headed by the Program Manager or their assistant. Prior to this meeting, the client defendant will be given a copy of the grievance so he/she may prepare to respond to the grievance.

At the grievance meeting, the plaintiff will begin stating his/her case. The defendant will then respond. All persons present will be allowed to ask questions of either the plaintiff or defendant. The burden of proof rests with the plaintiff. All decisions will be binding and after the formal grievance procedure has been completed, staff and residents will be expected to regard the matter as settled and in the past.

If a client expresses a concern or makes a complaint concerning their involuntary discharge, he/she may take the following steps:

- The client may request to discuss the matter with the Program Manager, who will make a decision on any corrective action required within the boundaries of his/her authority. When appropriate, the Manager will notify higher-level staff.
- If the client is still unsatisfied with the outcome, he may submit a request for intervention to the Shelter Operator's Executive Director, who will acknowledge receipt within a reasonable time frame. The Executive Director will take any corrective action required within 10 days and inform the client, in writing, of the resolution.

- Clients have the right to ask assistance of another person to speak on their behalf, or to help fill out a grievance form.
- Client grievances will be reported in monthly program reports. The Executive Director or other Shelter Operator executive staff member will review all grievances quarterly and/or annually.
- Grievances and resolutions should be documented in client file and incident reports.

### ***3. Whistleblower Policy***

Clients should have several ways in which they may share a grievance – verbally or written, anonymous or through a third party. A suggestion and grievance box will be available in the common area and will be checked weekly by staff.

Confidentiality will be strictly kept between the person making the complaint and the Program Manager which will withhold information internally to the extent prudent where a complaint involves a staff member or volunteer. The Grievance Procedure will be clearly posted in the Policy and Procedure Manual and available at the facility.

## **SECTION III. STAFFING AND MANAGEMENT PLAN**

### **A. Staff Policies**

#### ***1. Hiring Policy***

The Shelter Operator must be an equal opportunity employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy will be available in the Employee Handbook and through the Human Resources Department of the Administrative Offices.

#### ***2. Screening Procedure***

Position openings will be posted on various employment networking websites. Potential applicants will be screened through a two-step interview process.

#### ***3. Acceptance Procedure***

A completed application packet and staff letter of recommendation will be sent to the head of the Human Resources Department who conducts a thorough background check. Every potential applicant will be screened for active warrants, violent felony convictions, sexual offenses which require registration, and legal ability to work. Staff who will be in direct contact with clients will also be required to complete Tuberculosis screening as well as training for mandated reporting policies. The applicant

must successfully complete all screening requirements before they will be able to begin working directly with clients.

Upon hire, the new employee will sign a job agreement form and will be provided a job description informational sheet for their records. They will also attend a general orientation program led by the Head of the Human Resources Department. This orientation will cover important topics, such as but not limited to, sexual harassment policies, and appropriate interactions with co-workers, volunteers, and clients. Training places a heavy emphasis on appropriate conduct between staff and clients. Staff will be expected to adhere to these practices when interacting with clients. Program Managers complete a lengthier program-specific orientation process.

#### ***4. Staffing Policies for Safe Humane Environment***

The Emergency Shelter/Navigation Center will be staffed to provide the safest, most dignified environment for all clients. All staff will be easily identifiable and will be required to wear Shelter Operator- Approved shirts as well as name tags while on site.

It is recommended that a total of \_\_\_ full- time staff and up to \_\_\_ part-time staff at the Emergency Shelter Program. Staff will be scheduled to optimize safety of staff, volunteers, and clients and to provide optimal coverage during hours of high volume.

#### **B. Policies for Staff Training**

All Emergency Shelter/Navigation Center staff will be trained in emergency evacuation, first aid procedures, mandated reporting policies, crisis intervention, and CPR procedures. This training will be repeated and updated annually and as needed. Staff may receive additional training on different topics as opportunities arise and are needed.

Each staff member also receives on-going in-service training in crisis management. Staff will also be trained in Strength Based Approaches and positive communication skills. Each staff member will be required to attend annual training to update and improve their knowledge. Documentation of training will be kept in each employee's file by the Program Manager and provided to the Head of Human Resources for filing, when appropriate.

Security staff will be provided sensitivity training to better equip them to work with homeless clients, and those in crisis.

#### ***1. Emergency Procedures - Evacuation, First Aid, and CPR, 911 Reporting***

Emergency Shelter/Navigation Center staff will be trained in fire, earthquake, and chemical spill evacuation procedures when hired and annually. Evacuation drills with all staff and clients will be held and recorded quarterly. Evacuation protocols will be recorded at the Service Desk for reference. Evacuation maps will be posted throughout the facility. All staff will be trained in first aid and CPR

procedures annually. 911 reporting will be taught in orientation and reviewed annually. CPR certificates will be kept in staff files. Universal precautions will be followed.

## ***2. Safety Conduct - Prevention of Abuse, Crisis Intervention, Conflict Resolution***

The Shelter Operator will have a required training program in prevention of vulnerable adult abuse, and sexual harassment. Each staff will complete this training program annually. Certificates of completion will be recorded in Human Resource files.

Emergency Shelter/Navigation Center staff will complete a course in conflict resolution and crisis intervention upon hire and annually. Documentation of completion will be recorded in staff file.

## ***3. Appropriate Behavior for Dignity and Respect***

Operations, Program, Administrative, and Management staff will be trained in a Strengths Based Perspective model of client care. They will be trained regularly, including at time of hire, on the best methods of working with, treating, and responding to clients who have had difficult and traumatic life experiences. Each staff member will be expected to put these models to use in every interaction they have with clients and potential clients. Staff members will be offered training regularly and expected to participate actively. Notice of completion will be recorded in staff files, and each staff member should have access to this information in the readily available staff handbook.

## ***4. Communication***

### **Clients, Staff, Community**

Shelter staff will undergo classes in communication skills – such as handling phone calls, confidentiality policies, crisis management and de-escalation of conflict. The communication skills will be reinforced through practice and reviewed at regular staff meetings as warranted. Courses covering topics such as communication skills with mentally ill persons, receptionist skills, communication with difficult people, and conflict resolution will be completed. This training should be completed at least monthly and will be provided more often, and individually, as needed.

## ***5. Resources and Referrals***

Operations, Program, and Employment and Housing Navigator Staff will be oriented to resources, homeless services, and organizations for collaboration and referral. They will also be highly trained staff to connect clients to the Coordinated Entry System, as a system designated Entry Point. A staff representative will attend the Riverside County Continuum of Care meetings.

Protocols for offering and accepting referrals from other agencies will be in place, reviewed by staff, updated, and kept in a manual on-site.

## ***6. Mental Health and Addiction Skills***

All Program staff will attend mental health training events which include naming of symptoms, co-occurring diseases, de-escalation techniques, and safety protocols. This training will be completed at time of hire and annually, or as necessary. Staff will attend workshops and training on various aspects of mental health diagnoses, symptoms, and care. Staff will be trained in symptoms of drug abuse, and referrals for treatment. Recovery programs will be encouraged, and off-site referrals will be made as appropriate.

Though sobriety will be not a requirement to stay in the shelter or participate in services, clients will be expected to be able to practice self-care, follow all rules and regulations, and behave appropriately and respectfully toward staff, volunteer, and other clients. Drug use while at the shelter will be prohibited and will result in immediate exit from the program.

## ***7. Self - Care***

Regular staff meetings will be held for all staff. Part of the purpose of these meetings will be communication and processing of stressors while working in the difficult environment of an Emergency Shelter/Navigation Center. Staff will be welcome to participate in team-building activities throughout the year, including holiday parties, and events with co-workers.

All staff will be trained in effective communication with coworkers and in proper techniques to address coworker harassment and stressors and will be made aware of the importance in practicing self-care. Staff will be informed of an open-door policy with supervisors and the Head of the Human Resources Department.

## ***8. Annual Staff Evaluation and Training Plan***

All staff will be evaluated by their direct supervisor at 90 days from their hire date and at semi-annual intervals. The evaluation form will be stored in the employee file held at the Human Resource office.

## ***9. Documentation of Staff Training***

Attendance of and participation in staff training will be recorded in each staff file by the Program Manager of Emergency and Shelter Services. Training required by all staff members will be also recorded in the Human Resources file to ensure each member's knowledge and information will be up-to-date.

## **C. Volunteer Policies**

### ***1. Selection, Screening, and Background Checks***

The Emergency Shelter/Navigation Center Volunteer Coordinator will actively recruit through a variety of sources, including schools, faith-based groups, and community programs. Volunteer Coordinators will hold regular Volunteer Recruitment events in order to increase the number of volunteers that serve at the Emergency Shelter/Navigation Center.

Individuals as well as groups will be invited to volunteer at the shelter. Children 13 and older will be able to volunteer, however they must be accompanied by an adult or legal guardian and both adults and guardians must be registered to volunteer on the day they appear.

All potential volunteers will be screened for sex offenses and criminal background checks before being confirmed for volunteer duty.

### ***2. Orientation and Training***

The Shelter Operator will include a Volunteer Coordinator position(s) in its staffing plan to support volunteer coordination efforts at the shelter. The Volunteer Coordinator will handle scheduling, orientation, and training of the volunteers.

Before beginning service, volunteers will be provided an Application and Agreement that includes information about volunteer duties, appropriate conduct with clients, staff, and other volunteers. Each volunteer will be required to sign this Agreement before they will be assigned a duty at the shelter. Volunteers who do not agree with the requirements or refuse to sign will not be assigned a duty and will not be able to volunteer at the shelter.

Volunteers will sign up for an open position, time and date using online volunteer scheduling software. Volunteer Coordinators will call and confirm volunteer's date and time and to provide them with the location of the shelter and any necessary important information.

Volunteers will be trained on-site at tasks by the Volunteer Coordinator on duty. Any tasks that require a trained staff member will be supervised by that staff member to ensure accuracy and cleanliness.

Volunteers will be given opportunities to attend community forums and events to receive more training about community resources and network with other community agencies.

Volunteers will be expected to adhere to a strict code of ethics and standards. Those found in violation of this code will be removed from the facility and may be limited in future volunteer opportunities. The volunteer code of ethics includes the following:

**a. Each volunteer must maintain a firm commitment to professional conduct**

Volunteers of the Emergency Shelter/Navigation Center will be expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes, and stories, and or any type of inappropriate interaction with Emergency Shelter/Navigation Center staff or clients.

**b. Limiting Relationships with Clients**

Volunteers will be prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Emergency Shelter/Navigation Center. Examples of dual relationships include (but will be not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for their business will be strictly prohibited. Volunteers will be not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

**c. Food and Other Substances**

Volunteers will not consume any food items or drinks supplied by the Emergency Shelter/Navigation Center while volunteering. Food and drinks will be purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

**d. Discrimination**

Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin, or gender.

**e. Volunteer Boundaries**

Volunteers will be not permitted to loan or give money to clients, should not meet with clients outside of the Emergency Shelter/Navigation Center without permission from program staff, and will be not allowed to drive clients in their vehicles.

**f. Commitment**

The Emergency Shelter/Navigation Center will be reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.

### ***3. Identifiable Lines of Authority***

Volunteers will be informed of identifiable lines of authority in their Application Packet.

Volunteers will defer to the Volunteer Coordinator on duty to give resources, referrals, and handle situations beyond their responsibility and volunteer agreement.

Volunteers will also have access to the Program Manager or lead staff member on site, for questions and grievances.

All volunteers will be provided a name tag identifying them as such.

### ***4. Descriptions of Volunteer Tasks***

Volunteers will be needed 7 days per week to help both in the evening up to \_\_ volunteers (5-8pm), morning hours up to \_\_ volunteers (5-10am) and mid-day hours up to \_\_ volunteers (11-4pm).

The Emergency Shelter/Navigation Center Volunteer/Service Provider Coordinator will ensure all volunteers will be provided tasks and descriptions of any duties they might perform. Tasks and duties include, but will be not limited to:

- Assisting the Intake Specialist in registering and signing in clients at time of entry
- Setting up and breaking down tables for dinners and breakfasts
- Distributing donations and hygiene items
- Organizing and setting up donations of clothing
- Helping direct lines to donations and food
- Serving meals, setting up snacks and drinks for clients
- Organizing recreational activities for clients

## **SECTION V. ATTACHMENTS**

**A. Shelter Client Rules**

**B. Volunteer Policies**

# **ATTACHMENT A**

## **SHELTER CLIENT RULES**

# EMERGENCY SHELTER

## Client RULES

**Welcome to the emergency shelter program. The Shelter Staff and Volunteers are working very hard to make your stay safe and comfortable. As a client of the program, you *must* agree in writing to follow these rules at all times:**

- 1. Sign-in at the Shelter begins at \_\_\_\_\_ and ends at \_\_\_\_\_. Clients will NOT be allowed entry into the Sleeping Area before \_\_\_\_\_. Clients will NOT be allowed entry into the Sleeping Area after \_\_\_\_\_. Clients may not leave the Sleeping Area after signing in for any reason. **If you leave, you will forfeit your bed.** No exceptions. *(This policy includes but is not limited to going outside to retrieve personal belongings, cigarettes, etc.)***
- 2. No Walk-In/Walk-Out Policy Compliance** is required for all clients who must take the transportation shuttle to and from the Shelter each day. The only exception to this rule is for clients who have received approval to drive and park their vehicle at the shelter facility.
- 3. Alcohol and drugs are NOT permitted** in or around the Shelter Property and they will be confiscated if found. At the discretion of the Site Leader or Management, you may be excluded from the program for that night, or possibly terminated.
- 4. No weapons or objects that may be perceived as weapons are permitted.** If found, they will be tagged by security and kept until you leave. **Anyone with a concealed weapon will be immediately exited from the program.**
- 5. We reserve the right to search all applicants** for weapons (or items that could be used as weapons), alcohol, and illegal drugs.
- 6. All prescription medication must be checked in with security personnel upon entering the shelter building in its original container.**
- 7. Photo ID's** are required of all registered clients. **Shelter Staff will take photos and thumbprints to produce program ID's for clients, and for security reasons, if necessary.** By entering this program, you give your consent to this.
- 8. All Clients must complete intake and check in** as well as complete all appropriate paperwork with Shelter Staff.
- 9. Showers are strongly recommended** for all shelter clients. Showers *may* be required if lack of personal hygiene becomes a risk to the health & safety of the other shelter guests and staff.

- 10. No smoking inside the shelter.** There is a designated smoking area outside the shelter. Smoking is only permitted in the designated area while staff or security is present.
- 11. Lights go out at *or around* 10:00 PM.** Clients must remain at their beds after lights out.
- 12. The early wakeup call is at \_\_\_\_\_.** Coffee and breakfast is provided to clients between \_\_\_\_ and \_\_\_\_ AM. Clients are expected to be out of bed by \_\_\_\_ am unless special arrangements have been made due to overnight work or illness. No one is allowed in the Sleeping Area from \_\_\_\_\_ AM to \_\_\_\_\_ PM.
- 13. In public areas, shirts, pants are mandatory for men and women** at all times; socks and shoes are strongly encouraged.
- 14. The evening meal is served from \_\_\_\_\_ PM to \_\_\_\_\_ PM.** Please clean up around your area after you eat, and wear shoes when in the meal line. Should you have a spill, please notify staff immediately.
- 15. A Cell Phone charging Station will be available for clients to use during designated hours.** Clients are NOT allowed to use ANY unauthorized electrical outlets for any reason.
- 16.** Any undesignated parking either on or off the property is subject to tow at the owner's expense.
- 17.** Large storage lockers will be available for each shelter guest. Shopping carts will not be allowed in the shelter.
- 18. No clients under 18 years of age will be admitted into the shelter.**
- 19.** There is a women's section and a men's section for sleeping. Women are not allowed in the men's section, and men are not allowed in women's section.
- 20.** Only the Site Leader or Manager on duty can expel / prevent any clients from staying at the shelter. Any conflicts between clients should be brought to the attention of the staff immediately. If you are asked to leave and you do not, it is a trespass on City of Corona property.
- 21. Clients can only reserve beds for themselves. Do not place any of your items on another bed** to reserve a space.
- 22. Donations** will be handed out in an orderly fashion by the staff & volunteers. Clients will not interfere with donations being brought in or the distribution of donations.

- 23. The Shelter Program** operates as clients of the City of Corona. As a result, all clients are expected to be **Good Neighbors** and have an obligation to comply with all state and local laws and/or ordinances and shelter rules and behave in a courteous manner at all times. **Complaints from residents, business owners, or public officials may result in warnings to the clients and expulsion from the Shelter program.**
- 24. Any threats or acts of violence** such as loud and disruptive behaviors, threats, fighting, etc. towards staff, volunteers, security, or other clients will result in immediate expulsion.
- 25. Neither Shelter, nor *any* of its vendor/partners are in any way responsible or liable for lost, stolen, or damaged items that clients bring onto premises. IT IS THE CLIENTS' RESPONSIBILITY TO TAKE ALL PERSONAL BELONGINGS WITH THEM UPON EXITING THE PROGRAM, AND TO CLAIM THEIR ITEMS FROM THE SECURITY CHECK-IN WHEN THEY LEAVE THE PROPERTY. ANY ITEMS LEFT BEHIND MAY BE DISCARDED.**
- 26. Pet Crates are available for client use on a first come, first served basis, dog run space permitting.** All Animals will be permitted ONLY with appropriate documentation (including up-to-date rabies vaccination and dog license from the City of Corona) and approval by site-leader or management. Any animal may be asked to leave at any time due to aggressive or disruptive behavior, or if owner does not properly clean-up after the animal.
- 27. Cash is never to be given** to Staff, Volunteers, or Interns at ANY time.

*As a result of signing this form, I have read and do understand that neither Shelter, any of its volunteers, service providers, Security, or any of the vendors providing services for the Emergency Shelter/Navigation Center will be responsible for any loss, theft, or damage to personal property including, but not limited to, Bicycles, Carts, Luggage, Cell Phones, and other items that are brought onto the program property. I understand that program rules may change as necessary and that I am required to abide by any amended rules and protocols as they are created.*

**I have read the above and agree to follow the Shelter rules.**

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **ATTACHMENT B**

## **VOLUNTEER POLICIES**

## Emergency Shelter/Navigation Center Volunteer Policies

---

### 1. Each volunteer must maintain a firm commitment to professional conduct

Volunteers of the Emergency Shelter/Navigation Center are expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes, and stories, and or any type of inappropriate interaction with Emergency Shelter/Navigation Center staff or clients.

### 2. Relationships with Clients

Volunteers are prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Emergency Shelter/Navigation Centre. Examples of dual relationships include (but are not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for your business is strictly prohibited. Volunteers are not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

### 3. Food and Other Substances

Volunteers will not consume any food items or drinks supplied by the Emergency Shelter/Navigation Center while volunteering. Food and drinks are purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

### 4. Discrimination

Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin, or gender.

### 5. Volunteer Boundaries

Volunteers are not permitted to loan or give money to clients and should not meet with clients outside of the Emergency Shelter/Navigation Center without permission from program staff.

### 6. Commitment

The Emergency Shelter/Navigation Center is reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering in the future.

**EXHIBIT “F”**  
**PERMANENT LOCAL HOUSING ALLOCATION FINAL GUIDELINES**

The attached State Housing and Community Development Permanent Local Housing Allocation (PLHA) Final Guidelines shall govern all Shelter / Navigation Center activities and expenses covered by the \$1,486,616.00 PLHA grants allocated for the Services provided under this Agreement. In accordance with State HCD, City of Corona PLHA funds shall be used to support the operation the Harrison Shelter/Navigation Center.

Accordingly, eligible activities and expenses shall be governed by **Section 401. Eligible Activities**: Assistance to persons who are experiencing homelessness, including provision of emergency shelter, supportive services, and case management services that allow people to obtain and retain housing, and operating costs for emergency shelter/navigation centers. Activities shall be provided in a manner consistent with Housing First practices.

Furthermore, Consultant will use the PLHA funds in a manner consistent with the City of Corona State Standard Agreement 20-PLHA-15093 which states the scope of services for the PLHA funds are as follows:

100% of the PLHA funds will be used for operation of a low-barrier emergency shelter/navigation center. Consistent with the City's five-year Homeless Strategic Plan, the facility will provide 24/7, emergency shelter and multi-disciplinary, wrap-around services for shelter guests. The City will use its existing outreach and engagement teams for shelter referrals. In addition, transportation services will be provided for access to the shelter/navigation center. As part of the low-barrier, housing first model, the shelter will be pet friendly and provide comprehensive services to transition shelter guests out of crisis and into stability, self-sufficiency, and permanent housing. The City's emergency shelter is not a stand-alone service. It is part of a comprehensive system of services to facilitate continuity of care.

**[SEE ATTACHED TWENTY-SIX (26) PAGES]**

# **Permanent Local Housing Allocation Final Guidelines**



**Gavin Newsom, Governor  
State of California**

**Alexis Podesta, Secretary  
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director  
California Department of Housing and Community Development**

2020 West El Camino Avenue, Suite 150  
Sacramento, CA 95833

**October 2019**

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

Quasi-legislative regulations ... have the dignity of statutes ... [and]... delegation of legislative authority includes the power to elaborate the meaning of key statutory terms...

*Ramirez v. Yosemite Water Co.*, 20 Cal. 4th 785, 800 (1999)

In consultation with stakeholders, the California Department of Housing and Community Development (Department) may adopt Guidelines to implement this Section, including determining allocation methodologies. Any guideline, rule, policy, or standard of general application employed by the Department in implementing this chapter shall not be subject to the requirements of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Title 2 Government Code, Part 1 of Division 3).

NOTE: Authority Cited: Health and Safety Code Section 50470, subdivision (d).

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of these Guidelines, including, but not limited to, grant award amounts.

## INTRODUCTION

Chapter 364, Statutes of 2017 (SB 2, Atkins) was part of a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, it establishes a permanent source of funding intended to increase the affordable housing stock in California. The revenue from SB 2 will vary from year to year, as revenue is dependent on real estate transactions with fluctuating activity. The legislation directs the California Department of Housing and Community Development (Department) to use 70 percent of the revenue collected, beginning in calendar year 2019, to provide financial assistance to local governments for eligible housing-related projects and programs to assist in addressing the unmet housing needs of their local communities. This program is hereafter referred to as the Permanent Local Housing Allocation (PLHA) program.

Guidelines for the PLHA program are organized into five Articles as follows:

Article I. General provisions: This article includes information on the purpose of the Guidelines, program objectives, and definitions used throughout the document.

Article II. Program funding: This article describes allocation formulas and methodologies, and award amounts.

Article III. Formula allocation component: This article describes the requirements for Applicants to apply for funds under the formula allocation of the PLHA program.

Article IV. Competitive allocation component: This article describes requirements and uses for PLHA competitive allocation funds.

Article V. Administration: This article describes administrative functions such as terms, non-performance remedies, and reporting and monitoring requirements.

# Permanent Local Housing Allocation (PLHA) Program: 2019 Guidelines

## Table of Contents

ARTICLE I. GENERAL PROVISIONS	5
Section 100. Purpose and Scope	5
Section 101. Definitions	5
ARTICLE II. PROGRAM FUNDING	9
Section 200. Allocations	9
Section 201. Award Amounts	10
ARTICLE III. FORMULA ALLOCATION COMPONENT	11
Section 300. Eligible Applicants	11
Section 301. Eligible Activities	12
Section 302. Threshold Requirements	13
Section 303. Application Review	16
Section 304. Deadlines and Funding Requirements	17
ARTICLE IV. COMPETITIVE ALLOCATION COMPONENT	17
Section 400. Eligible Applicants	17
Section 401. Eligible Activities	18
Section 402. Threshold Requirements	18
Section 403. Selection Criteria	20
Section 404. Application Review	22
Section 405. Deadlines and Funding Requirements	23
ARTICLE V. ADMINISTRATION	23
Section 500. Accounting Records	23
Section 501. Audits/Monitoring of Project Files	24
Section 502. Cancellation and Termination	25
Section 503. Reporting	26

## **ARTICLE I. GENERAL PROVISIONS**

### **Section 100. Purpose and Scope**

- (a) These Guidelines (hereinafter “Guidelines”) implement, interpret, and make specific Chapter 364, Statutes of 2017 (SB 2, Atkins - hereinafter “SB 2”) as authorized by Health and Safety Code (HSC) Section 50470, which created the Building Homes and Jobs Trust Fund and the PLHA program. The principal goal of this program is to make funding available to eligible local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. Twenty percent of the funding in the Building Homes and Jobs Trust Fund is required to be expended for Affordable Owner-Occupied Workforce Housing, and the program prioritizes investments that increase the supply of housing to households that are at or below 60 percent of the Area Median Income (AMI), adjusted for household size.
- (b) These Guidelines establish terms, conditions, and procedures for local governments to submit applications to the Department for funds from the PLHA program’s three components, as listed below:
  - (1) Entitlement formula component per HSC 50470(b)(2)(B)(i)(I)
  - (2) Non-entitlement formula component per HSC 50470(b)(2)(B)(i)(II)
  - (3) Non-entitlement competitive grant program component per HSC 50470(b)(2)(B)(i)(I) (eligible Applicants are the same as for component 2 above)
- (c) The non-entitlement competitive grant program component prioritizes assistance to persons experiencing or At risk of homelessness.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(A), subdivision (b)(2)(B)(i) and subdivision (b)(2)(B)(ii)(I-V).

### **Section 101. Definitions**

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms described in HSC Section 50470.

- (a) “Accessory dwelling unit” (ADU) means a dwelling unit which is attached, detached or located within the living area of the existing dwelling or residential dwelling unit and which provides complete independent living facilities for one or more persons pursuant to Government Code (GC) Section 65852.2 and 65852.22. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling. An Accessory dwelling unit also includes the following: an efficiency unit, as defined in Section 17958.1 of the HSC, or a manufactured home, as

defined in Section 18007 of the HSC.

(b) "Activity" means any single eligible undertaking carried out as part of an Applicant's allocation(s) under the Program.

(c) "Affordable" means a housing unit that satisfies at least one of the following criteria:

1. If the unit is being rented to low-income, Very low-income or Extremely low-income households, it complies with the Multifamily Housing Program guidelines Section 7312 and the Section 7301 definition of "Affordable Rent"; or
2. If the unit is being sold, it is offered at an "Affordable housing cost", as published in the Fannie Mae Selling Guide, Part B, Debt to Income Ratios, as updated annually (<https://www.fanniemae.com/content/guide/selling/b3/6/02.html#DTI.20Ratios>), and it complies with the income limits stated in the definitions of Moderate-Income and Lower-Income in this section; or
3. If the unit is being rented to Moderate-Income households, it is available at a gross rent, including a utility allowance, that does not exceed 30 percent of the applicable income eligibility level, and complies with the definition of Moderate-Income in these guidelines

(d) "Affordable Owner-Occupied Workforce Housing" (AOWH) means owner-occupied housing per HSC Section 50092.1 that is affordable to persons and families of low or moderate income, as that term is defined in HSC Section 50093, except in High-cost areas where Moderate-income shall include households earning up to 150 percent of AMI.

(e) "Annual Progress Report" (APR) means the Housing Element APR required by GC Section 65400 on the prior year's activities and due to the Department April 1 of each year.

(f) "Annual Report" means a form issued by the Department and completed by a Local government awarded PLHA funds on which the Local government documents the uses and expenditures of any allocated funds and outcomes achieved.

(g) "Applicant" means an eligible Local government applying for the program to administer one or more eligible activities. Applicant also means a Local or Regional Housing Trust Fund delegated by an eligible Local government to apply for the program and administer its allocation in accordance with all program rules.

- (h) “Area Median Income” or “AMI” means the most recent applicable county median family income published by the Department, available at the following link:  
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>
- (i) “At risk of homelessness” means the same as defined in Title 24 Section 578.3 of the Code of Federal Regulations and also includes any household receiving rental assistance funded by the California Emergency Solutions and Housing (CESH) program or the California Homeless Emergency Aid Program (HEAP).
- (j) “Capitalized Reserve for Services” means the reserve funded by the Local government pursuant to Section 301(a)(5) to address project supportive service budget deficits attributable to shortfalls in service funding sources.
- (k) “Comprehensive Housing Affordability Strategy” or “CHAS” means annual data compiled by the United States Census Bureau for the U.S. Department of Housing and Urban Development (HUD) to document the extent of housing problems and housing needs, particularly for low-income households.
- (l) “Community Development Block Grant” or “CDBG” means the program created pursuant to Title I of the Housing and Community Development Act of 1974, 42 U.S.C. 5301 et seq., as amended.
- (m) “Department” means the California Department of Housing and Community Development.
- (n) “Extremely Low Income” has the meaning set forth in HSC Section 50106, which is a maximum of 30 percent of AMI. Grantees shall utilize income limits issued by the Department at the following link:  
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.
- (o) “Fund” means the Building Homes and Jobs Trust Fund pursuant to HSC Section 50470.
- (p) “High-cost area” means those counties defined as high cost by the Federal Housing Finance Agency (at: <https://www.fhfa.gov/DataTools/>) and those counties for which HUD adjusted the Very low income and low-income rents due to high costs (at: [https://www.huduser.gov/portal/pdrdatas\\_landing.html](https://www.huduser.gov/portal/pdrdatas_landing.html)), as published by the Department in the annual PLHA Notice of Funding Availability.
- (q) “Local government” means any city, including a charter city, any county, including a charter county, or a city and county, including a charter city and county.

- (r) "Local Housing Trust Fund" or "Regional Housing Trust Fund" means a public, joint public and private fund or charitable nonprofit organization described in Section 501(c)(3) of the Internal Revenue Code, which was established by legislation, ordinance, resolution (including nonprofit articles of incorporation), or a public-private partnership organized to receive specific revenue to address local or regional housing needs.
- (s) "Low or Lower Income" has the meaning set forth in HSC Section 50079.5, which is a maximum of 80 percent of AMI. Grantees shall utilize income limits issued by the Department at the following link:  
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.
- (t) "Moderate-Income" has the meaning set forth in HSC Section 50093, which is a maximum of 120 percent AMI, or in High-cost areas, 150 percent of AMI. Grantees shall utilize income limits issued by the Department at the following link:  
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.
- (u) "Non-entitlement local government" means a Local government in an area which is not a metropolitan city or part of an urban county, a Local government that, as of September 1, 2017, was an incorporated city with a population of less than 50,000 or a county with an unincorporated area population of less than 200,000 persons which had not entered into a three-year Urban County Cooperation Agreement, or a Local government that was not otherwise entitled to receive CDBG funds directly from HUD.
- (v) "Operating subsidies" means payments to owners of affordable housing developments that make the housing more affordable by covering a portion of the ongoing costs of operating the development. Such payments would have the same effect as rental assistance.
- (w) "Owner-occupied" means a dwelling which is occupied by the owner and includes a single family dwelling or a dwelling unit in a stock cooperative, as defined by Business and Professions Code (BPC), Section 11003.2, a community apartment project, as defined by BPC Section 11004, or a condominium project, as defined by subdivision (c) of BPC Section 11004. 5.
- (x) "Plan" means the document submitted by the Applicant to the Department as part of a complete application in which the Applicant proposes to use allocated funds for at least one eligible Activity. The Plan shall have a term of five years. In succeeding years, the Local government is required to obtain the approval of the Department for any amendments made to the Plan, as set forth in Section 302(c)(5).
- (y) "Permanent Local Housing Allocation Program", "Program", or "PLHA" means the program developed to annually allocate 70 percent of the moneys deposited into the Fund pursuant to HSC Section 50470(b)(2)(B)(i).

- (z) "Permanent supportive housing" has the same meaning as in HSC Section 50675.14, that is, housing with no limit on the length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent supportive housing may include associated facilities if used to provide services to housing residents. Permanent supportive housing does not include "health facility" as defined by HSC Section 1250 or any "alcoholism or drug abuse recovery or treatment facility" as defined by HSC Section 11834.02 or "Community care facility" as defined in HSC Section 1502, "Mental health rehabilitation centers" as defined in Section 5675 of the Welfare and Institutions Code (WIC), or other residential treatment programs.
- (aa) "Regional Housing Needs Allocation" or "RHNA" means the share of the regional housing need represented by persons at all income levels within the area significantly affected by the general plan of the city or county allocated to an Applicant Local government pursuant to GC Section 65584(b).
- (bb) "Sponsor" means the legal entity or combination of legal entities with continuing control of a Rental Housing Development. Where the borrowing entity is or will be organized as a limited partnership, Sponsor includes the general partner or general partners who have effective control over the operation of the partnership, or, if the general partner is controlled by another entity, the controlling entity. Sponsor does not include the seller of the property to be developed as the rental housing Project, unless the seller will retain control of the Project for the period necessary to ensure Project feasibility as determined by the Department.
- (cc) "Very Low Income" has the meaning set forth in HSC Section 50105, which is a maximum of 50 percent of AMI. Grantees shall utilize income limits issued by the Department at the following link:  
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470.5 and 50470, subdivision (b)(2).

## **ARTICLE II. PROGRAM FUNDING**

### **Section 200. Allocations**

- (a) SB 2 created a dedicated revenue source for affordable housing and directed the Department to make available 70 percent of the moneys in the Building Homes and Jobs Trust Fund, collected on and after January 1, 2019, to Local governments through the following allocations:

(1) Ninety percent of the moneys available shall be allocated based on the formula used under Federal law to allocate CDBG funds within California. This is the formula specified in Title 42 United States Code (USC), Section 5306.

(A) The amount of funds awarded to each Local government eligible for the entitlement formula component shall be determined by the 90 percent of PLHA funds available pursuant to this paragraph (1) and the percentage of funds received by the entitlement Local government in the CDBG federal fiscal year 2017 allocation process performed by HUD.

(B) Through the formula specified in paragraph (1), the percentage of funds allocated to Non-entitlement local governments shall be distributed to Non-entitlement local governments through a competitive grant program.

(2) Ten percent of the moneys available shall be allocated equitably among Non-entitlement local governments. The equitable allocation awarded to each Local government eligible for the Non-entitlement formula component shall be based on the sum of: (1) 50 percent of the funding available for the Non-entitlement formula component divided by the number of local governments eligible for the Non-entitlement formula component and (2) 50 percent of the funding allocated in proportion to each Non-entitlement local government's share of the total most severe housing need in California's Non-entitlement local governments, based upon the most recent HUD Comprehensive Housing Affordability Strategy.

(b) After funds are appropriated by the Legislature as part of the budget act, the Department will issue one or more Notices of Funding Availability (NOFA). Local governments shall submit an application under the NOFA pertaining to the specific allocation for which the Local government is eligible.

(c) It is recommended that Local governments that were urban counties in accordance with the distribution of funds pursuant to the formula specified in 42 USC, Section 5306 for the federal fiscal year 2017 provide a proportional share of their allocations to Local governments within their county with which they had a three-year Urban County Cooperation Agreement as of September 1, 2017, provided that these Local governments meet the threshold requirements of the PLHA and expend sub-allocated funds for eligible activities within the deadlines of the Standard Agreement governing the sub-allocation.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B).

## **Section 201. Award Amounts**

(a) The formula allocation amounts derived pursuant to the formulas in Section 200 will be announced in the NOFA.

- (b) The maximum application amount and the minimum application amount for the competitive allocation will be stated in the NOFA.
- (c) An Applicant may apply for its formula allocation from the current and two prior NOFAs for which it did not receive an award, provided that the award meets the requirements of Section 304(a).

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B).

### **ARTICLE III. FORMULA ALLOCATION COMPONENT**

#### **Section 300. Eligible Applicants**

- (a) Eligible Applicants for the entitlement formula component described in Section 100(b)(1) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section 5306.
- (b) Eligible Applicants for the non-entitlement formula component described in Section 100(b)(2) and the competitive grant program component described in Section 100(b)(3) are limited to the Non-entitlement local governments.
- (c) A Local government may delegate another Local government to submit an application and administer on its behalf its formula allocation of Program funds, provided that the Local governments enter into a legally binding agreement and the funds are expended for eligible Activities and consistent with Program requirements. The delegating Local government shall be identified in the application. The administering Local government shall be responsible for all Program requirements.
- (d) A Local government may delegate a Local or Regional Housing Trust Fund to submit an application and administer on its behalf its formula allocation of Program funds, provided that the Local government enters into a legally binding agreement with the Local or Regional Housing Trust Fund and the funds are expended for eligible Activities and consistent with Program requirements. The delegating Local government shall be identified in the application. The Local or Regional Housing Trust Fund shall be responsible for all Program requirements.
- (e) An Applicant shall not be eligible to receive a new allocation of PLHA funds if it has an uncommitted amount of formula PLHA funds greater than the following:
  - (1) Four times the pending annual allocation if the pending annual allocation is \$125,000 or less;
  - (2) \$500,000 if the pending annual allocation is greater than \$125,000 and less than \$500,000;

- (3) The amount of the pending annual allocation if the pending allocation is \$500,000 or more.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B).

### **Section 301. Eligible Activities**

(a) Eligible Activities are limited to one or more of the following:

- (1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is Affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary Operating subsidies.
- (2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
- (3) Matching portions of funds placed into Local or Regional Housing Trust Funds.
- (4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
- (5) Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
- (6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
  - (A) This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded CESH program or HEAP funds for rental assistance to continue assistance to these households.
  - (B) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core

components of Housing First, as provided in WIC Section 8255, subdivision (b).

- (7) Accessibility modifications in Lower-income Owner-occupied housing.
  - (8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
  - (9) Homeownership opportunities, including, but not limited to, down payment assistance.
  - (10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing Projects, or matching funds invested by a county in an Affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the Affordable housing Project.
- (b) A Local government that receives an allocation shall use no more than 5 percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in Section 301 are “activity costs” and not subject to the cap on “administrative costs.” A Local government may share any funds available for administrative costs with entities that are administering its allocation.
  - (c) Two or more Local governments that receive PLHA allocations may expend those moneys on an eligible jointly funded project as provided for in Section 50470 (b)(2)(B)(ii)(IV). An eligible jointly funded project must be an eligible Activity pursuant to Section 301(a) and be located within the boundaries of one of the Local governments.
  - (d) Entitlement Local governments may use the flow of PLHA funds to incentivize private lender loans and to guarantee payments for some or all public agency bond financings for activities consistent with the uses identified in Section 301 “Eligible Activities”. This loan guarantee Activity must be identified and fully explained in the Applicant’s “Plan”.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivisions (b)(2)(B)(ii)(IV), (b)(2)(D)(i-x), and (b)(3).

### **Section 302. Threshold Requirements**

Applicants must meet all the following threshold requirements for participation in the formula allocation:

- (a) **Housing Element compliance:** The Applicant and any delegating Local government, if applicable, must have a Housing Element that has been adopted by the Local

government's governing body by the application deadline and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to GC Section 65585. A Local government's current Housing Element compliance status can be obtained by referencing the Department's website at <http://www.hcd.ca.gov/community-development/housing-element>.

- (b) **APR on the Housing Element submitted to the Department:** The Applicant and any delegating Local government, if applicable, must submit to the Department the APR required by GC Section 65400 for the current or prior year by the application deadline date.
  - (1) Please be advised that the Department will not accept other reports in lieu of the APR. Housing Authority Financial Reports, Redevelopment Reports, and other similar reports will not be accepted as meeting this requirement. If uncertain of the status of the report submittal for a Local government, please contact the Department for more information.
- (c) Submit, by the deadline specified in the NOFA, on a form made available by the Department, a complete application which shall meet the following minimum requirements:
  - (1) Application requests an allocation pursuant to Section 200 in order to carry out one or more of the eligible activities described in Section 301. Except for a jointly funded project as described in Section 301(c), any activities must be carried out within the jurisdiction of the Applicant Local government.
  - (2) Submission of the application is authorized by the governing boards of the Applicant.
  - (3) Certification in the resolution that, if the Local government proposes allocation of funds for any Activity to another entity, the Local government's selection process shall avoid conflicts of interest and shall be accessible to the public. For the purposes of this paragraph, "entity" means a housing developer or program operator; "entity" does not mean an administering Local government to whom a Local government delegates its PLHA formula allocation, pursuant to Section 300(d).
  - (4) A Plan detailing:
    - (A) The manner in which allocated funds will be used for eligible Activities.
    - (B) A description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of AMI. Programs targeted at households at or below 60 percent of AMI will be deemed to meet this requirement.

- (C) A description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.
- (D) Evidence that the Plan was authorized and adopted by resolution by the Local government and that the public had an adequate opportunity to review and comment on its content.
- (E) The following for each proposed Activity:
  - (i) A description of each proposed Activity, pursuant to Section 301, and the percentage of funding allocated to it. The description shall specifically include the percentage of funds, if any, directed to AOWH.
  - (ii) The projected number of households to be served at each income level and a comparison to the unmet share of the RHNA at each income level.
  - (iii) A description of major steps/actions and a proposed schedule required for the implementation and completion of the Activity.
  - (iv) The period of affordability and level of affordability for each Activity. Rental Projects are required to have affordability periods of at least 55 years.
- (5) The Plan submitted in response to the NOFA shall be for a term of five years. Local governments shall obtain approval of the Department for amendments made to the Plan in each succeeding year of the term of the Plan. Reallocations of more than 10 percent of funds among Activities require amendment of the Plan, with approval granted by the governing body at a publicly noticed public meeting.
- (6) A certification that, if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the following requirements if the property is no longer the primary residence of the homeowner due to sale, transfer or lease, unless it is in conflict with the requirements of another public funding source or law:
  - (A) The PLHA loan and any interest thereon shall be repaid to the Local government's PLHA account. The Local government shall reuse the repayments consistent with Section 301; or
  - (B) The initial owner and any subsequent owner shall sell the home at an Affordable housing cost to a qualified Lower-Income or Moderate-Income household; or
  - (C) The homeowner and the Local government shall share the equity in the unit pursuant to an equity-sharing agreement. The grantee shall reuse the proceeds

of the equity-sharing agreement consistent with this section.

- (7) A certification that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.
- (8) A Program income reuse plan describing how repaid loans will be reused for eligible activities specified in Section 301.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii).

### **Section 303. Application Review**

- (a) Applicants must submit a complete application by the deadline stated in the NOFA in order to be eligible for funding. Application forms provided by the Department will be available upon release of the NOFA and will require Applicants to submit the forms and other documents to demonstrate that the Local government has met threshold requirements.
- (b) The Department may request additional information to complete its review.
- (c) Applications recommended for funding are subject to conditions specified by the Department. Applicants will receive an official letter of award after the Department approves funding recommendations.
- (d) The Department may issue an Over-the-Counter formula allocation NOFA after completing the NOFA process so that Local governments who were not able to submit formula allocation applications by the application deadline will have another opportunity to do so.
- (e) If funding proposed in Local government Plans for AOWH activities is lower than 20 percent of the moneys available in the Fund, the Department may require Local governments to use a specific percentage of their annual formula allocations in some future year for AOWH activities as part of the annual funding process.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(A).

### **Section 304. Deadlines and Funding Requirements**

- (a) The initial PLHA application, including the Plan, must be submitted within 48 months of the budget appropriation (for example, the budget appropriation for 2019 is July 1, 2019, so the application deadline is June 30, 2023).
- (b) Funds allocated to Local governments that do not submit a complete application by the deadline stated in subsection (a) will revert to the Housing Rehabilitation Loan Fund for the Multifamily Housing Program or for Department-administered technical assistance to Local governments.
- (c) A Local government may petition the Department to return any funds allocated to it to be used for the Multifamily Housing Program.
- (d) Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the Plan and the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the Plan and the PLHA application are subject to the cap on administrative fees.
- (e) After the Standard Agreement and attachments have been finalized, the Local government will follow provided instructions for signing all required documents. The Local government must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instruction.
- (f) After the Standard Agreement has been executed by the state, the Local government may submit a request for 100 percent of the funds allocated to be used for eligible expenditures for the Activity(ies) that received the award, and subject to the terms and conditions of the Standard Agreement.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(i) and subdivision (b)(2)(B)(ii)(VI).

### **ARTICLE IV. COMPETITIVE ALLOCATION COMPONENT**

#### **Section 400. Eligible Applicants**

- (a) Eligible Applicants for the non-entitlement competitive allocation described in Section 100(b)(3) are limited to Non-entitlement local governments. For development of Rental Housing Projects, the Sponsor must be a co-Applicant.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(i)(I).

## Section 401. Eligible Activities

- (a) Eligible Activities are limited to the following and must take place within the jurisdiction of the Applicant Local government:
- (1) Development of new multifamily rental housing that is Affordable to households at or below 60 percent of AMI or substantial rehabilitation of multifamily rental housing that will be Affordable to households at or below 60 percent of AMI, but which is not currently restricted as Affordable housing; or
  - (2) Assistance to persons who are experiencing or At risk of homelessness, including, but not limited to, through rapid rehousing, or rental assistance, supportive services and case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers, or new construction, rehabilitation, or preservation of permanent or transitional rental housing.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(i)(I)(ia), (b)(2)(B)(i)(I)(ib) and subdivision (b)(2)(B)(ii)(V).

## Section 402. Threshold Requirements

Applicants must meet all the following threshold requirements for participation in the competitive allocation:

- (a) **Housing Element compliance:** The Applicant must have a Housing Element that has been adopted by the jurisdiction's governing body by the application deadline date and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to GC Section 65585. A Local government's current Housing Element compliance status can be obtained by referencing the Department's website at <http://www.hcd.ca.gov/community-development/housing-element>.
- (b) **APR on the Housing Element submitted to the Department:** The Applicant must submit to the Department the APR required by GC Section 65400 for the current or prior year by the application deadline date.
  - (1) Please be advised that the Department will not accept other reports in lieu of the APR. Housing Authority Financial Reports, Redevelopment Reports, and other similar reports will not be accepted as meeting this requirement. If uncertain of the status of the report submittal for a Local government, please contact the Department for more information.
- (c) Submit by the deadline specified in the NOFA, on a form made available by the Department, a complete application which shall meet the following minimum requirements:
  - (1) Application requests a grant pursuant to Section 100(b)(3) in order to carry out one

or both of the eligible Activities set forth in Section 401.

- (2) Submission of the application is authorized by the governing board of the Applicant and by the developer co-applicant, if any.
- (3) Certification in the resolution that, if the Local government proposes allocation of funds for any Activity to another entity, the selection process shall avoid conflicts of interest, and shall be accessible to the public.
- (4) Demonstration of readiness, including site control for development Projects, land use entitlements, environmental review and commitments of other funding and resources required, as further set forth in the NOFA;
- (5) Underwriting requirements:
  - (A) Uniform Multifamily Regulations Subchapter 19 of Title 25, Division 1, Chapter 7 (commencing with Section 8300), as amended from time to time, and the Multifamily Housing Program Guidelines (commencing with Section 7300), as amended from time to time, are hereby incorporated by reference into this subchapter and shall apply to Rental Housing Developments receiving assistance under the PLHA competitive allocation. In the event of a conflict between the provisions of Subchapter 19 and these Guidelines, the provisions of these Guidelines shall prevail.
  - (i) Section 8312(c) of the Uniform Multifamily Regulations is hereby amended to read:
    - (c) For Projects utilizing 4 percent tax credits, Developer Fee payments shall not exceed the amount that may be included in Project costs pursuant to 4 CCR, Section 10327. In addition, the Developer Fee paid from development funding sources shall not exceed the following:
      - (1) For acquisition and/or rehabilitation Projects, or adaptive reuse Projects, the lesser of the amount of Developer Fee in Project costs or \$2,000,000.
      - (2) For new construction Projects, the base limit shall be the lesser of the amount that may be included in Project costs or \$2,200,000. To arrive at the final limit on Developer Fee paid from development funding sources, the base limit shall then be multiplied by a ratio that is the average of (i) the difference between 2 and the Project's high-cost ratio, as calculated pursuant to 4 CCR, Section 10317(i)(6) or successor language and (ii) 100 percent.
  - (ii) Section 8312(d) of the Uniform Multifamily Regulations shall not apply.
  - (iii) Section 8314(a)(1)(A) of the Uniform Multifamily Regulations is amended to read:
    - (A) Approved deferred Developer Fee, pursuant to Section 8312, provided that the aggregate of the Developer Fee paid from sources and paid as deferred shall not exceed \$3,500,000.

(B) Period of affordability: All assisted rental units shall be restricted for not less than 55 years.

(C) All development Projects shall demonstrate fiscal integrity.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii).

### **Section 403. Selection Criteria**

(a) Applications submitted within a competitive funding round shall be evaluated using the following criteria. Total available points shall equal 100.

1. Priority Points – 25 points

A. Population - 5 points

- (i) If the Applicant is a county that has a population of 200,000 or less within the unincorporated areas of the county, the Applicant shall receive all points.

B. Prior Award – 5 points

- (i) If the Applicant did not receive an award based on the formula specified in 42 USC, Section 5306 in 2016, the Applicant shall receive all points.

And either C (i) or C (ii) or C (iii) below:

C. Activity

- (i) Assistance for Homeless Persons through Program Activities – 15 points

- (a) Applications to assist persons experiencing or At risk of homelessness, including, but not limited to, through programs providing rapid rehousing, or rental assistance, or operating assistance to navigation centers shall receive all points.

Or

- (ii) Assistance to Homeless Persons through Development of Navigation Centers– 15 points

- (a) Applications for construction of navigation centers shall receive all points.

Or

## (iii) Assistance for Homeless Persons through Rental Projects – 15 points

- (a) Applications for the new construction, rehabilitation, or preservation of permanent or transitional rental housing in which all or at least 10 percent of the units are restricted to occupancy by tenants who are homeless or At risk of homelessness shall receive all points.

## 2. Evaluation Criteria – 75 points

Precise scoring for these factors will be set forth in the NOFA.

## A. Community Need – 30 points

- (i) Applicants will receive up to a maximum of 30 points based on the rate of households experiencing the most severe housing need according to the most recent HUD CHAS dataset in the Applicant Local government. Applicants will receive points in proportion to this percentage.

## B. Applicant Administrative Experience – 15 points

- (i) Applicants with prior experience administering local, state or federal affordable housing or community development programs or who have entered into a contract with an entity with prior experience in the implementation of local, state or federal affordable housing or community development programs will receive up to 15 points.

## C. Demonstrated Capacity – 30 points

- (i) Capacity points will be based on:

- (a) Sponsor experience in Affordable Rental Housing Development and ownership (Up to 30 points) or
- (b) Navigation center development experience (for development of these facilities) (Up to 30 points) or
- (c) Program Operator experience (for non-development Activities) (Up to 30 points)

- (b) Where applications requesting funds for more than one eligible Activity pursuant to Section 401 are permitted by the NOFA, each Activity will receive a separate score for each rating factor, and have an individual Activity total. It is possible that one Activity may score highly enough to receive an award, and the other Activity does not.

- (c) In the event of tied point scores and insufficient funding for both applications, the Department shall rank the tied applications as follows:

- (1) If one of the tied applications is for an Affordable Rental Housing Development and the other is for a program Activity or development of a navigation center, the

- Affordable Rental Housing Development application will be selected for funding;
- (2) If one of the tied applications is for a navigation center and the other is for a program Activity, the navigation center will be selected for funding;
  - (3) If both of the tied applications are for Affordable Rental Housing Developments, the Project with the lowest weighted average affordability of Restricted Units will be selected;
  - (4) If both of the tied applications are for navigation centers, the facility that provides overnight shelter to the greatest number of people will be selected;
  - (5) If both of the tied applications are for programs, the Local government with the highest rate of households experiencing the most severe housing need according to the most recent HUD CHAS dataset will be selected.
- (d) In the event there are insufficient funds to fulfill the entire funding request for the next highest scored application (Application A), the Department will determine whether Application A is feasible without the full funding request. If Application A is not feasible without full funding, the Department may offer the remaining funds to the application whose score is immediately below Application A. If the remaining funds are insufficient to fulfill the funding request for that application (Application B), the Department will again determine whether this application is feasible without the full funding request. If Application B is not feasible without the full funding request, the Department will perform the same analysis for the application whose score is immediately below Application B.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(i)(I)(ia) and subdivision (b)(2)(B)(ii)(V).

#### **Section 404. Application Review**

- (a) Applicants must submit a complete application by the deadline stated in the NOFA in order to be eligible for funding. Application forms provided by the Department will be available upon release of the NOFA and will require Applicants to submit the forms and other documents to demonstrate that the Local government has met threshold requirements. The application will require submission of documentation adequate to demonstrate that the application has earned the appropriate number of points.
- (b) The Department may request additional information to complete its review, provided that the new information would not affect scoring.
- (c) Applications recommended for funding are subject to conditions specified by the Department. Applicants will receive an official letter of award after the Department approves funding recommendations.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii).

## **Section 405. Deadlines and Funding Requirements**

- (a) Applicants will be required to enter into a state Standard Agreement (Standard Agreement) that will set forth conditions for funding and milestones that are required to be met.
- (b) After the Standard Agreement and attachments have been finalized, the Local government will follow provided instructions for signing all required documents. The Local government must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions or risk forfeiting the grant award.
- (c) Except for predevelopment expenses for construction projects funded by PLHA and the costs to develop and prepare the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the PLHA application is subject to the cap on administrative fees.
- (d) Grant funds shall not be disbursed until:
  - (1) the Department authorizes loan closing, in the case of development projects; or
  - (2) all general and special conditions have been complied with, in the case of other Activities.
- (e) If funds are used for the development of an Affordable Rental Housing Development, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Department-approved underwriting of the project for at least 55 years.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(VI).

## **ARTICLE V. ADMINISTRATION**

### **Section 500. Accounting Records**

- (a) The grantee shall establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the approved work plan, budget, and schedule. Separate bank accounts are not required.
- (b) The grantee shall maintain documentation of its financial records for expenditures incurred during the course of the PLHA Activity in accordance with generally accepted accounting principles. Such records shall be kept for at least five years after the close-out report is submitted to the Department.

- (c) The Department or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the PLHA grant.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(III) and subdivision (b)(2)(B)(IV) and subdivision (b)(3).

### **Section 501. Audits/Monitoring of Project Files**

- (a) Grantee shall maintain PLHA files which, at a minimum, should include the following information and reports:
  - 1) Project/Activity description
  - 2) Land/site Information
  - 3) Planning & zoning history (as appropriate)
  - 4) Records of public hearings and public comments
  - 5) Relocation needs (as appropriate)
  - 6) Contracts, loan and grant agreements, Standard Agreement
  - 7) Environmental records & reports/findings (as appropriate)
  - 8) Design/engineering reports & plans (as appropriate)
  - 9) Description of targeted beneficiaries, services to be provided, household incomes, special needs
  - 10) PLHA Activity costs, invoices, purchase orders, sources and uses of funds for PLHA Activities, terms & conditions of financings, draws and all supporting documentation, change orders (as appropriate)
  - 11) Activity schedule and amendments
  - 12) History of Plan amendments
  - 13) Procurement policy used for PLHA Activity(ies)
- (b) The grantee shall maintain such records for possible audit for a minimum of three years after the close-out report is submitted, unless a longer period of records retention is stipulated in the Standard Agreement.
- (c) The grantee shall be responsible for monitoring Rental Housing Developments that received PLHA funds for the term of the loan, including, but not limited to, the Projects' compliance with the occupancy and rent requirements set forth in the Regulatory Agreement, compliance with reserve requirements, and the compliance with habitability standards.
- (d) The grantee shall be responsible for monitoring AOWH loans to assure that the homes remain Owner-occupied.
- (e) If requested by the Department, the grantee shall obtain a report from a qualified,

licensed third party that certifies to the amounts of disbursement and identifies the specific Activities for which the disbursements were made. Such a report is permitted to be a component of the A-133 audit.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(IV) and subdivision (b)(3).

## **Section 502. Cancellation and Termination**

- (a) In the event that it is determined, at the sole discretion of the Department, that the grantee is not meeting the terms and conditions of the Standard Agreement, the Department shall issue a notice to stop work. Immediately upon receiving the written notice to stop work, the grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine the grantee's compliance with the terms and conditions after issuance of a stop work order, and to deliver a written notice to the grantee to resume work under this Standard Agreement.
- (b) The Department shall terminate the Standard Agreement if the grantee is not in compliance with the Guidelines or the terms and conditions of the Standard Agreement. At least 30 days prior to the effective date of the termination of the Standard Agreement, the Department shall provide written notice to the grantee of its intent to cancel the funding allocation. The notice shall specify the reason for early termination and may permit the grantee or the Department to cure any deficiency(ies) prior to the early termination date. The grantee will submit requested documents to the Department within 30 days of the early termination notice.
- (c) Failure to meet reporting requirements will result in notice to the grantee that it must satisfactorily cure any deficiencies within three months of the notice or it will forfeit the following year's PLHA formula allocation and be ineligible for a competitive award. The Local government will forfeit subsequent PLHA formula allocations and be ineligible for a competitive award until the Department determines that the Local government has met reporting requirements.
- (d) The Department may, as it deems appropriate or necessary, request the repayment of funds from a Local government or offset future years' funds, or pursue any other remedies available to it by law for failure to comply with the Guidelines and/or the terms and conditions of the Standard Agreement.
- (e) Co-Applicants may be adversely impacted by a notice to stop work and/or termination if one grantee is deemed by the Department to not meet the terms and conditions of the Standard Agreement, or fails to meet the reporting requirements outlined in Section 503.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(IV) and subdivision (b)(3).

### **Section 503. Reporting**

- (a) The Department shall provide grantees with reporting formats and instructions.
- (b) Annual Reports are required from all grantees pursuant to HSC Section 50470(b)(2)(B)(ii)(III) each year by July 31 for the term of the Standard Agreement. The Annual Report shall document the uses and expenditures of all awarded allocations and outcomes achieved. This report must be signed by both the Local government's PLHA administrator and the Local government's City Manager (or his/her designee), or Chief Executive Officer (or his/her designee) or Chief Financial Officer (or his/her designee). The Annual Report must describe any proposed amendment(s) to the approved Activity and schedule.
- (c) Upon expenditure of all allocated funds and completion of the Activities funded by PLHA, the grantee shall submit a close-out report, which will be part of the Annual Report.
- (d) The Department may request additional information as needed to meet other applicable reporting or audit requirements.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(III) and subdivision (b)(2)(B)(ii)(IV).

**EXHIBIT “G”  
LEASE AGREEMENT  
HARRISON SHELTER AND 5<sup>TH</sup> STREET HOUSING UNITS**

**[SEE ATTACHED ONE HUNDRED THIRTY TWO (132) PAGES]**

**EXHIBIT G**

**CITY OF CORONA**  
**LEASE AGREEMENT**  
**HARRISON SHELTER AND 5<sup>TH</sup> STREET HOUSING UNITS**  
**MERCY HOUSE LIVING CENTERS**

**1. PARTIES AND DATE**

This LEASE AGREEMENT (hereinafter “Agreement”) is entered into by and between the CITY OF CORONA, a California municipal corporation (hereinafter “City”), and MERCY HOUSE LIVING CENTERS, a California domestic nonprofit corporation (hereinafter “Operator”). This Agreement shall become effective as of December 7, 2022. Operator and City are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS**

2.1 Harrison Shelter. City is the owner of certain real property located at 420 West Harrison Street, in the City of Corona, County of Riverside, State of California, (Assessor Parcel No. 119-290-049) commonly referred to as the “Harrison Shelter” (the “Shelter”).

2.2 5<sup>th</sup> Street Housing Units. City is the owner of certain real property located at 926 and 932 West Fifth Street, in the City of Corona, County of Riverside, State of California, (Assessor Parcel No. 118-283-013), which is improved with twelve (12) multi-family housing units (the “5<sup>th</sup> Street Units”).

2.3 Lease of the Shelter. Operator desires to lease that certain portion of the Shelter described and illustrated on Exhibit “A,” attached hereto and incorporated herein by reference, and to operate thereon a homeless shelter and provide low-barrier, crisis stabilization shelter and supportive services to the homeless residents of the City of Corona in accordance with the terms and conditions set forth in this Agreement. Operator acknowledges and understands that the City will lease, by separate agreement, the remaining portion of the Shelter to the Centro Medico Community Clinic, Inc., a California nonprofit corporation for the provision of dental, medical, and behavioral health services to the homeless residents of the City of Corona.

2.4 Lease of the 5<sup>th</sup> Street Units. Operator also desires to lease the 5<sup>th</sup> Street Units and to operate and manage thereon permanent supportive housing for chronically homeless or disabled homeless residents with documentable ties to the City of Corona in accordance with the terms and conditions set forth in this Agreement.

2.5 Leased Premises. The Shelter and the 5<sup>th</sup> Street Units may be collectively referred to as the “Leased Premises” in this Agreement.

2.6 Homeless Services. As consideration for the lease of the Leased Premises, Operator shall also develop, provide and implement certain related homeless services and programs, as further described in this Agreement.

### 3. GENERAL LEASE TERMS

3.1 Right of Possession; Specific Use Exclusion. City hereby leases to Operator and Operator hereby leases from City, the Leased Premises on the terms and conditions hereinafter set forth in this Agreement, for the specific use and purpose set forth in Sections 3.1.1 and 3.1.2, as applicable (“Specific Use”).

3.1.1 Shelter. The Shelter shall be used as a year-round, low-barrier emergency shelter and navigation center with a total of forty (40) beds available 24 hours a day, 7 days a week for homeless residents with documentable ties to the City of Corona. The City reserves the right to waive the requirement for homeless residents to have documentable ties to the City on a case-by-case basis as requested by the Corona Police Department as necessary for enforcement of the Corona Municipal Code (“CMC”) and other applicable laws. The Shelter shall provide thirty (30) beds for single adult males, five (5) beds for single adult females and five (5) post-hospital recuperative care beds. Operator shall use, occupy and operate the Shelter in strict compliance with the Shelter Operations Plan attached hereto as Exhibit “B” and incorporated herein by reference, as may be amended from time to time by the City’s Representative. The Shelter shall also be used to provide shelter-related services, including, but not limited to, job counseling and job search services, clothing, food, case management, life skills training, mental health care, health care, and housing counseling and housing navigation services, which are more particularly described in Exhibit “B”.

3.1.2 5<sup>th</sup> Street Units. The 5<sup>th</sup> Street Units shall be used for permanent supportive housing to serve homeless with qualifying disabilities and/or chronically homeless residents with documentable ties to the City of Corona in accordance with the 5<sup>th</sup> Street Permanent Supportive Housing Program described in Exhibit “C” attached hereto and incorporated herein by reference. Subject to the requirements of Section 3.19 of this Agreement, Operator shall be authorized to enter into rental agreements with eligible tenants for the 5<sup>th</sup> Street Units provided that such tenancy satisfies all requirements of the 5<sup>th</sup> Street Permanent Supportive Housing Program and all other requirements set forth herein.

3.2 Term. The term of this Agreement shall commence on December 7, 2022 (“Commencement Date”) and continue until terminated as provided in Section 5 herein (“Term”).

3.2.1 No Holdover. Operator has no right to retain possession of the Leased Premises or any part thereof beyond the expiration or termination of this Agreement. Nothing contained herein shall be construed as consent by City to any holding over by Operator.

3.3 Rent. All monetary obligations of Operator to City under the terms of this Agreement are deemed to be rent (“Rent”).

3.3.1 Shelter. In consideration for Operator’s valuable public services and benefits provided through this Agreement, Rent shall be waived for the use of the Shelter by Operator for the Specific Use described in Section 3.1.1.

3.3.2 5<sup>th</sup> Street Units. As Rent for the 5<sup>th</sup> Street Units, Operator shall make an annual payment, on or before August 15<sup>th</sup> of each fiscal year, equal to the Residual Receipts/Program Income (defined below) from the operation and management of the 5<sup>th</sup> Street Units. Such annual payments shall be accompanied by the Operator’s report of the Residual Receipts/Program Income. Operator shall

provide the City with the audited financial statement provided for in Section 3.3.2.3, and any other documentation reasonably requested by City to substantiate Operator's determination of Residual Receipts/Program Income.

3.3.2.1 Definition of Residual Receipts/Program Income. For the purposes of this Agreement, "Residual Receipts" shall mean the sum of money computed as follows:

All rents, revenues, consideration or income (of any form) received by Operator in connection with or relating to the leasing, management or operation of the 5<sup>th</sup> Street units, including any net revenue from contributions, loans or grants which is not required to meet future project obligations ("Gross Revenue") less all of the following: all customary and reasonable costs and expenses reasonably and actually incurred in connection with the operation and maintenance of the 5<sup>th</sup> Street Units, including but not limited to premiums for property insurance and liability insurance, property management services for tenant recruitment, selection, and if necessary, eviction; utility services not paid directly by tenants; maintenance and repair costs not covered by the City; security services and staffing costs to provide social/supportive services, and 24/7 on call facility maintenance personnel in an amount approved as part of the Annual Budget (defined below); reasonable amounts (approved by City) expended to restore the 5<sup>th</sup> Street Units after a casualty loss or condemnation; reasonable and customary cost for accounting and auditing the books and records of the 5<sup>th</sup> Street Units; taxes; franchise tax filing fees; and any reserves reasonably required for the operation and management of the 5<sup>th</sup> Street Units that are approved by the City (collectively, "Operating Expenses").

3.3.2.2 Annual Budget. Operator shall prepare and submit to the City a proposed annual operating budget for the management and operation of the 5<sup>th</sup> Street Units ("Annual Budget") no later than 60 days preceding the effective fiscal year of such budget. The Annual Budget shall include the projected Gross Revenue and Operating Expenses for the year and a line item showing the projected Residual Receipts/Program Income from the 5<sup>th</sup> Street Units for the year. The City will review the Annual Budget and, if acceptable, approve it, which approval shall not be unreasonably withheld. If the Annual Budget is not acceptable, the City shall specify the reasons for disapproval. The intent of this section is to provide the City an opportunity to disapprove any unreasonable expenses which would diminish the Residual Receipts/Program Income from the 5<sup>th</sup> Street Units. Once approved, any changes to the Annual Budget which exceed ten percent (10%) of the total Annual Budget shall require the City's prior written consent, which consent shall not be unreasonably withheld.

3.3.2.3 Audited Financial Statement. Operator shall annually provide to the City an audited financial statement documenting the calculation of Residual Receipts/Program Income for the previous fiscal year ending June 30. The audited financial statement shall be provided on or before August 15 of the new fiscal year, together with payment of the Residual Receipts/Program Income payment due to the City. The City shall have the right to inspect and audit Operator's books and records concerning the calculation of the Residual Receipts and to object within ninety (90) days from receipt of Operator's statement. Failure to timely object shall be deemed acceptance. If the City does object, the City shall specify the reasons for disapproval. Operator shall have thirty (30) days to reconcile any disapproved item. If Operator and the City cannot agree on the amount of the Residual Receipts/Program Income payment, an independent auditor mutually selected by Operator and the City shall resolve any disputed items. The cost of the auditor shall qualify as an allowable Operating Expense.

3.4 Late Charges. Operator hereby acknowledges that late payment by Operator to City of any payment under this Agreement or any other sums due hereunder will cause City to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any payment, or any other sum due from Operator to City is not received by the City within five (5) days after such amount is due, whether or not any notice of default or another notice has

been given, Operator shall pay a late fee equal to five percent (5%) of all delinquent amounts. The Parties hereby agree that such interest charges represent a fair and reasonable estimate of the costs City will incur by reason of late payment by Operator. City's acceptance of payment of such fees shall not constitute a waiver of Operator's default with respect to the overdue sum, or prevent City from exercising any of its other rights and remedies under this Agreement. In the event that any check or other instrument of payment given by Operator to City is dishonored for any reason, the City may charge a returned check fee, in addition to five (5) percent of the delinquent amount, if any.

3.5 Utilities; Janitorial Services. Operator shall make all arrangements for and pay (or require tenants at the 5<sup>th</sup> Street Units to pay) for all utilities serving the Leased Premises, including but not limited to telephone, internet, gas, electricity, water, heat, light power, and trash collection, and any associated connection charges. Operator shall pay for janitorial services for the Shelter. The cost of janitorial services for the 5<sup>th</sup> Street Units shall qualify as an allowable Operating Expense. The cost of janitorial services for the Shelter may be included as a budgeted operating expense in the Shelter Funding Agreement.

3.6 Obligation to Refrain from Discrimination. Operator covenants and agrees for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person, or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12936.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Leased Premises nor shall the Operator, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, subtenants, sublessees or vendees in the Leased Premises.

3.7 Waste and Nuisance. Operator shall not commit or permit any waste on or about the Leased Premises, nor commit or maintain any public or private nuisance on or about the Leased Premises. Operator shall use its best efforts to prevent any third party from committing any waste on or about the Leased Premises, or from committing any public or private nuisance on or about the Leased Premises.

3.8 Compliance with Laws, Rules, Regulations. Operator shall at all times comply with the requirements of local, state and federal laws, rules, orders and regulations now in force or which may hereinafter be in force ("Regulations"). In order to comply with the Regulations, Operator shall obtain, at its sole cost and expense, all licenses, permits and approvals that the Regulations require for the use or operation of the Leased Premises, the cost of which shall qualify as an allowable Operating Expense for the 5th Street Units and may be included as a budgeted operating expense for the Shelter in the Shelter Funding Agreement. The Operator shall maintain all licenses, permits and approvals throughout the Term of this Agreement.

### 3.9 Use of Leased Premises.

3.9.1 Operator's Personnel and Invitees. Operator shall be responsible for the use of the Leased Premises and any Common Areas (as defined in Section 3.10.1) within the Leased Premises, by the Operator and its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator's presence or activities under this Agreement ("Operator's Personnel and Invitees").

3.9.2 General Rule. Operator shall use and occupy the Leased Premises only for the Specific Use and no other purpose. Changes in Specific Use of the Leased Premises must be submitted for approval by City, prior to any change. Operator shall also not occupy or use, or permit the Leased Premises or any part thereof to be occupied or used, for any unlawful or illegal business, use or purpose, nor for any business, use or purposes which is disreputable or extra-hazardous. Operator shall immediately, upon discovery of any such unlawful, illegal, disreputable or extra-hazardous use, take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove occupants or other persons guilty of such unlawful, illegal, disreputable or extra-hazardous use.

3.9.3 5<sup>th</sup> Street Units Regulatory Agreement. Operator understands and acknowledges that the 5<sup>th</sup> Street Units are subject to the terms, conditions and covenants set forth in that certain Regulatory Agreement (Mission Apartments) dated May 16, 2012 and recorded in the Official Records of the County of Riverside on July 9, 2012 as Document No. 2012-0317351 and that certain First Amendment to the Regulatory Agreement (Mission Apartments) dated March 19, 2014 and recorded in the Official Records of the County of Riverside on March 20, 2014 as Document No. 2014-0103954 (collectively, the "Regulatory Agreement"), attached hereto as Exhibit "D" and incorporated herein by reference. Operator shall use, occupy, operate and rent the 5<sup>th</sup> Street Units in strict compliance with the Regulatory Agreement. Operator hereby expressly assumes the duty and obligation to perform and comply with each of the covenants, restrictions and reservations set forth in the Regulatory Agreement, including, without limitation, all obligations imposed upon CNRM as set forth in the Regulatory Agreement.

### 3.10 Common Areas & Use of Other Facilities.

3.10.1 Common Areas. Operator shall use reasonable diligence to maintain or cause to be maintained the Common Areas, which areas are generally described as those portions of the Leased Premises made available for the non-exclusive use of tenants or occupants of the Leased Premises and their owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with the tenant's presence or activities under this Agreement ("Common Areas"). Operator shall operate, manage, equip, light, repair and maintain the Common Areas for their intended purpose. Operator and Operator's Personnel and Invitees shall have the non-exclusive right, in common with the City and all others to whom City has granted or may hereafter grant rights, to use the Common Areas, subject to such reasonable rules and regulations as City may from time to time impose. Operator expressly understands, acknowledges and agrees that City shall not be liable or responsible in any manner for any property owned, used or maintained by Operator or Operator's Personnel and Invitees, or any other property for which any of them is or may be responsible, which is located, stored or left in the Common Areas, either with or without permission of the City, and Operator hereby assumes the risk and waives all claims and demands, pursuant to Section 3.22 below, and shall defend, indemnify and hold harmless, pursuant to Sections 3.23 and 3.24 below, the Indemnified Parties (as defined in Section 3.23) for anything that may happen to such property.

3.11 Vehicle Parking. Operator, its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator's presence or activities under this Agreement may park in the public parking areas on and around the Leased Premises. Said parking areas shall be used for parking by vehicles no larger than full-size passenger automobiles, pick-up trucks or sport utility vehicles. Notwithstanding the foregoing, tenants permitted to occupy the 5<sup>th</sup> Street Units may park in the carport parking space assigned to the tenant's unit. To accommodate overnight, overflow parking for the Operator and any other personnel working at the Shelter, on-street parking for a limited number of vehicles is permitted on Harrison Street between the hours of 8 pm to 8 am. If additional spaces are needed to accommodate staff, vendors, or authorized

guests with vehicles, the City will evaluate parking demand and determine if additional on-street parking is warranted.

### 3.12 Repairs and Maintenance.

3.12.1 Obligations of Operator. Operator shall, maintain, repair and replace, and keep in good and safe condition, all portions of the Leased Premises not required to be maintained, repaired or replaced by City as provided in Section 3.12.2, including, but not limited to the following: (i) appliances; (ii) flooring replacement; (iii) painting; (iv) window coverings/screens; (v) and landscape maintenance. Any repair and maintenance costs incurred by Operator pursuant to this section shall qualify as an Operating Expense for the 5<sup>th</sup> Street Units and may be included as a budgeted operating expense for the Shelter in the Shelter Funding Agreement.

3.12.2 Obligations of City. City shall, at City's expense, maintain, repair and replace, and keep in a good and safe condition the following: (i) the roof, foundation, exterior walls and all structural components of the Leased Premises; (ii) the plumbing, electrical wiring and systems, and the heating, ventilating and air conditioning systems, except for routine maintenance or repair of such items solely within the Leased Premises; (iii) the plumbing and electrical fixtures; (iv) the security systems (cameras, alarms, keypads, etc.); (v) the monthly service fees for the security system for the Shelter and the 5<sup>th</sup> Street Units; and (vi) internet service at the Shelter. The foregoing obligations of City shall not apply to any damage to the Leased Premises (including the Common Areas) arising as a result of the willful acts or negligence of Operator, its employees, agents, tenants, invitees or assigns, or any occupants of the Leased Premises, the repair or restoration of which shall be the sole responsibility of Operator.

3.12.3 Graffiti. In addition to any other maintenance obligation herein, Operator shall be responsible for the prompt removal of any graffiti on the Leased Premises after Operator is provided notice that graffiti is present thereon. The cost of graffiti removal shall qualify as an Operating Expense for the 5<sup>th</sup> Street Units and may be included as a budgeted operating expense for the Shelter in the Shelter Funding Agreement. Within forty-eight (48) hours after Operator is provided notice that graffiti is present on the Leased Premises, Operator shall remove any graffiti by either painting over the vandalized area with a paint that has been color-matched to the surface on which the paint is applied, or by use of solvents, detergents or water as appropriate. If such graffiti is not removed within the required forty-eight (48) hours by Operator, City shall have the right to enter on or upon the Leased Premises to remove the graffiti. Operator shall reimburse any sum expended by City to remove the graffiti. For assistance with graffiti remediation, Operator may also report the graffiti to the City of Corona's Graffiti Hotline (currently, the telephone number is 951-278-3227).

3.12.4 Signs. All signs and graphics of every kind visible from public view corridors, or the exterior of the Leased Premises will be subject to City's prior written approval, and will be subject to any applicable governmental laws, ordinances and design standards as set forth in the Corona Municipal Code Chapter 17.74. Operator must remove all signs and graphics prior to the termination of this Agreement.

### 3.13 Condition of Leased Premises.

3.13.1 As-Is. Operator acknowledges that it has examined the Leased Premises and any common areas to which Operator and its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator's presence or activities under this Agreement will have access, and agrees to take possession of the Leased Premises in an AS-IS condition. Operator acknowledges and agrees that City has made absolutely no representations, guarantees or warranties regarding the Leased Premises, nor has City made representations, guarantees or

warranties regarding whether the Leased Premises and improvements thereon comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect at the commencement of this Agreement.

3.13.2 Certified Access Specialist Disclosure. As required by Civil Code Section 1938, in executing this Agreement Operator is on notice that the 5<sup>th</sup> Street Unit housing units have not undergone inspection by a Certified Access Specialist. The Shelter was inspected by a Certified Access Specialist on May 19, 2021. Required ADA improvements will be completed as part of the City's Phase 2 renovation construction contract before Operator takes possession of the Shelter. If a disability access inspection certificate is issued to the City for the Shelter, the City shall provide a copy of it and any inspection report to the Operator within seven (7) days of receipt of the certificate, but prior to the date the Operator takes possession of the Shelter. If a disability access inspection certificate is not obtained for the Shelter, the City hereby notifies the Operator that a Certified Access Specialist (CAsp) can inspect the Shelter and determine whether the Shelter complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the Shelter, the City may not prohibit the Operator from obtaining a CAsp inspection of the Shelter for the occupancy or potential occupancy of the Shelter, if requested by the Operator. The Parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Shelter.

3.13.3 Keys and Security Alarm. Operator has received five (5) sets of master keys for the 5<sup>th</sup> Street Units and any other building/structure located thereon. Operator understands that each time a key is lost, Operator will be charged One Hundred Dollars (\$100.00) for replacing the lock/key set. Operator shall not make copies of any keys for the 5<sup>th</sup> Street Units. Operator has received five (5) sets of master keys for the Shelter. When the access system is fully installed sometime in 2023, Operator will also receive fifteen (15) sets of key cards for electronic access to the Shelter. Operator understands that each time a key card is lost, Operator will be charged One Hundred Dollars (\$100.00) for replacing the key card. At no additional cost to Operator, the City's Representative may approve additional master keys or access cards to accommodate staffing levels and service needs. While Operator shall not make copies of any key cards for the Shelter, in order to gain access to the Shelter and/or Common Areas, City may allow Operator to be issued one or more security access codes for Operator and its owners, officers, employees, agents, guests, invitees, and others who enter the Shelter on behalf of or in connection with Operator's presence or activities under this Agreement.

3.14 Damage or Destruction of Leased Premises. Unless as the result of negligence or intentional unlawful act of Operator, if during the term of this Agreement, any portion of the Leased Premises shall be damaged by fire or other catastrophic cause, so as to render such portion of the Leased Premises untenable, the obligations under this Agreement may be suspended with respect to that portion of the Leased Premises that has been rendered untenable while such portion of the Leased Premises remains untenable. In the event of such damage, Operator shall give City notice of such untenable conditions and the City shall elect in its sole discretion, whether to repair the Leased Premises or to cancel this Agreement with respect thereto. City shall notify Operator in writing of its election within thirty (30) days after service of notice by Operator. In the event that City elects not to repair the portion of the Leased Premises that has been rendered untenable, this Agreement shall be deemed canceled with respect to that portion of the Leased Premises as of the date the damage occurred with respect to the applicable portion(s), and the Agreement will remain in full force and effect for the portion of the Leased Premises that has not been rendered untenable.

3.15 Alterations, Additions and Improvements. Operator may not make any alterations, improvements or additions in, on or about any of the Leased Premises without first submitting detailed plans and drawings of proposed work to City, obtaining City's prior written consent and obtaining building permits as required by the Corona Municipal Code, except as expressly provided for in this Agreement.

3.15.1 Fixtures. Should any alterations to the Leased Premises become fixtures under California law those items shall at once become a part of the realty and belong to City. However, City may, in its sole discretion, require Operator to remove any alterations, fixtures, or other tenant improvements prior to vacating the Leased Premises. Operator shall be responsible for repair for any damage caused by said removal.

3.15.2 No Liens. Operator shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by the Operator, and Operator shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by City shall constitute a default of this Agreement.

3.15.3 Removal of Liens. At its election, but without having any obligation to do so, the City may pay such liens not so removed by the Operator and the Operator shall, within ten (10) days following the receipt of written request from the City, reimburse City for all such costs incurred by City with respect to the removal of such liens.

3.16 Entry and Inspection. Except for in the case of an emergency, Operator shall permit City or City's agents to enter the Leased Premises at all times upon reasonable prior oral or written notice for the purpose of inspecting the Leased Premises, for necessary repairs, restorations and replacements to the Leased Premises as set forth above, and for otherwise determining Operator's compliance with this Agreement. In the case of an emergency, City shall be permitted to immediately enter the Leased Premises, without any prior notice to Operator.

3.17 No Assignment and Subletting Allowed; 5<sup>th</sup> Street Rental Agreements. Operator shall not sell, assign, sublease, mortgage, pledge, hypothecate or otherwise transfer this Agreement or any right therein, nor make any total or partial sale, assignment, sublease, mortgage, pledge, hypothecation or transfer in any other mode or form of the whole or any part of the Leased Premises.

3.17.1 5<sup>th</sup> Street Units Rental Agreements. Notwithstanding Section 3.17 of this Agreement, Operator is permitted to enter into rental agreements between the Operator and individual tenants for tenancy in the 5<sup>th</sup> Street Units provided that: (a) the tenant is chronically homeless or disabled homeless with documentable ties to the City of Corona; and (b) the tenant qualifies as a Qualified Household, as that term is defined in the Regulatory Agreement. The City shall not be a party to the rental agreements. Operator shall provide its template rental agreement to the City's Representative for review and approval at least sixty (60) days prior to entering into a rental agreement with a tenant at the 5<sup>th</sup> Street Units. At a minimum, the rental agreement shall include the following provisions:

3.17.1.1 Affordable Rent. The rent charged to the tenant shall not exceed an Affordable Rent, as that term is defined in the Regulatory Agreement.

3.17.1.2 Indemnification. The tenant shall be required to defend, indemnify and hold the City and its officials, officers, employees, volunteers and agents from and against any claims arising out of (1) the occupancy of a 5<sup>th</sup> Street Unit by the tenant, and/or (2) activities in the 5<sup>th</sup> Street Unit undertaken by the tenant and/or their guests and invitees.

3.17.1.3 Regulatory Agreement. The Regulatory Agreement shall be incorporated into the rental agreement by reference and shall apply to the tenant's tenancy in the 5<sup>th</sup> Street Unit.

3.17.1.4 Termination. The rental agreement shall provide that in the event this Agreement is terminated, the rental agreement shall, at the City's option, either automatically terminate at the same time as this Agreement or shall be automatically assigned to the City as of the effective date of termination of this Agreement.

3.18 Assumption of Risk, Waiver, and City's Non-liability. To the maximum extent allowed by law, except for City's willful or actively negligent acts, Operator assumes any and all risk of loss, damage or injury of any kind to any person or property which is in, on or about the Leased Premises. Operator's assumption of risk shall include, without limitation, loss or damage caused by defects within the Leased Premises or any fixture therein, accident, fire or other casualty on the Leased Premises. To the maximum extent allowed by law, except for City's willful or actively negligent acts, Operator hereby waives all claims and demands against City and its officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of Operator sustained by Operator or any person claiming to be Operator resulting from any occurrence on or about the Leased Premises.

A general release does not extend to claims which 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.

Operator hereby waives the benefits of Civil Code Section 1542 and all other state or federal statutes or judicial decisions of similar effect. The provisions of this Section shall survive the termination of this Agreement.

 Operator's Initials

3.19 Indemnification. To the fullest extent permitted by law, Operator agrees to defend, indemnify and hold harmless City and its officials, officers, employees, volunteers and agents (collectively, "Indemnified Parties") from and against any and all claims, suits, actions or other proceedings of every kind relating to or arising from Operator's possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Premises or Common Areas, or any portion thereof, specifically including, without limitation, any loss, action, damages, liability, or expense (including attorneys' fees) arising by reason of: (i) the death or injury of any person or persons, including Operator or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator's presence or activities under this Agreement, or by reason of the damage or destruction of any property, including property owned by Operator or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator's presence or activities under this Agreement, and caused or allegedly caused by either the condition of said premises, or some act or omission on the Leased Premises of the Operator or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator's presence or activities under this Agreement; (ii) the willful or negligent act or omission of Operator or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator's presence or activities under this Agreement, including without limitation any subtenants (if applicable); (iii) the breach, default, violation or nonperformance of this Agreement by Operator; (iv) the Operator's failure to comply with any

requirement of local, state or federal law or any requirement imposed by City or by any duly authorized governmental agency or political subdivision. Operator must pay, satisfy and discharge any and all money judgments that may be recovered against any Indemnified Party in connection with the foregoing. Operator's obligation hereunder shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by any Indemnified Party.

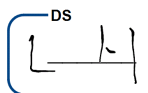
3.20 Duty to Defend. Upon written request from an Indemnified Party, Operator shall defend (with counsel acceptable to that Indemnified Party, in the Indemnified Party's reasonable discretion, and at Operator's sole cost and expense) any claim, suit, action or other proceedings covered by Section 3.21. Operator shall pay or satisfy all reasonable costs, fees or expenses of any kind incident to such defense or incident to enforcing this defense and indemnity obligation, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, expert or other consultant fees, settlement payments, and amounts paid in satisfaction of any judgment, award or decree that may be rendered against an Indemnified Party. Operator shall specifically and expressly be obligated to reimburse any Indemnified Party for the cost of any settlement paid by any Indemnified Party, whether paid for themselves or on behalf of another Indemnified Party, as part of any such claim, suit, action or other proceeding. Operator's obligation hereunder shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by any Indemnified Party.

3.21 Subordination. This Agreement is and shall be subordinate to any reciprocal easement agreement, ground lease, facilities lease or other underlying lease and the lien of any mortgage or deed of trust and all renewals, modifications, consolidations, replacements and extensions of any of the foregoing, that may now exist or hereafter be executed by City affecting the Leased Premises, or any part thereof, or City's interest therein, without the necessity of executing any instrument to effectuate such subordination; provided, however, upon City's request, Operator, or Operator's successor-in-interest, shall execute and deliver any and all instruments desired by City evidencing such subordination in the manner requested by City. Notwithstanding the foregoing, City or the holder of such interests shall in its respective discretion, have the right to subordinate any such interests to this Agreement. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or conveyance in lieu of foreclosure is made for any reason, Operator shall attorn to the successor-in-interest to City, at the option of such successor-in-interest. The provisions of this Section shall be self-operative and no further instrument shall be required. Operator agrees however, to execute and deliver, upon demand by City and in the form requested by City, any additional documents evidencing the priority or subordination of this Agreement.

3.22 Hazardous Materials Prohibited. The use, generation, storage or disposal of Hazardous Materials on the Leased Premises is strictly prohibited, and any such use, generation, storage, or disposal shall result in a default and termination of this Agreement. For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq.; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

3.23 Taxable Possessory Interests. Operator acknowledges that the execution of this Agreement for the Leased Premises creates a taxable possessory interest pursuant to Revenue Taxation

Code Section 107, as amended from time to time, subjecting Operator to pay any and all taxes levied on this interest in government owned real property. A taxable possessory interest exists when a person or entity has the right to a beneficial use of tax exempt, government owned real property whether Rent is paid or not. These possessory interest taxes are to be paid by Operator directly to the County Tax Collector and shall be kept current, without delinquency. OPERATOR IS ADVISED TO CONTACT THE COUNTY ASSESSOR PRIOR TO ENTERING INTO THIS AGREEMENT FOR INFORMATION. All possessory taxes are assessed yearly as of January 1<sup>st</sup> of each year. If the payment of the taxes become delinquent, City may consider the failure to pay taxes owed a breach of this Agreement and grounds for termination. The person or entity in actual or constructive possession of the property on the lien date is liable for the tax for the entire year. There is no provision for proration of the taxes. Upon termination of the occupancy and thereby the taxable possessory interest, the Operator is still responsible for the remaining portion of the tax bill through the end of that year. The payment of possessory taxes shall qualify as an Operating Expense for the 5<sup>th</sup> Street Units and may be included as a budgeted operating expense for the Shelter in the Shelter Funding Agreement.

 Operator's Initials

3.24 Taxes. In addition to the possessory taxes described herein, Operator shall pay as part of Rent during the term of this Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Agreement by any governmental agency or entity on or against the Leased Premises, personal property located on or in the Leased Premises, and the leasehold estate created by this Agreement. The payment of property taxes and assessments shall qualify as an Operating Expense for the 5<sup>th</sup> Street Units and may be included as a budgeted operating expense for the Shelter in the Shelter Funding Agreement.

### 3.25 Termination of Agreement and Recapture of Space.

3.25.1 City's Right to Recapture Space. In addition to City's rights to terminate this Agreement pursuant to Section 5, City may, upon thirty (30) days' written notice to Operator, terminate this Agreement as it pertains to all or a portion of the Leased Premises at any time, without cause in the City's sole discretion. A termination of the Agreement under this Section shall be known as a "Recapture." For the avoidance of doubt, the City shall have the right under this Section 3.27 to terminate this Agreement as it pertains to just the Shelter, just the 5<sup>th</sup> Street Units, both the Shelter and the 5<sup>th</sup> Street Units, or some discrete portion of the Shelter and/or the 5<sup>th</sup> Street Units. If City elects to Recapture all or a portion of the Leased Premises from Operator, the following shall apply:

(A) Recapture of Space. The portion of the Leased Premises subject to Recapture (the "Recapture Space") shall be deleted from the Leased Premises for all purposes hereunder, and Operator and City shall be relieved of all their rights and obligations hereunder with respect to the Recapture Space except to the extent the same would survive the expiration or termination of this Agreement pursuant to the provisions hereof, and City shall pay any cost incurred in physically separating the Recapture Space (if less than the entire Leased Premises) from the balance of the Leased Premises and in complying with any applicable governmental laws or regulations relating to such separation. City shall not be liable or responsible for any payments or expenses for relocation, loss of goodwill, just compensation, inverse condemnation, or unlawful pre-condemnation conduct incurred by Operator or allowed by law, and Operator specifically waives and disclaims any right to such payments.

#### 4. INSURANCE

4.1 Time for Compliance. This Agreement shall not commence until Operator has provided evidence satisfactory to the City that it has secured all insurance required under this Section.

4.2 Insurance Requirements. Operator shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Premises by the Operator and/or its officers, officials, agents, representatives, volunteers or employees. Operator may deduct insurance costs from operating expenses budgeted in the Harrison Shelter funding contract with the City and from the Residual Receipts/Program Income generated from the 5th Street Housing units.

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

4.2.2 Minimum Limits of Coverage. Operator shall maintain limits no less than: (A) *General Liability*: \$5,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$4,000,000 per accident/\$5 million aggregate for bodily injury and property damage, provided that the aggregate limit shall apply separately to this Agreement; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

4.2.3 Operator shall also procure and maintain, at its own expense, for the duration of this Agreement fire legal liability and extended coverage insurance for Operator's fixtures, goods, wares, or personal property on or in the Leased Premises.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, volunteers and agents shall be covered as additional insurers with respect to the possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Premises by the Operator and its officers, officials, agents, representatives, volunteers or employees (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance with respect to the City, its officials, officers, employees, volunteers and agents (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, volunteers and agents shall be excess of the Operator's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. No endorsement required.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, volunteers and agents for losses paid under the terms of the insurance policy which arise from work performed by the Operator.

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

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

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

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

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

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

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

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

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

4.2.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 4.2, including limits, based on any of the following: (A) the nature of the risk of the Operator's use of the Leased Premises; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

## **5. DEFAULT/ BREACH; REMEDIES**

5.1 Default; Breach. A "Default" is defined as a failure by the Operator to comply with or perform any of the terms, covenants, or conditions of this Agreement. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Operator to cure such Default within any applicable grace period:

5.1.1 Abandonment. The abandonment of the Leased Premises, or any portion thereof; or the vacating of the Leased Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance required by this Agreement is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

5.1.2 Failure to Pay. The failure of Operator to make any payment of Rent required to be made by Operator hereunder, whether to City or to a third party, when due.

5.1.3 Failure to Provide Insurance. The failure of Operator to provide reasonable evidence of insurance or to fulfill any obligation under this Agreement which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Operator.

5.1.4 Default. A Default by Operator as to the terms, covenants, conditions or provisions of this Agreement, other than those described above, where such Default continues for a period of three (3) days after written notice.

5.1.5 Misrepresentation. The discovery by City that any financial statement of Operator given to City was materially false.

5.1.6 Breach of Guarantor. If the performance of Operator's obligations under the Agreement are guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Agreement other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Operator's failure, within thirty (30) days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Operator, equals or exceeds the

combined financial resources of Operator and the Guarantors that existed at the time of execution of this Agreement.

5.1.7 Breach of Shelter Operations Plan. A failure by the Operator to comply with or perform any of the duties or obligations set forth in the Shelter Operations Plan, where such failure continues for a period of three (3) business days following written notice to Operator.

5.1.8 Breach of Regulatory Agreement. A failure by the Operator to comply with or perform any of the duties or obligations set forth in the Regulatory Agreement, where such failure continues for a period of three (3) business days following written notice to Operator.

5.2 Remedies. If Operator fails to perform any of its affirmative duties or obligations, City may, at its option, perform such duty or obligation on Operator's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Operator shall pay to City an amount equal to 115% of the costs and expenses incurred by City in such performance upon receipt of an invoice therefore. In the event of a Breach, City may, with or without further notice or demand, and without limiting City in the exercise of any right or remedy which City may have by reason of such Breach, take any of the following actions:

5.2.1 Termination. Terminate Operator's right to possession of all or a portion of the Leased Premises by any lawful means, in which case this Agreement shall terminate with respect to that portion of the Leased Premises and Operator shall immediately surrender possession to City. For the avoidance of doubt, the City shall have the right under this Section 5.2.1 to terminate this Agreement as it pertains to the Shelter based upon a Breach occurring at the 5<sup>th</sup> Street Units or, conversely, to terminate this Agreement as it pertains to the 5<sup>th</sup> Street Units based upon a Breach occurring at the Shelter. The City's right to terminate this Agreement under this Section 5.2.1 shall be construed to permit the City to terminate this Agreement as it pertains to just the Shelter, just the 5<sup>th</sup> Street Units, both the Shelter and the 5<sup>th</sup> Street Units, or some discrete portion of the Shelter and/or the 5<sup>th</sup> Street Units based upon a Breach occurring at just the Shelter, just the 5<sup>th</sup> Street Units, or both the Shelter and 5<sup>th</sup> Street Units. In such event, City shall be entitled to recover from Operator: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Operator proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Operator's failure to perform its obligations under Agreement or which the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Leased Premises, expenses of reletting, including necessary renovation and alternation of the Leased Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by City in connection with this Agreement applicable to the unexpired term of this Agreement. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Leased Premises are located at the time of award plus one percent. Efforts by City to mitigate damages caused by Operator's Breach of this Agreement shall not waive City's right to recover damages under any other Section of this Agreement.

5.2.2 Civil Code 1951.4. Have the remedy available under California Civil Code section 1951.4 by continuing the lease in effect after Operator's breach and abandonment and recover Rent as it becomes due, in which event Operator may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Operator's interests, shall not constitute a termination of the Operator's right to possession.

5.2.3 All Other Remedies. Pursue any other remedy now or hereafter available under the law or judicial decisions of the State of California. The expiration or termination of this Agreement and/or the termination of the Operator's right to possession shall not relieve Operator from liability under any indemnity provisions of this Agreement as to matters occurring or accruing during the term hereof or by reason of Operator's occupancy of the Leased Premises.

5.3 Breach by City. Operator may terminate this Agreement upon City's breach of any of its obligations under this Agreement and City's failure to cure such breach within thirty (30) days after receipt of written notice from the Operator or, if such cure cannot be completed within thirty (30) days, City's failure to commence such cure within thirty (30) days after its receipt of written notice and thereafter diligently prosecute such cure to completion.

5.4 Termination for Loss of Funding. City may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice to Operator in the event anticipated or actual funding from a state, federal or other source for the operation of the Shelter or 5<sup>th</sup> Street Housing Units is withdrawn, reduced or limited in any way such that the City is unable to satisfy its obligations under that certain Professional Services and Funding Agreement with Mercy House Living Centers for Homeless System of Services dated December 7, 2022 ("Shelter Funding Agreement") between City and Operator.

## **6. ENFORCEMENT OF AGREEMENT**

6.1 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Riverside, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings that arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Riverside, California. Operator consents to the personal jurisdiction and venue in federal or state court located within or for the County of Riverside, California and hereby waives any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

6.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Operator requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Operator. Any waiver by any Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by that Party, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.4 Legal Action. In addition to any other rights or remedies, any Party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

6.5 Attorneys' Fees. If any Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing Party.

6.6 City's Representative. The City hereby designates the Homeless Solutions Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Operator shall not accept direction or orders from any person other than the City's Representative or his or her designee.

6.7 Operator's Representative. Operator hereby designates Larry Haynes or his designee, to act as its representative for the performance of this Agreement ("Operator's Representative"). Operator's Representative shall have full authority to represent and act on behalf of the Operator for all purposes under this Agreement.

## 7. MISCELLANEOUS PROVISIONS

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

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

7.3 Notice. Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other Party or any other person shall be in writing and either served personally, by facsimile transmission, email, or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section. Notices transmitted by facsimile transmission shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient). Notices transmitted by electronic mail transmission shall be deemed delivered upon being sent, but only if no message of unavailability or undeliverability is received. If notice is deemed received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day. Any notices required to be given by City under this Agreement, including but not limited to those required pursuant to Section 5, shall be in lieu of, and not in addition to, the notices required by California's Unlawful Detainer Statutes (Civil Code of Procedure section 1161 et seq.).

### City:

City of Corona  
City Manager's Office  
Homeless Solutions Programs  
400 S. Vicentia Avenue  
Corona, CA 92882  
Email: [Karen.Roper@coronaca.gov](mailto:Karen.Roper@coronaca.gov)

### Operator:

Mercy House Living Centers  
Larry Haynes, CEO  
203 N. Golden Circle  
Santa Ana, CA 92705  
Email: [Larryh@mercyhouse.net](mailto:Larryh@mercyhouse.net)

7.4 Integrated Agreement. This Agreement contains all of the agreements of the Parties and all previous understanding, negotiations and agreements are integrated into and superseded by this Agreement.

7.5 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

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

7.7 Exhibits. All exhibits attached hereto are hereby incorporated by reference as if fully set out in the body of this Agreement.

7.8 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

7.9 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

7.10 Independent Representation by Counsel. The Parties represent and declare that in executing this Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently-selected counsel, concerning the nature, extent and duration of their rights and claims hereunder, and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Agreement, by any representations, statements or omissions pertaining to any of the matters herein contained by any Party or by any persons representing any Party.

7.11 Binding Effect. This Agreement shall bind and inure to the benefit of the Parties and the City's heirs, successors and assigns.

7.12 Memorandum of Lease. The City may record in the Riverside County Recorder's Office this Agreement or a memorandum of this Agreement in a form approved by the City Attorney, which memorandum shall be lawfully executed by Operator upon request by City.

**[SIGNATURES ON NEXT PAGE]**

**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**LEASE AGREEMENT**  
**HARRISON SHELTER AND 5<sup>TH</sup> STREET HOUSING UNITS**  
**MERCY HOUSE LIVING CENTERS**

**CITY OF CORONA**

 DS  
kr

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

*Attest:* \_\_\_\_\_  
Sylvia Edwards  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dean Derleth  
City Attorney

**TENANT'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**LEASE AGREEMENT**  
**HARRISON SHELTER AND 5<sup>TH</sup> STREET HOUSING UNITS**  
**MERCY HOUSE LIVING CENTERS**

**MERCY HOUSE LIVING CENTERS**  
**a California domestic nonprofit corporation**

By:  31D77984093F487...  
Signature

Larry Haynes  
Name (Print)

Chief Executive Officer  
Title (Print)

**EXHIBIT "A"**

**DEPICTION OF HARRISON SHELTER**

**[SEE ATTACHED ONE (1) PAGE]**

[illegible]
$$1/8'' = 1' - 0''$$

- FOOTNOTE:**
1. CENTRO MEDICO COMMUNITY CLINIC SPACE OUTLINED IN RED.
  2. \* SHELTER OPERATOR AND CLINIC STAFF WILL BOTH USE NEW STAFF ROOM AS A BREAK/LUNCH ROOM.

**EXHIBIT “B”**

**SHELTER OPERATIONS PLAN**

**[SEE ATTACHED SIXTY-ONE PAGES]**

## EXHIBIT B



## Shelter Operations Plan

## Table of Contents

SECTION I. PURPOSE & INTRODUCTION .....	3
SECTION II. SHELTER ADMINISTRATION .....	3
A. Program Description.....	3
B. Admission Criteria and Procedures .....	11
C. Overflow Management .....	15
D. Exit and Re-Admission .....	15
E. Employment and Housing Navigator Services Policy .....	17
F. Daytime Program Policies.....	18
G. Navigation Center Program Policies.....	18
H. Continuum of Care Good Neighbor Community Policy .....	20
I. Shelter Advisory Board .....	23
J. Safety Policies.....	25
K. Security Plan .....	28
L. Health Policies .....	32
M. Food Policies .....	38
N. Transportation Policies .....	39
O. Financial Policies.....	42
Q. Non-Discrimination Policies .....	43
R. Confidentiality Policies .....	45
S. Grievance Policies.....	47
SECTION III. STAFFING AND MANAGEMENT PLAN .....	48
A. Staff Policies .....	48
B. Policies for Staff Training .....	49
C. Volunteer Policies .....	52
SECTION V. ATTACHMENTS.....	55

## SECTION I. PURPOSE & INTRODUCTION

The purpose of the Shelter Operations Plan (“SOP”) is to ensure that the City of Corona’s selected Operator uses a best practice model for operation of a low-barrier Emergency Shelter Program and Navigation Center.

Establishing a low-barrier Emergency Shelter Program and Navigation Center will meet critical needs of some of the most vulnerable homeless neighbors in the City of Corona, while also addressing a pressing social issue that is deeply impacting local businesses and residents within the City.

The Plan identifies emergency shelter and navigation services for homeless persons and best practices to maintain a safe and healthy environment for homeless clients and the community at large. The ultimate purpose of the program is to connect homeless persons to permanent housing opportunities and resources to maintain housing stability and self-sufficiency. Goals and guidelines of the Plan align with HUD’s Standards as well as the City of Corona Homeless Strategic Plan.

**As part of the RFP process, Applicants may propose changes to the SOP. Depending upon the nature of the proposed changes and the results of the RFP selection process, the City may accept or reject some or all of any changes proposed by an applicant.**

## SECTION II. SHELTER ADMINISTRATION

### A. Program Description

#### ***1. Population Served***

##### Emergency Shelter Program and Navigation Center Services

In order to meet the goal of the City of Corona Homeless Strategic Plan to “*Develop a low-barrier emergency shelter and navigation center*” the proposed program will initially serve 30 single adult male clients and 5 single adult females while providing access to a wide range of programs and supportive services at an on-site Navigation Center. To ensure that the shelter will meet the needs of the community in serving chronic and vulnerable homeless people, clients will be admitted with minimal, “low-threshold” requirements so that chronic and vulnerable homeless individuals can easily enter and remain in shelter until they can be connected to permanent housing. The shelter will also offer 5 beds of post-hospital recuperative care, in partnership with Corona Regional Medical Center and Centro Medico Community Clinic and have contingency plans to shelter 5 single adult females in the event of severe weather, Corona Police Department needs and other extenuating circumstances. Both the recuperative care and single adult female shelter beds will be provided in the private rooms in the center of the shelter leaving the east and west dorms for single adult males.

### Navigation Center

All guests of the Emergency Shelter Program will have access to supportive services provided through the Navigation Center. The Navigation Center will be comprised of public and private agencies providing multi-disciplinary services, including Centro Medico Community Clinic.

Initially, access to Navigation Center and Clinic services will be limited to authorized shelter guests, guests of the pilot transportation/meal service program, or permanently housed clients who are authorized to come to facility for supportive services. After successful program implementation, program analysis, and with written approval from the City of Corona, the Shelter Operator may be allowed to expand Navigation Center and Clinic services.

To manage the impact on the surrounding community, should the City of Corona approve expanded access to the Emergency Shelter/Navigation Center, the following policies will apply:

- ✓ City must approve any such change in writing
- ✓ Services will only be accessed by authorized agency referral and appointment only; no walk-ins or walk-outs will be allowed
- ✓ On-site partner agencies must be responsible for coordination of service appointments
- ✓ Depending upon the type of service, on-site partner agencies may be responsible for providing transportation options to and from the shelter for scheduled appointments
- ✓ Services will focus on homeless neighbors with ties to the City of Corona unless otherwise authorized by the City

### **2. Program Description**

The Emergency Shelter/Navigation Center is designed to provide crisis stabilization shelter and multi-disciplinary services to move individuals out of homelessness and into permanent housing opportunities.

### Access to safe shelter

The Emergency Shelter/Navigation Center will accommodate overnight sleeping for 30 single adult males per evening, 5 single adult females and 5 post hospital recuperative care beds. Access to the Emergency Shelter/Navigation Center is to be provided 24 hours a day, seven days a week, 365 days a year. In order to decrease the impact to the surrounding neighborhood, access to bed availability will be handled through a call center/bed reservation system. No walk-ins/walk-outs for the Emergency Shelter/Navigation Center or services will be permitted. The Shelter Operator will provide on-site staff to track daily bed inventory and communicate daily bed vacancies with authorized referral agencies and City staff.

### Length of Stay

There is no set minimum and the maximum length of stay will be consistent with the Corona Municipal Code, Section 17.04.244 which states the length of stay in emergency shelter shall be limited to 180 consecutive nights.

Each client will have an Employment and Housing Navigator supporting their progress toward stabilization. The program is designed to provide this support until a housing option becomes available. However, at any time, a client may be exited from the shelter for safety or shelter violations as outlined in the “Exit and Readmission Policies”. Consistent with national best practices and trends, the goal for length of stay should be 90 days or less. The Operator will maintain a report to account for clients with lengths of stay exceeding 90 days.

### Sleeping Areas

Beds will consist of single and/or bunk beds. Each client will be assigned a bed and bedding for the length of their stay. Additional beds, cots or mats will be available on site to accommodate overflow issues, special needs populations, and recuperative care clients.

Space will be divided to allow for separate sleeping areas for both men and women. Flexible sleeping space will also be provided for transgendered populations, those dealing with illness, in recuperative care, or for other special needs populations.

### Meals

Breakfast, lunch, dinner, and snacks will be provided for all clients in the central dining area. The Shelter Operator will include in their staffing plan, a qualified Cook and kitchen assistants to prepare on-site meals. The kitchen and dining hall may also serve as vocational training for clients of the program and may offer community volunteer opportunities. In addition, the shelter operator will be required to collaborate with faith agencies that used to serve meals in the parks. The day service meal program will be designed to move meal serving out of City parks and into the shelter facility.

### Hygiene Facilities

Hygiene facilities will be provided on-site including toilets, showers, and laundry facilities. Clients will be encouraged to utilize these facilities as daily resources to them. Toiletries will be provided by the Shelter Operator to clients as needed.

### Transportation

No walk-ins or unauthorized drop-offs will receive shelter or navigation center services. New clients and returning clients will receive direct transportation to and from the shelter daily. Dates and times for daily pick-ups are outlined in the "Transportation Policies. It is recommended that there be a minimum of two (2) designated locations that provide ample geographic range for those seeking shelter services in City of Corona as well as take into consideration community impact and safety considerations. Locations will be determined in collaboration with the Corona Police Department, the City's Community Services Department, and the City's Homeless Solutions Manager. Operator will only pick-up and drop-off clients at City's designated locations.

### Security

The Shelter Operator will follow policies and procedures that promote safety for clients, staff, volunteers, and the community and will create an atmosphere that promotes community safety with a goal to resolve issues before they escalate. The security plan will include a multi-faceted approach involving screening for sex offenders and open felony warrants, security searches upon entrance, confiscation of harmful contraband, trained security personnel providing around-the-clock indoor and outdoor coverage, security alarms, cameras, and lighting. Other program elements that will support security efforts include no walk-ins, no walk-outs, no unauthorized drop-offs, and no loitering policies.

### Storage

All clients will have access to personal storage space in the exterior lockers. Additionally, a refrigerated storage area will be available to clients with medication needs.

### Employment and Housing Navigation Services

Upon entering the shelter, each client will be assigned to an Employment and Housing Navigator. The primary function of the Employment and Housing Navigator is to work side-by-side with the client to create a pathway to employment (or disability income, if applicable) and permanent housing opportunities, with the ultimate goal of ending their homelessness within a 90-day timeframe and up to a 180-day timeframe if there are challenges with the housing market. Additionally, the Employment and Housing Navigator is to provide resources and support to the client during their stay, including encouragement to access any and all services provided at the Navigation Center. The Employment and Housing Navigator will ensure that appropriate clients are entered into the County's Coordinated Entry System (CES), as the first line of housing engagement. Additionally, all clients will be entered into the County's Homeless Management Information System (HMIS).

Together, the Employment and Housing Navigator and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Employment and Housing Navigator will document the client's progress towards actions outlined in the Housing Plan.

### Daytime Program Activities

As a 24-hour Emergency Shelter/Navigation Center, the Shelter Operator will encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:

- Full access to service providers through appointments made at the Navigation Center
- Life skills classes and workshops
- Job training and workforce development
- Medical, Behavioral Health and Dental/Oral Care Services provided by Centro Medico Community Clinic
- Indoor and outdoor recreational activities including exercise classes
- Time with pets, assistance animals and service animals
- Other miscellaneous supportive services
- Access to onsite computer lab and study area

### ***3. Services Provided***

The Emergency Shelter/Navigation Center should incorporate a combination of multi-disciplinary supportive services aimed at crisis stabilization and creation of pathways into permanent housing. The table on the next page will provided an overview of the vision for the services to be provided at the Navigation Center.

Service	Location	Provided by Shelter Operator or Service Partner(s)
1. Intake/Assessment/Case Management/Employment and Housing Navigation	Emergency Shelter/Navigation Center	Shelter Operator
2. Crisis Evaluation and Behavioral Health Services	Emergency Shelter/Navigation Center	Centro Medico Community Clinic & County Partners
3. Recreational Services	Emergency Shelter/Navigation Center	Shelter Operator
4. Domestic Violence Services	Emergency Shelter/Navigation Center	Domestic Violence Partner
5. Shelter Beds on Site	Emergency Shelter/Navigation Center	Shelter Operator
6. Medical Services including Post-Hospital Recuperative Care	Emergency Shelter/Navigation Center	Centro Medico Community Clinic FQHC Partner
7. Transportation Services and Assistance	Emergency Shelter/Navigation Center	Shelter Operator/ Transportation Vendor
8. Computers/Email	Emergency Shelter/Navigation Center	Shelter Operator
9. Security	Emergency Shelter/Navigation Center	Shelter Operator/Private Security Vendor
10. Meals/Food	Emergency Shelter/Navigation Center	Shelter Operator/Faith-Based and Community Partners
11. Parking	Emergency Shelter/Navigation Center	Shelter Operator
12. Homeless Prevention/Diversion Assessment and Referrals	Emergency Shelter/Navigation Center	Shelter Operator
13. Drug and Alcohol Supportive Services/Treatment (on/off site)	Emergency Shelter/Navigation Center	Centro Medico Community Clinic and County Partners
14. Crisis Evaluation – Referral Plan	Emergency Shelter/Navigation Center	Shelter Operator
15. Services for Veterans	Emergency Shelter/Navigation Center and Off-Site	Shelter Operator Partnership with County Veterans Service Office and VA
16. Commissary/Dining Hall	Emergency Shelter/Navigation Center	Shelter Operator
17. Life Skills Classes	Emergency Shelter/Navigation Center	Shelter Operator and Service Partners
18. Housing Assistance (PSH & TBRA)	Emergency Shelter/Navigation Center	City Resources, County & Nonprofit Partners
19. Laundry	Emergency Shelter/Navigation Center	Shelter Operator
20. Shelter Guest Storage	Emergency Shelter/Navigation Center	Shelter Operator
21. Pet, Service Animal and Assistance Animal Services	Emergency Shelter/Navigation Center	Shelter Operator/ Service Partners

#### **4. Coordinated Entry System Integration**

The Emergency Shelter/Navigation Center will serve as a designated “Entry Point” to Corona’s homeless system of services. The Shelter Operator will include in its staffing plan, designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Additional staff will be trained to complete on-site VI-SPDAT (Vulnerability Index – Service Prioritization Decision Assistance Tool) assessments and referrals to the County’s Coordinated Entry System. Employment and Housing Navigators will also assist Emergency Shelter/Navigation Center clients to obtain the necessary IDs and vital documentation to move forward in their housing connection process.

#### **5. Target Goals/Expected Outcomes**

The target goals and expected outcomes for the Emergency Shelter/Navigation Center will adhere to guidelines and expectations set forth by the City of Corona Homeless Strategic Plan.

The Emergency Shelter/Navigation Center should not be regarded as a singular program rather a complete system of services to reduce the number of persons who experience homelessness in Corona and an increase in permanent housing placements for chronically and situationally homeless individuals.

**Indicators for measuring effective system performance include the following key considerations:**

Reduction in First Time Homeless

Are fewer people experiencing homelessness for the first-time? Are only persons who have no safe, appropriate housing option being admitted to shelter?

Overall Reduction in Number of Persons Who Experience Homelessness

Are overall rates of homelessness declining? Is street homelessness declining? Is chronic homelessness declining?

Reduction in the Length of Time Homeless

Do people stay homeless for shorter periods of time? Are the homeless quickly connected to permanent housing? This can also measure efficiency related to turnover of beds which is essential to meet system demand for the Emergency Shelter/Navigation Center.

Successful Resolution of Housing/Homeless Crisis

Do people resolve their housing/homeless crisis successfully by maintaining/obtaining permanent housing? Are people successfully connected to community-based supports?

Reduction in Recidivism (subsequent return to homelessness from permanent housing)

Are repeat occurrences of homelessness avoided or declining?

## 6. Program Layout

The following components should be considered in program layout for the Harrison Emergency Shelter and Navigation Center:

- **Shelter Sleeping Areas**
  - *East and West Dorms for Single Males*
  - *Recuperative Care Private Rooms in Center of Shelter*
  - *Single Females in Private Rooms in Center of Shelter to address severe weather, PD need or other extenuating circumstances*
- **Medical Wing on East Side of Building**
  - *Medical Services*
  - *Behavioral Health Services*
  - *Dental/Oral Care Services*
  - *Specimen Collection Restroom*
  - *Clinic Check-In Area*
  - *Staff Break Room (to be shared by Operator and Clinic staff)*
- **Dining/Commons/Overflow Area**
  - *Dining Room*
  - *Commons/Overflow*
- **Security Offices/Stations**
  - *Main Security Office or Workstations*
- **Site Administration and Operations Offices**
  - *Including Records/Files Room*
- **Intake and Entry Areas**
  - *General Intake & Concierge*
  - *Service Desk*
- **Success Center**
  - *Workforce Development*
  - *Life Skills Training*
  - *Other supportive services and training*
- **Restroom and Shower Areas**
  - *Client Restrooms/Showers*
  - *Staff Restrooms*
- **Laundry Facilities**
  - *Client (Personal) Laundry*
  - *Staff (Bedding/Linens) Laundry*
- **Kitchen**
  - *Walk-In Freezer*
  - *Walk-In Refrigerator*
  - *Commercial Refrigerators*
  - *Icemaker*
  - *Pantry*

- **Offices**
  - *Conference/Meeting Rooms*
  - *Supportive Services*
- **Other Indoor Areas Include:**
  - *Recreation Room:*
  - *Computer Lab/Study*
  - *Staff Break Room (in clinic wing of building)*

In addition, the conceptual site would *also* feature the following:

- **Outdoor Facilities/Areas**
  - *Client Storage Lockers*
  - *Bike Rack Area*
  - *Dog Run*
  - *Outdoor Commons*

## **B. Admission Criteria and Procedures**

### ***1. Client Rules and Guidelines***

A prospective client must be able to perform all aspects of their care, follow all Harrison Emergency Shelter and Navigation Center rules and maintain appropriate behavior with consideration for all other clients of the shelter. All clients must review and sign a copy of a "Shelter Rules" document prior to entry. Intake staff will assist any and all clients who may have difficulty understanding or reviewing the rules.

The Shelter Operator must structure program rules to serve Corona's homeless neighbors who have documentable ties to the City of Corona. The Shelter Operator and authorized referral agencies will be required to verify documentable ties to the City of Corona using the following criteria:

- ✓ Driver's License or California ID
- ✓ City Library Internet Card or Library Book Card
- ✓ Bank Statements
- ✓ Car Registration
- ✓ HMIS record of prior services in City
- ✓ City Net prior outreach interactions will confirm documentable ties to City
- ✓ Corona PD prior calls for service, outreach, or enforcement will confirm documentable ties to City
- ✓ Children are enrolled in City schools
- ✓ They or a member of the household are employed in the City
- ✓ They or a member of the household graduated from a City high school
- ✓ Other documentation that demonstrates a last permanent address in City
  - Previous Utility Bill
  - Previous Rental Agreement
  - Other bills or documents with City Address
- ✓ Faith Based or Community Based Partner verification of prior services in City
- ✓ County Agency verification of prior services in City

Only the City of Corona Police Department or authorized City staff may allow the Shelter Operator to waive the ties to the City requirement. Justification for waivers include compliance with *Martin v Boise* and/or other requirements and priorities deemed appropriate by the City of Corona.

## ***2. Identification Requirements***

A form of official identification is required to verify identity; however, a client will not be denied access to shelter services without one so long as Corona PD can verify identity so Operator can screen for open felony warrants and sex offender status. Employment and Housing Navigators will assist clients in obtaining a California ID, providing each client with a no-cost ID voucher.

Additionally, all Emergency Shelter/Navigation Center clients will receive a shelter-specific identification card upon entering the shelter that will be used for readmission throughout the duration of their stay.

## ***3. Screening Requirements***

The Shelter Operator will be required to screen clients for open felony warrants and Penal Code Section 290 status. Screening will take place prior to arrival at the facility as part of the bed reservation system. No potential clients with open felony warrants or individuals validated on the Megan's Law sex offender registry will be allowed to access the shelter property. The Shelter Operator will utilize the following weblinks to screen clients for 290 status and open felony warrants:

<https://www.meganslaw.ca.gov>

<http://public-access.riverside.courts.ca.gov/OpenAccess/>

## ***4. Bed Reservation System***

To minimize neighborhood impact, all clients seeking access to the Emergency Shelter/Navigation Center must be referred through the City of Corona Police Department, City of Corona staff, City Net, and the Shelter Operator (hereinafter referred to as authorized referral agencies). To facilitate the referral process, the Shelter Operator will use a designated Intake and Bed Reservation Hotline (hereinafter referred to as "hotline"). The City of Corona may also add additional authorized referral agencies and partners.

A prospective client must be screened through the authorized referral agencies who will contact the hotline and conduct an initial phone intake process. Clients will be screened for diversion and/or homeless prevention services. If they have an alternate, habitable location where they may stay, they will be diverted from occupying a shelter bed until their resources have been exhausted.

Clients meeting eligibility requirements will be assigned a bed reservation number and given instructions on transportation shuttle options and designated arrival time.

***5. The Shelter Operator will be required to manage and update a designated system for capturing bed inventory, reservations, and vacancies***

New clients will be screened using the phone intake system and provided a reservation number, bus and/or shuttle pick up time and location.

Beds will be assigned based on availability and eligibility results. As instructed, authorized clients should arrive at the designated bus and/or shuttle pick up location or at the shelter through their own transportation. Those who do not arrive at the designated time without communicating previous arrangements will forfeit their bed for the night.

Security staff will be assigned to the bus and/or shuttle pick up location with a list of eligible clients, which have been prescreened for sex offender or open felony warrants. The bus will transport clients directly to the Emergency Shelter/Navigation Center site.

Clients will not be allowed to loiter in the neighborhood surrounding the Emergency Shelter/Navigation Center facility or the bus and/or shuttle pick up locations at any time. There will be strict enforcement of shelter client contract rules which could result in permanent exit from the facility if not followed. Drop-off/pick-up locations are an extension of the shelter and thus any violation such as loitering constitutes a violation of the shelter rules which will be strictly enforced. Operator/Security will conduct random daily checks of 1 mile radius to shelter and drop-off/pick-up locations to enforce shelter rules and avoid loitering and homeless congregations.

Upon arrival, clients will go through a security screening process and work with an Intake and Admissions Coordinator to be informed of rules and regulations of the Emergency Shelter/Navigation Center, complete necessary intake paperwork and obtain a shelter ID card.

***6. Day Leave and Returning Clients***

A morning shuttle will be available to clients who have a desire to leave the facility during the day for employment or personal appointments.

Clients who leave the program during the day may return via the transportation shuttle to ensure that their beds remain claimed.

Clients arriving later due to special circumstances such as employment or discharge from the hospital, must communicate with their Employment and Housing Navigator their anticipated arrival time. No client will be allowed into the shelter after 10:00 PM except for valid reasons requested by Corona PD, Corona City staff, approvals by Employment and Housing Navigators, and/or the shelter bed reservation staff. Failure to comply with protocols could result in client forfeiture of their bed reservation.

Clients who are unable to meet the evening shuttle must arrange alternate transportation to the shelter site, no later pickups will be provided. Alternate transportation must be authorized by the shelter operator.

### ***7. Hours of Operation***

The Emergency Shelter/Navigation Center will be open 24 hours per day, 7 days per week, 365 days per year. These hours of operation will be in effect seven days per week, every week regardless of holidays or weather. The following is a **sample schedule**. Operator will submit a final/proposed schedule to the City of Corona for approval.

5:00 AM	Early Wake Up Call
5:00 AM-8:00 AM	Breakfast served
6:00AM	First bus/shuttle for morning drop-offs
7:00 AM	Second Wake Up Call
8:00AM-8:00PM	Navigation Center open
8:00 AM-10:00 PM	Commons Area open
8:00 AM-6:00 PM	Recreation Room/Recreation Areas open
8:00 AM- 10:00 PM	Pet Kennel and Dog Park/Run open
9:00 AM	Sleeping Area closed (until 6:00 PM)
10:00 AM	Second (final) bus/shuttle for morning drop-offs and day-service meal pick-ups
10:00 AM – 5:00 PM	Centro Medico Community Clinic Services
10:00 AM- 4:00 PM	Computer/Technology Lab open (by appt only)
11:00 AM-1:00 PM	Lunch served
3:00 PM-4:00 PM	Snack served
4:00PM	First bus/shuttle for evening pick- ups and day-service meal drop-offs
6:00 PM	Sleeping Area open
6:00 PM-9:00 PM	Dinner served
7:00 PM	Second bus/shuttle for evening pick- ups and day-service meal drop-offs
10:00 PM	Lights Out in Sleeping Areas

## **C. Overflow Management**

### ***1. Coordinated Service Delivery Plan***

It is anticipated that in the early stages of operation, need and demand will outweigh the capacity of the 40 bed Round Emergency Shelter Program. Therefore, it is imperative that a Coordinated Service Delivery Plan be implemented that includes coordination of the following diversion and redirection strategies:

#### Homeless Diversion

The Shelter Operator will include homeless diversion screening at intake to ensure that those with alternative resources will not be accessing the homeless system. The Shelter Operator will either provide themselves or partner with an agency that can offer successful diversion assistance.

#### Coordination with Transitional and Bridge Housing providers

The Shelter Operator will work with service providers with Transitional and/or Bridge Housing vacancies. This form of housing will be utilized by returning clients who have been matched with a housing opportunity and will soon move into permanent housing. This strategy will increase the Emergency Shelter/Navigation Center bed turnover rate as clients are successfully matched to alternate housing opportunities.

### ***2. Overflow Policies***

The Bed Reservation System is designed to prevent and minimize overflow and capacity issues for the shelter. A daily bed utilization count will ensure that the 40-bed capacity will be fulfilled each evening, as need for beds persist.

In the event of a community-wide natural disaster or in extreme weather situations deemed so by state, county, or city authority, the shelter will maintain a “no walk-up” policy. However, the following option could be utilized by the Operator:

- Utilize alternative locations (churches) for additional beds that may accommodate homeless without a bed reservation during inclement weather or disaster. Option has budget implications/funding considerations
- Work with City to develop shelter bed expansion strategies in compliance with occupancy standards and Fire Codes

## **D. Exit and Re-Admission**

### ***1. Exit and Readmission Policies***

Clients will be considered to have exited the program when they voluntarily leave or are exited from the shelter for safety or continual shelter violations or find alternate housing.

When a client exits of their own volition or is exited for shelter violations, the client may contact the admission hotline to screen for readmission eligibility after the time designated by staff (on average after 30 days).

Length of exit for safety violations will depend on the severity of the infraction.

The Shelter Operator should be balanced in their approach to program exits and readmission policies as it pertains to rules violations and infractions. Such policies should include considerations to maintain a safe and effective facility, safety for clients, volunteers, staff, and the surrounding neighborhood as well as demonstrate compassion toward homeless individuals who face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation.

It is recommended that Infractions be subdivided in a Multi-Tiered System based on the perceived impact of the infraction. Consequences for each tier level should be fitting and just for the level of the infraction and its perceived impact on the wellbeing of stakeholders.

As an example, a Tier 1 level may include “Basic Program Guideline Infractions” such as smoking in the bathrooms, not leaving sleeping area on time in the morning, cutting in line, etc. Tier 2 may include “Moderate Infractions” such as possessing marijuana or alcohol on site, client fighting (minor scuffles), disrespect toward volunteers, etc.

For disobedience of rules in Tier 1 or Tier 2 there will be increasing enforcement actions including verbal warnings and write-ups. After a compounded number of infractions in these tier levels, a client may be asked to leave, and staff will determine and give them the designated time line for which they can be readmitted.

Infractions at the Tier 3 level would be “Major Infractions” that include illegal drug use or possession, violent attacks/fights, possession of weapons, etc. The Shelter Operator will maintain a zero-tolerance policy towards violence, sexual misconduct, other criminal activity, and drugs and medications used or possessed beyond the scope permitted in the “Health Policies”. These behaviors, when substantiated, are punishable by immediate expulsion upon first offense and a *minimum of 30 days* expulsion prior to readmission.

Clients who use the facility, programs, and services in violation of a specific rule will be obliged to adhere to those consequences. The consequences may also be subject to intervention by law enforcement, and if necessary, prosecution up to the limit of the law.

## **2. Exit Procedures**

When a client is asked to exit due to disobedience of rules, violence, or criminal activity, security will escort the person off the property and those exited will be transported to a self-directed location out of the surrounding area.

### **E. Employment and Housing Navigator Services Policy**

Upon entering the shelter, each client will be assigned to an Employment and Housing Navigator. The primary function of the Employment and Housing Navigator is to work side-by-side with the client to create a pathway toward permanent housing opportunities, with the ultimate goal of ending their homelessness within a 30-day timeframe. Additionally, the Employment and Housing Navigator is to provide resources and support to the client during their stay, including encouragement to access any and all services provided at the Navigation Center.

The Employment and Housing Navigator will ensure that all clients have a complete assessment and are entered into the Coordinated Entry system, as the first line of housing engagement. Employment and Housing Navigators will assist Emergency Shelter/Navigation Center clients obtain the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry Module. Shelter Operator will also use City's HOME funding for Tenant-Based Rental Assistance and the 5<sup>th</sup> Street Permanent Supportive Housing units to increase housing placements for homeless with documentable ties to Corona.

Together the Employment and Housing Navigator and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Employment and Housing Navigator will document the client's progress towards actions outlined in the Housing Plan. Additionally, Employment and Housing Navigators will work with clients to provide referrals to services in the Navigation Center or any community referrals, as necessary.

### **1. Documentation of Employment and Housing Navigation Services and Data Security Policies**

Employment and Housing Navigators will keep case notes in both hard copy paper files and in the HMIS database to track every client's progress and participation in the Emergency Shelter/Navigation Center. These files are also used to track the resources and referrals given, support rendered, and any infractions the client may accrue. Outcomes are recorded at exit and throughout participation in the program. Paper files will be stored in a secure, locked location only accessible by necessary staff.

The Shelter Operator will use HMIS as its primary database and ensure that every client completes and signs a Riverside County HMIS Client Consent Form upon entry into the program. Intake Specialists and Housing and Employment Navigators will ensure collection of all HUD Data standards as required by the HMIS system and well as the City of Corona Homeless Strategic Plan Performance Measures.

The Shelter Operator will have a policy restricting computer access records and client information to authorized staff. All database and HMIS access will require passwords by authorized users.

Disclosure of client information to other social service agencies may be permitted only with the client's written consent. City Net and City of Corona Homeless Solutions staff should be listed on release of information forms to facilitate case conferencing and support of client Housing Plans. Disclosure of records relating to clients may be released without client consent in certain circumstances as required by law.

#### **F. Daytime Program Policies**

Clients that are participating in the Emergency Shelter/Navigation Center may, but are not required to, leave the facility during the day. The Shelter Operator will make every good-faith effort to encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Access to bed areas will be limited throughout the day to encourage clients to become active participants of the Emergency Shelter/Navigation Center.

Two morning shuttle times will be available to clients who desire to leave the facility for work or personal appointments, one at \_\_\_\_AM and one at \_\_\_\_AM.

If not utilizing the morning transportation services, clients are encouraged to stay at the facility. Clients will have access to daytime services through the Navigation Center's partner organizations and will be able to meet with their assigned Employment and Housing Navigator on a weekly basis or as may be needed. They will also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to use the facility's recreational areas, lounge, computer lab, and designated outdoor spaces.

#### **G. Navigation Center Program Policies**

##### **1. Navigation Center Clients**

Access to the Navigation Center will be limited to clients and/or graduates (who stayed at shelter, remained in compliance, and graduated to other shelter/housing). However, if so agreed upon, in writing, by Shelter Operator and City of Corona, access to the Navigation Center may be broadened to include other homeless populations. Clients who are only accessing services through the partner organizations will only be permitted on facility grounds with a set

appointment. This includes Corona homeless clients being served by Centro Medico Community Clinic. Navigation Center clients will not be permitted to loiter on the grounds, nor will they be permitted to access shelter areas including the lounge, bed areas, dining halls or recreational areas. With the exception of the day shuttle/meal service program funded by the City of Corona, transportation to and from the Navigation Center for these clients must be provided and coordinated by the service partner organizations.

As with Emergency Shelter/Navigation Center clients, Navigation Center clients are expected to follow all Navigation Center rules and maintain appropriate behavior with consideration for all other clients of the shelter. Rules of the Navigation Center will prominently be displayed in lobby waiting areas. Those in violation of these rules will be exited from the site, suspended, or terminated from receiving services depending on the severity of the offense.

## ***2. Lead Agency Protocols***

The role of the Shelter Operator is not to provide all of the supportive services offered at the Navigation Center but to recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to Emergency Shelter/Navigation Center clients.

The Shelter Operator will work collaboratively with the City of Corona Homeless Solutions staff to recruit public and private service providers. The Shelter Operator will maintain service provider room reservation schedule and ensure the day-to-day operational functions of the Navigation Center.

The Shelter Operator should ensure that the Navigation Center has flexible hours to allow clients to come before or after work, or alternatively, on the weekends. The Shelter Operator will also engage participation in and facilitate quarterly meetings of the Service Partner Advisory Board.

## ***3. Requirements for Service Provider Partners***

All service providers who desire to offer direct services at the Navigation Center will complete an interest application and will be required to enter into a formal Memorandum of Understanding (MOU) with the Shelter Operator to participate.

Responsibilities of the Service Provider Partners will include, but are not limited to:

- Set and maintain their own appointment schedule with clients
- Provide non-shelter guest clients will access to transportation to fulfill their scheduled appointments, if needed
- Ensure that all clients are aware of Navigation Center rules and enact appropriate enforcement of client shelter rules for their clients if and when necessary
- Agree to share service output and outcome information

- Communicate room reservation conflicts with Shelter Operator in advance
- Respect, maintain and keep clean all areas of the Navigation Center
- Respect and cooperate with Shelter Operator staff, other service providers and clients
- Participate in quarterly Service Partner Advisory Board meetings and provide input to the improvement of the Emergency Shelter/Navigation Center
- Screen clients for eligibility (no clients with sex offenses or open felony warrants will be allowed on-site)

## **H. Continuum of Care Good Neighbor Community Policy**

### ***1. Communication and Coordination with Neighborhood Businesses and Public***

The Shelter Operator is expected to communicate with business neighbors on an ongoing basis. As part of this commitment, prior to commencement of any services at the Emergency Shelter/Navigation Center, the Shelter Operator will work with City staff to facilitate Community Forums, as needed. These Community Forums will provide opportunities to answer any questions members of the surrounding community might have on the operation of the Emergency Shelter/Navigation Center. The Shelter Operator will provide information to the public including operational design and when services will begin.

A public inquiry phone number and contact information will also be posted. Community stakeholders may call this number for information about the shelter/navigation center or to have any questions answered. The phone number will be retained as a resource for community members while the shelter is up and operational. All community complaints and/or inquiries about the Emergency Shelter/Navigation Center will be recorded and forwarded to the appropriate staff for prompt investigation. The Shelter Operator will be fully committed to an appropriate customer service response and will consider the resolution of community complaints a high priority.

The Shelter Operator will also create and maintain a program website that will include important information for community stakeholders and clients alike. The website will include a “Frequently Asked Questions” section which will help to provide instant answers to community concerns. Additionally, the website will include a digital copy of the Shelter Operator’s “Good Neighbor Community Policy” and “Shelter Operations Plan”.

Visits by members of the community and tours of the facility will be available by scheduling an appointment with Shelter Operator Staff.

The Shelter Operator will have program brochures available on-site as well as disseminate these resources to groups throughout the community. Information on the brochures will highlight the various services at the facility as well as criteria for admission and eligibility. Volunteer, in-kind and donation opportunities will also be listed for those who wish to support the program.

The Shelter Operator will work directly with the City of Corona Homeless Solutions staff on any media inquiries and allow the City to decide who will take the lead on responses to the media.

## ***2. Communication and Coordination with Local Police and Fire Departments***

The Shelter Operator will be committed to communicating and working collaboratively with the City of Corona Police and Fire Departments as may be needed. The intention of the Shelter Operator should be to act as self-sufficiently as possible and minimize the shelter's impact on the City's Police and Fire Departments. This includes ensuring that program staff and security staff are trained to properly manage and respond to an array of difficult situations that may occur at shelter.

The Shelter Operator will provide an array of services and support that will be beneficial to the City's Police and Fire departments. These services include, but will not be limited, to:

- Security staff stationed both on-site and at bus/shuttle locations
- On-site Medical facilities to respond to medical needs of the clients
- Accepting referrals from Corona PD 24/7 so long as beds are available
- Staff Neighbor Patrol will monitor surrounding area to control issues of loitering, abandoned property, and other blight
- Training opportunities on mental illness, homeless sensitivity, or other topics of interest to supplement existing department trainings
- Direct referral access to the Coordinated Entry System to assist Corona PD to connect homeless individuals with housing opportunities
- Statistical reports on number of clients served, length of stay and/or demographic information. All such data requests will be coordinated through the City's Homeless Solutions staff

Additionally, the Operator will meet with Corona PD Homeless Outreach & Psychological Evaluation (HOPE) Team Officers and other Corona PD representatives as may be needed. Initially, it is suggested to meet once a month when shelter opens. Corona PD will have the ability to bring forward operator non-performance directly to the City of Corona Homeless Solutions staff in the City Manager's Office.

### ***3. Communication and Coordination with City, County, and Service Providers***

Operation of the Emergency Shelter/Navigation Center will be for the public good and to move Corona's system of services forward. As such, successful implementation of the Emergency Shelter/Navigation Center will require the partnership of various stakeholders including the City, County and other Service Providers.

The Shelter Operator will be committed to working cooperatively with numerous other service providers, community, and government organizations to serve the needs of the homeless population in the City of Corona.

In order to effectively manage and operate a robust Navigation Center that provides an array of services for the shelter clients, the Shelter Operator must demonstrate a strong history of collaboration and willingness to engage other service providers.

Additionally, the Shelter Provider will be responsive to and provide support to City of Corona in relation to the outcomes and operation of the program.

### ***4. Policies for Community Involvement***

The Shelter Operator will be committed to active participation in City community events. To the extent reasonable and feasible, representatives of the Shelter Operator will attend meetings of the City of Corona Homeless Strategic Plan Working Group, Continuum of Care meetings, Chamber of Commerce meetings, and other community meetings, as requested.

Additionally, the Shelter Operator may sponsor special events, such as community resource fairs, which will include the community and the neighborhood on various occasions.

### ***5. Policies for Neighborhood Patrol***

A staff led Neighborhood Patrol will assemble weekly to monitor a 1-mile radius around the shelter perimeter. The role of this patrol group is to identify and address issues, to engage with neighbors and enhance safety and cleanliness of the immediate vicinity.

Additionally, they will prevent and control issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log will be kept of the weekly patrols. The following actions will be completed by the Neighborhood Patrol:

- All litter and trash items will be removed from the area and properly disposed of
- Clients found loitering will be issued a warning. Violations of this rule may cause a client to be exited from the facility
- Unauthorized parking of client vehicles in the neighborhood are subject to towing
- Shelter Operator will contact City designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property
- Shelter Operator will follow City codes for removing personal property found in surrounding area
- Shelter Operator will work with Corona PD and City Net to receive referrals from outreach and engagement activities to homeless in surrounding community such as parks, riverbed, etc.

## **I. Shelter Advisory Board**

A Shelter Advisory Board will be established and maintained to provide review of the operations of the Emergency Shelter/Navigation Center, enhance community relations, and bring information of any strengths and concerns from the neighborhood, local businesses, City and County entities, service provider partners and shelter clients about the operation of the Emergency Shelter/Navigation Center.

### ***1. Composition of Board***

The Shelter Advisory Board will be comprised of three distinct Boards representing different stakeholders and interests. The composition of these three boards will include:

#### Community Advisory Board

- Business Representatives
- Resident Representatives
- Faith-Based Organization Representatives
- Nonprofit Representatives
- County Representatives
- City of Corona Homeless Solutions
- Corona PD

Client Advisory Board (no membership limits)

- Open invitation to current shelter clients and graduates

Service Partner Advisory Board (no membership limits)

- Open invitation to all Navigation Center partners
- Centro Medico Community Clinic
- Corona Regional Medical Center

**2. Meeting Schedule**

All three Shelter Advisory Boards will meet quarterly (at minimum).

Ad Hoc meetings will be convened as necessary and provide a way for any member to agendaize issue and provide a mechanism to call a special meeting.

**3. Accountability and Grievance Process and Policies**

In addition to providing input to the operation of the Emergency Shelter/Navigation Center, the Shelter Advisory Boards are also tasked with the on-going review of the Shelter Providers ability to effectively administer its Operational Plan and Good Neighbor Policies. In the event that a Shelter Advisory Board finds concerns over the Shelter Operator's implementation of the program, the following processes and policies will be enacted to allow the Shelter Operator to make corrective actions toward such grievances:

- 1) Once a grievance has been filed, Shelter Operator and Advisory Board will create, at the meeting in which the grievance is filed, an action-plan to resolve the issues by the next regularly scheduled Advisory Board meeting
- 2) At the next meeting, the action plan's outcomes will be reviewed to determine if the issue has been resolved
- 3) If the issue has not been resolved, but the Shelter Operator has provided evidence of a good faith effort to follow the course of actions outlined on the plan, they will be given an additional 90-days to enact an alternative plan
- 4) If the issue has not been resolved and the Shelter Operator has not demonstrated or provided evidence of following the course of actions outlined in the plan, a formal complaint will be sent to the City of Corona Homeless Solutions for investigation and possible termination of the Shelter Operator Contract. The City of Corona shall have a plan for operation of the shelter if the shelter operator is terminated by the City of Corona, including failure to enforce plan components such as Good Neighbor Policy, bed reservation requirements, no walk-in/no walk-out policy, etc. The plan may include selecting the next eligible operator from the original operator RFP and/or entering into a sole source with a new operator, based on approval of City Council.
- 5) Additionally, Corona PD will have the ability to bring forward operator non-performance directly to the City of Corona Homeless Solutions Office.

## **J. Safety Policies**

### ***1. Facility Maintenance***

The Shelter Operator will maintain a schedule for regular facility maintenance and cleaning. The Shelter Operator will contract with a janitorial service or have staff provide daily cleaning services for all areas utilized by clients and weekly for office space and the Navigation Center.

Shelter Staff will rotate regular maintenance duties and inspections for minor repairs and replacements. Maintenance and cleaning forms are used to track completion of each task and reviewed monthly. The Shelter Operator will be responsible for staff training and performance in these duties.

The outside grounds will be incorporated into the maintenance schedule and rotation including cleaning of parking lot, landscape maintenance, maintenance and cleaning of sidewalks and patio areas, and checking of outside lights and furnishings. Graffiti will be reported to Program Manager for removal within 24 hours.

Need for repairs will be reported promptly by staff to the Program Manager. Minor repairs may be completed by staff as trained. Major repairs are reported to the Program Manager of the Shelter. Difficult repairs will be sent out to an approved list of vendors for bids, approval, and completion. Shelter Operator will comply with the terms and conditions of the lease agreement which will set forth responsibilities of the City and Shelter Operator.

The Shelter Operator will be committed to maintaining a pest free environment throughout the premises. As such, no food will be allowed in living areas of facility. Trash bags will be emptied daily in all areas. Inspection of client spaces and lockers will be conducted for any items that would attract pests. All staff will receive appropriate training for the identification of common pests as well as prevention and control measures. A Pest Control company will be contracted by the Shelter Operator and will come regularly to spray for bugs, check for infestation of pests, and perform other pest prevention or extermination treatments that will be seen on their visits or reported by staff.

### ***2. Fire and Earthquake Safety***

#### Evacuation Plan Clients

Shelter staff will be trained in protecting the safety of everyone in the facility. Staff will respond quickly and safely when an emergency, incident, or natural disaster occurs. Evacuation Routes and Exits will be posted in each major area of facility. An evacuation point outside will be designated.

In case of the need for evacuation, the present site lead during the emergency will notify all staff and clients to evacuate, call 911, and direct evacuation plan. Staff will be assigned to oversee the evacuation of clients in each work area. Staff will check client areas, assigns assistance to non-ambulatory and disabled persons, and leads clients to safety through the nearest safe evacuation exit. Staff will assemble clients outside at designated evacuation point, read bed list for attendance and search for any missing clients as safety conditions allow.

In case of fire these additional protocols will be completed:

- The Program Manager or lead staff member will pull the nearest fire alarm if it is not already sounding.
- While evacuating clients, staff will attempt to close all door(s), if safe to do so.
- Before exiting a room, the Program Manager or lead staff member will touch back of hand to the door to determine if the door is cool, then open it a crack, smell for smoke, and if deemed safe, open the door, and leave the building to the evacuation meeting point.
- If the door is hot, it is not opened, and staff will lead clients to leave via the nearest safe exit.
- Staff will locate and use appropriate fire extinguishers if safe to do so.
- When the Fire Department arrives, a staff person will speak to the officer in charge and give the officer a set of staff keys.
- Staff will contact the Program Manager or his/her delegate as soon as possible, if not on site.
- Staff will report incident and procedure in Critical Incident Report and staff shift notes as directed in shelter policy. All Critical Incidents must be immediately reported to City's Homeless Solutions staff.

If the weather is inclement and if the evacuation will not be short, staff will:

- Contact the Program Manager and City Homeless Solutions to identify evacuation locations and disaster team if assistance is needed for client shelter, meals, or services.
- Contact other Homeless Providers for services as needed.

For a false alarm or other short-term evacuation, staff will direct occupants back into the building once the Fire Department has authorized an "all-clear."

### ***3. Fire Prevention Procedures***

The Emergency Shelter/Navigation Center will be approved by the Fire Department for all fire codes, sprinklers, alarms, and exits prior to service implementation. Emergency lighting will be installed both inside the facility and outside on the grounds for safety and in compliance with all codes.

No smoking will be allowed inside or outside the building within 20 feet of doors. A smoking section will be designated, and a sign posted in the enclosed patio area.

### ***4. Fire Drills and Documentation***

Fire drills will be conducted at least quarterly. Documentation of fire drills will be kept for three years in Shelter Management Files.

### ***5. Fire Inspections and Extinguishers***

The most recent annual fire inspection will be posted in a designated area of the Emergency Shelter/Navigation Center facility and will be included in the Shelter Management files. Fire extinguishers will be hung in each area of the building as shown in facility plans and in evacuation plan. Fire extinguishers will be inspected and maintained per City of Corona Fire Department requirements. A certificate of the last most recent fire inspection will be posted in a visible designated area.

### ***6. Earthquake Safety***

Earthquake drills will be conducted quarterly by staff. The evacuation route and procedures may be the same as for other hazards. A client tally and search will be conducted once evacuation is conducted.

In case of an actual earthquake that causes damage to facility or grounds, the City of Corona Building Department will be called to inspect the facility as soon as safety permits. Clients will be evacuated from building and transported to other shelter as needed.

## K. Security Plan

The Shelter Operator will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.

### 1. Eligibility Screening

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property. Additionally, no felons with open warrants will be allowed to access the shelter property. Clients may only be referred by Corona PD, City Net or City Homeless Solutions staff. Clients must have documentable ties to the City of Corona unless a waiver is approved by the Corona Police Department or Homeless Solutions staff.

Operator will use the following screening methods:

- a. Screening for Sex Offenders: <https://www.meganslaw.ca.gov>
- b. Screening for Open Felony Warrants: <http://public-access.riverside.courts.ca.gov/OpenAccess/>
- c. Methods to Verify Ties to the City:
  - Driver's License or California ID
  - City Library Internet Card or Library Book Card
  - Bank Statements
  - Car Registration
  - HMIS record of prior services in City
  - City Net prior outreach interactions will confirm documentable ties to City
  - Corona PD prior calls for service, outreach, or enforcement will confirm documentable ties to City
  - Children are enrolled in City schools
  - They or a member of the household are employed in the City
  - They or a member of the household graduated from or attended a school in the City
  - Other documentation that demonstrates a last permanent address in City
    - i. Previous Utility Bill
    - ii. Previous Rental Agreement
    - iii. Other bills or documents with City Address
  - Faith Based or Community Based Partner verification of prior services in City
  - County Agency verification of prior services in City

## ***2. Secured Entrances***

All clients will be required to enter the shelter in a coordinated, peaceful fashion. Families will have a separate entrance for entering the shelter as well as separate sleeping areas.

All clients will present identification upon entry. Clients without valid California identification cards will be given supportive services to secure a valid identification card. Clients will also receive a shelter-specific ID to use for admission into the shelter during the duration of their stay.

All clients and their belongings will be checked by security personnel, utilizing security wands each time they enter and exit from the shelter and all contraband will be seized. Contraband items include but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

Clients will sign in upon entrance and sign out upon exit from the building.

## ***3. On-site Security Personnel***

The Shelter Operator will provide a sufficient number of trained security personnel to ensure the safety of clients and the surrounding neighborhood, 24 hours a day.

Security personnel will be on site at all times and will conduct security rounds of the facility, as necessary.

Security personnel will be stationed both inside and outside the shelter to ensure maximum coverage.

Security personnel will be accessible and visible to clients, and survey facility for any potential concerns. Staff and security will have communication with each other via portable electronic equipment.

Security personnel will carry non-lethal weapons such as mace, batons, and handcuffs. Security personnel will receive "Homeless Sensitivity Training" through the Shelter Operator's resources.

#### ***4. Security Alarms and Cameras***

The building will be equipped with security cameras inside and outside, and safety alarms. A staff member will monitor security through cameras at administrative office areas.

#### ***5. Security Lighting***

Security lighting will be used both inside and outside the facility to highlight entrances and parking lot. A staff person will escort any persons to parking lot or security gate after sunset.

#### ***6. Loitering Policy***

Clients will not be allowed to loiter in the surrounding neighborhood. Violations of this rule may cause a client to be exited from the facility. The Shelter Operator's Good Neighbor Community Policy will include regular checks of surrounding area to prevent and control loitering issues.

#### ***7. Deescalating Conflicts***

All employees will receive training in communication techniques that de-escalate confrontations.

#### ***8. Entrance and Exit Procedures***

All staff and clients will enter and exit through one main entrance and security check point. All areas of the building will be locked when not in use. The building will be zoned so that clients will only have access to the areas which they need. During sleeping hours clients will have restricted access to other areas of the building.

All clients will present identification upon entry and their person and belongings will be searched by security. They will sign in upon entrance and sign out upon exit from the building.

All clients will enter the property by bus/shuttle. Clients will be escorted from the designated parking lot area and bus/shuttle drop off area to the shelter entrance. Navigation Center clients will follow the same entrance procedures.

Clients with vehicles must go through the referral and screening process before they are authorized to drive to the facility and park in the shelter parking lot or on Harrison Street.

***9. Policy regarding storage of client's possessions***

All shelter residents will have access to limited personal storage space. Each client bed will be assigned a large storage locker for personal valuables.

A client storage log will be signed at each visit to the storage locker area. The storage area may be accessed, with staff supervision and only during assigned hours during the day.

All items will be stored for the length of the client's stay at the shelter. The right to store items may be revoked based on violation of rules and/or the management's discretion. Once a client has exited the shelter program, any personal effects may be stored for up to 7 days; after which, the property will be donated or disposed of. Clients who have exited from the shelter program must contact staff to set an appointment to collect their personal belongings.

In the event the client cannot come to retrieve their own property, they may name a proxy of their choosing to pick up their effects by filling out an Authorization for Release of Personal Property form. The client will be responsible for asking their designated contact person to retrieve property, if needed.

No contraband items may be stored at the shelter. Contraband items include but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

***10. Policy pertaining to authorized/unauthorized search of clients' property by staff***

The Shelter staff will have the right to inspect all storage areas to ensure compliance with contraband policies. Staff has the right to designate a period of time when a client will be ineligible for re-entry to facility if contraband is found. Length of ineligible time will be documented according to the "Exit and Readmission Policies".

When inspecting a client's possessions without them present, two staff persons will be responsible for the search. An Authorization Form will be signed by the client at time of entrance into facility when they place items into the storage area. When items are found in the client's possession that are not suitable for storage, clients can choose to have staff dispose of the item or client may store property off site premises at their own cost.

## ***11. Policy on Possession of Weapons On-Site***

No weapons or objects which can be used as weapons will be brought into the shelter. All of a client's belongings that they are carrying on-site will be searched upon entry and inspected for weapons and items that could be used as such. Anyone found with a weapon or dangerous material that can be used as a weapon will be asked to immediately leave the premises and neighborhood of the facility. Sharp objects such as tools or scissors will be stored in locked storage areas and not taken into shelter living areas.

All kitchen knives and sharp objects, hazardous materials, and cleaning equipment that could be used as a weapon will be kept in locked areas with only staff accessibility.

## ***12. Procedure for Contacting Police***

The intention of the Shelter Operator should be to act as self-sufficiently as possible and minimize the shelter's impact on the Corona Police Department. This includes ensuring that staff and security will be trained to properly manage and respond to an array of difficult situations that may occur at shelter.

In establishing a procedure for contacting police, the Shelter Operator will work cooperatively with Corona PD and the Homeless Solutions staff to establish shelter policies and procedures on how and when to contact police for conflict resolution, trespassing, theft, unruly behaviors, loitering around property, mental health evaluation, and emergencies.

Upon consensus, a 911 protocol will be established and followed. All staff members will be trained in these procedures. 911 may be called for any medical emergencies, violent behaviors that endanger others, and suicidal ideation.

## **L. Health Policies**

### ***1. Housekeeping Policy***

The Shelter Operator will commit to and understand the importance of maintaining hygienic, sanitary environments for the well-being of clients, volunteers, and staff. The Shelter Operator will maintain written, standardized housekeeping procedures. Each procedure will be designed for safety of staff and clients and for a consistent, high standard of housekeeping. Staff will be provided with training in these procedures, will be monitored in performance of the procedures, and evaluated in their effective use of them. Training may include education on any hazardous materials with which staff may come into contact when carrying out their assigned work tasks. The complete list of procedures will be included in a Shelter Policy and Procedures Manual and made available to all employees.

Outside janitorial staff may be contracted to assist in the maintenance and cleaning of the facility. Thorough daily cleaning of all client areas including living quarters, kitchen and dining areas, and common areas will be completed using institution strength anti-bacterial products.

Bathrooms, showers, and eating areas will be given priority attention. The kitchen and dining areas will be cleaned according to strict health standards after each meal. Office space will be cleaned weekly by the janitorial staff and as needed by Shelter staff and partner organizations using the space.

To prevent cross-contamination, clients will be required to store personal toiletries in plastic sealable bags on their beds when not in use. Clients will be assigned a set of linens at intake for their use while in the shelter. The client will be responsible for making and maintaining their bed each morning. Staff will wash bed linens weekly in hot water with bleach unless special circumstances require more regular cleaning.

All staff will practice universal precautions in handling of laundry, cleaning of facility, and general self – health care. Specifically:

- Staff will wear appropriate protective garments (i.e. gloves) while completing tasks
- Staff will use recommended disinfecting cleaning products for each area of facility
- Staff will practice required hand-washing procedures
- Kitchen staff will be trained in and practice required food-handling procedures
- All client clothes will be washed upon initial intake and weekly (or as needed) thereafter
- All laundry will be handled according to safety and washing procedures
- Staff and volunteers will follow a set of Program Rules and Regulations for working when they are sick/contagious

The outside grounds will be included in the housekeeping standards and schedule. The Shelter's outside spaces, parking lot, and green areas will be cleaned daily from debris and litter. Chairs and tables will be washed according to inside standards. Minor repairs of the facility and grounds will be completed by the Shelter staff. Any major repairs or work requiring specialized training will be completed by approved vendors. Shelter Operator shall refer to the Lease Agreement to understand responsibilities of City and Shelter Operator.

The Navigation Center will be included the housekeeping standards and schedule. The Service Partner agencies must adhere to housekeeping procedures as outlined in their respective MOU agreement. Service Provider Partners will be expected to respect and keep their areas clean after usage.

## **2. *Pet, Assistance Animal and Service Animal Policies***

- ✓ Clients will be permitted to bring pets, assistance animals, and service animals to the shelter facility.
- ✓ Service animals and assistance animals will be permitted to stay with client in the shelter living areas while all other pets must stay in assigned kennels/crates in sleeping quarters and the designated dog run during times of client recreation, or on leashes in outdoor common areas.
- ✓ In order to qualify as a service animal, a client must produce an official letter from a licensed physician, social worker, therapist, or case worker stating that the animal is needed to ease the effects of mental, emotional, or physical disabilities.
- ✓ Only registered animals that have proof of current rabies vaccinations will be allowed at the shelter facility.
- ✓ The health and well-being of all pets as well as assistance and service animals brought into the shelter facility will be the responsibility of the owner. Shelter guest pet responsibilities include:
  - Compliance with leash policies for safety of other shelter guests, other animals, and shelter staff and volunteers
  - Spay/Neuter laws
  - Feeding/watering animals
  - City Licensing
  - Pick-up after pet waste
  - Safe Tethering Laws
  - Rules against animal cruelty
- ✓ Clients who are unable to care for or feed their pets or cannot control them while at the shelter will be asked to remove the pets from the facility. Shelter Operator will work with City Animal Services & Enforcement and/or Riverside County Department of Animal Services to determine if temporary boarding options are available for clients with extenuating circumstances.

- ✓ Shelter Operator will work with City Homeless Solutions staff to develop funding and community partnership strategies to assist clients with pet care costs such as rabies shots, licensing, food, or vet bills.
- ✓ Shelter Operator may deny requests for Pet, Assistance Animal, and Service Animal accommodation if:
  - Animal poses a threat to other shelter guests, shelter staff, or pets of other shelter clients. Such denials will be based upon
    - Behavior of animal
    - Nature, duration, severity of risk and probability that potential injury will actually occur and whether risk can be mitigated through a soft muzzle
    - Undue financial or administrative burden
    - Accommodation fundamentally alters nature of shelter services

### ***3. Possession and Use of Controlled Substances***

The Shelter Operator will have a strict policy prohibiting the possession or use of alcohol or controlled substances at the Emergency Shelter/Navigation Center premises by employees, residents, clients, and general public.

It will be the intent of the Shelter Operator to promote a safe, healthy, and productive environment for everyone. Staff recognizes that the illegal and/or excessive use of drugs and alcohol, or the inappropriate use of prescribed drugs is not conducive to a safe living environment. It will be the objective of the Shelter Operator to have an environment that is free from the influence of controlled substances and alcohol at all times on premises. The unlawful purchase, possession, transfer, manufacturing, distribution, dispensation, or use of any illegal drug is inconsistent with the objective of operating in a safe and efficient manner and will be strictly prohibited and is contrary to the Emergency Shelter/Navigation Center's mission.

### ***4. Policy for Drug Possession***

Staff will have the right to refuse entrance to any client who is noticeably under the influence, exhibiting behavior that is inappropriate due to influence, or otherwise cannot follow the rules and expected behaviors of a client while participating in shelter activities. If alcohol, illegal substances, or paraphernalia are found in client's possession after they have completed entry paperwork and necessary security screenings, that client may be asked to exit the facility at the discretion of staff. They may be given a time frame of their next eligible readmission date. The illegal drug or alcohol will be disposed of and documented by two staff following written protocol in a Policy and Procedures Manual.

## ***5. Security, Use and Access of Prescription Medications***

If a client has medications that must be administered throughout the evening/night or will be damaged by extreme heat or cold, they may retrieve them from a designated staff person. If a medication needs to be refrigerated, the medication will be packaged and labeled with person's name, bed number, and name of medication and placed inside a designated locked refrigerator.

A client who qualifies and requests their medications to be stored in a locked area must sign an Agreement Form and will have access to the medications as soon as possible by their request to the staff on duty. The client will be responsible for requesting and taking their own medications within limits of how they are prescribed. Only the person whose name is on the medications will be able to retrieve them.

## ***6. Client Use of Over-The-Counter Medications***

Use and storage of over-the-counter medications follow the same policy and procedures of prescription medications.

## ***7. Client Access to Emergency and Medical Care***

Clients may have access to medical care. Centro Medico Community Clinic is the City's onsite Federally Qualified Health Center (FQHC) partner. Client should communicate to staff member on duty their need for medical care, if possible. Medical support may be accessed through the onsite Medical Wing and/or through local hospitals if and when access to the Medical Wing is not available.

If a client requires first aid items, they may access them from a shelter staff member at the service desk. The staff member may assist the client in first aid care with client's permission, as he/she will be trained, and using universal precautions.

In case of a seizure, staff will be trained in appropriate safety precautions and will call support from the Medical Wing staff or 911 if seizure persists or causes bodily harm. If a client needs emergency or serious medical care, the staff on duty will call 911 and follow 911 procedures. In case of an injury, staff will not move the client. They will contact other staff, call 911, and if appropriate, check breathing and pulse and begin CPR if needed. One staff member or trained volunteer will attempt to keep the client comfortable and keep other clients away from immediate scene, while another staff member will wait for medical personnel, give medical personnel information about client, and direct them to client.

The Program Manager will be called as soon as possible. After client emergency or incident has been controlled, the lead staff member will complete a Critical Incident Report form which will be immediately sent to the Program Manager, higher-level staff as needed, and City of Corona Homeless Solutions staff.

## ***8. First Aid Equipment, Supplies and Procedures***

The Shelter Provider and/or Medical Wing partner will have first aid supplies available at all times. The first aid kit will be inspected monthly, updated as items expire, and re-stocked after each use. Staff members will be trained annually in universal precautions, first aid care, seizure, or Mental Health crisis. Any incident occurring at the Emergency Shelter/Navigation Center requiring first aid will be documented in the daily report and a Critical Incident Report will be prepared and sent to Program Manager, other higher-level staff as necessary, and City of Corona Homeless Solutions staff.

## ***9. Policies & Procedures for Disease Prevention***

The Shelter Operator will have protocols for prevention and treatment of certain diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases. Universal precautions will be maintained at all times in handling of fluids, client clothing, laundry, and in all cleaning of premises.

When an accident or injury to an employee or client occurs or when there has been damage to Shelter property, staff will follow a set protocol which includes:

- Immediately contacting Supervisor about the situation
- Dealing with any injuries
- Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses if possible, taking photos if possible, and noting any unusual circumstances
- Recording all necessary information to complete a formal report
- Not accepting any responsibility on behalf of the Shelter Operator
- Reporting all accidents or injuries within 24 hours to insurance carrier
- Completing and submitting a Critical Incident Report to the City Homeless Solutions staff

If a client shows symptoms of a contagious disease or other public health concern that might threaten another person, the client will be sent to the Medical Wing or hospital emergency room for diagnosis and treatment. If a client leaves due to disease, the bedding and client's clothes will be washed, bed cleaned, and bedding replaced on bed. Clothes and belongings will be stored in designated area and held for the maximum amount of time permitted. The Shelter will operate to conform to best health practices and concerns.

Universal precautions will be used for all handling of client possessions. Staff will follow hand washing techniques recommended by the Riverside County Public Health Department AKA Riverside University Health System – Public Health.

## **M. Food Policies**

### ***1. Provision of Nutritional Needs of Clients***

The Shelter Operator will provide a breakfast, lunch, and hot dinner to each shelter guest client every day. Meals will be prepared through the on-site kitchen facility. The Shelter Operator's Food Coordinator will work with the Kitchen staff to coordinate a weekly menu. They will ensure that meals will be nutritious and balanced.

The Shelter Operator will include in its in-kind donation strategies, opportunities for food donations and partnerships with local food banks. The Shelter Operator will also work with community and faith-based partners and existing community meal service programs to offer opportunities to feed homeless individuals at the shelter as part of the City's pilot transportation shuttle/day meal service program to move homeless meal serving out of City parks and into the shelter. During extenuating circumstances, through in-kind partnerships or as cost-effective strategies are developed, Shelter Operator may also purchase daily food deliveries through a third-party vendor and include such expenses in the operating budget.

Tables will be set up for meals in the dining area of the Shelter at the scheduled meal times. Food will be served at designated times of operation for registered shelter clients or registered transportation shuttle/day meal service program clients only.

### ***2. Meeting Riverside County Environmental Health Department Standards***

The Shelter Operator, Food Coordinator, and Kitchen Staff will meet all Riverside County Environmental Health Department standards. This includes but is not limited to the Food Facility Operators Guide and Ordinance 492 which governs requirements for Food Facilities. Inspections will be completed by the Health Department and any changes will be made if indicated. The certificates for Health Department inspection results will be posted in the Kitchen area of the facility. All cook staff will be required to have completed the ServSafe Food Handler Program.

### ***3. Provisions for the Sanitary Storage and Preparation of Food***

The Emergency Shelter/Navigation Center will have adequate space for storage of dry foods, refrigerated foods, frozen foods, and supplies. Separate refrigerator/ freezer space should be available for client medications. The Shelter Operator will provide extra refrigeration and freezer appliances as needed to supplement safe storage of food, if space is available. Current certificates of food handling safety will be posted in the kitchen area and in the employee file for each cook. Cooks and volunteers assisting them follow the procedures of the Riverside County Environmental Health Department as taught in the ServSafe Food Handler Program. All volunteers will be supervised by a cook employee. Other employees will only be allowed in kitchen area under supervision of cook.

All storage areas will be cleaned on a planned schedule and outdated food will be disposed of. There will be a rotation schedule for storage and use of food in freezer, refrigerator, and dry goods pantry that maximizes use of food so that it does not become outdated.

## **N. Transportation Policies**

The policies for travel to and from the Emergency Shelter/Navigation Center will be designed to support client needs and minimize potential impact on the adjacent neighborhood and surrounding businesses.

The following transportation measures will be implemented:

### ***1. Transportation Flow On and Off Property***

The Shelter Provider will create a plan for safe and effective flow of traffic on and off the property based on the schematics of the shelter grounds and surrounding neighborhood. Considerations should include policy for no-walk-ins/no walk-outs, policy for clients with vehicles and bus/shuttle services.

### ***2. Pedestrian Traffic***

The shelter will operate by bed reservation only and no walk-ins or walk-outs will be allowed. The clients will be expected to utilize the transportation options that will be provided to them by the Shelter Operator. The no walk-in and no walk-out policy will be posted and disseminated throughout the community.

Any individual that does walk-up will receive information on how to connect with City Net for a referral in order to be screened for eligibility to make a bed reservation and be provided transportation to a self-directed location out of the surrounding area to return only when the established reservation protocol has been followed.

### ***3. Bicycle Traffic and Parking***

A bicycle rack will be provided in a secured outdoor area. Bike locks will be encouraged but are the responsibility of the client to obtain. Bus and shuttle transportation vehicles will be designed to transport bicycles to mitigate foot traffic to the facility.

### ***4. Bus and Shuttle Transportation Services***

Access to the shelter will be provided by bus and/or shuttle transportation services. The Shelter Operator will work cooperatively with City and other stakeholders to provide the most cost-effective means for providing transportation to and from the shelter.

It is recommended that there be a minimum of two (2) designated pick up locations that provide ample geographic range for qualified clients seeking shelter services. Locations will be selected by the Corona Police Department and the City's Community Services Department. Operator will not drop-off/pick-up other than at agreed upon locations.

Daily bus and/or shuttles will be provided to transport all screened clients to the Shelter Site. Security personnel will be staffed at each location to ensure only prescreened clients with bed reservations receive transportation to the shelter. Operator/Security will also conduct random daily checks of 1 mile radius to shelter and drop-off/pick-up locations to enforce shelter rules and thus avoid loitering and homeless congregations.

To avoid, long term loitering at the bus and/or shuttle pick up areas, clients may arrive at the bus and/or shuttle Stop thirty (30) minutes before the Bus/Shuttle departure time.

Drop-off/pick-up locations are an extension of the shelter and thus any violation such as loitering constitutes a violation of the shelter rules which will be strictly enforced.

In the case of special circumstances, and only if arrangements have been communicated by the client to their Employment and Housing Navigator and/or bed reservation staff the prior evening, returning clients who are unable to return to the shelter at the designated time may work out alternative transportation options so long as the no-walk in or no walk-out policy is not violated.

Shelter Operator may also authorize prescreened clients to drive their vehicles to the shelter facility after a bed reservation has been confirmed.

Each morning, two bus and/or shuttle services will be provided for clients who desire to leave the shelter for employment and other personal appointments. Suggested times are 6:00AM and 10:00AM.

### ***5. Personal Vehicle Transportation and Parking***

The Shelter parking lot will be available to Shelter staff. Volunteers, vendors, and community visitors may also park their vehicles in the Emergency Shelter/Navigation Center lot while at the facility. The facility's parking lot can accommodate 11 vehicles.

Vehicles eligible to park in the Harrison Emergency Shelter and Navigation Center lot will be listed on the Vehicle Parking Form by license plate and client name. Vehicles in lot overnight must be registered on this log each night. Security staff will include the parking lot during security rotations.

Harrison Street parking restrictions do not allow overnight parking from 8 pm to 8 am with the exception of the 10 spaces in front of the facility as depicted below:



Shelter Operator will be required to develop strategies to manage overnight parking with 21 available spaces. Please note that once the shelter is operational, Operator can work with the City to incrementally change parking restrictions if more than 21 spaces are needed for overnight parking for shelter staff, vendors, and clients with vehicles

#### ***6. Staff Transportation of Clients***

Shelter staff members will not be permitted to transport clients under any circumstances in their personal vehicles. Only designated staff in shelter owned/operated or contracted vehicles may transport clients.

#### ***7. Transportation Policies for Navigation Center Clients***

If Phase II is implemented, transportation to and from the Navigation Center must be arranged by the Service Provider partner.

#### ***8. Delivery of Shelter Goods and Community Donations***

Deliveries for shelter goods and community donations will be dropped off in a designated area. The planned location for these designated drop-offs will take into consideration pedestrian, bike, and other vehicle traffic routes to minimize safety risks and impact to the shelter site and surrounding area.

It is anticipated that delivery of goods from contracted vendors will occur approximately 3xs weekly. The delivery of community donations by private donors will occur approximately 3xs daily during designated donation drop-off times.

Subject to change as may be needed, all deliveries of goods and/or donations will occur between the hours of 10AM-4PM.

## **O. Financial Policies**

### ***1. Financial Requests from Clients***

Financial requests from clients must be requested and received through their Employment and Housing Navigator and/or through Service Provider Partner at the Navigation Center. Clients will sign a designated log when they receive the requested item (bus pass, clothing/food voucher, etc.). All bus passes and/or vouchers must be kept in a locked safe in a locked office or closet at all times when not in use.

The Shelter Operator and/or Service Provider partners may offer financial assistance opportunities to clients, when available and must establish priority levels and/or other fair means for distribution. The Shelter Operator and/or Service Provider partners will not be obligated to fulfill all financial requests from clients that they receive.

### ***2. Client Possessions and Funds***

No funds of clients will be handled by the Shelter staff. Clients with funds kept in their possession while at the Shelter will be responsible for their security and safety. Staff will encourage clients not to have funds on site, and to store wallet, electronic devices, and any cash in appropriate locked storage. The Shelter Operator will have a policy of not being responsible for lost or stolen items that is included in a Policy and Procedures Manual, listed in the signed Rules agreement, and read nightly when rules will be reviewed before intake.

Clients will not be permitted to give cash to staff at any time, for any reason.

### ***3. Annual Outside Audit***

An independent financial audit of the Shelter Operator will be completed on an annual basis. A most current audit will be kept on file at the Shelter Operator's administration office(s) and may be viewed, as necessary.

The Emergency Shelter/Navigation Center will also be subject to an annual program audit or monitoring. It will be the responsibility of the Shelter Operator to correct any deficiencies reported by the audit within the time limits available to them. Failure to comply may result in the termination of the Shelter Operator contract.

#### ***4. Financial Reports Review***

Financial reports will be produced each month by the accounting department of the Shelter Operator. These reports will be reviewed by the City of Corona Finance Department and Homeless Solutions staff.

The Administration Office of the Shelter Operator will review financial statements and budgets with Program Manager on a regular basis. To manage programs within authorized budgets, adjustments will be made in spending, if necessary.

#### ***P. Legal Policies***

##### ***1. Policy for Compliance with Local Laws***

The Shelter Operator will follow all County Health Department and City Fire Department requirements, and will train staff for food handling, CPR, fire drills and other disaster evacuation procedures. The Shelter Operator and staff will work cooperatively with Corona PD to deal with clients who commit crimes while staying at the shelter. Additionally, Shelter staff and management will cooperate with law enforcement agencies on investigations for persons wanted for crimes as much as is possible while maintaining policies on client confidentiality.

##### ***2. Policy for Compliance with Labor Laws***

The Shelter Operator will comply with all required labor laws. Occupational Safety and Health Administration (OSHA) training and reviews will be conducted during staff meetings on a quarterly basis. OSHA flyers will be posted in administrative offices.

The Shelter Operator's wages will be at or above minimum wage. Employee breaks, meals, and overtime will be monitored legally and compensated as needed. The Shelter Operator will be contracted with a company to examine any work injuries. The proper incident reports, Workmen's Compensation forms, and requirements will be completed.

#### ***Q. Non-Discrimination Policies***

The Shelter Operator will adhere to a policy of non-discrimination which will be stated in the Shelter Operator's Policies and Procedures Manual.

The Shelter Operator will not discriminate in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national, or ethnic origin, HIV status, disability, or veteran status.

### ***1. Policy for Compliance with Americans with Disabilities Act***

The Shelter Operator will comply with appropriate standards of The Americans with Disabilities Act (ADA). Staff will be trained to be cognizant of any client physical disability and assist as needed to address any barriers from the structure of the building. Staff will receive training to work appropriately with persons with disabilities. All persons will be treated with dignity, value, and worth.

### ***2. Gender-Specific Programming Policy***

Persons accessing the Emergency Shelter/Navigation Center services will be identified by the gender identification for which they choose. Staff will provide beds to persons of gender identity, expression, and sexual orientation with due regard to privacy and client rights. Bathrooms and showers will be constructed with equal privacy for all clients, regardless of sexual orientation, expression, or identity. All programs and services will be available with the dignity of all clients as highest priority.

### ***3. Sexual Harassment Policy***

All clients, volunteers, and employees should be able to coexist at the Emergency Shelter/Navigation Center in a trauma informed care environment, free from sexual harassment and inappropriate sexual behavior.

The Shelter will have a zero-tolerance policy for sexual harassment and inappropriate behavior of a sexual nature. No sexual harassment will be tolerated by anyone on the facility grounds, including staff, volunteers, or clients. Clients, staff, and volunteers will be notified, at the Shelter Operator's sole discretion, if any of their remarks, advances, gestures, or attire constitutes sexual harassment toward any person in the Harrison Emergency Shelter and Navigation Center facility.

Anyone who believes he or she has been the subject of any such behavior will be urged to report it to the staff or supervisor immediately. A report will be completed and taken to appropriate staff or supervisor for resolution. Reported incidents will be investigated on a confidential basis. Provisions will be instituted to guard the safety and emotional health of persons who have been victims of a reported incident. After proper review, a person found to have engaged in sexual harassment or inappropriate behavior of a sexual nature will be subject to disciplinary action including possible immediate exit from program or termination from employment.

#### **4. Policy Regarding Sex Offenders**

The Shelter Operator will have strict requirements for the safety staff, service partners, and clients. Staff and volunteers will be trained in sex abuse definitions, sex offender policies, and vulnerable adult abuse. All employees must review this training yearly and be certified to have passed its standards.

The Shelter Operator will follow federal law requirements in reporting sex offenders. All clients will be screened for sex offenses through the National Megan's Law database. Screening will be conducted at the time of reservation; no potential participants with a registered sex offense will be allowed on the bus/shuttle or admitted as clients.

#### **R. Confidentiality Policies**

##### **1. Personal Confidentiality**

People seek help from emergency shelters at a difficult time in their lives. Their need for service and the help that can be provided is determined through sharing of factual and personal information. For this to be effective, every client must be able to trust that every staff member and volunteer respect client confidentiality.

Therefore, the Shelter staff and Shelter Operator will maintain strict confidentiality practices as written in Confidentiality Policy. These practices include:

1) Fact of Participation: The fact that an individual is or has been a participant in the Emergency Shelter/Navigation Center should not be disclosed except as may be specifically defined.

Inquiries by visit, telephone, or letter regarding a participant in the program should be answered with the statement that information as to whether a particular person is or has been in residence cannot be divulged; that if in fact the individual is in residence, they will be advised of the inquiry, and that, at their discretion, they will or will not communicate with the inquirer.

2) Disclosure to Other Agencies: Disclosure of client information to the City Homeless Solutions staff and other social service agencies, whether on a referral to or from the agency, generally may be permitted with the client's written consent for release of information. Information is to be withheld where enjoined by law and by contract. The Shelter Operator will maintain the confidentiality of client records (as under the Privacy Act). Disclosure of information relating to program participants should not be made to employers, credit agencies, unions, or other similar organizations, except at the request, and with the consent of the client.

3) Information to the Client: In some situations, it may be required by law to disclose to the participant information contained in his/her own case record. Information disclosed should be limited to that which is included in the formal case record. The formal case record should contain factual information, not counselor notes and observations. Information provided by other agencies should not be shared.

**4) Law Enforcement Agencies:** All requests for information regarding clients originating from law enforcement agents, should be referred to the Shelter Operator's acting Legal Department. Before any action is taken on any legal request, a staff member or program manager should contact their Legal Department as there are boundaries in place to determine the sharing of information with law enforcement personnel according to its policies on client confidentiality (as stated in the Shelter Operator's Policy Manual) and applicable law.

When an arrest warrant or a search warrant has been issued by a court, if such a warrant is presented to the facility relating to a client in the residence, staff will cooperate with the law enforcement agency in making the arrest or the search, preferably in a manner which will involve the least disruption to the program at the facility.

**5) Written Consent:** If there is any doubt as to whether client information should be disclosed, the consent of the client should be first obtained, except as otherwise required by law. The consent will be in writing on a Release of Information form and should identify the information to be disclosed, the person or agency to whom it will be disclosed, and the purpose of the disclosure, and the period of time during which authorization is granted.

**6) Abuse Reporting:** The Shelter Operator and Shelter staff will comply with all state and municipal laws requiring reporting to governmental agencies of instances of domestic violence and elder abuse. Staff will report any suspicion or evidence of vulnerable adult abuse. All staff persons at the shelter will be mandatory reporters. A Critical Incident Report will also be completed and submitted to the Program Manager, any higher-level staff as needed, and City Homeless Solutions staff. All staff will be trained at time of hire to identify signs of abuse and to properly document and report it. Training will be repeated annually.

**7) Harm to Self or Others:** If a client at the shelter program shares with a staff person a viable threat to do harm to self or another, the terms of confidentiality can be revoked, as in the case of suicidal or homicidal admittance.

## **2. *Database Confidentiality Policies***

Only trained Intake staff, Employment and Housing Navigators, and management staff will be authorized to access the Homeless Management Information System (HMIS) Database. Each staff person will have a separate password for entry. Staff is only to use computers that are authorized and HMIS compliant. No persons without a username and password set up by the Shelter Operator's IT department should have access to staff-only computers.

## **3. *Exceptions to the Confidentiality Policy***

All clients will be informed that staff will comply with the law to disclose client-related information to prevent danger to self or others or to report elderly/vulnerable adult abuse.

## **S. Grievance Policies**

The grievance procedure will be applicable for any conflicts or disagreements between clients or between clients and staff. For example, the grievance process may be employed to address disruptive behavior or appeal incorrect formal action. However, in no way does the grievance procedure suspend the rules or consequences established in the Shelter Rules signed upon entering the program. Clients will have the right to file a grievance without the fear of harmful repercussions from staff or other residents.

### ***1. Receiving and Posting***

The Grievance Procedure should be clearly posted in the Policy and Procedure Manual and available at the shelter facility. A client will be given a copy of the grievance procedure when a conflict has occurred that cannot be resolved satisfactorily between the client and a staff person or another client, or when the client has a complaint about an event that occurred at the Shelter involving that client. The Grievance Policy Form will be read by the client and signed.

### ***2. Meeting with Staff***

Once received, staff will decide at the earliest regular staff meeting which grievances warrant a meeting. If needed, a formal grievance meeting will be called, headed by the Program Manager or their assistant. Prior to this meeting, the client defendant will be given a copy of the grievance so he/she may prepare to respond to the grievance.

At the grievance meeting, the plaintiff will begin stating his/her case. The defendant will then respond. All persons present will be allowed to ask questions of either the plaintiff or defendant. The burden of proof rests with the plaintiff. All decisions will be binding and after the formal grievance procedure has been completed, staff and residents will be expected to regard the matter as settled and in the past.

If a client expresses a concern or makes a complaint concerning their involuntary discharge, he/she may take the following steps:

- The client may request to discuss the matter with the Program Manager, who will make a decision on any corrective action required within the boundaries of his/her authority. When appropriate, the Manager will notify higher-level staff.
- If the client is still unsatisfied with the outcome, he may submit a request for intervention to the Shelter Operator's Executive Director, who will acknowledge receipt within a reasonable time frame. The Executive Director will take any corrective action required within 10 days and inform the client, in writing, of the resolution.

- Clients have the right to ask assistance of another person to speak on their behalf, or to help fill out a grievance form.
- Client grievances will be reported in monthly program reports. The Executive Director or other Shelter Operator executive staff member will review all grievances quarterly and/or annually.
- Grievances and resolutions should be documented in client file and incident reports.

### ***3. Whistleblower Policy***

Clients should have several ways in which they may share a grievance – verbally or written, anonymous or through a third party. A suggestion and grievance box will be available in the common area and will be checked weekly by staff.

Confidentiality will be strictly kept between the person making the complaint and the Program Manager which will withhold information internally to the extent prudent where a complaint involves a staff member or volunteer. The Grievance Procedure will be clearly posted in the Policy and Procedure Manual and available at the facility.

## **SECTION III. STAFFING AND MANAGEMENT PLAN**

### **A. Staff Policies**

#### ***1. Hiring Policy***

The Shelter Operator must be an equal opportunity employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy will be available in the Employee Handbook and through the Human Resources Department of the Administrative Offices.

#### ***2. Screening Procedure***

Position openings will be posted on various employment networking websites. Potential applicants will be screened through a two-step interview process.

#### ***3. Acceptance Procedure***

A completed application packet and staff letter of recommendation will be sent to the head of the Human Resources Department who conducts a thorough background check. Every potential applicant will be screened for active warrants, violent felony convictions, sexual offenses which require registration, and legal ability to work. Staff who will be in direct contact with clients will also be required to complete Tuberculosis screening as well as training for mandated reporting policies. The applicant

must successfully complete all screening requirements before they will be able to begin working directly with clients.

Upon hire, the new employee will sign a job agreement form and will be provided a job description informational sheet for their records. They will also attend a general orientation program led by the Head of the Human Resources Department. This orientation will cover important topics, such as but not limited to, sexual harassment policies, and appropriate interactions with co-workers, volunteers, and clients. Training places a heavy emphasis on appropriate conduct between staff and clients. Staff will be expected to adhere to these practices when interacting with clients. Program Managers complete a lengthier program-specific orientation process.

#### ***4. Staffing Policies for Safe Humane Environment***

The Emergency Shelter/Navigation Center will be staffed to provide the safest, most dignified environment for all clients. All staff will be easily identifiable and will be required to wear Shelter Operator- Approved shirts as well as name tags while on site.

It is recommended that a total of \_\_\_ full- time staff and up to \_\_\_ part-time staff at the Emergency Shelter Program. Staff will be scheduled to optimize safety of staff, volunteers, and clients and to provide optimal coverage during hours of high volume.

#### **B. Policies for Staff Training**

All Emergency Shelter/Navigation Center staff will be trained in emergency evacuation, first aid procedures, mandated reporting policies, crisis intervention, and CPR procedures. This training will be repeated and updated annually and as needed. Staff may receive additional training on different topics as opportunities arise and are needed.

Each staff member also receives on-going in-service training in crisis management. Staff will also be trained in Strength Based Approaches and positive communication skills. Each staff member will be required to attend annual training to update and improve their knowledge. Documentation of training will be kept in each employee's file by the Program Manager and provided to the Head of Human Resources for filing, when appropriate.

Security staff will be provided sensitivity training to better equip them to work with homeless clients, and those in crisis.

#### ***1. Emergency Procedures - Evacuation, First Aid, and CPR, 911 Reporting***

Emergency Shelter/Navigation Center staff will be trained in fire, earthquake, and chemical spill evacuation procedures when hired and annually. Evacuation drills with all staff and clients will be held and recorded quarterly. Evacuation protocols will be recorded at the Service Desk for reference. Evacuation maps will be posted throughout the facility. All staff will be trained in first aid and CPR

procedures annually. 911 reporting will be taught in orientation and reviewed annually. CPR certificates will be kept in staff files. Universal precautions will be followed.

## ***2. Safety Conduct - Prevention of Abuse, Crisis Intervention, Conflict Resolution***

The Shelter Operator will have a required training program in prevention of vulnerable adult abuse, and sexual harassment. Each staff will complete this training program annually. Certificates of completion will be recorded in Human Resource files.

Emergency Shelter/Navigation Center staff will complete a course in conflict resolution and crisis intervention upon hire and annually. Documentation of completion will be recorded in staff file.

## ***3. Appropriate Behavior for Dignity and Respect***

Operations, Program, Administrative, and Management staff will be trained in a Strengths Based Perspective model of client care. They will be trained regularly, including at time of hire, on the best methods of working with, treating, and responding to clients who have had difficult and traumatic life experiences. Each staff member will be expected to put these models to use in every interaction they have with clients and potential clients. Staff members will be offered training regularly and expected to participate actively. Notice of completion will be recorded in staff files, and each staff member should have access to this information in the readily available staff handbook.

## ***4. Communication***

### **Clients, Staff, Community**

Shelter staff will undergo classes in communication skills – such as handling phone calls, confidentiality policies, crisis management and de-escalation of conflict. The communication skills will be reinforced through practice and reviewed at regular staff meetings as warranted. Courses covering topics such as communication skills with mentally ill persons, receptionist skills, communication with difficult people, and conflict resolution will be completed. This training should be completed at least monthly and will be provided more often, and individually, as needed.

## ***5. Resources and Referrals***

Operations, Program, and Employment and Housing Navigator Staff will be oriented to resources, homeless services, and organizations for collaboration and referral. They will also be highly trained staff to connect clients to the Coordinated Entry System, as a system designated Entry Point. A staff representative will attend the Riverside County Continuum of Care meetings.

Protocols for offering and accepting referrals from other agencies will be in place, reviewed by staff, updated, and kept in a manual on-site.

## ***6. Mental Health and Addiction Skills***

All Program staff will attend mental health training events which include naming of symptoms, co-occurring diseases, de-escalation techniques, and safety protocols. This training will be completed at time of hire and annually, or as necessary. Staff will attend workshops and training on various aspects of mental health diagnoses, symptoms, and care. Staff will be trained in symptoms of drug abuse, and referrals for treatment. Recovery programs will be encouraged, and off-site referrals will be made as appropriate.

Though sobriety will be not a requirement to stay in the shelter or participate in services, clients will be expected to be able to practice self-care, follow all rules and regulations, and behave appropriately and respectfully toward staff, volunteer, and other clients. Drug use while at the shelter will be prohibited and will result in immediate exit from the program.

## ***7. Self - Care***

Regular staff meetings will be held for all staff. Part of the purpose of these meetings will be communication and processing of stressors while working in the difficult environment of an Emergency Shelter/Navigation Center. Staff will be welcome to participate in team-building activities throughout the year, including holiday parties, and events with co-workers.

All staff will be trained in effective communication with coworkers and in proper techniques to address coworker harassment and stressors and will be made aware of the importance in practicing self-care. Staff will be informed of an open-door policy with supervisors and the Head of the Human Resources Department.

## ***8. Annual Staff Evaluation and Training Plan***

All staff will be evaluated by their direct supervisor at 90 days from their hire date and at semi-annual intervals. The evaluation form will be stored in the employee file held at the Human Resource office.

## ***9. Documentation of Staff Training***

Attendance of and participation in staff training will be recorded in each staff file by the Program Manager of Emergency and Shelter Services. Training required by all staff members will be also recorded in the Human Resources file to ensure each member's knowledge and information will be up-to-date.

## **C. Volunteer Policies**

### ***1. Selection, Screening, and Background Checks***

The Emergency Shelter/Navigation Center Volunteer Coordinator will actively recruit through a variety of sources, including schools, faith-based groups, and community programs. Volunteer Coordinators will hold regular Volunteer Recruitment events in order to increase the number of volunteers that serve at the Emergency Shelter/Navigation Center.

Individuals as well as groups will be invited to volunteer at the shelter. Children 13 and older will be able to volunteer, however they must be accompanied by an adult or legal guardian and both adults and guardians must be registered to volunteer on the day they appear.

All potential volunteers will be screened for sex offenses and criminal background checks before being confirmed for volunteer duty.

### ***2. Orientation and Training***

The Shelter Operator will include a Volunteer Coordinator position(s) in its staffing plan to support volunteer coordination efforts at the shelter. The Volunteer Coordinator will handle scheduling, orientation, and training of the volunteers.

Before beginning service, volunteers will be provided an Application and Agreement that includes information about volunteer duties, appropriate conduct with clients, staff, and other volunteers. Each volunteer will be required to sign this Agreement before they will be assigned a duty at the shelter. Volunteers who do not agree with the requirements or refuse to sign will not be assigned a duty and will not be able to volunteer at the shelter.

Volunteers will sign up for an open position, time and date using online volunteer scheduling software. Volunteer Coordinators will call and confirm volunteer's date and time and to provide them with the location of the shelter and any necessary important information.

Volunteers will be trained on-site at tasks by the Volunteer Coordinator on duty. Any tasks that require a trained staff member will be supervised by that staff member to ensure accuracy and cleanliness.

Volunteers will be given opportunities to attend community forums and events to receive more training about community resources and network with other community agencies.

Volunteers will be expected to adhere to a strict code of ethics and standards. Those found in violation of this code will be removed from the facility and may be limited in future volunteer opportunities. The volunteer code of ethics includes the following:

**a. Each volunteer must maintain a firm commitment to professional conduct**

Volunteers of the Emergency Shelter/Navigation Center will be expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes, and stories, and or any type of inappropriate interaction with Emergency Shelter/Navigation Center staff or clients.

**b. Limiting Relationships with Clients**

Volunteers will be prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Emergency Shelter/Navigation Center. Examples of dual relationships include (but will be not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for their business will be strictly prohibited. Volunteers will be not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

**c. Food and Other Substances**

Volunteers will not consume any food items or drinks supplied by the Emergency Shelter/Navigation Center while volunteering. Food and drinks will be purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

**d. Discrimination**

Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin, or gender.

**e. Volunteer Boundaries**

Volunteers will be not permitted to loan or give money to clients, should not meet with clients outside of the Emergency Shelter/Navigation Center without permission from program staff, and will be not allowed to drive clients in their vehicles.

**f. Commitment**

The Emergency Shelter/Navigation Center will be reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.

### ***3. Identifiable Lines of Authority***

Volunteers will be informed of identifiable lines of authority in their Application Packet.

Volunteers will defer to the Volunteer Coordinator on duty to give resources, referrals, and handle situations beyond their responsibility and volunteer agreement.

Volunteers will also have access to the Program Manager or lead staff member on site, for questions and grievances.

All volunteers will be provided a name tag identifying them as such.

### ***4. Descriptions of Volunteer Tasks***

Volunteers will be needed 7 days per week to help both in the evening up to \_\_ volunteers (5-8pm), morning hours up to \_\_ volunteers (5-10am) and mid-day hours up to \_\_ volunteers (11-4pm).

The Emergency Shelter/Navigation Center Volunteer/Service Provider Coordinator will ensure all volunteers will be provided tasks and descriptions of any duties they might perform. Tasks and duties include, but will be not limited to:

- Assisting the Intake Specialist in registering and signing in clients at time of entry
- Setting up and breaking down tables for dinners and breakfasts
- Distributing donations and hygiene items
- Organizing and setting up donations of clothing
- Helping direct lines to donations and food
- Serving meals, setting up snacks and drinks for clients
- Organizing recreational activities for clients

## **SECTION V. ATTACHMENTS**

**A. Shelter Client Rules**

**B. Volunteer Policies**

# **ATTACHMENT A**

## **SHELTER CLIENT RULES**

# EMERGENCY SHELTER

## Client RULES

**Welcome to the emergency shelter program. The Shelter Staff and Volunteers are working very hard to make your stay safe and comfortable. As a client of the program, you *must* agree in writing to follow these rules at all times:**

1. **Sign-in at the Shelter begins at \_\_\_\_ and ends at \_\_\_\_.** Clients will **NOT be allowed entry into the Sleeping Area before \_\_\_\_.** Clients will **NOT be allowed entry into the Sleeping Area after \_\_\_\_.** Clients may not leave the Sleeping Area after signing in for any reason. **If you leave, you will forfeit your bed.** No exceptions. *(This policy includes but is not limited to going outside to retrieve personal belongings, cigarettes, etc.)*
2. **No Walk-In/Walk-Out Policy Compliance** is required for all clients who must take the transportation shuttle to and from the Shelter each day. The only exception to this rule is for clients who have received approval to drive and park their vehicle at the shelter facility.
3. **Alcohol and drugs are NOT permitted** in or around the Shelter Property and they will be confiscated if found. At the discretion of the Site Leader or Management, you may be excluded from the program for that night, or possibly terminated.
4. **No weapons or objects that may be perceived as weapons are permitted.** If found, they will be tagged by security and kept until you leave. **Anyone with a concealed weapon will be immediately exited from the program.**
5. We reserve the **right to search all applicants** for weapons (or items that could be used as weapons), alcohol, and illegal drugs.
6. **All prescription medication must be checked in with security personnel upon entering the shelter building in its original container.**
7. **Photo ID's** are required of all registered clients. **Shelter Staff will take photos and thumbprints to produce program ID's for clients, and for security reasons, if necessary.** By entering this program, you give your consent to this.
8. **All Clients must complete intake and check in** as well as complete all appropriate paperwork with Shelter Staff.
9. **Showers are strongly recommended** for all shelter clients. Showers *may* be required if lack of personal hygiene becomes a risk to the health & safety of the other shelter guests and staff.

- 10. No smoking inside the shelter.** There is a designated smoking area outside the shelter. Smoking is only permitted in the designated area while staff or security is present.
- 11. Lights go out at *or around* 10:00 PM.** Clients must remain at their beds after lights out.
- 12. The early wakeup call is at \_\_\_\_\_.** Coffee and breakfast is provided to clients between \_\_\_\_ and \_\_\_\_ AM. Clients are expected to be out of bed by \_\_\_\_ am unless special arrangements have been made due to overnight work or illness. No one is allowed in the Sleeping Area from \_\_\_\_\_ AM to \_\_\_\_\_ PM.
- 13. In public areas, shirts, pants are mandatory for men and women** at all times; socks and shoes are strongly encouraged.
- 14. The evening meal is served from \_\_\_\_\_ PM to \_\_\_\_\_ PM.** Please clean up around your area after you eat, and wear shoes when in the meal line. Should you have a spill, please notify staff immediately.
- 15. A Cell Phone charging Station will be available for clients to use during designated hours.** Clients are NOT allowed to use ANY unauthorized electrical outlets for any reason.
- 16.** Any undesignated parking either on or off the property is subject to tow at the owner's expense.
- 17.** Large storage lockers will be available for each shelter guest. Shopping carts will not be allowed in the shelter.
- 18. No clients under 18 years of age will be admitted into the shelter.**
- 19.** There is a women's section and a men's section for sleeping. Women are not allowed in the men's section, and men are not allowed in women's section.
- 20.** Only the Site Leader or Manager on duty can expel / prevent any clients from staying at the shelter. Any conflicts between clients should be brought to the attention of the staff immediately. If you are asked to leave and you do not, it is a trespass on City of Corona property.
- 21. Clients can only reserve beds for themselves. Do not place any of your items on another bed** to reserve a space.
- 22. Donations** will be handed out in an orderly fashion by the staff & volunteers. Clients will not interfere with donations being brought in or the distribution of donations.

- 23. The Shelter Program** operates as clients of the City of Corona. As a result, all clients are expected to be **Good Neighbors** and have an obligation to comply with all state and local laws and/or ordinances and shelter rules and behave in a courteous manner at all times. **Complaints from residents, business owners, or public officials may result in warnings to the clients and expulsion from the Shelter program.**
- 24. Any threats or acts of violence** such as loud and disruptive behaviors, threats, fighting, etc. towards staff, volunteers, security, or other clients will result in immediate expulsion.
- 25. Neither Shelter, nor *any* of its vendor/partners are in any way responsible or liable for lost, stolen, or damaged items that clients bring onto premises. IT IS THE CLIENTS' RESPONSIBILITY TO TAKE ALL PERSONAL BELONGINGS WITH THEM UPON EXITING THE PROGRAM, AND TO CLAIM THEIR ITEMS FROM THE SECURITY CHECK-IN WHEN THEY LEAVE THE PROPERTY. ANY ITEMS LEFT BEHIND MAY BE DISCARDED.**
- 26. Pet Crates are available for client use on a first come, first served basis, dog run space permitting.** All Animals will be permitted ONLY with appropriate documentation (including up-to-date rabies vaccination and dog license from the City of Corona) and approval by site-leader or management. Any animal may be asked to leave at any time due to aggressive or disruptive behavior, or if owner does not properly clean-up after the animal.
- 27. Cash is never to be given** to Staff, Volunteers, or Interns at ANY time.

*As a result of signing this form, I have read and do understand that neither Shelter, any of its volunteers, service providers, Security, or any of the vendors providing services for the Emergency Shelter/Navigation Center will be responsible for any loss, theft, or damage to personal property including, but not limited to, Bicycles, Carts, Luggage, Cell Phones, and other items that are brought onto the program property. I understand that program rules may change as necessary and that I am required to abide by any amended rules and protocols as they are created.*

**I have read the above and agree to follow the Shelter rules.**

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **ATTACHMENT B**

## **VOLUNTEER POLICIES**

## Emergency Shelter/Navigation Center Volunteer Policies

---

### 1. Each volunteer must maintain a firm commitment to professional conduct

Volunteers of the Emergency Shelter/Navigation Center are expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes, and stories, and or any type of inappropriate interaction with Emergency Shelter/Navigation Center staff or clients.

### 2. Relationships with Clients

Volunteers are prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Emergency Shelter/Navigation Centre. Examples of dual relationships include (but are not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for your business is strictly prohibited. Volunteers are not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

### 3. Food and Other Substances

Volunteers will not consume any food items or drinks supplied by the Emergency Shelter/Navigation Center while volunteering. Food and drinks are purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

### 4. Discrimination

Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin, or gender.

### 5. Volunteer Boundaries

Volunteers are not permitted to loan or give money to clients and should not meet with clients outside of the Emergency Shelter/Navigation Center without permission from program staff.

### 6. Commitment

The Emergency Shelter/Navigation Center is reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering in the future.

**EXHIBIT “C”**

**5<sup>TH</sup> STREET PERMANENT SUPPORTIVE HOUSING PROGRAM**

**Program Requirements**

**Operator shall:**

Establish a permanent supportive housing program at the 12 housing units located at 926-932 West 5<sup>th</sup> Street, Corona CA (“5<sup>th</sup> Street Housing Units”) and manage, operate, and lease the 5<sup>th</sup> Street Housing Units to qualified homeless individuals and families

Use one unit for an onsite property manager and 11 units for eligible chronically homeless clients.

Prioritize placement of homeless individuals and families with documented ties to the City.

Collaborate with City Net and the City’s Homeless Solutions staff to coordinate housing placements and logistics associated with getting Corona homeless clients document ready.

If Project Based Vouchers are awarded, coordinate with City Net, the City, HomeConnect Coordinated Entry System staff, and the County Housing Authority staff to process Corona referrals and establish a Corona client waiting list, as required by HUD.

Collaborate with City Net to assist clients through the Project-Based Voucher income eligibility process.

**Supportive Services**

**Operator shall:**

Collaborate with Centro Medico Community Clinic, RUHS-Behavioral Health, or other community partners to provide supportive services to residents to maintain housing retention and stability.

If needed, coordinate transportation services for clients who need to access supportive services offsite.

**Existing Tenant**

**Operator shall:**

Execute a lease/rental agreement with the one existing PSH eligible tenant residing at the 5<sup>th</sup> Street Housing Units. The Rental Agreement should state that units are being converted from Transitional Housing to Permanent Supportive Housing that is managed by Operator.

If Project Based Vouchers are approved, collaborate with City Net to verify history of homelessness and disability verification and coordinate referral of this client to the Coordinated Entry System and County Housing Authority for placement on the waiting list and Project-Based Voucher income eligibility process.

#### Project-Based Voucher Application:

Operator acknowledges that:

Operator and City collaborated to submit an application for Project-Based Vouchers (PBVs) in response to the County's Request for Proposals that was released on October 27, 2022 and due on December 1, 2022.

Operator acted as the lead fiscal agent for the PBV application since the 5<sup>th</sup> Street Housing Units will be leased and managed by Operator.

The application requested the County to authorize an assignment of Housing Assistance Payments (HAP) Agreement with language that states the HAP would automatically transfer to the City as owner should the City no longer work with Operator.

If the application is funded, the City reserves the right to review the HAP Agreement before Operator executes the contract.

#### Goals and Performance Measures

Goals and performance measures will be outlined in the annual Professional Services and Funding Agreement for the Mercy House Living Centers Homeless System of Services. The first Professional Services and Funding Agreement will be entered into on December 7, 2022 through June 30, 2023 with future agreements being renewed after approval by City each Fiscal Year.

**EXHIBIT “D”**  
**REGULATORY AGREEMENT**

**[SEE ATTACHED FORTY-FOUR (44) PAGES]**

# EXHIBIT D.

**DOC # 2014-0103954**

03/20/2014 03:36 PM Fees: \$0.00

Page 1 of 9

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City of Corona  
400 S. Vicentia Ave.  
Corona, CA 92882  
Attn: Administrative Svs Dept.

**\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: AGONZALEZ**

APN 118-283-013

Exempt from Recording Fees Per Govt. Code §27383

**FIRST AMENDMENT TO THE  
REGULATORY AGREEMENT  
(The Mission Apartments)**

**by and between**

**CITY OF CORONA  
a California municipal corporation**

**and**

**INLAND EMPIRE RESCUE MISSION, INC.  
a California non-profit corporation dba  
CORONA NORCO RESCUE MISSION**

**[Dated as of March 19, 2014 for reference purposes only]**

This FIRST AMENDMENT TO THE REGULATORY AGREEMENT (The Mission Apartments) ("First Amendment") is made and entered into as of March 19, 2014, by and between THE CITY OF CORONA, a California municipal corporation ("City") and INLAND EMPIRE RESCUE MISSION, INC., a California non-profit corporation dba CORONA NORCO RESCUE MISSION ("CNRM").

#### RECITALS

A. Pursuant to Title III of Division B of HERA (Public Law 110-289, 122 Stat. 2650), the United States Government created a program known as the Neighborhood Stabilization Program ("NSP 1") to make funding available for certain qualified uses in order to assist state and local governments with emergency assistance for the redevelopment of abandoned and foreclosed upon homes and residential properties, which funds are subject to the U.S. Department of Housing and Urban Development's ("HUD") "Notice of allocations, waivers granted, alternative requirements applied, and statutory program requirements" for the NSP in the Federal Register, Volume 73, No. 194, Docket No. FR-5255-N-01, published on October 6, 2008 and subsequently revised on June 11, 2009 pursuant to HUD's "Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees under the Housing and Economic Recovery Act, 2008; Revisions to Neighborhood Stabilization Program (NSP) and Technical Corrections" in the Federal Register, Volume 74, No. 117, Docket No. FR-5255-N-02.

B. Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (75 FR 64322), the Federal government provided additional funding for the Neighborhood Stabilization Program, commonly referred to as "NSP 3", to be awarded by HUD to mitigate the negative impact of the nation's economic decline and housing market collapse and to stabilize and revitalize communities.

C. City is additionally the recipient of HOME Investment Partnerships Program ("HOME") funds from HUD (24 CFR Part 92), which requires the City to reserve fifteen percent (15%) of the HOME allocation it receives from HUD for investment in affordable housing within the City that is developed, sponsored or owned by Community Housing Development Organizations, as defined in 24 CFR Section 92.2.

D. City and Mary Erickson Community Housing, a California non-profit corporation ("MECH"), entered into that certain "Neighborhood Stabilization Program Subrecipient Agreement between the City of Corona and Mary Erickson Community Housing (MECH)," dated as of August 19, 2010 and subsequently amended on July 28, 2011 and July 18, 2013 (collectively, the "NSP Agreement") to allocate from the City to MECH One Million Three Hundred Sixty Thousand Six Hundred Seventy-two Dollars (\$1,360,672) in NSP 1 funds for the acquisition of that certain real property located at 926 and 932 West 5th Street in the City of Corona, California, as further described in Exhibit A\_ ("Property") and Three Hundred Twenty-Nine Thousand Three Hundred Twenty-Eight Dollars (\$329,328 ) in NSP 3 funds and Eight Hundred Sixty Thousand Dollars (\$860,000) in HOME funds for the purpose of rehabilitating the Property as a twelve unit multi-family, very low income rental housing project ("Project").

E. City and MECH entered into that certain Affordable Housing Agreement (The Mission Apartments), dated as of May 16, 2012 ("Agreement"), which provides for, among other things, a City Loan in the amount of Four Hundred Four Thousand Two Hundred Eighty Nine Dollars (\$404,289) ("City Loan") and a service delivery fee in the amount of Two Hundred Thousand Dollars (\$200,000) to MECH from the City from NSP 1 and NSP 3 funds to assist in the completion of the Project and the relocation of the Property's eligible occupants.

F. In accordance with the Agreement, MECH completed construction of the Project.

G. Upon issuance of a Certificate of Completion for the Project, as set forth in the Agreement, MECH and City agreed for MECH per the terms of the ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT REGARDING THE AFFORDABLE HOUSING AGREEMENT ("Assumption Agreement"), dated as of May 16, 2012, to immediately convey the Property and the Project to Corona Norco Rescue Mission ("CNRM"), and for CNRM to assume the City Loan, for the purpose of allowing CNRM to operate the Project on the Property for a period of no less than fifty-five (55) years.

H. Pursuant to the terms of the Agreement and Assumption Agreement, the City and CNRM also entered into that certain Regulatory Agreement (The Mission Apartments), dated as of May 16, 2012, and recorded against the Property in the official records of the County of Riverside, California, on July 9, 2012, as Document No. 2012-0317351 which required that the twelve (12) residential units in the Project (the "Units") at all times be occupied or held vacant and available for rent at an Affordable Rent to Qualified Households (the "Regulatory Agreement").

I. The Regulatory Agreement permitted CRNM to utilize one of the Units for purposes of having a full time case manager/property manager living on the Property, but required that the case manager/property manager be a Qualified Household.

J. CRNM has requested that the Regulatory Agreement be amended to allow the Unit that is set aside for a full time case manager/property manager to be exempt from the rent and income restrictions of the Regulatory Agreement.

K. The City desires to make the requested amendment to ensure that CRNM is able to secure a qualified case manager/property manager for the Project, and the funding sources for the City Loan do not prohibit the City from making such amendment.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERTAKINGS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, CNRM AND CITY DO HEREBY ENTER INTO THIS FIRST AMENDMENT TO THE REGULATORY AGREEMENT AS FOLLOWS:

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this First Amendment by this reference, as though fully set forth in this First Amendment.

2. Definitions of Certain Terms. All initially capitalized terms used and not otherwise defined in the Recitals shall have the meaning ascribed to such term by the Regulatory Agreement.

3. Modifications to Regulatory Agreement.

3.1 *Covenants and Obligations of CNRM; Occupancy.* Section 3.1 of the Regulatory Agreement is hereby deleted and replaced in its entirety as follows:

3.1 Occupancy. CNRM covenants that the Units shall at all times be occupied or held vacant and available for rent at an Affordable Rent to a Qualified Household; except that CNRM shall be allowed to utilize one Unit for purposes of having a full time case manager/property manager living on the Property (the "Manager's Unit"), which Manager's Unit is not required to be occupied by a Qualified Household, and is not subject to the occupancy and rent restrictions set forth in this Regulatory Agreement.

3.1.1 During the Term of this Regulatory Agreement, all of the Units except for the Manager's Unit must be occupied by Qualified Households, earning no more than fifty (50) percent of AMI and rented at an Affordable Rent not to exceed the Low HOME Rent consistent with 24 CFR 92.252, as amended from time to time.

4. Effect on Regulatory Agreement. All terms and conditions of the Regulatory Agreement that are not expressly and specifically modified by this First Amendment shall remain unmodified, in full force and effect and binding on the Parties. This First Amendment shall be enforceable and interpreted in accordance with a subject to all of the terms, provisions, conditions, covenants and agreements set forth in the Regulatory Agreement, except as specifically and expressly modified in this First Amendment. On and after the date of this First Amendment, the term "Regulatory Agreement" in the Regulatory Agreement shall mean and refer to the Regulatory Agreement, as amended by this First Amendment.

5. Conflict. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions of the Regulatory Agreement, the terms and conditions of this First Amendment shall control.

6. Counterparts. This First Amendment may be signed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, CNRM and City have caused this First Amendment to be signed, acknowledged and attested on their behalf by duly authorized representatives in counterpart original copies which shall upon execution by all of the parties be deemed to be one original document.

[Signatures on following pages]

**SIGNATURE PAGE  
TO  
FIRST AMENDMENT TO THE  
REGULATORY AGREEMENT  
(The Mission Apartments)**

**CITY:**

CITY OF CORONA, a California municipal  
corporation

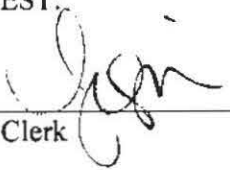
Dated: 3-20-14

By: 

Bradly Robbins  
City Manager

at (14)

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

  
\_\_\_\_\_  
Special Counsel

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

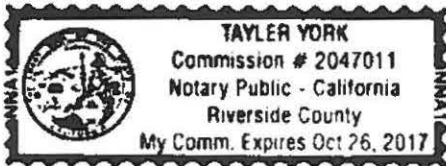
County of RiversideOn March 20, 2014 before me,Taylor York, Notary Public

Name and Title of the Officer

personally appeared

Bradly L. Robbins

Name(s) of Signer(s)



Place Notary Seal Above

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:

Signature of Notary Public

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

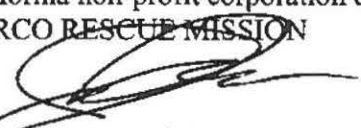
Signer Is Representing: \_\_\_\_\_

**SIGNATURE PAGE  
TO  
REGULATORY AGREEMENT  
(The Mission Apartments)**

**CNRM:**

INLAND EMPIRE RESCUE MISSION, INC., a  
California non-profit corporation dba CORONA  
NORCO RESCUE MISSION

Dated: 2-27-2014

By:   
Its: President

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*\*see Medical*



**EXHIBIT A  
TO  
AFFORDABLE HOUSING AGREEMENT  
(The Mission Apartments)**

**Legal Description of Property**

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

THAT PORTION OF LOT 1 IN BLOCK 66 OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 6 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SIERRA VISTA TRACT NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 33 PAGE 7 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE SOUTH 07° 26' 40" WEST, 182.42 FEET FOR THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 07° 26' 40" WEST, 176.00 FEET;  
THENCE SOUTH 82° 34' 00" EAST, 110.95 FEET;  
THENCE NORTH 07° 26' 40" EAST, 176.00 FEET;  
THENCE NORTH 82° 34' 00" WEST, 110.95 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTHERLY 30.00 FEET OF THE HEREIN DESCRIBED PROPERTY FOR STREET PURPOSES.

APN: 118-283-013-7

**ACKNOWLEDGMENT**

State of California  
County of Orange

On 2-27-2014 before me, Dominic V. Mestas, Notary Public  
(insert name and title of the officer)

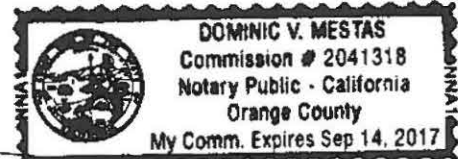
personally appeared James Edwin Palmer III  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their 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 [Signature]

(Seal)



DOC # 2012-0317351

07/09/2012 03:49P Fee:NC

Page 1 of 35

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk &amp; Recorder

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City of Corona  
 Corona Housing Authority  
 400 S. Vicentia Ave., #310  
 Corona, CA 92882

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			35						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NCHGCC						T:	CTY	UNI	017

APN 118-283-013

Exempt from Recording Fees Per Govt. Code §27383



**REGULATORY AGREEMENT**  
**(The Mission Apartments)**

by and between

**CITY OF CORONA**  
 a California municipal corporation

and

**INLAND EMPIRE RESCUE MISSION, INC.**  
 a California non-profit corporation dba  
**CORONA NORCO RESCUE MISSION**

[Dated as of May 16, 2012 for reference purposes only]

This REGULATORY AGREEMENT (The Mission Apartments) ("**Regulatory Agreement**") is made and entered into as of May 16, 2012, by and between THE CITY OF CORONA, a California municipal corporation ("**City**") and INLAND EMPIRE RESCUE MISSION, INC., a California non-profit corporation dba CORONA NORCO RESCUE MISSION ("**CNRM**").

#### RECITALS

A. Pursuant to Title III of Division B of HERA (Public Law 110-289, 122 Stat. 2650), the United States Government created a program known as the Neighborhood Stabilization Program ("**NSP 1**") to make funding available for certain qualified uses in order to assist state and local governments with emergency assistance for the redevelopment of abandoned and foreclosed upon homes and residential properties, which funds are subject to the U.S. Department of Housing and Urban Development's ("**HUD**") "Notice of allocations, waivers granted, alternative requirements applied, and statutory program requirements" for the NSP in the Federal Register, Volume 73, No. 194, Docket No. FR-5255-N-01, published on October 6, 2008 and subsequently revised on June 11, 2009 pursuant to HUD's "Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees under the Housing and Economic Recovery Act, 2008; Revisions to Neighborhood Stabilization Program (NSP) and Technical Corrections" in the Federal Register, Volume 74, No. 117, Docket No. FR-5255-N-02.

B. Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (75 FR 64322), the Federal government provided additional funding for the Neighborhood Stabilization Program, commonly referred to as "**NSP 3**", to be awarded by HUD to mitigate the negative impact of the nation's economic decline and housing market collapse and to stabilize and revitalize communities:

C. City is additionally the recipient of HOME Investment Partnerships Program ("**HOME**") funds from HUD (24 CFR Part 92), which requires the City to reserve fifteen percent (15%) of the HOME allocation it receives from HUD for investment in affordable housing within the City that is developed, sponsored or owned by Community Housing Development Organizations, as defined in 24 CFR Section 92.2.

D. City and Mary Erickson Community Housing, a California non-profit corporation ("**MECH**"), entered into that certain "Neighborhood Stabilization Program Subrecipient Agreement between the City of Corona and Mary Erickson Community Housing (MECH)," dated as of August 19, 2010 and subsequently amended on July 28, 2011 (collectively, the "**NSP Agreement**") to allocate from the City to MECH Nine Hundred Thousand Seven Hundred Eleven Dollars (\$900,711) in NSP 1 funds for the acquisition of that certain real property located at 926 West 5th Street in the City of Corona, California, as further described in Attachment No. 1 ("**Property**") and Five Hundred Ten Thousand Dollars (\$510,000) in HOME funds for the purpose of rehabilitating the Property as a multi-family, very low income rental housing project ("**Project**").

E. City, MECH and City entered into that certain Affordable Housing Agreement (The Mission Apartments), dated as of May 16, 2012 (“**Agreement**”), which provides for, among other things, a City grant of NSP 3 funds in the amount of Three Hundred Twenty Nine Thousand Three Hundred Twenty Eight Dollars (\$329,328) and a City Loan of NSP 1 Program Income funds in the amount of Four Hundred Fifty Nine Thousand Nine Hundred Sixty One Dollars (\$459,961) (“**City Loan**”) to MECH from the City from NSP 1 and NSP 3 funds to assist in the completion of the Project and the relocation of the Property’s eligible occupants.

F. In accordance with to the Agreement, upon completion of construction of the Project, MECH will convey the Property and the Project to CNRM, and CNRM will execute a promissory note and deed of trust for purposes of assuming the City Loan, in order to allow CNRM to operate the Project on the Property for a period of no less than fifty-five (55) years.

G. The terms of the Agreement require that certain covenants and affordability restrictions remain in full force and effect on the Property for a term of fifty-five (55) years following the recordation of both a grant deed transferring fee title to the Property to CNRM and a deed of trust executed by CNRM for the benefit of the City securing repayment of the City Loan.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERTAKINGS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, CNRM AND CITY DO HEREBY COVENANT AND AGREE FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS AS FOLLOWS:

1. Definitions of Certain Terms. As used in this Regulatory Agreement, the following words and terms shall have the meaning as provided in the Recitals or in this Section 1, unless the specific context of usage of a particular word or term may otherwise require. All initially capitalized terms used and not otherwise defined in the Recitals or in this Section 1 shall have the meaning ascribed to such term by the Agreement.

1.1 Affordable Rent. In reference to each Unit, the term “Affordable Rent” shall mean an affordable housing rental cost for a Qualified Household pursuant to Section 8 of the United States Housing Act of 1937.

1.2 AMI. The Area Median Family Income, that figure for the Riverside-San Bernardino-Ontario, California MSA as published annually by the federal Department of Housing and Urban Development (“**HUD**”) as part of its Section 8 income limits.

1.3 Automobile Liability Insurance. Insurance coverage against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used by CNRM regarding the Project, with minimum limits for bodily injury and property damage of One Million Dollars (\$1,000,000). Such insurance shall be provided by a business or commercial vehicle policy and may be provided through a combination of primary and excess or umbrella policies, all of which shall be subject to pre-approval by City, which approval shall not be unreasonably withheld.

1.4 HOME-Assisted Unit. One of the units designated as receiving assistance from the City's HOME program funds.

1.5 HOME Rent. Rents calculated annually by HUD and are as follows:

1.5.1 High HOME Rents. Rents which are the lesser of the Fair Market Rents, as determined by HUD, or a rent that does not exceed thirty (30) percent of sixty-five (65) percent of AMI.

1.5.2 Low HOME Rents. Rents which do not exceed thirty (30) percent of fifty (50) percent of AMI.

1.6 Liability Insurance. Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and which may be provided through a combination of primary and excess or umbrella insurance policies. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be twice the required minimum liability limit for any one occurrence.

1.7 Project. The operation of a multi-family rental housing project consisting of twelve (12) very low income affordable housing rental units and all related on- and off-site improvements, with all Units occupied or available for occupancy by Qualified Households.

1.8 Property Insurance. Insurance providing coverage for the Property and all improvements on or to the Property against loss, damage, or destruction by fire and other hazards encompassed under the broadest form of property insurance coverage then customarily used for like properties in the County of Riverside, in an amount equal to one hundred percent (100%) of the replacement value (without deduction for depreciation) of all improvements comprising the Project (excluding excavations and foundations) and in any event sufficient to avoid co-insurance and with no co-insurance penalty provision, with "ordinance or law" coverage. To the extent customary for like properties in the County of Riverside at the time, such insurance shall include coverage for explosion of steam and pressure boilers and similar apparatus located on the Property; an "increased cost of construction" endorsement; and an endorsement covering demolition and cost of debris removal, all subject to policy sublimits. Property Insurance shall also include rental or business interruption insurance in an amount, at least, equal to the average annual gross income from the Project for the preceding three (3) calendar years and providing for a 12-month extended period of indemnity.

1.9 Qualified Households. An individual and/or families whose incomes do not exceed the qualifying limits for very low income families under Section 8 of the United States Housing Act of 1937.

1.10 Term. The period of time following the Transfer Date and ending on the fifty-fifth (55th) anniversary thereafter.

1.11 Transfer Date. The date that both: (a) a grant deed transferring fee title to the Property to CNRM pursuant to the Agreement is recorded with the County Recorder for the County of Riverside; and (b) a deed of trust executed by CNRM for the benefit of the City securing repayment of the City Loan is recorded with the County Recorder for the County of Riverside.

1.12 Units. The twelve (12) residential units in the Project.

1.13 Workers Compensation Insurance. Workers compensation insurance complying with the provisions of California law and an employer's liability insurance policy or endorsement to a liability insurance policy, with a minimum liability limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all employees of CNRM..

2. Acknowledgment of CNRM. CNRM hereby acknowledges that this Regulatory Agreement imposes certain restrictions on the use and occupancy of the Project and the Property during the Term of this Regulatory Agreement. CNRM acknowledges and understands that the restrictions shall be applicable to the Project and the Property for the Term hereof, commencing on the Transfer Date.

  
 Initials of Authorized  
 CNRM Representative

3. Covenants and Obligations of CNRM.

3.1 Occupancy. CNRM covenants that the Units shall at all times be occupied or held vacant and available for rent at an Affordable Rent to a Qualified Household; provided CNRM shall be allowed to utilize one Unit for purposes of having a full time case manager/property manager living on the Property, which case manager/property manager shall also be a Qualified Household.

3.1.1 During the Term of this Regulatory Agreement, all of the Units must be occupied by Qualified Households, earning no more than fifty (50) percent of AMI and rented at an Affordable Rent not to exceed the Low HOME Rent consistent with 24 CFR 92.252, as amended from time to time.

3.2 HOME-Assisted Units. Upon initial occupancy and for fifteen (15) years thereafter, the Project shall have three( 3 ) HOME-Assisted Units, two two-bedroom units and one one-bedroom unit, which shall be "floating" units, rented exclusively to very low income households at an Affordable Rent not to exceed the Low HOME Rent.

3.3 Rent Covenant. CNRM covenants that no Qualified Household shall pay an amount in excess of the Affordable Rent.

3.4 Proof of Qualification. Certification of a Qualified Household's income shall be made by CNRM at the time of initial occupancy of a Unit and upon each renewal of a Qualified Household's lease. All such information described in this Section 3.4 shall only be obtained by

CNRM after obtaining the Qualified Household's written consent for the release of such information to CNRM. CNRM shall obtain, prior to initial occupancy and upon each lease renewal and, thereafter, maintain on file, income certifications from each Qualified Household renting any of the Units in the Project in the form attached as Attachment No. 2. CNRM shall make a good faith effort to verify that the income information provided by an applicant (or occupying Qualified Household) in an income certification is accurate by taking one or more of the following steps as a part of the verification process:

3.4.1 Obtain an income tax return for the most recent tax year;

3.4.2 Obtain banking statements for the three (3) most recent months

3.4.3 Obtain an income verification form from the applicant's current employer and/or obtain three (3) most recent paystubs;

3.4.4 Obtain an income verification form from the United States Social Security Administration and/or the State of California Department of Social Services, if the applicant receives assistance from either of such agencies; or

3.4.5 If the applicant is unemployed and has no such tax return, obtain another form of independent verification.

3.5 Recertification of Income. On the anniversary of the occupancy of each Unit, CNRM shall recertify the household income of the Qualified Household occupying the Unit. Copies of tenant income certifications shall be made available to City upon request. In the event the recertification demonstrates that such household's income exceeds the income at which such household would qualify, the HOME rules for over-income households will apply in determining the rent to be charged to that over-income household, including the guidance provided by HOME in Chapter 6, "Rental Housing Activities," in "Building HOME," a HOME Program Primer which provides an overview of the HOME Program, which may be amended from time to time. CNRM shall ensure appropriate language is included in the lease requiring tenant to provide income information annually and acknowledge that should its income increase, its lease may be increased to the allowable HOME rent levels.

3.6 Inspection. CNRM and all Qualified Households shall permit City to conduct inspections of the Property and the Project from time-to-time for purposes of verifying compliance with this Regulatory Agreement, upon ten (10) calendar days prior written notice to CNRM.

3.7 Records and Audits. Records shall be established and maintained by CNRM relating to the use and occupancy of the Property and the Project for affordable rental housing use purposes, as authorized herein. CNRM shall be responsible for establishing and maintaining such records during the Term of this Regulatory Agreement.

3.7.1 Commencing on the June 30 following the first (1st) anniversary of the date of recordation of this Regulatory Agreement, and on each June 30 thereafter during the Term, CNRM shall submit a report to City, in the form attached as Attachment No. 3 ("**Annual Report**"). The Annual Report shall include, for each Unit in the Project, the rent, income and

household size of the Qualified Household occupying the Unit. The Annual Report shall also state the date the tenancy commenced for each Unit and such other information as City may be required by law to obtain; provided, however, that City shall take reasonable steps to maintain the confidential nature of the information contained in any Annual Report to the extent permitted by law. CNRM shall provide any additional information reasonably requested by City including, without limitation, Project-related income and expense accounting information.

3.7.2 City shall have the right to examine and make copies of all books, records or other documents of CNRM which pertain to any Unit; provided, however, that City shall take reasonable steps to maintain the confidential nature of such information. CNRM shall maintain complete, accurate and current records pertaining to the Units, the Property and the Project, and shall permit any duly authorized representative of City (during business hours and upon not less than seventy-two (72) hours notice) to inspect such records, including records pertaining to income and household size of Qualified Households; provided, however, that City shall take reasonable steps to maintain the confidential nature of information relating to any specific household.

3.8 Covenant of CNRM With Respect to the lease of Units in the Project. CNRM, for itself, its successors and assigns, hereby covenants and agrees that, in connection with the lease of Units to Qualified Households during the Term, it shall comply with the following requirements:

3.8.1 The lease between CNRM and the Qualified Household shall be for a term of one (1) year, unless by mutual agreement between CNRM and the Qualified Household, but in such a case for not less than six (6) months, as required by applicable provisions of the United States Internal Revenue Code.

3.8.2 The lease shall not contain any of the following provisions:

(a) an agreement by the Qualified Household to be sued, to admit guilt or to entry of a judgment in favor of CNRM in a lawsuit brought in connection with the lease;

(b) an agreement by the Qualified Household that CNRM may take, hold or sell personal property of household members, without notice to the Qualified Household and a court decision on the rights of the parties, other than an agreement by the tenant concerning disposition of personal property remaining in the Unit after the Qualified Household has moved out of the Unit;

(c) an agreement by the Qualified Household not to hold CNRM or its agents legally responsible for any action or failure to act, whether intentional or negligent;

(d) an agreement by the Qualified Household that CNRM may institute a lawsuit without notice to the Qualified Household;

(e) an agreement by the Qualified Household that CNRM may evict the Qualified Household without instituting a civil court proceeding in which the Qualified Household has the opportunity to present a defense, or before a court decision on the rights of the parties;

(f) an agreement by the Qualified Household to waive any right to a trial by jury;

(g) an agreement by the Qualified Household to waive the Qualified Household's right to appeal, or to otherwise challenge a court decision in connection with the lease;

(h) an agreement by the Qualified Household to pay attorney's fees or other legal costs, even if the Qualified Household wins in a court proceeding by CNRM against the Qualified Household; provided, however, the Qualified Household may be obligated to pay costs in the event it loses such a legal action.

3.9 Termination of Tenancy. CNRM shall not terminate the tenancy or refuse to renew the lease of a Qualified Household, except for serious or repeated violations of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. CNRM shall, in connection with a termination of a tenancy or a refusal to renew a lease, serve written notice upon the Qualified Household specifying the grounds for the action, at least thirty (30) calendar days before the termination of the tenancy.

3.10 Vacancy and Extension of Term. During the Term of this Regulatory Agreement, should any of the Units become vacated for no fault of CNRM, and CNRM causes the vacated Units to be occupied within ninety (90) days of vacancy by Qualified Households, the Term shall continue to run without interruption. However, if the Maker is unable to cause the vacated Unit to be occupied within such ninety (90) day period, the Term shall be extended by the number of days beyond the ninety (90) day period that it takes for CNRM to cause the vacated affordable housing unit to be occupied.

3.11 Tenant Policies. CNRM shall adopt written tenant selection policies and criteria that:

3.11.1 are consistent with the purpose of providing housing for individuals who qualify as Qualified Households;

3.11.2 are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;

3.11.3 give reasonable consideration to the housing needs of individuals who occupy substandard housing (including individuals that are homeless or living in a shelter for homeless individuals); individuals that are paying more than fifty percent (50%) of their annual income for rent; or individuals that are involuntarily displaced;

3.11.4 provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

3.11.5 give prompt written notification to any rejected applicant of the grounds for rejection.

3.12 Non-Discrimination. All Units shall be available at an Affordable Rent for occupancy on a continuous basis to Qualified Households. CNRM shall not give preference to any particular class or group of persons in renting the Units. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit. Neither CNRM nor any person claiming under or through CNRM, shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the operation and management of any Unit, the Project or the Property. All deeds, leases or contracts made or entered into by CNRM as to the Units, the Project or the Property or any portion thereof, shall contain covenants prohibiting discrimination, as prescribed by this Regulatory Agreement. CNRM shall include a statement in all advertisements, notices and signs for the availability of Units for rent to the effect that CNRM is an Equal Housing Opportunity Provider.

3.13 Compliance with Federal Laws. CNRM acknowledges and agrees that because the City Loan consists of funding provided by the Federal Government, specifically, NSP 1, NSP 3 and HOME funds, CNRM shall be required to comply with applicable federal requirements. Notwithstanding the foregoing, CNRM shall only be required to comply with the affordability restrictions and requirements associated with HOME funds for the minimum statutory period of fifteen (15) years pursuant to 24 CFR 92.206(b)(2), commencing on the Transfer Date; provided, however, that CNRM shall continue to comply with all Federal, state or local requirements associated with the use of NSP 1 and NSP funds for the entire Term of this Regulatory Agreement.

#### 4. Development and Management of the Project.

4.1 Management of Project. CNRM shall be responsible for management of the Project including, without limitation, the selection of Qualified Households, certification and recertification of household size, income and the age of the head of household of all Units, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for the management or operation of the Project or the Property. The Project shall at all times be managed by an experienced management agent ("**Management Agent**") reasonably acceptable to City, with demonstrated ability to operate residential rental facilities similar to the Project in a manner that will provide decent, safe, and sanitary housing. For the purposes hereof, if CNRM directly performs the functions of the Management Agent by its employees or by means of a service contract with an entity which is a partner in CNRM, such a Management Agent shall be deemed approved by City. If the Management Agent is an entity or person other than CNRM, its employees, a partner in CNRM or an entity owned or controlled by CNRM or which owns and/or controls CNRM, CNRM shall submit for City's approval the identity of any proposed Management Agent, together with additional information relevant to the background, experience and financial condition of any proposed Management Agent, as reasonably requested by City. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, City shall approve the proposed Management Agent by notifying CNRM in writing within thirty (30) days following CNRM's written request for such approval. Unless the

proposed Management Agent is disapproved by City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

4.1.1 If CNRM directly performs the functions of the Management Agent by its employees or by means of a service contract with an entity which is a partner in CNRM and the City determines CNRM has not met its management responsibilities, City shall have the right to enter the Project, to review relevant documentation to determine if CNRM is acting in a reasonable manner and to require CNRM to hire a third party management company acceptable to the City.

## 4.2 Insurance.

4.2.1 Required Insurance. CNRM shall maintain, to protect City Parties against all insurable Claims resulting from the actions of CNRM in connection with this Regulatory Agreement, the Property and the Project, at the sole cost and expense of CNRM during the Term hereof the following insurance (or its then reasonably available equivalent): (a) Liability Insurance; (b) Automobile Liability Insurance; (c) Property Insurance; and (d) Workers Compensation Insurance. CNRM shall require all subcontractors to maintain the same insurance required of CNRM set forth in this Section 4.2 prior to performing any work on the Property or the Project.

4.2.2 Policy Requirements and Endorsements. All insurance policies required by this Regulatory Agreement shall contain (by endorsement or otherwise) the following provisions:

(a) *Insured.* CNRM's Liability Insurance and Automobile Liability Insurance policies shall name City Parties as "additional insured." CNRM's Property Insurance policy shall name City as a "loss payee." The coverage afforded to City Parties shall be at least as broad as that afforded to CNRM regarding the Property and the Project and may not contain any terms, conditions, exclusions, or limitations applicable to City Parties that do not apply to CNRM.

(b) *Primary Coverage.* Any insurance or self-insurance maintained by City Parties shall be in excess of all insurance required under this Regulatory Agreement and shall not contribute to any insurance required under this Regulatory Agreement.

(c) *Contractual Liability.* CNRM's Liability Insurance policy shall contain contractual liability coverage for CNRM's indemnity obligations under this Regulatory Agreement. CNRM's obtaining or failure to obtain such contractual liability coverage shall not relieve CNRM from nor satisfy any indemnity obligation of CNRM under this Regulatory Agreement.

(d) *Deliveries to City.* CNRM shall deliver to City evidence of all insurance policies required by this Regulatory Agreement. No later than three (3) days before any insurance required by this Regulatory Agreement expires, is cancelled or its liability limits are reduced or exhausted, CNRM shall deliver to City evidence of CNRM's maintenance of all insurance this Regulatory Agreement requires. Each insurance policy required by this Regulatory Agreement shall be endorsed to state that coverage shall not be cancelled, suspended,

voided, reduced in coverage or in limits, except after thirty (30) calendar days' advance written notice of such action has been given to City by certified mail, return receipt requested; provided, however, that thirty (30) days advance written notice shall be required for any such action arising from non-payment of the premium for the insurance. Phrases such as "endeavor to" and "but failure to mail such Notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of any certificates or policies of insurance applicable to City Parties pursuant to this Regulatory Agreement.

(e) *Waiver of Certain Claims.* CNRM shall cause each insurance carrier providing insurance coverage under this Regulatory Agreement to endorse their applicable policy(ies) with a Waiver of Subrogation with respect to City Parties, if not already in the policy. To the extent that CNRM obtains insurance with a Waiver of Subrogation, the Parties release each other, and their respective authorized representatives, from any Claims for damage to any Person or property to the extent such Claims are paid by such insurance policies obtained pursuant to and in satisfaction of the provisions of this Agreement.

(f) *No Claims Made Coverage.* None of the insurance coverage required under this Regulatory Agreement may be written on a claims-made basis.

4.2.3 Fully Paid and Non-Assessable. All insurance obtained and maintained by CNRM pursuant to this Section 4.2 shall be fully paid for and non-assessable. However, such insurance policies may be subject to insurer audits.

4.2.4 City Option to Obtain Coverage. During the continuance of a Default arising from the failure of CNRM to carry any insurance required by this Regulatory Agreement, City may, at its sole option, purchase any such required insurance coverage and City shall be entitled to immediate payment from CNRM of any premiums and associated reasonable costs paid by City for such insurance coverage. Any amount becoming due and payable to City under this Section 4.2.4 that is not paid within fifteen (15) calendar days after written demand from City for payment of such amount, within an explanation of the amounts demanded, will bear interest from the date of the demand at the rate of eight percent (8%) per annum or the maximum interest rate allowed by applicable law, whichever is less. Any election by City to purchase or not to purchase insurance otherwise required by the terms of this Regulatory Agreement to be carried by CNRM shall not relieve CNRM of its obligation to obtain and maintain any insurance coverage required by this Regulatory Agreement.

4.2.5 Separation of Insured. CNRM's Liability Insurance and Automobile Liability Insurance policies shall provide for separation of insured for CNRM and the City Parties. Insurance policies obtained in satisfaction of or in accordance with the requirements of this Regulatory Agreement may provide a cross-suits exclusion for suits between named insured Persons, but shall not exclude suits between named insured Persons and additional insured Persons.

4.2.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions under insurance policies required by this Regulatory Agreement shall be declared to and approved by City. CNRM shall pay all such deductibles or self-insured retentions regarding

City Parties or, alternatively, the insurer under each insurance policy required by this Section 4.2 shall eliminate such deductibles or self-insured retentions with respect to City Parties.

4.2.7 No Separate Insurance. CNRM shall not carry separate or additional insurance concurrent in form or contributing in the event of loss with that required under this Regulatory Agreement, unless City is made an additional insured thereon, as required by this Regulatory Agreement.

4.2.8 Insurance Independent of Indemnification. The insurance requirements of this Regulatory Agreement are independent of CNRM's indemnification and other obligations under this Regulatory Agreement and shall not be construed or interpreted in any way to satisfy, restrict, limit, or modify CNRM's indemnification or other obligations or to limit CNRM's liability under this Regulatory Agreement, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall the provision of such insurance preclude City from taking such other actions as are available to it under any other provision of this Regulatory Agreement or otherwise at law or in equity.

4.2.9 Nature of Insurance. The policies of insurance required by this Regulatory Agreement shall be issued by carriers that: (a) are listed in the then current "Best's Key Rating Guide—Property/Casualty—United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "XI" (exception may be made for the California Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in California. CNRM may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Property and the Project, which amount(s) shall equal or exceed the amount(s) required by this Regulatory Agreement; and (ii) such policy otherwise complies with this Regulatory Agreement.

5. Maintenance of the Project. CNRM, for itself, its successors and assigns, hereby covenants and agrees that the exterior areas of the Project which are subject to public view (e.g.: all improvements, paving, walkways, landscaping, and ornamentation) shall be maintained in good repair and in a neat, clean and orderly condition, ordinary wear and tear excepted. In the event that at any time during the Term, there is an occurrence of an adverse condition on any area of the Project which is subject to public view in contravention of the general maintenance standard described above ("**Maintenance Deficiency**"), then City shall notify CNRM in writing of the Maintenance Deficiency and give CNRM thirty (30) calendar days from the date of such notice to cure the Maintenance Deficiency as identified in the notice. "Maintenance Deficiency" includes, without limitation, the following inadequate or non-conforming property maintenance conditions and/or breaches of residential property use restrictions: (i) failure to properly maintain the windows, structural elements, and painted exterior surface areas of the Units in a clean and presentable manner; (ii) failure to keep the common areas of the Project free of accumulated debris, appliances, inoperable motor vehicles or motor vehicle parts, or free of storage of lumber, building materials or equipment not regularly in use on the Property; (iii) failure to regularly maintain, replace and renew the landscaping in a reasonable condition free of weed and debris; and (iv) the use of garage areas on the Project for purposes other than the parking of motor

vehicles and the storage of personal possessions and mechanical equipment of persons residing in the Project.

5.1 In the event CNRM fails to cure or commence to cure the Maintenance Deficiency within the time allowed, City may thereafter conduct a public hearing following transmittal of written notice thereof to CNRM ten (10) calendar days prior to the scheduled date of such public hearing in order to verify whether a Maintenance Deficiency exists and whether CNRM has failed to comply with the provision of this Section 5. If, upon the conclusion of a public hearing, City makes a finding that a Maintenance Deficiency exists and that there appears to be non-compliance with the general maintenance standard, as described above, then City shall have the right to enter the Project (exterior areas of the Project which are subject to public view only) and perform all acts necessary to cure the Maintenance Deficiency, or to take other action at law or equity that City may then have to accomplish the abatement of the Maintenance Deficiency. Any sum expended by City for the abatement of a Maintenance Deficiency as authorized by this Section 5.1 shall become a lien on the Project. If the amount of the lien is not paid within thirty (30) calendar days after written demand for payment by City to CNRM, City shall have the right to enforce the lien in the manner as provided in Section 5.3.

5.2 Graffiti which is visible from any public right-of-way which is adjacent or contiguous to the Project shall be removed by CNRM from any exterior surface of a structure or improvement on the Project by either painting over the evidence of such vandalism with a paint which has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water as appropriate. In the event that graffiti is placed on the Project (exterior areas only) and such graffiti is visible from an adjacent or contiguous public right-of-way and thereafter such graffiti is not removed within seventy-two (72) hours following the time of its application, or CNRM's actual knowledge of its existence, whichever occurs later; then in such event and without notice to CNRM, City shall have the right to enter the Project and remove the graffiti. Notwithstanding any provision of Section 5.1 to the contrary, any sum expended by City for the removal of graffiti from the Project as authorized by this Section 5.2 shall become a lien on the Project. If the amount of the lien is not paid within thirty (30) calendar days after written demand for payment by City to CNRM, City shall have the right to enforce its lien in the manner as provided in Section 5.3.

5.3 The parties hereto further mutually understand and agree that the rights conferred upon City under this Section 5 expressly include the power to establish and enforce a lien or other encumbrance against the Property in the manner provided under California Civil Code Sections 2924, 2924b and 2924c in the amount as reasonably necessary to restore the Project to the maintenance standards required under this Section 5, including attorneys fees and costs of City associated with the abatement of the Maintenance Deficiency or removal of graffiti and the collection of the costs of City in connection with such action. In any legal proceeding for enforcing such a lien against the Project, the prevailing party shall be entitled to recover its attorneys' fees and costs of suit. The provisions of this Section 5 shall be a covenant running with the land for the Term and shall be enforceable by City in its discretion, cumulative with any other rights or powers granted by City under applicable law. Nothing in the foregoing provisions of this Section 5 shall be deemed to preclude CNRM from making any alterations, additions, or other changes to any structure or improvement or landscaping on the Project, provided that such

changes comply with the zoning and development regulations of the City and other applicable law.

5.4 Capital Replacement Reserve Account. CNRM shall establish an account for the payment of repair and replacement of capital items ("**Capital Replacement Reserve Account**"). Each Fiscal Year CNRM shall deposit into the Capital Reserve Replacement Account from operating income an amount of at least Two Hundred Fifty Dollars (\$250) per Unit per year.

5.4.1 Capital Repairs and Replacements. Capital repairs and replacements shall include, but not be limited to, the following: wet and dry utilities; roof repair and replacement as necessary; repair and replacement of boilers and the major operating components thereof; stucco repair and replacement; exterior painting; replacement of carpeting and vinyl or other hard surface flooring; replacement of drapes; replacement of dishwashers and garbage disposals; and repair and replacement of heating, ventilating and air conditioning systems, equipment and components, installation of solar panels. All of the foregoing and other similar expenditures on the Project shall be considered to be qualifying capital repair and replacement expenses. Interior painting, repair or replacement of other interior appliances and servicing, repair or replacement of interior hardware shall not be considered to be a capital repair, but shall be ordinary operating expenses for the Project. CNRM shall withdraw funds from the Capital Replacement Reserve Account to pay such capital repair and replacement expenses that have been approved by City as CNRM may deem necessary for the purposes of meeting the maintenance and replacement obligations described herein.

5.4.2 Insured Depository. The Capital Replacement Reserve Account shall be maintained in a depository insured by an agency of the federal government.

5.4.3 Documentation. Annually, or more frequently at City's request, CNRM shall document the level of capital repairs and replacements for the preceding period. CNRM shall maintain and shall provide as requested documentation showing the quantity and price of items purchased, price of materials and the cost of contracted labor or other services incurred in connection with such capital repair and replacement, and such other items as City may reasonably request. If the cost of a capital repair or a replacement is anticipated to exceed Ten Thousand Dollars (\$10,000) per year, CNRM shall inform City and supply City with reasonable documentation concerning the need for and cost of the anticipated capital repair or replacement. City will review and approve or disapprove the repair item(s) in its sole and absolute discretion.

5.4.5 Withdrawals from Reserve Account. On an annual basis, CNRM shall notify City of the anticipated cash requirements which will need to be withdrawn from the Capital Replacement Reserve Account. Amounts so budgeted and approved by City may be withdrawn by CNRM from the indicated Capital Replacement Reserve Account without further City approval. Other withdrawals for unbudgeted, unanticipated or emergency Project expenditures may be withdrawn by CNRM without prior City approval, but CNRM shall notify City in writing within ten (10) calendar days after withdrawal. All amounts so withdrawn by CNRM shall be expended on the Project and in accordance with this Regulatory Agreement.

5.4.6 Interest Earned on Funds in the Capital Replacement Reserve Account. Any interest or other earnings from sums deposited into the Capital Replacement Reserve Account shall be retained in and added to the balance in said account.

5.4.7 Capital Needs Assessment. CNRM shall deliver to City a capital needs assessment (“CNA”) every ten (10) years after the Transfer Date for the City’s reasonable review and approval. The CNA shall include an analysis of CNRM’s actual expenditures for capital needs compared to the most recently approved CNA, CNRM’s original operating budget and its then-current operating budget. Each CNA shall include a ten (10) year capital needs assessment or analysis of replacement reserve requirements prepared by a qualified third party in accordance with reasonable and customary standards for similar residential rental projects.

5.4.8 Displacement of Residents and Relocation. CNRM shall make best efforts to conduct capital repairs and replacements and ordinary repair and maintenance (collectively, “Repairs”) in good faith and in a manner that does not result in the displacement of any of the residents of the Units. If any of CNRM’s actions to conduct Repairs result in displacement of any of the Units’ residents, CNRM shall notify the City in writing, prior to conducting such Repairs, of the identities of the residents to be displaced, the Units they will be displaced from, and the estimated length of time such residents shall be displaced. If the displacement of the residents triggers relocation obligations, CNRM shall be responsible, at its sole cost and expense, for any and all such relocation obligations and related expenses. CNRM shall comply with all applicable federal, state and local laws, rules and regulations regarding such relocation obligations and related expenses, including any relocation requirements set forth by the City. CNRM shall defend, indemnify and hold the City, its officers, employees, agents, attorneys, and contractors harmless from and against all liability for any relocation obligations and related expenses attributable to any Repairs.

6. Covenants to Run With the Land. CNRM and City hereby declare their specific intent that the covenants, reservations and restrictions set forth herein are part of a plan for the promotion and preservation of affordable housing within the territorial jurisdiction of City and that each shall be deemed covenants running with the land and shall pass to and be binding upon the Property and each successor-in-interest of CNRM in the Property for the Term. CNRM hereby expressly assumes the duty and obligation to perform each of the covenants and to honor each of the reservations and restrictions set forth in this Regulatory Agreement. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

7. Burden and Benefit. City and CNRM hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that CNRM’s legal interest in the Property is affected by the affordable dwelling use and occupancy covenants hereunder. City and CNRM hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the affordable housing goals and objectives of City and in order to make the Property available for acquisition by CNRM.

## 8. Defaults.

8.1 Events of Default. The occurrence of any of the following is a default and shall constitute a material breach of this Regulatory Agreement and, if not corrected, cured or remedied in the time period set forth in Section 8.2, shall constitute an “**Event of Default**” hereunder:

8.1.1 failure of CNRM or any person under its direction or control to comply with or perform when due any material term, obligation, covenant or condition contained in this Regulatory Agreement;

8.1.2 any warranty, representation or statement made or furnished to City by CNRM under this Regulatory Agreement that is false or misleading in any material respect either now or at the time made or furnished;

8.1.3 the dissolution or termination of the existence of CNRM as an ongoing business, insolvency, appointment of a receiver for any part of the property of CNRM, any assignment for the benefit of creditors, any type of creditor workout or the commencement of any proceeding under any bankruptcy or insolvency laws by or against CNRM; or

8.1.4 a default pursuant to the Agreement.

8.2 Notice of Default. City shall give written notice of default to CNRM, in accordance with Section 15, stating that such notice is a “Notice of Default”, specifying the default complained of by City and requiring the default to be remedied within thirty (30) calendar days of the date of the Notice of Default. Except as required to protect against further material damage, City may not institute legal proceedings against CNRM until thirty (30) calendar days after providing the Notice of Default. Failure or delay in giving a Notice of Default shall not constitute a waiver of any default, nor shall it change the time of occurrence of the default. If the default specified in the Notice of Default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if CNRM initiates corrective action within said thirty (30) calendar day period and diligently works to effect a cure as soon as possible, then CNRM may have such additional time as authorized in writing by City as reasonably necessary to complete the cure of the default prior to exercise of any other remedy for the occurrence of an Event of Default. Such authorization for additional time to cure shall not be unreasonably withheld. If CNRM fails to take corrective action relating to a default within thirty (30) calendar days following the date of Notice of Default (or to complete the cure within the additional as may be authorized by City), an Event of Default shall be deemed to have occurred.

8.3 Inaction Not a Waiver of Default. Any failure or delays by City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by City in asserting any of its rights and remedies shall not deprive City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

9. Remedies. Upon the occurrence of an Event of Default, City shall, in addition to the remedial provisions of Section 5 as related to a Maintenance Deficiency at the Property, be entitled to seek any appropriate remedy or damages by initiating legal proceedings as follows: (i)

by mandamus or other suit, action or proceeding at law or in equity, to require CNRM to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of City; or (ii) by other action at law or in equity as necessary or convenient to enforce the obligations, covenants and agreements of CNRM to City.

9.1 Rights and Remedies are Cumulative. The rights and remedies of City as set forth in this Section 9 are cumulative and the exercise by City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by CNRM.

9.2 Enforcement by Third Parties. No third party shall have any right or power to enforce any provision of this Regulatory Agreement on behalf of City or to compel City to enforce any provision of this Regulatory Agreement against CNRM or the Project.

10. Governing Law. This Regulatory Agreement shall be governed by the laws of the State of California and applicable Federal laws, without regard to its conflicts of laws principles.

11. Amendment. This Regulatory Agreement may be amended after its recordation only by a written instrument executed by both CNRM and City.

12. Attorney's Fees. In the event that a party to this Regulatory Agreement brings an action to enforce any condition or covenant, representation or warranty in this Regulatory Agreement or otherwise arising out of this Regulatory Agreement, the prevailing party in such action shall be entitled to recover from the other party reasonable attorneys' fees to be fixed by the court in which a judgment is entered, as well as the costs of such suit. For the purposes of this Section 12, the words "reasonable attorneys' fees," in the case of City, shall include the salaries, costs and overhead of the City Attorney as well as any other legal counsel hired by the City in such action, as allocated on an hourly basis.

13. Severability. If any provision of this Regulatory Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining parts of this Regulatory Agreement which are hereby declared by the parties to be severable from any other part which is found by a court to be invalid or unenforceable.

14. Time is of the Essence. For each provision of this Regulatory Agreement which states a specific amount of time within which the requirements thereof are to be satisfied, time shall be deemed to be of the essence.

15. Notice. Any notice required to be given under this Regulatory Agreement shall be given by City or by CNRM, as applicable, by personal delivery or by First Class United States mail at the addresses specified below or at such other address as may be specified in writing by the parties hereto:

To CNRM: Corona Norco Rescue Mission  
One Hope Drive  
Tustin, CA 92782  
Attn: Jim Palmer, President  
Facsimile: (714) 258-4451

*With a courtesy copy to:* Christopher Ferebee  
2834 Hammer Avenue, Suite 456  
Norco, CA 92860

To City: City of Corona  
Corona Housing Authority  
400 S. Vicentia Avenue, #310  
Corona, CA 92882  
Facsimile: (951) 736-2488

*With a courtesy copy to:* Best Best & Krieger LLP  
5 Park Plaza, Suite 1500  
Irvine, CA 92614  
Attn: Elizabeth W. Hull  
Facsimile: (949) 260-0972

Notice shall be deemed given five (5) calendar days after the date of mailing to the party or, if personally delivered, when received by the City Manager or CNRM, as applicable.

16. Recording. The parties hereto shall cause this Regulatory Agreement to be recorded in the Official Records of the County of Riverside.

17. No Third Party Beneficiary. No claim as a third-party beneficiary under this Regulatory Agreement by any person, corporation or any other entity, shall be made or be valid against the City or CNRM.

18. Prohibition Against Transfer.

18.1 Except as expressly provided in the Agreement, CNRM shall not, without prior written approval of City, which may not be unreasonably withheld, delayed or conditioned: (i) assign or attempt to assign this Regulatory Agreement or any right herein; or (ii) make any total or partial sale, transfer, conveyance, lease, leaseback, or assignment of the whole or any part of the Property or the improvements thereon, with the exception of a lease to a Qualified Household as permitted by this Regulatory Agreement, or permit to be placed on any of the Property any unauthorized mortgage, trust deed, deed of trust, encumbrance or lien.

18.2 In the absence of specific written agreement or approval by City, no unauthorized sale, transfer, conveyance, lease, leaseback or assignment of the Property shall be deemed to relieve CNRM or any other party from any obligations under this Regulatory Agreement.

IN WITNESS WHEREOF, CNRM and City have caused this Regulatory Agreement to be signed, acknowledged and attested on their behalf by duly authorized representatives in counterpart original copies which shall upon execution by all of the parties be deemed to be one original document.

**[Signatures on following pages]**

**SIGNATURE PAGE  
TO  
REGULATORY AGREEMENT  
(The Mission Apartments)**

**CITY:**

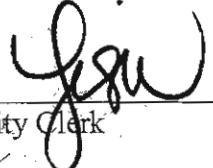
CITY OF CORONA, a California municipal  
corporation

Dated: 5.17.12

By: 

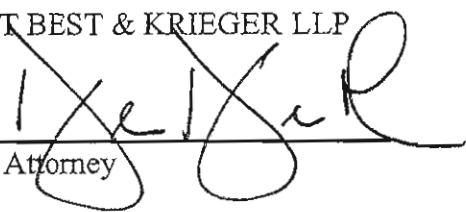
Bradley L. Robbins  
City Manager

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

  
\_\_\_\_\_  
City Attorney



**LARRY W. WARD**  
**COUNTY OF RIVERSIDE**  
**ASSESSOR-COUNTY CLERK-RECORDER**

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

[www.riversideacr.com](http://www.riversideacr.com)

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Page No. 19

City Seal: "CORONA - The Circle City - Incorporated July 13, 1896 - To Cherish Our Past - To Plan Our Future"

Date: 05/17/2012

Signature: *Jesus M. Morales*

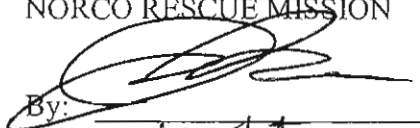
Print Name: Jesus M. Morales

**SIGNATURE PAGE  
TO  
REGULATORY AGREEMENT  
(The Mission Apartments)**

**CNRM:**

INLAND EMPIRE RESCUE MISSION, INC., a  
California non-profit corporation dba CORONA  
NORCO RESCUE MISSION

Dated: 5-31-2012

By:   
Its: West

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of

Orange

On 6/1/12

Date

before me,

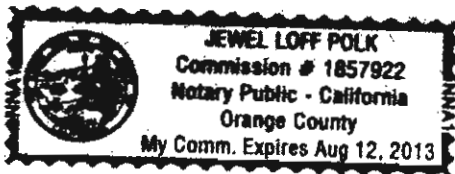
Jewel Loff, Notary Public

Here Insert Name and Title of the Officer

personally appeared

\* Jim Palmer \*

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

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document:

Regulatory Agmt

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

☐ Individual☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer Is Representing:

Signer's Name:

☐ Individual☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer Is Representing:

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb here

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb here

ATTACHMENT NO. 1  
TO  
REGULATORY AGREEMENT  
(The Mission Apartments)

**Legal Description of the Property**

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

THAT PORTION OF LOT 1 IN BLOCK 66 OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 6 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SIERRA VISTA TRACT NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 33 PAGE 7 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE SOUTH 07° 26' 40" WEST, 182.42 FEET FOR THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 07° 26' 40" WEST, 176.00 FEET;  
THENCE SOUTH 82° 34' 00" EAST, 110.95 FEET;  
THENCE NORTH 07° 26' 40" EAST, 176.00 FEET;  
THENCE NORTH 82° 34' 00" WEST, 110.95 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTHERLY 30.00 FEET OF THE HEREIN DESCRIBED PROPERTY FOR STREET PURPOSES.

APN: 118-283-013-7

ATTACHMENT NO. 2  
TO  
REGULATORY AGREEMENT  
(The Mission Apartments)

**Certification of Tenant Eligibility**

NOTE TO PROPERTY OWNER: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the United States Department of Housing and Urban Development ("HUD") Regulations (24 CFR 813). You should make certain that this form is at all times up-to-date with the HUD Regulations.

Re: **926 West 5th Street, Corona, California**

I/We, the undersigned, state that I/we have read and answered fully, frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the property listed above. Listed below are the names of all persons who intend to reside in the unit:

1.	2.	3.	4.	5.
Names of Members of Household	Relationship to Head of Household	Age	Social Security Number	Place of Employment
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Income Computation**

6. The total anticipated income, calculated in accordance with the provisions of this Section 6, of all persons over the age of 18 years listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$ \_\_\_\_\_.

Included in the total anticipated income listed above are:

(a) all wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services, before payroll deductions;

(b) the net income from the operation of a business or profession or from the rental of real or personal property (without deducting expenditures for business expansion or amortization of capital indebtedness or any allowance for depreciation of capital assets);

ATTACHMENT 2

- (c) interest and dividends (including income from assets excluded below);
- (d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of period receipts, including any lump sum payment for the delayed start of a periodic payment;
- (e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;
- (f) the maximum amount of public assistance available to the above persons other than the amount of any assistance specifically designated for shelter and utilities;
- (g) periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling;
- (h) all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse; and
- (i) any earned income tax credit to the extent that it exceeds income tax liability.

Excluded from such anticipated income are:

- (a) casual, sporadic or irregular gifts;
- (b) amounts which are specifically for or in reimbursement of medical expenses;
- (c) lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workmen's compensation), capital gains and settlement for personal or property losses;
- (d) amounts of educational scholarship paid directly to the student of the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, book and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes, are to be included in income;
- (e) special pay to a household member who is away from home and exposed to hostile fire;
- (f) relocation payments under Title 11 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- (g) foster child care payments;
- (h) the value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977;

## ATTACHMENT 2

(i) payments to volunteers under the Domestic Volunteer Service Act of 1973; payments received under the Alaska Native Claims Settlement Act.

(j) income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;

(k) payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;

(l) payments received from the Job Training Partnership Act;

(m) the first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims.

7. Do the persons whose income or contributions are included in item 6 above:

(a) have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles and interests in Indian trust land)? \_\_\_ Yes \_\_\_ No; or

(b) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? \_\_\_ Yes \_\_\_ No

(c) If the answer to (a) or (b) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000? \_\_\_ Yes \_\_\_ No

(d) If the answer to (c) is yes, state:

(i) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy in the unit that you propose to rent: \$ \_\_\_\_\_; and

(ii) the amount of such income, if any, that was included in item 6 above: \$ \_\_\_\_\_

8.

(a) Are all of the individuals who propose to reside in the unit full-time students\*? \_\_\_ Yes \_\_\_ No

\*A full-time student is an individual enrolled as a full-time student during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance and is not an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

## ATTACHMENT 2

(b) If the answer to 8(a) is yes, is at least one of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return? \_\_\_\_ Yes \_\_\_\_ No

9. Neither myself nor any other occupant of the unit I/we propose to rent is the owner of the property in which the unit is located (hereinafter the "Owner"), has any family relationship to the Owner or owns, directly or indirectly, any interest in the ownership. For purposes of this section, indirect ownership by an individual shall mean ownership by a family member, ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member, and ownership, direct or indirect, by a partner of the individual.

10. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and, based upon information I/we deem reliable and that the statement of total anticipated income contained in Section 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. I/we will assist the Owner in obtaining any information or documents required to verify the statements made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

12. I/we acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the units and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

13. I/we acknowledge that all of the individuals who propose to reside in the unit qualify as either a United States citizen, United States non-citizen national or a qualified alien (as that term is defined in 8 U.S.C § 1641, as amended from time to time, or any successor statute).

14. Housing Issuer Statistical Information (Optional--will be used for reporting purposes only):

Marital Status: \_\_\_\_\_

Race (Head of Household)

White \_\_\_\_\_ Asian \_\_\_\_\_ Hispanic \_\_\_\_\_  
African-American \_\_\_\_\_ Native American \_\_\_\_\_ Other \_\_\_\_\_

ATTACHMENT 2

Physical Disability: Yes \_\_\_\_\_ No \_\_\_\_\_

I/we declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in the County of Riverside, California.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

**[Signature of all persons over the age of 18 years listed in number 2 above required]**

ATTACHMENT 2

## FOR COMPLETION BY PROPERTY OWNER ONLY:

## 1. Calculation of eligible income:

(a) Enter amount entered for entire household in 6 above: \$ \_\_\_\_\_

(b) (1) If answer to 7(c) above is yes, enter the total amount entered in 7(d)(1), subtract from that figure the amount entered in 7(d)(2) and enter the remaining balance (\$ \_\_\_\_\_);

(2) Multiply the amount entered in 7(c) times the current passbook savings rate to determine what the total annual earnings on the amount in 7(c) would be if invested in passbook savings (\$ \_\_\_\_\_), subtract from that figure the amount entered in 7(d)(2) and enter the remaining balance

(3) Enter at right the greater of the amount calculated under (1) or (2) above: \$ \_\_\_\_\_;

(c) TOTAL ELIGIBLE INCOME  
(Line 1(a) plus line 1(b)(3): \$ \_\_\_\_\_)

## 2. The amount entered in 1(c):

\_\_\_\_\_ Qualifies the applicant(s) as a Qualified Household.

\_\_\_\_\_ Does not qualify the applicant(s) as Qualified Household.

## 3. Apartment unit assigned:

Bedroom Size: \_\_\_\_\_ Rent: \$ \_\_\_\_\_

4. This apartment unit [was/was not] last occupied for a period of 31 consecutive days by persons whose aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, qualified them as a Qualified Household.

## 5. Method used to verify applicant(s) income:

\_\_\_\_\_ Employer income verification.

\_\_\_\_\_ Copies of tax returns.

\_\_\_\_\_ Other ( \_\_\_\_\_ )

\_\_\_\_\_  
Manager

ATTACHMENT 2

The undersigned employee has applied for a rental unit located in a project financed in part by the City of Corona for persons of very low income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages \_\_\_\_\_ Overtime \_\_\_\_\_ Bonuses \_\_\_\_\_  
Commissions \_\_\_\_\_

Total current income \_\_\_\_\_

I hereby certify that the statements above are true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature Date Title

I hereby grant you permission to disclose my income to \_\_\_\_\_ in order that they may determine my income eligibility for rental of an apartment at [\_\_\_\_\_].

\_\_\_\_\_  
Signature Date

Please send to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature Date

ATTACHMENT 2

ATTACHMENT NO. 3  
TO  
REGULATORY AGREEMENT  
(The Mission Apartments)

**Certificate of Continuing Program Compliance  
For Annual Reporting Period Ending \_\_\_\_\_**

The undersigned, \_\_\_\_\_, as the authorized representative of Inland Empire Rescue Mission, Inc., a California non-profit corporation dba Corona Norco Rescue Mission ("CNRM"), has read and is thoroughly familiar with the provisions of the various documents associated with the financial assistance provided by the City of Corona ("City"), as established in numerous documents including the Regulatory Agreement, dated as of \_\_\_\_\_ between CNRM and City.

As of the date of this Certificate, the following percentage of residential units in the project are (i) occupied by Qualified Households (as such term is defined in the Regulatory Agreement) or (ii) are currently vacant and being held available for such occupancy and have been so held continuously since the date a Qualified Household vacated such unit, as indicated:

Number of Units occupied by Qualified Households: \_\_\_\_\_

Number of Vacant Units: \_\_\_\_\_

Number of Qualified Households who commenced  
occupancy during the preceding reporting period: \_\_\_\_\_

Attached is a separate sheet ("Occupancy Summary") listing, among other items, the appropriate information for each residential unit in the Project, the occupants of each unit and the rent paid for each unit. The information contained thereon is true and accurate and reasonable and is based on information submitted to the owner and is certified under penalty of perjury by each tenant.

*[Signatures on following page]*

The undersigned hereby certifies that (1) a review of the activities of CNRM during such reporting period and of CNRM's performance under the Regulatory Agreement has been made under the supervision of the undersigned; and (2) to the best of the knowledge of the undersigned, based on the review described in clause (1) hereof, CNRM is not in default under any of the terms and provisions of the above documents.

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

CNRM

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

### OCCUPANCY SUMMARY

Total Number of Units in the Project: 12

Total Units occupied by Qualified Households: \_\_\_\_\_

Total Units available for rent to Qualified Households: \_\_\_\_\_

#### ATTACHED IS THE FOLLOWING INFORMATION:

- A. Resident and rental information on each occupied apartment in the complex.
- B. Certification of Tenant Eligibility for all Qualified Households who have moved into 926 West 5th Street, Corona, California, since the filing of the last Occupancy Summary. The same are true and correct to the best of the undersigned's knowledge and belief.

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

CNRM

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



### **CERTIFICATION OF CORPORATION AUTHORITY**

INLAND EMPIRE RESCUE MISSION INC. AND ITS OPERATING UNITS THE TEMECULA MURRIETA RESCUE MISSION AND CORONA NORCO RESCUE MISSION.

---

WHEREAS, Jim Palmer, President of the Corporation is authorized and empowered for and on behalf of and in the name of the Corporation to execute and deliver that certain Assignment, Assumption and Consent Agreement Regarding the Affordable Housing Agreement (The Mission Apartments), dated [TO BE DETERMINED], by and between the City of Corona, a California municipal corporation, the Corporation and Inland Empire Rescue Mission, Inc., a California non-profit corporation dba Corona Norco Rescue Mission (the "Agreement"), to purchase, construct and operate that certain real property located at 926 West 5th Street, Corona, California, as specifically described in the Agreement, and all other documents to be executed by the Corporation in connection with the transactions contemplated in the Agreement, and to take all actions that may be considered necessary to conclude the transactions contemplated in the Agreement and perform the other obligations of the Corporation pursuant to the Agreement.

WHEREAS, the authority conferred shall be considered retroactive, and any and all acts authorized in this document that were performed before the execution of this Certificate are approved and ratified. The authority conferred shall continue in full force and effect until the City of Corona, a California municipal corporation, shall have received notice in writing from the Corporation of the revocation of this Certificate.

We further certify that the activities covered by the foregoing certifications constitute duly authorized activities of the Corporation; that these certifications are now in full force and effect; and that there is no provision in any document under which the Corporation is organized and/or that governs the Corporation's continued existence, limiting the power of the undersigned to make the certifications set forth in this certificate, and that such certifications are in conformity with the provisions of all such documents.

I certify that I am the duly elected and acting Corporate Secretary of the California nonprofit public benefit corporation. Executed on the Fourth day of May, 2012.

Christopher Ferebee, Corporate Secretary & General Counsel

**EXHIBIT “E”**

**SIGNAGE**

Operator may not post exterior signs at the Harrison Shelter or the 5<sup>th</sup> Street Housing Units without obtaining approval from the City. All signs must comply with Corona Municipal Code 17.74.

**City of Corona Dedicated Beds at POLM Community Shelter  
(Second Amended Partner Agency Agreement)**

This Second Amended Partner Agency Agreement ("Amended Agreement") is entered into as of December 7, 2022, by and between the City of Corona, a municipal organization organized under the laws of California ("Corona"), and Path of Life Ministries, a 501(c)(3) non-profit organization ("POLM"). Corona and POLM are sometimes individually referred to as "Party" and collectively as Parties throughout this Agreement.

WHEREAS, the Parties entered into that Partner Agency Agreement on or about June 6, 2019, whereby Corona contracted for five (5) beds per calendar day ("Original Agreement"); and

WHEREAS, the Parties entered into that First Amended Partner Agency Agreement on October 6, 2021, whereby Corona contracted for ten (10) beds per calendar day ("First Amended Agreement"); and

WHEREAS, the Parties now desire to amend and replace the First Amended Agreement as of the Effective Date of this Amended Agreement, whereby Corona will contract for ten (10) beds per calendar day at an increased price per day and the Parties will make additional clarifying revisions.

NOW, THEREFORE, the Parties agree as follows:

**1. Number of dedicated beds: Ten (10) total beds; compensation & payment; bed utilization reports**

- Ten (10) beds will be made available for shelter guests referred directly from Corona, totaling up to approximately 1,500 bed nights during the Term of this Second Amended Agreement ("Corona Dedicated Beds").
- The Corona Dedicated Beds may be utilized only upon an authorized referral from City Net, the City of Corona Homeless Solutions Manager, or the Corona Police Department, including, but not limited to, from the Corona Police Department HOPE Team ("Corona PD Representatives").
- Corona is obligated to pay POLM for ten (10) bed nights each calendar day during the Term of this Second Amended Agreement. Cost per bed night totals \$80 per day. Accordingly, Corona is obligated to pay POLM Eight Hundred Dollars (\$800) per calendar day during the Term of this Amended Agreement ("Daily Rate").
- Following execution of this Amended Agreement, POLM shall invoice Corona for its Daily Rate as follows:
  - 1) Amended Agreement: On or near the 1st of each month throughout the Term, POLM shall invoice Corona for its Daily Rate for the number of days in that upcoming month.
  - 2) Unavailability of Beds - COVID. If any of Corona's ten (10) contracted beds are not available due to COVID-19 or other extenuating circumstances, POLM will provide immediate, advance written notice to City Net, the City of Corona Homeless Solutions Manager, and the Corona Police Department. POLM shall not invoice Corona for any such unavailable beds.
- Corona shall pay all approved invoices within thirty (30) calendar days of its receipt.

- Corona shall have the right to request additional dedicated beds, in increments of at least five (5) beds, at any time during the Term of this Amended Agreement. POLM will advise Corona in writing within three (3) calendar days as to whether additional beds are available for purchase.
- POLM will provide daily bed utilization reports to City Net, the City of Corona Homeless Solutions Manager and the Corona Police Department as follows:
  - 1) Monday through Friday: POLM will send daily bed utilization reports by email.
  - 2) Saturday and Sunday: POLM will provide daily bed utilization reports to City Net by phone. Corona will require City Net to promptly notify the City of Corona Homeless Solutions Manager and the Corona Police Department of the POLM weekend bed utilization rates by email.
- Of the ten (10) beds, six (6) will be set aside for males and four (4) will be set aside for females. Once the Corona POLM bed utilization reaches zero available contracted beds for a female or zero available contracted beds for a male, Corona will require City Net to activate the Corona Motel Emergency Shelter Program for Corona Police Department referrals. Notwithstanding the foregoing, Corona reserves the right to require City Net to activate the Corona Motel Emergency Shelter Program at a different threshold if Corona determines it necessary to meet shelter needs. Further, if POLM can accommodate the request, Corona reserves the right to request a different ratio for male and female beds if service demand changes.

## **2 Criteria for filling the beds:**

- All guests that have been referred by an authorized representative of Corona (discussed in Paragraph 1 above) will be annotated on the sign in sheet to track total bed usage.
- Referrals shall be made from City Net staff, the City of Corona Homeless Solutions Manager, and Corona PD Representatives using the approved Partner Agency Referral Form or similar form authorized by POLM to be used for such purpose.
- POLM will accept 100% of the Corona referrals up to ten (10) persons per day, and then based on availability of program beds.
- All guests will be expected to follow POLM shelter agreement.
- All referrals will be given priority and placed in open Year-Round (YR) program beds.
- Notwithstanding anything stated in the Partner Agency Referral Form or elsewhere, Corona referrals may be made and shall be accepted twenty-four (24) hours per day and seven (7) days per week.

## **3 Case management and supportive services**

- All guests enrolled in YR program will be case managed/navigated by POLM staff. City Net staff, Corona or other partner agencies may also provide supportive services (if applicable) and should submit copies of case notes documenting activity to be included in the guest's POLM guest file.

## **4 Exit from the program**

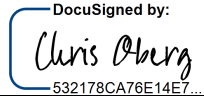
- All guests are eligible for up to 60 days enrollment in POLM YR program.
- Extensions past 60 days in the program must be approved by shelter management and be for good and documentable cause of efforts and opportunities in place that will result in housing at the conclusion of the guest's stay.
- City Net staff and/or Corona Representatives will be notified in writing of all involuntary exits by Corona referred guests and Corona referred guests that have not checked into the shelter for two or more consecutive days. Whenever possible, POLM management will confer with City Net staff and/or Corona Representatives prior to exiting a Corona referred guest.

## 5 Miscellaneous

- The term of this Amended Agreement shall be from February 1, 2023 ("Effective Date") through June 30, 2023 ("Term"), unless earlier terminated by either Party as provided herein.
- During the Term, either Party may terminate this Agreement at any time and for no reason by providing written notice to the other Party at least thirty (30) calendar days prior to its desired termination date.
- At the end of the Term, this Amended Agreement shall automatically extend for additional one-month periods (each a "Renewal Term") unless and until either Party provides written notice to the other Party of its desire not to extend this Amended Agreement at least thirty (30) calendar days prior to the end of a Renewal Term.
- The Initial Term and Renewal Terms may be collectively referred to as "Term" throughout this Agreement.
- To the fullest extent permitted by law, each Party shall defend, indemnify and hold the other Party and their directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of the indemnifying Party or their directors, officials, officers, employees, volunteers and agents in connection with this Agreement. Each Party's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds.

### PATH OF LIFE MINISTRIES

Approved:

DocuSigned by:  
  
532178CA76E14E7...

Chris Oberg  
Chief Executive Officer

### CITY OF CORONA

Reviewed by:

DocuSigned by:  
  
79EB81958894429...

Karen Roper  
Homeless Solutions Manager

Approved:

\_\_\_\_\_  
Jacob Ellis  
City Manager

Attest:

\_\_\_\_\_  
Sylvia Edwards  
City Clerk

**EXHIBIT 3: Evaluation Score Sheet RFP 22-047SB Title: City of Corona Shelter-Housing Operator RFP**

				Evaluator 1	Evaluator 2	Evaluator 3	
Category			Max Points	Raters Score	Raters Score	Raters Score	Average Scores
1	Organizational Capacity, Experience and Readiness		15	15	15	13	14
2	Program Design and Operations		40	38	35	35	36
3	Level and Types of Services Offered/Service Partners		10	10	10	8	9
4	Client Selection and Service Delivery		10	10	10	10	10
5	Method to Track and Achieve Successful Outcomes for City of Corona Homeless Strategic Plan Performance Measures		10	10	10	10	10
6	Budget and Resource Leveraging		15	12	12	13	12
			Max Points	Total Raters Score	Total Raters Score	Total Raters Score	Average Scores
Total Category Points			100	95	92	89	92
Oral Interview Score			Max Points	Raters Score	Raters Score	Raters Score	Average Scores
			10	10	10	10	10
Project Readiness Bonus Points			Max Points	Raters Score	Raters Score	Raters Score	Average Scores
			10	8	9	10	9
			Max Points	Raters Score	Raters Score	Raters Score	Average Scores
TOTAL MAXIMUM POINTS			120	113	111	109	111

**CITY OF CORONA  
ELEVENTH AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH SECURITY DEFENSE, INC.  
(SECURITY GUARD SERVICES)**

**1. PARTIES AND DATE.**

This Eleventh Amendment to the Maintenance/General Services Agreement (“Eleventh Amendment”) is made and entered into this 7th day of December, 2022 by and between the City of Corona (“City”) and Security Defense, Inc., a California corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Eleventh Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated July 1, 2017 (“Agreement”), whereby Contractor agreed to provide security guard services.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about May 18, 2018 (“First Amendment”). City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement on or about August 7, 2018 (“Second Amendment”). City and Contractor entered into that certain Third Amendment to the Maintenance/General Services Agreement on or about July 7, 2020 (“Third Amendment”). City and Contractor entered into that certain Fourth Amendment to the Maintenance/General Services Agreement on or about February 24, 2021 (“Fourth Amendment”). City and Contractor entered into that certain Fifth Amendment to the Maintenance/General Services Agreement on or about September 14, 2021 (“Fifth Amendment”). City and Contractor entered into that certain Sixth Amendment to the Maintenance/General Services Agreement on or about December 20, 2021 (“Sixth Amendment”). City and Contractor entered into that certain Seventh Amendment to the Maintenance/General Services Agreement on or about April 5, 2022 (“Seventh Amendment”). City and Contractor entered into that certain Eighth Amendment to the Maintenance/General Services Agreement on or about June 13, 2022 (“Eighth Amendment”). City and Contractor entered into that certain Ninth Amendment to the Maintenance/General Services Agreement on or about August 10, 2022 (“Ninth Amendment”). City and Contractor entered into that certain Tenth Amendment to the Maintenance/General Services Agreement on or about August 23, 2022 (“Tenth Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the eleventh time to (1) increase compensation to \$271,481.00; and (2) replace Exhibit “C-9” (Compensation) with Exhibit “C-10” (Compensation).

### 3. TERMS.

3.1 Rates & Total Compensation. Section 3.3.1 and Exhibit “C-9” (Compensation) of the Agreement, as amended by the Tenth Amendment, are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under the Agreement at the rates set forth in Exhibit “C-10” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Seventy-One Thousand Four Hundred and Eighty-One Dollars and Zero Cents (\$271,481.00) for fiscal year ending June 30, 2023 (“Total Compensation”) without written approval of the 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.”

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

3.3 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 Eleventh Amendment.

3.4 Counterparts. This Eleventh 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'S SIGNATURE PAGE  
FOR  
ELEVENTH AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH SECURITY DEFENSE, INC.  
(SECURITY GUARD SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Eleventh Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

Reviewed By: \_\_\_\_\_  
Roger Bradley  
Assistant City Manager

Reviewed By: \_\_\_\_\_  
Anne Turner  
Community Services Director

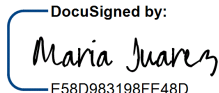
Reviewed By: \_\_\_\_\_  
Yasmin Lopez  
Purchasing Manager

**CONTRACTOR'S SIGNATURE PAGE  
FOR  
ELEVENTH MENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH SECURITY DEFENSE, INC.  
(SECURITY GUARD SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Eleventh Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**SECURITY DEFENSE, INC.**

a California corporation

By:    
E58D983198FE48D...  
\_\_\_\_\_  
Maria Juarez  
CEO and Secretary

**EXHIBIT "C-10"**  
**COMPENSATION**

The total Compensation shall not exceed Two Hundred Seventy-One Thousand Four Hundred and Eighty-One Dollars and Zero Cents (\$271,481.00) for fiscal year ending June 30, 2023 without authorized written approval of the City's Representative.



# FY 2023 HOMELESS SYSTEM OF SERVICES AGREEMENTS

**Karen Roper**, Homeless Solutions Manager

December 7, 2022

# Chain of Transformation

## Key City of Corona Plans

- ✓ Citywide Strategic Plan
- ✓ City Park Master Plan
- ✓ Parks & Recreation Master Plan
- ✓ Downtown Revitalization Plan
- ✓ Economic Development Strategic Plan
- ✓ Trails Master Plan
- ✓ General Plan
- ✓ Homeless Strategic Plan



# City of Corona Homeless Strategic Plan Goals

1

Develop a Systems-Oriented Approach to Address Homelessness

2

Develop a Low-Barrier Emergency Shelter/Navigation Center System

3

Develop Permanent Supportive Housing and Affordable Housing Solutions

4

Expand Outreach and Engagement

5

Develop and Participate in Sub-Regional Collaboratives with Neighboring Cities

6

Develop Public/Private Partnerships to Support Plan Initiatives

7

Develop Partnerships with the County and Continuum of Care to Support Plan Initiatives

8

Develop a Homeless Prevention Initiative

9

Develop an Advocacy Campaign to Support Plan Initiatives

10

Expand Data Tracking Systems & Dashboard to Measure System Performance

# Measurements of Success

## SYSTEM MEASUREMENTS

- ✓ Emergency Shelter Beds
- ✓ Permanent Supportive Housing Units
- ✓ Affordable Housing Units
- ✓ Supportive Services
- ✓ Public/Private Partnerships
- ✓ Sub-Regional Partnership Initiatives
- ✓ Grants



# Harrison Shelter Construction Update

1. Phase I and II Costs - \$3,027,912
2. Phase 1 completed
3. Phase II completion ETA is December 2022,  
excluding generator
4. Generator install ETA is March/April 2023
5. Shelter already has Certificate of Occupancy
6. Shelter will open without generator



# OVERVIEW OF HOMELESS SERVICES AGREEMENTS

Mercy  
House

• \$3,988,491

Security  
Defense

• \$271,481

Path of  
Life

• \$249,000

# System of Services

## Request for Proposals Process

---

1. Advertising: Sentinel Weekly, Planet Bids & Riverside County CoC
2. Released June 1, 2022
3. Three nonprofits participated in Pre-Proposal Conference and Shelter/Housing Site Visits
4. Path of Life declined to submit a proposal
5. Holliday's Helping Hands missed the RFP Deadline
6. Mercy House Living Centers submitted a responsive proposal on July 11, 2022
7. Evaluation Committee Average Score was 111 of 120

# Mercy House Agreements



1. Two-month Operational & Capital Advance of \$838,031
2. Good Standing verifications from cities of Bakersfield, Bellflower, and Oxnard
3. Ten Percent (10%) Contingency of \$218,202
4. \$638,726 Measure X Appropriation request for System of Services
5. Change of Automobile Liability from \$10 million to \$4 million per accident / \$5 million aggregate

# Mercy House Partnership Efforts to Date

---

1. Grant collaboration meetings with City of Corona and Centro Medico Community Clinic
2. October 2022 \$2.5 million Continuum of Care Unsheltered NOFO Grant Application for scattered site PSH units
3. December 1, 2022 Application for County Housing Authority for Project-Based Vouchers for 5<sup>th</sup> Street PSH units

# Security Defense Agreement

---

1. Serious issues with break-ins and vandalism at shelter site
2. 24/7 security needed at Harrison Shelter
3. Collaboration with Community Services Department
4. Security Services time period: August 2022 – January 2023
5. Amendment to Security Defense Agreement to add \$96,481 for new total of \$271,481
6. Mercy House security vendor will take over in February 2023

# Path of Life Agreement

---

1. Shelter opening is 90-120 days from Mercy House contract execution
2. Potential delays due to labor market and supply chain
3. Recommend extension of Path of Life agreement through June 2023
4. Cost per bed increase from \$60 to \$80 per bed, per night (10 beds)
5. \$120,000 cost bringing contract total to \$249,000

# Questions?

---



 (951) 739-4949

 Karen.Roper@CoronaCA.gov

 [www.CoronaCA.gov](http://www.CoronaCA.gov)



Staff Report

---

**File #:** 22-0936

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Finance Department

**SUBJECT:**

Receive and file the auditor's reports related to the Fiscal Year 2022 Annual Financial Audits, Auditor's Communication, Annual Comprehensive Financial Report, Development Impact Fees Annual Report, and Annual Report on Voter Approved Debt for the fiscal year ending June 30, 2022.

**EXECUTIVE SUMMARY:**

This staff report asks the City Council to receive and file the annual reports and auditor's reports for Fiscal Year 2022. The City contracted with an independent audit firm, The Pun Group, LLC (TPG), to perform the annual audit for the fiscal year ending June 30, 2022. The audit and year-end process have been completed, and the package with the auditor's reports on the City's financials and compliances is presented for review and filing. TPG has issued an unmodified opinion on the City's financial statements for the fiscal year ending June 30, 2022. An unmodified opinion concludes that the financial statements of the City are presented fairly, in all material respects, in accordance with generally accepted accounting principles. Also included is the Annual Report on Voter Approved Debt prepared by our consultant Spicer Consulting Group, and the Development Impact Fees (AB1600) Report prepared by the Finance Department for review and file.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Receive and file the following annual reports:
  - i. Annual Comprehensive Financial Report (ACFR) of the City of Corona for the fiscal year ending June 30, 2022.
  - ii. Trip Reduction Fund Audit Report for the fiscal year ending June 30, 2022.
  - iii. Development Impact Fees (AB1600) Annual Report for the fiscal year ending June 30, 2022.
  - iv. Voter Approved Debt for the fiscal year ending June 30, 2022.

- b. Receive and file the following auditor's reports:
  - i. Auditor's Report on Agreed-Upon Procedures Applied to Appropriations Limit Worksheets for the fiscal year ending June 30, 2022.
  - ii. Auditor's Report on Agreed-Upon Procedures Applied to the Investment Portfolio Report for the month ending June 30, 2022.
  - iii. Auditor's Report on Compliance with Applicable Requirement and on Internal Control over Compliance for the Housing Successor for the fiscal year ending June 30, 2022.
  - iv. Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements, dated November 29, 2022.
- c. Receive and file the Auditor's Communication letter to the City Council from the City's audit firm, The Pun Group, LLP, dated November 29, 2022.

### **BACKGROUND:**

The Annual Comprehensive Financial Report of the City of Corona is mandated by State law, and in accordance with City of Corona Municipal Code §2.04.060(G). Each fiscal year, a complete report of the finances and administrative activities of the City is prepared and submitted to the City Council. The report package includes the following items: Annual Comprehensive Financial Report (ACFR), Trip Reduction Fund Audit Report, Housing Successor Compliance Report, and reports on the City's Appropriations Limit and Investment Portfolio. The reports must be audited by an independent auditor using generally accepted government auditing standards. The audited ACFR is part of the City's Bond covenants, and many of the items are required to be presented in a public meeting, acknowledging receipt by the City Council.

The independent audit of the financial statements of the City is also part of a broader, federally mandated audit of state and local governments (Single Audit) designed to meet the special needs of federal granting agencies. The standards governing the Single Audit require the auditor to report not only on the fair presentation of the financial statements, but also on the City's internal controls and compliance with legal requirements.

### **ANALYSIS:**

The following reports are included in the review package and are attached to this report:

#### Annual Comprehensive Financial Report (ACFR)

The ACFR is a set of financial statements to communicate the City's financial condition and activity, prepared in compliance with the accounting requirements established by the Governmental Accounting Standards Board (GASB). The report presents historical and comparative information that can be useful to City staff, elected officials, and external users such as debt rating agencies, businesses, other public agencies, and the City's residents.

The ACFR must be audited by an independent auditor using generally accepted government auditing standards. The audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements and related notes. The audit procedures employed depend on the auditor's judgment, including the assessment of the risks of material misstatement,

whether due to fraud or error. In making those risk assessments, the auditor considers internal controls relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate to the circumstances. Limited procedures such as inquiry of management and comparing the information for consistency were applied to the Required Supplemental Information, which is not part of the basic financial statements and not required to be audited according to Government Auditing Standards, were noted as unaudited. The audit also includes evaluating the appropriateness of the City's accounting policies and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

TPG has issued an unmodified opinion of the City's financial statements for the fiscal year ending June 30, 2022. An unmodified opinion concludes that the financial statements of the City are presented fairly, in all material respects, in accordance with generally accepted accounting principles. The ACFR is also a required component of continuing disclosure to City bondholders as covenanted by certain bond issues.

The ACFR consists of three main sections: Introductory, Financial, and Statistical.

1. Introductory Section. This section includes the Letter of Transmittal prepared by management and used to communicate information on areas that may have an impact on the City's finances now and in the future. This includes economic factors as well as budget and management factors.
2. Financial Section. This is the main part of the annual report and includes the following items:
  - a. Independent Auditor's Report - the City's report card on the content of the ACFR.
  - b. Management Discussion and Analysis (MD&A) - provides an analytical overview of the City's financial status and results for the year.
  - c. Basic Financial Statements - reports finances at a point in time (assets - liabilities) and throughout the year (revenues - expenditures) and cash flows.
    - i. City-wide Statements - overview of financial information including all of the City's operations by financial activity.
    - ii. Fund Financial Statements - a detailed look at funds, reporting the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance.
    - iii. Notes to the Financial Statements (Notes) - a narrative explanation that accompanies the Basic Financial Statements.
  - d. Budget to Actual Comparisons - for all governmental funds with a legally adopted budget.
  - e. Notes to Required Supplementary Information.
  - f. Pension Information - schedule of changes in the net pension liability and related ratios; schedule of contributions by plan.
  - g. OPEB Information - schedule of changes in the net Other Post-Employment Benefits (OPEB) liability and related ratios and schedule of contributions.
  - h. Breakout of individual non-major funds.

3. Statistical Section. The Statistical Section provides data on the following current and historical

**topics:**

- a. Financial Trends
- b. Revenue Capacity Information
- c. Debt Capacity Information
- d. Demographic and Economic Information
- e. Operating Information

**ACFR Highlights:**

**Statement of Net Position (Citywide):** The Statement of Net Position, similar to a balance sheet, reports total assets and liabilities of the City. The total net position of the City for all activities was \$1,277.0 million at June 30, 2022, compared to \$1,190.8 million at June 30, 2021. The increase of \$86.2 million, or 7.2% in financial position, was primarily due to positive operating results where revenues exceeded expenses by \$83 million.

**General Fund Balance:** The General Fund is the primary operating fund of the City. The fund balance increased by \$198.4 million for the fiscal year ending June 30, 2022, with an ending balance of \$321.2 million. A majority of the increase in the fund balance is due to GASB 87 implementation, regarding accounting for leases, resulting in a restatement of the beginning fund balance by \$172.6 million, reported as non-spendable fund balance; and sales tax revenues from Measure X contributed an additional \$25.2 million.

**Business-Type Activities:** The City's net position in business-type activities increased by \$6.3 million compared to the previous year. The primary contributor to the increase was excess revenues over expenses in the amount of \$6.4 million, offset by a transfer out of \$0.1 million. The overall net position reported in the business-type activities was \$300.1 million as of June 30, 2022.

**Cash and Investments:** The ACFR also includes detailed information on the City's cash and investments. As of June 30, 2022, the City had \$442.4 million in total cash and investments, all of which are in the form of investments authorized by the California Government Code and the City's investment policy or in compliance with bond indenture agreements. More information on cash and investments can be found in Note 3 of the ACFR.

**Trip Reduction Fund Audit Report**

The Trip Reduction Fund Audit Report is prepared each fiscal year for the Air Quality Improvement Trust Fund for the City of Corona. The account was formed in 1993 to account for allocations made by AB 2766, known as the Clean Air Act. The revenue provides means and incentives for programs to reduce traffic and air pollution. The report is provided in compliance with AB 2766.

**Development Impact Fees Report (AB1600)**

The Annual Report of Developer Impact Fees (DIF) has been prepared as required by Government Code Section 66006, also known as AB1600. The City reports each developer fee in a separate fund and has met the requirements of AB1600 in each of its DIF funds. In all cases, the City has complied with the time limit for expenditures of fees. No fees have been refunded as a result of noncompliance, and there are no refunds pending from any DIF fund.

### Voter Approved Debt

The Annual Report on Voter Approved Debt is prepared and submitted in compliance with Government Code Section 53411. A local agency must file a report with its governing body no later than January 1st of each year, after the bonds have been issued and at least once a year thereafter. The annual report includes: (1) the amount of funds expended and (2) the status of any project required or authorized to be funded as identified in subdivision (a) of Government Code Section 50075.1 and Section 53410.

### Auditor's Reports

The Auditor's Report on Agreed-Upon Procedures Applied to Appropriations Limit Worksheets is provided for the fiscal year ending June 30, 2022. The procedures are presented in the publication entitled Agreed-Upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution. The procedures were performed by the auditor to meet the requirements of Section 1.5 of Article XIII-B. No exceptions were noted as a result of the auditor's procedural review.

The Auditor's Report on Agreed-Upon Procedures Applied to the Investment Portfolio Report is provided for the month ended June 30, 2022. The procedures were conducted by the auditor to comply with the provisions of the California Government Code and the City's investment policy dated July 7, 2021. No exceptions were noted as a result of the auditor's procedural review.

The Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements, dated November 29, 2022, is provided. TPG has audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. Within the scope of the review, the auditor did not identify any deficiencies in internal controls.

The Auditor's Report on Compliance with Applicable Requirement and on Internal Control over Compliance for the Housing Successor has been prepared and will be submitted in accordance with the requirements of Senate Bill No. 341. Within the scope of its review, the auditor did not identify any deficiencies in internal controls.

### Auditor's Communication letter to the City Council

The auditor's communication letter to the City Council provides an overview of the audit process and specific items that were reviewed throughout the project. Based on professional accounting standards, there is specific information that must be communicated to the governing board related to the audit, including Qualitative Aspects of Accounting Practices, Corrected and Uncorrected Misstatements, Disagreements with Management, Management Representations, Management Consultations with Other Independent Accountants, Other Audit Findings, and New Accounting Standards. Based on the auditor's communications letter, the financial statement disclosures are neutral, consistent, and clear. There were no misstatements found in the auditor's review. The

auditors did not encounter any significant difficulties in dealing with management in performing or completing the audit. In addition, there were no disagreements with management regarding accounting, reporting, or auditing, that arose during the course of the audit.

**FINANCIAL IMPACT:**

There are no fiscal impacts related to receiving and filing the auditor's reports and various annual financial reports. The fees for the City's annual financial audit services are provided for in the annual operating budgets of the General Fund, the Utility funds, and various special revenue and debt service funds.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is to receive and file various annual financial reports, communication from the City's auditor, and other compliance reports. There is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** CHRISTINE THOMPSON, CPA, CGFM, ACCOUNTING MANAGER

**REVIEWED BY:** KIM SITTON, FINANCE DIRECTOR

**Attachments:**

1. Exhibit 1 - City of Corona ACFR - 2022
2. Exhibit 2 - Trip Reduction Fund Audit Report - 2022
3. Exhibit 3 - AB1600 Report - FY2022
4. Exhibit 4 - Annual Report on Voter Approved Debt - FY2022
5. Exhibit 5 - Appropriations Limit AUP - 2022
6. Exhibit 6 - Investment Portfolio AUP - 2022
7. Exhibit 7 - Report on Internal Control - 2022
8. Exhibit 8 - Housing Successor Compliance Report - 2022
9. Exhibit 9 - Audit Communication Letter - 2022
10. Exhibit 10 - Presentation - Communication with Those Charged with Governance

# CITY OF CORONA

## C A L I F O R N I A

### ANNUAL COMPREHENSIVE FINANCIAL REPORT



**YEAR ENDED JUNE 30, 2022**





# CITY OF CORONA, CALIFORNIA

## ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Fiscal Year Ended June 30, 2022



*Prepared by the City of Corona Finance Department*



**City of Corona**  
**Annual Comprehensive Financial Report**  
**For the Year Ended June 30, 2022**

**Table of Contents**

---

	<u>Page</u>
<b><u>INTRODUCTORY SECTION (Unaudited)</u></b>	
GFOA Certificate of Achievement for Excellence in Financial Reporting .....	v
Letter of Transmittal .....	vii
Elected Officials and Executive Management .....	xv
Organization Chart .....	xvi
<b><u>FINANCIAL SECTION</u></b>	
<b>Independent Auditors' Report on the Audit of the Financial Statements .....</b>	<b>1</b>
<b>Management's Discussion and Analysis (Required Supplementary Information) (Unaudited) .....</b>	<b>5</b>
<b>Basic Financial Statements:</b>	
<b>Government-Wide Financial Statements:</b>	
Statement of Net Position .....	26
Statement of Activities .....	28
<b>Fund Financial Statements:</b>	
<b><i>Governmental Fund Financial Statements:</i></b>	
Balance Sheet .....	34
Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position .....	37
Statement of Revenues, Expenditures, and Changes in Fund Balances .....	38
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Government-Wide Statement of Activities and Changes in Net Position .....	41
<b><i>Proprietary Fund Financial Statements:</i></b>	
Statement of Net Position .....	44
Statement of Revenues, Expenses, and Changes in Net Position .....	48
Statement of Cash Flows .....	50
<b><i>Fiduciary Fund Financial Statements:</i></b>	
Statement of Fiduciary Net Position .....	57
Statement of Changes in Fiduciary Net Position .....	58
<b>Notes to the Basic Financial Statements .....</b>	<b>63</b>

**City of Corona**  
**Annual Comprehensive Financial Report**  
**For the Year Ended June 30, 2022**

**Table of Contents (Continued)**

---

	<u>Page</u>
<b><u>FINANCIAL SECTION (Continued)</u></b>	
<b>Required Supplementary Information (Unaudited):</b>	
<b><i>Budgetary Comparison Schedule:</i></b>	
General Fund.....	123
Development Special Revenue Funds.....	124
<b><i>Notes to the Budgetary Comparison Schedule</i></b> .....	125
<b><i>Modified Approach for Reporting Infrastructure</i></b> .....	127
<b><i>Schedule of Changes in Net Pension Liability and Related Ratios</i></b>	
California Public Employees' Retirement System Defined Pension Plan – Miscellaneous Plan .....	129
California Public Employees' Retirement System Defined Pension Plan – Safety Police Plan .....	131
<b><i>Schedule of the City's Proportionate Share of the Net Pension Liability and Related Ratios</i></b>	
California Public Employees' Retirement System Defined Pension Plan – Safety Fire Plan.....	133
<b><i>Schedule of Contributions – Pensions:</i></b>	
CalPERS Miscellaneous .....	135
CalPERS Safety Plan – Police .....	137
CalPERS Safety Plan – Fire.....	139
<b><i>Schedule of Changes in Net Other Postemployment Benefits Liability and Related Ratios:</i></b>	
Other Postemployment Benefits ("OPEB") Plan .....	141
<b><i>Schedule of Contributions – Other Postemployment Benefits ("OPEB") Plan</i></b> .....	143
<b>Supplementary Information:</b>	
<b><i>Schedule of Revenues, Expenditure, and Changes in Fund Balance – Budget and Actual:</i></b>	
Low Mod Income Housing Asset Capital Projects Fund.....	147
<b><i>Nonmajor Governmental Funds:</i></b>	
Combining Balance Sheet.....	150
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances.....	153
<b><i>Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual:</i></b>	
Gas Tax Special Revenue Fund.....	157
Measure A Special Revenue Fund.....	158
Trip Reduction Special Revenue Fund .....	159
Asset Forfeiture Special Revenue Fund .....	160
Special Tax District Special Revenue Fund .....	161
Other Grants & Endowments Special Revenue Fund.....	162
Residential Refuse Special Revenue Fund .....	163
Public Facility Project Capital Projects Fund.....	164
HUD Grants Capital Projects Fund .....	165
Planned Local Drainage Capital Projects Fund .....	166
Other Grants Capital Projects Fund.....	167

**City of Corona**  
**Annual Comprehensive Financial Report**  
**For the Year Ended June 30, 2022**

**Table of Contents (Continued)**

---

	<u>Page</u>
<b>Supplementary Information (Continued):</b>	
<b><i>Nonmajor Enterprise Funds:</i></b>	
Combining Statement of Net Position.....	171
Combining Statement of Revenues, Expenses and Changes in Net Position .....	172
Combining Statement of Cash Flows.....	173
<b><i>Internal Service Funds:</i></b>	
Combining Statement of Net Position.....	176
Combining Statement of Revenues, Expenses and Changes in Net Position .....	178
Combining Statement of Cash Flows.....	180
<b><i>Custodial Fund:</i></b>	
Combining Statement of Fiduciary Net Position .....	185
Combining Statement of Changes in Fiduciary Net Position .....	186
 <b><u>STATISTICAL SECTION (Unaudited)</u></b>	
Description of Statistical Section Contents.....	189
<b>Financial Trends:</b>	
Net Position by Component.....	190
Changes in Net Position .....	192
Fund Balances – Governmental Funds .....	196
Changes in Fund Balances – Governmental Funds .....	198
<b>Revenue Capacity:</b>	
Water Sales by User Type .....	200
Assessed Valuation and Actual Value of Taxable Property .....	201
Potable Water Rates .....	203
Reclaimed Water Rates .....	204
Direct and Overlapping Property Tax Rates.....	205
Principal Water Customers .....	206
Principal Property Tax Payers .....	207
Property Tax Levies and Collections.....	209
<b>Debt Capacity:</b>	
Ratios of Outstanding Debt by Type .....	210
Ratios of Net General Bonded Debt Outstanding .....	213
Direct and Overlapping Governmental Activities Debt .....	214
Legal Debt Margin Information .....	216
Pledged Revenue Coverage .....	218
<b>Demographic and Economic Information:</b>	
Demographic and Economic Statistics .....	221
Principal Employers .....	222
<b>Operating Information:</b>	
Full-Time Equivalent City Governmental Employees by Function/Program .....	223
Operating Indicators by Function/Program .....	224
Capital Asset Statistics by Function/Program .....	226





Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**City of Corona  
California**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

June 30, 2021

*Christopher P. Morrell*

Executive Director/CEO





December 7, 2022

To the Honorable Mayor, City Council, and Citizens of the City of Corona, California:

It is with great pleasure that we present to you the City of Corona's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2022. The ACFR is published to serve two purposes. First, it outlines accountability for public tax dollars and the services that are funded by these resources. Second, it communicates the results of operations and the City's financial position to its constituents and provides a vital framework for future decisions about programs and services.

In order to ensure the reliability of the information in this financial report, the City contracted an independent audit firm, The Pun Group, LLP, to perform an annual audit. The goal of the audit is to provide reasonable assurance that the City's financial statements are free from material misstatement. The Pun Group, LLP issued an unmodified opinion for the City's financial statements for the fiscal year ended June 30, 2022. An "unmodified opinion" is defined as follows: The auditor concludes that the financial statements of a given entity are presented fairly, in all material respects, in accordance with generally accepted accounting principles.

Management is responsible for both the accuracy of the financial report and the completeness and fairness of the presentation. To the best of our knowledge, the information presented is accurate in all material aspects and includes all disclosures necessary to enable the reader to gain a reasonable understanding of the City's financial activities. To provide a reasonable basis for making these representations, City management has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft or misuse, and to compile sufficient reliable information for the preparation of the ACFR. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute assurance, that the financial statements are free from material misstatement.

The ACFR is prepared using the financial reporting requirements outlined by the Governmental Accounting Standards Board (GASB) statements. Three sections are presented: the *Introductory Section*, the *Financial Section*, and the *Statistical Section*. This transmittal letter is included in the *Introductory Section* and is designed to complement and should be read in conjunction with the Management's Discussion and Analysis (MD&A), which is included in the *Financial Section*. The MD&A provides an overview of the City's operations and how we performed financially. The auditor's opinion letter and a complete set of financial statements are presented in the *Financial Section*. The *Statistical Section* presents historical information about the City's finances and operations, as well as demographic and economic data.

The independent audit of the financial statements of the City of Corona is part of a broader, federally mandated audit of state and local governments ("Single Audit") designed to meet the special needs of

federal granting agencies. The standards governing Single Audit require the auditor to report not only on the fair presentation of the financial statements, but also on the City's internal controls and compliance with legal requirements. These reports are available in the City of Corona's separately issued Single Audit Report.

The ACFR is a required component of continuing disclosure to the bond holders as covenanted by certain bond issues.

### **Community Profile**

The City of Corona is a vibrant and culturally diverse community located in the heart of Southern California at the critical juncture between Riverside, Orange, Los Angeles, and San Bernardino Counties. It is served by two major freeways, Interstates 91 and 15, and has two major airports within 25 miles. Per data provided by the California State Department of Finance, the City's population was 159,749 as of January 2022, and ranked 35th largest among all cities in California. City limits cover approximately 39.2 square miles.

The City of Corona was established in 1886 and incorporated in 1896 under the general laws of the State of California. The City operates under a Council-Manager form of government. Five Corona citizens make up the Corona City Council and each is elected by district to a four-year term of office. The Mayor is appointed annually by and from the City Council. The City's first District Election which impacted Districts 1, 4 and 5, was held in November 2018. Districts 2 and 3 held their first elections in November 2020.

### **A Full-Service City**

The City provides full services to its citizens, including essential services such as: public safety (police and fire), streets, electric, public library, parks, community center and other public facilities, planning and zoning, public transportation (Dial-A-Ride and Corona Cruiser programs), housing and economic development programs. Water and water reclamation services are provided through the legally separate Corona Utility Authority, which functions as a department of the City of Corona. The Corona Housing Authority and the Corona Public Financing Authority are component units of the primary City government and are financially accountable to the City. Additional information on all of these legally separated entities can be found in the Notes to the Basic Financial Statements, under the Description of Reporting Entity section.

The City maintains budgetary controls to ensure compliance with legal provisions embodied in the annual appropriation approved by the City Council. Each year, a proposed budget is submitted to the City Council and a public meeting is conducted to receive taxpayer and stakeholder feedback. In recent years, the City has conducted multiple budget workshops to encourage additional public input. The budget is subsequently adopted by the City Council through passage of resolutions at a normally agendaized meeting of the full City Council. The legal level of budgetary control is at the department level. The City Council may amend the budget to add or delete appropriations or move appropriations between funds at any time during the fiscal year.

### **Demographic and Economic Information**

Demographically, Corona benefits from a young median age, higher education levels, higher median incomes, and higher home values compared with Riverside county and the state. As a thriving inland community, Corona is home to young families comprised of 48,905 households averaging 3.25 persons each,

with a median age of 38.3. Annual median household income is \$92,606, and 76% of the population age 25 and up possess a high school diploma or higher according to U.S. Census data. Median home price continues to improve with median values in excess of \$620,600.

The city of Corona continues to maintain its position as the premier location for businesses looking to relocate and expand. Corona's geographic position attracts a highly educated and sought-after labor force. Vacancy rates in industrial, commercial, and office properties all declined in 2022, with many companies returning to in-person work. Industrial vacancy rates dropped even lower to 1.0%, retail vacancy dropped to 5.2%, and office vacancy rates steadily declined to 7.5%.

New industrial development, business expansions, and relocations to Corona have helped to stabilize Corona's job market, despite economic impacts related to the global pandemic. Job growth in Corona reported a 10% increase with employment numbers increasing to 86,700 in the first quarter of 2022. Major contributors to local economic growth are the construction, health care, and financial industries, in addition to the fast growing professional, management and technology sectors in previous years. Job growth will continue to be fueled by the more than 1.8 million square feet of industrial development recently completed or under construction and the recent completion of 147,000 square feet of Class A office. The strong local job market keeps the unemployment rate in Corona at 3%, which is approximately 1% below the Riverside County average.

Fiscal Year 2022 continued to see an expanding housing market with increased median home prices and average rents for multi-family communities. New single-family housing developments include Sierra Bella, a new family community consisting of 237 single family homes and Bedford South Corona, which will add more than 1,500 single family units once complete along with Corona's newest retail development, Bedford Marketplace. Both developments are under construction, with some homes completed and occupied by new homeowners. A number of proposed condominium developments are in various stages of plan check or construction including 109 attached units on the east side of Temescal Canyon Road and Dos Lagos Drive.

With limited opportunities for large-scale new development, Corona continues looking for opportunities to redevelop and expand currently underutilized properties. Through its ongoing commitment to stimulate the local economy, maintain essential services, and expand its labor force, the City of Corona will continue to be the premier inland Southern California city to live, work and play.

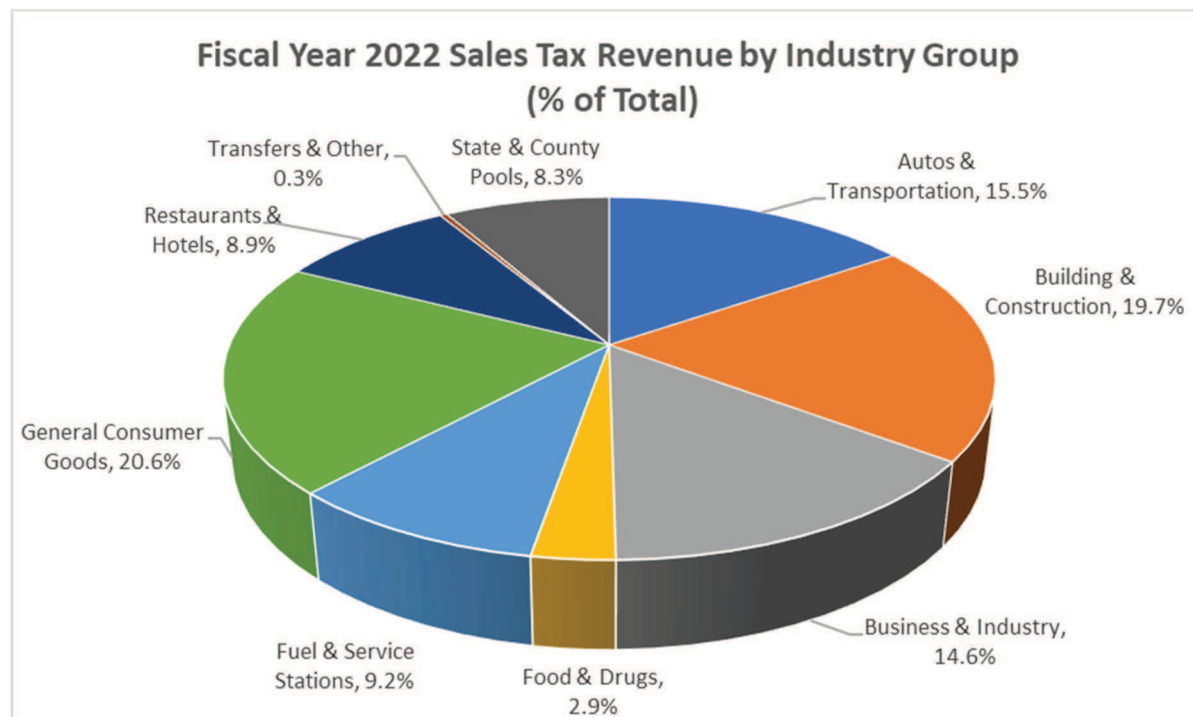
### **Financial Condition of the City**

Nationwide, the economy has continued to show strong recovery from early COVID-19 pandemic shutdowns. The national unemployment rate was 3.6% at the end of Fiscal Year 2022. However, improving national economic performance does not directly translate to improved financial condition for local governments, nor opportunities to fund more services. As an example, a rise in home prices does not directly correlate to the City collecting more in property taxes. With Proposition 13, property tax is capped at 1.0%, and the property's taxable value cannot increase more than 2.0% per year. At the same time, increase in fixed cost for operating city government has outpaced its revenue growth. In December 2016, CalPERS announced the reduction of the discount rate from 7.5% to 7.0% over three years, effective Fiscal Year 2019. Also, the CalPERS Board of Administration adopted a new amortization policy effective with the June 30, 2019 actuarial valuation. The new policy shortened the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed using a level dollar amount. In addition, the new policy removed the 5-year ramp-up and ramp-down on the unfunded accrued liability

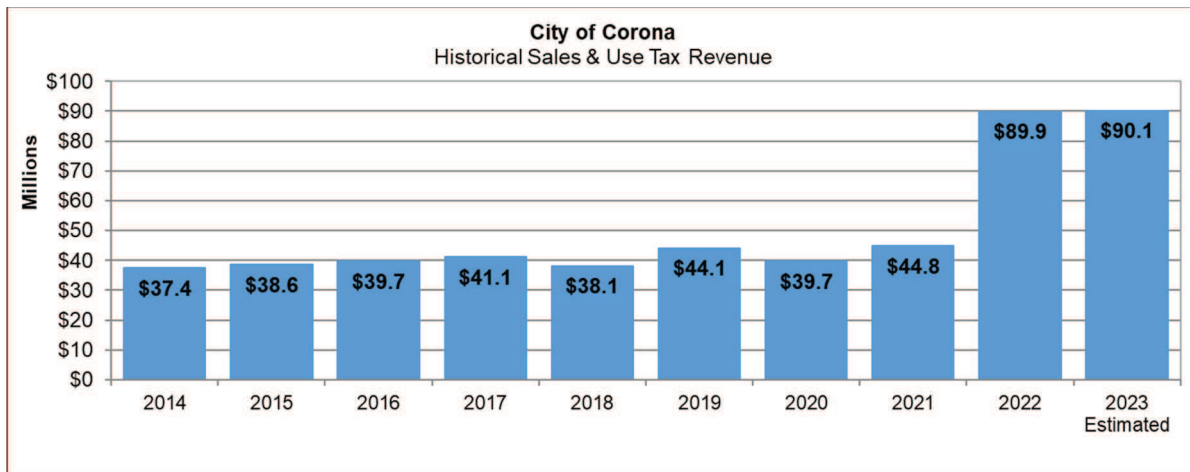
(UAL) bases attributable to assumption changes and non-investment gains/losses. These changes have been applied to new UAL bases established on or after June 30, 2019.

The steep increase in non-discretionary costs places significant pressure on the City's revenue generating capabilities, amid other state policies that continue to shift responsibilities to cities, without the necessary funding, increasing costs to law enforcement and public safety, and making it more difficult to maintain the expected levels of essential services for our residents. Revenue must grow at the same rate, or faster, as expenses to create fiscal sustainability and maintain service levels the community demands.

Sales tax was previously the second largest revenue source for the City. With the addition of Measure X, the 1% sales tax measure effective in July 2021, sales tax has moved to the largest General Fund revenue source. Taxable retail sales totaled \$4.9 billion in Calendar Year 2021, an increase of 9.7% from the previous year. Consumer spending increased in Fiscal Year 2022, as the local economy was recovering from the COVID-19 pandemic. Much of this consumer spending is best seen in the general consumer goods, automobile purchases, building construction related industries, and State and County pool allocations. Increased automobile sales and a strong housing market are key indicators of improved consumer confidence. The diversification of the City's sales tax base is enviable, with the building and construction sector and general consumer goods as the largest categories.

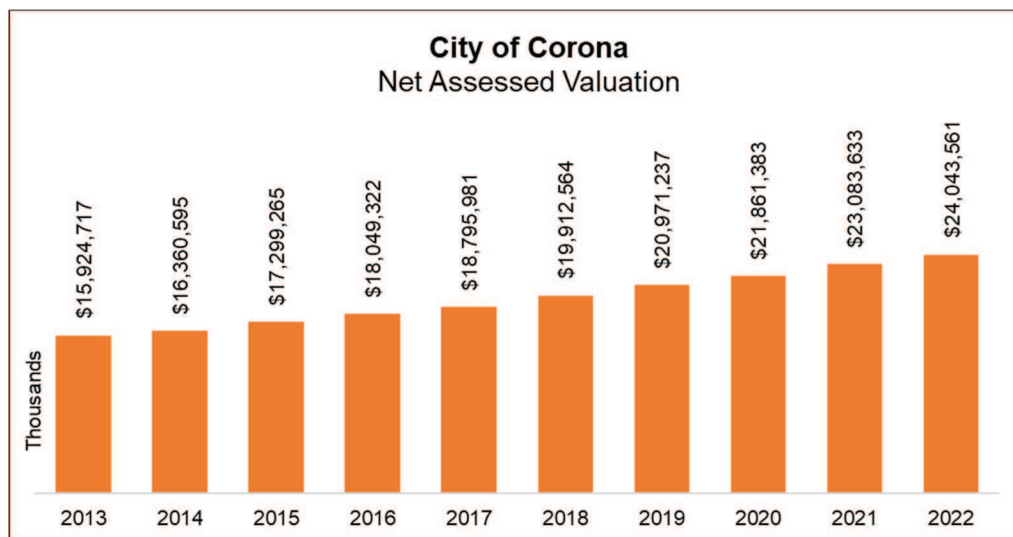


*Source: HdL Companies*

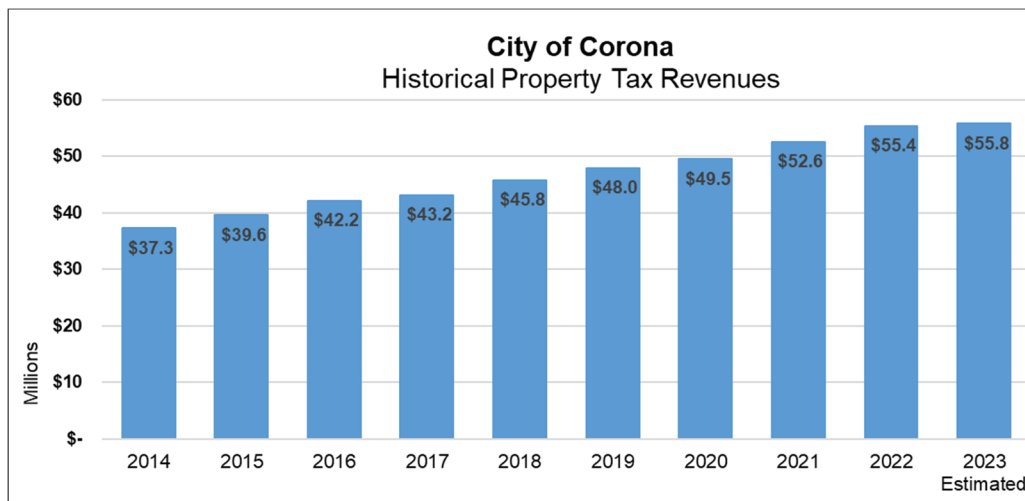


*Note: Beginning FY 2022, includes Measure X, 1% sales tax measure effective July 2021*

Historically, property tax was the largest General Fund revenue source for the City. In Fiscal Year 2022, it moves to the second largest category. Total taxable assessed valuation in Corona for the year was \$24.0 billion, representing an increase of 4.2% from the previous year.



*Source: HdL Coren & Cone; Riverside County Assessor combined tax rolls*



### Long Term Financial Planning

Escalating pension costs are presenting a serious threat to the City’s financial sustainability. The burden of funding current pension obligations, amid continued state takeaways and the state shifting responsibilities, without the necessary funding is taking priority over spending on essential services and adding significant demands for additional locally-controlled revenue.

The City has been consistently demonstrating strong fiscal stewardship by proactively responding to the impact of the broader state-wide pension situation that is often times described as grim. This proactive stewardship includes contributing additional funds toward the City’s unfunded pension liability with CalPERS. In October 2021, the City issued Pension Obligation Bonds (POB) which are estimated to save \$166 million over the next 20 years. In addition, the City Council adopted a Pension Management Policy and established an irrevocable Section 115 Trust, with an initial contribution of \$30 million. Future contributions will be reviewed and discussed on an annual basis.

The City continues to explore and fund new technology to improve overall operational efficiency. In addition to cutting costs, the City adopted new revenue streams by establishing City-wide community facilities districts for services. The City also established the guidelines and process for approving Cannabis businesses to operate within the City limits. The City started accepting applications in early 2021, with the first businesses to be operational in Fiscal Year 2023. In November 2020, a majority of voters in Corona approved a 1% sales tax measure, Measure X, effective July 1, 2021. This additional revenue stream was originally estimated to generate \$30 million in recurring funds. Measure X revenues for FY 2022 were \$40 million, greatly surpassing the initial estimates. The City maintains a healthy General Fund reserve level, following best practices established by the Government Finance Officers Association (GFOA).

This commitment to fiscal stewardship did not go unnoticed by the rating agencies. In September 2021, the most recent credit review performed by Standard and Poor’s Financial Services (S&P), the City’s appropriation debt rating was raised from “AA-“ to “AA”, and the City’s POB was rated at “AA+”, among the positive factors the City was acknowledged for were “very strong budgetary flexibility,” “very strong liquidity,” and “adequate budgetary performance.” S&P viewed the City’s management as “strong, with good financial policies and practices” under its Financial Management Assessment methodology. In the current climate of instability at local and regional levels of government, we are exceptionally pleased about this recognition and proud to have attained this strong rating.

## **Financial Policies and Practices**

The City has adopted various critical financial policies and practices with the goal of building a fiscally resilient government over the long-term, improving financial sustainability, all while increasing transparency and encouraging public engagement every step of the way.

### Fund Balance Policy for the General Fund

The City established its reserves policy for the General Fund in June 2010. In June 2016, the City updated its Fund Balance Policy for the General Fund to increase the emergency contingency reserve balance to three-months of regular General Fund operating expenses. The purpose of the revised policy is to protect our community against service disruption in the event of unexpected temporary revenue shortfalls or unpredicted one-time expenditures, as well as the enhanced credit worthiness of the City. As of June 30, 2022, the Emergency Contingency Reserve balance was \$41.7 million.

### Zero-Based Budgeting

The City launched zero-based budgeting in Fiscal Year 2017, following 23 years of the General Fund Expenditure Control Budget (ECB) model. Zero-based budgeting is an effective process that organizations use to review every dollar in the annual budget, continuously manage financial performance, measure return on investment, and build a culture of cost management among all departments. It is based on developing visibility into actual cost drivers and using that data visualization to set budget targets that use predictive analytics to generate successful outcomes to the bottom line. The annual budgeting process starts from zero and is very detailed, structured, and interactive to facilitate meaningful financial discussion among all departments and establish priorities with all stakeholders within the community as presented by the City Council. Our goal is to achieve significant and sustainable savings, while delivering productivity and service level improvements through actionable data generation at all levels within the budget. Implementation of this budget practice has helped leadership evaluate and balance the competing demands for enhanced services/facilities versus the increased costs of operating, building and maintaining those additional services and/or facilities.

This practice has allowed us to effectively analyze and identify budget variances during the budget process in a way that helps us more effectively program and leverage actual budget dollars. To drill down to an even more precise zero-based budget, we have continued to include an employee position vacancy factor to account for savings caused by the actual time necessary for current hiring processes and onboarding. The factor was based on a five-year look-back period for departments and classifications (safety and non-safety personnel). We will continue to identify, monitor and adjust variance factors in future budgets.

### Debt Policy and Procedures

Following the best practice guidelines for debt management published by the GFOA, the City develops and maintains a formal Debt Policy and Procedures to ensure that debt is issued and managed prudently. The purpose of this policy is to standardize the parameters for debt issuance and management, improve the quality of decisions, provide guidance for the structure of debt issuance to ensure the most prudent, equitable, and cost-effective method of financing is chosen, and demonstrate a commitment to long-term capital and financial planning. The current policy was approved by the City Council in August 2020 and is reviewed on an annual basis.

Investment Policy

The City's Investment Policy outlines the guidelines and practices to be used in effectively managing the City's available cash and investment portfolio. All available funds are to be invested in compliance with the California Government Code and other governing provisions of law. The policy lists in detail the authorized investments, as well as the percentage of portfolio limitations and the required rating for each investment type. The Investment Policy is reviewed, updated and adopted annually.

**Awards and Acknowledgements**

The Government Finance Officers Association (GFOA) awarded the Certificate of Achievement for Excellence in Financial Reporting to the City of Corona for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2021. This was the 32<sup>nd</sup> consecutive year that the City has received this prestigious award. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

A Certificate of Achievement is valid for a period of one year only. We believe that our current ACFR continues to meet the award program requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of the ACFR on a timely basis was made possible by the efficient and dedicated service of the staff in Finance. Staff members have our sincere appreciation for their contributions to this report. We also acknowledge the assistance of The Pun Group, LLP, in completing the ACFR.

We thank the Mayor, City Council, and the City's executive management team for their strong leadership and support of the financial operations of the City and for maintaining the highest standards of professionalism in managing the City's finances for the best interest of the citizens of Corona.

Respectfully submitted,



---

Jacob Ellis  
City Manager



---

Kim Sitton  
Finance Director



## CITY OF CORONA

### Elected Officials and Executive Management

---

#### *Elected Officials*

WES SPEAKE ..... Mayor  
TONY DADDARIO ..... Vice Mayor  
JACQUE CASILLAS ..... Councilmember  
TOM RICHINS ..... Councilmember  
JIM STEINER ..... Councilmember

CHAD WILLARDSON ..... City Treasurer

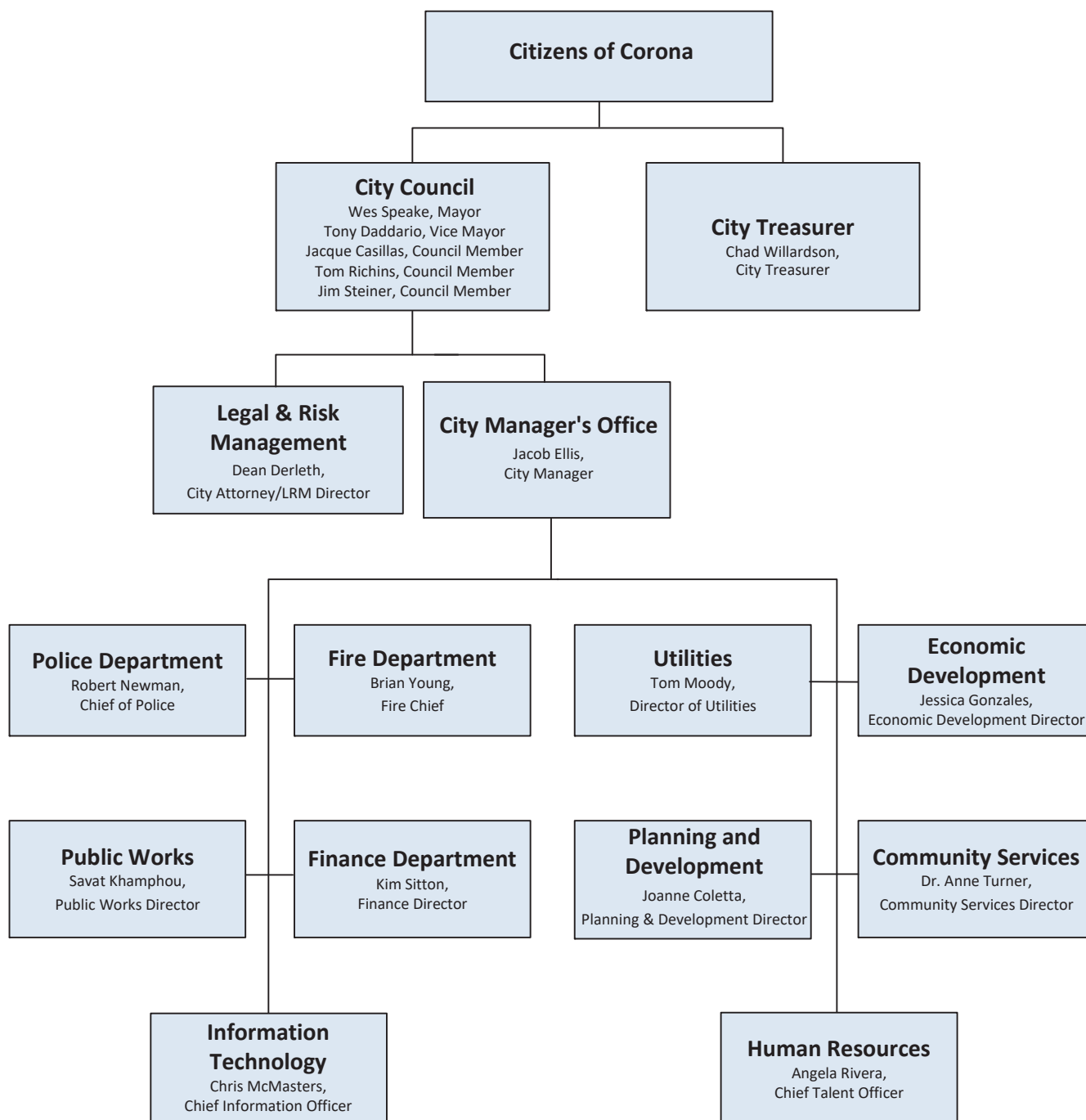
#### *Executive Management*

JACOB ELLIS ..... City Manager  
ROGER BRADLEY ..... Assistant City Manager  
JOANNE COLETTA ..... Planning and Development Director  
DEAN DERLETH ..... City Attorney & Legal/Risk Management Director  
JESSICA GONZALES ..... Economic Development Director  
ROBERT NEWMAN ..... Chief of Police  
SAVAT KHAMPHOU ..... Public Works Director  
CHRIS MCMASTERS ..... Chief Information Officer  
SHAUGHN HULL ..... Chief Communications Officer  
ANNE TURNER ..... Community Services Director  
TOM MOODY ..... Utilities Director  
ANGELA RIVERA ..... Chief Talent Officer  
KIM SITTON ..... Finance Director  
BRIAN YOUNG ..... Fire Chief



# CITY OF CORONA

## Organizational Chart





## INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Council, and Citizens  
of the City of Corona  
Corona, California

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Corona, California (the "City"), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States ("*Government Auditing Standards*"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Budgetary Comparison Schedules, the Modified Approach for City Streets Infrastructure Capital Assets, the Schedule of Changes in Net Pension Liability and Related Ratios, the Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios, the Schedules of Contributions – Pensions, the Schedules of Changes in Net Other Postemployment Benefits Liability and Related Ratios, and the Schedules of Contributions – Other Postemployment Benefits on pages 5 through 22 and 123 through 144 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Combining and Individual Fund Financial Statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the Combining and Individual Fund Financial Statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Information***

Management is responsible for the other information included in the annual report. The other information comprises the Introductory and Statistical Sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 29, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California  
November 29, 2022





## MANAGEMENT'S DISCUSSION AND ANALYSIS

### Fiscal Year Ended June 30, 2022

The City of Corona's Finance team has prepared this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2022, to assist users of this report to gain a better understanding of the City's financial health and history. The information presented here should be considered in conjunction with additional information furnished in the letter of transmittal and the accompanying basic financial statements.

### FINANCIAL HIGHLIGHTS

The City of Corona's financial statements prepared for the fiscal year ended June 30, 2022 comply with all applicable statements issued by the Governmental Accounting Standards Board (GASB). GASB Statement No. 87, Leases, was implemented by the City during the fiscal year ended June 30, 2022. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. The implementation of GASB 87 increases the usefulness of the City's financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about the City's leasing activities.

#### Government-Wide

- The City's total assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources at June 30, 2022 by \$1,277 million (*net position*).
- The overall City's net position increased by \$86.2 million from the previous fiscal year, primarily due to revenues exceeding expenses by \$83.1 million. Total assets increased by \$100.8 million, total liabilities increased by \$177.5 million, combined with an increase in deferred outflows in the amount of \$261.2 million, and an increase in deferred inflows in the amount of \$98.5 million, primarily due to the issuance of pension obligation bonds in addition to other pension and OPEB related items, net position of the City saw an increase of 7.2% from the prior year.
- Total expenses for governmental activities were \$178.8 million for Fiscal Year 2022. The sources for these expenses came from program revenues of \$91.4 million, taxes in the amount of \$157.9 million, and other general revenue of \$6.1 million. For the current year, revenues from governmental activities exceeded expenses by \$76.7 million, together with a transfer in of \$0.1million, and a beginning balance restatement of \$3.2 million, net position for governmental activities increased by \$79.9 million from the previous year.

**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

---

- For business-type activities, total revenues exceeded expenses by \$6.4 million. Among the total program revenue of \$124.2 million, \$117.2 million was from charges for services, \$5.1 million from operating contributions and grants, and the remaining \$1.9 million represents capital contributions and grants. Combined with a transfer out of \$0.1 million, the net position for business-type activities increased by \$6.3 million from the previous year.

**Fund Based**

- The City's governmental funds reported a combined ending fund balance of \$426.3 million, an increase of \$201.8 million from the previous year. The net increase was due to the combination of current year's revenues exceeding expenditures of \$29.2 million, and a beginning balance restatement of \$172.6 million. Among the total fund balance, \$330.5 million, or 77.5% are either non-spendable or restricted for specific purposes. In addition, \$48.1 million was committed by the City Council, including \$41.7 million as an emergency contingency, and \$6.4 million as designated revenues. There was \$55.8 million assigned to specific City programs and projects. Please refer to Note 15 for additional information on the classification of fund balances for governmental funds.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

**Government-Wide Financial Statements**

The government-wide financial statements are designed to give users a broad overview of the City's finances, similar to a private-sector business. They present the financial picture of the City from the economic resources measurement focus using the accrual basis of accounting.

There are two statements in the government-wide financial statements, the statement of net position, and the statement of activities. The statement of net position presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources. The net difference between the total of assets and deferred outflows and the total of liabilities and deferred inflows is reported as net position. Increases or decreases in net position over time may serve as a useful indicator of whether the City's financial position is improving or deteriorating. Other factors to consider are changes in the City's property tax base and the condition of the City's infrastructure assets. The statement of activities shows how the City's net position changed during the fiscal year.

Both government-wide financial statements distinguish between functions that are primarily supported by taxes and intergovernmental revenues, and functions that are intended to recover all or a significant portion of their costs through user fees and charges. The first function is identified in the statements as governmental activities, while the latter is reported as business-type activities.

Most of the City's basic services are reported in the governmental activities category, including the General Government, Fire, Police, Public Works and Maintenance Services, Community Services, Planning and Development, and Economic Development. Property and sales taxes, franchise fees, transient occupancy tax, business tax, investment income, and state and federal grants finance these activities. The City operates its Water and Water Reclamation utilities through its component unit, the Corona Utility Authority. These activities are reported in the business-type activities category along with Electric, Transit and Airport services.

The government-wide financial statements can be found on the pages immediately following this discussion in the Basic Financial Statements section.

**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

---

**Fund Financial Statements**

A fund is a set of related accounts that is used to control resources that have been segregated to carry on specific activities or to attain certain objectives in accordance with special regulations, restrictions, or limitations. The City, like the state and other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All City funds are divided into one of three categories: governmental funds, proprietary funds, or fiduciary funds.

The governmental fund financial statements are prepared using the current financial resources measurement focus and modified accrual basis of accounting. The proprietary and fiduciary activities are prepared using the economic resources measurement focus and the accrual basis of accounting.

The fund financial statements provide detailed information about the most significant funds – not the City as a whole. Some funds are required to be established by State law and by bond covenants. However, management establishes many other funds to help manage and report money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants, and other money.

**Governmental funds**

Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. The differences of results in the governmental fund financial statements to those in the government-wide financial statements are explained in a reconciliation schedule following each governmental fund financial statement. The governmental fund financial statements can be found in the Basic Financial Statements section of this report.

**Proprietary funds**

When the City charges customers for the services it provides – whether to outside customers or to other units of the City – these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the statement of net position and the statement of revenues, expenses and changes in fund net position. The City's enterprise funds are the same as the business-type activities reported in the government-wide statements but provide more detail and additional information, such as cash flows. The City uses internal service funds (the other component of proprietary funds) to report activities that provide supplies and services for the City's other programs and activities – such as the City's self-insurance, information technology and fleet operations funds. The internal service funds are reported with governmental activities in the government-wide financial statements. The proprietary fund financial statements can be found in the Basic Financial Statements section of this report.

**Fiduciary funds**

The City is the trustee, or fiduciary, for certain funds held to account for activities reported in this category which includes the Successor Agency, the AB109 PACT Fund, and the special taxes and assessments districts. The City's fiduciary activities are reported in separate statements of fiduciary net position, statement of changes in fiduciary net position (trust fund and custodial funds).

**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

---

**Notes to Basic Financial Statements**

Notes to basic financial statements provide additional information that is essential to fully understand the data provided in the government-wide and fund financial statements. They are presented immediately following the Basic Financial Statements section of this report.

**Other Information**

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information on the City's budget process and the General Fund and major special revenue fund budgetary comparison schedules, the modified approach for the City's Street infrastructure assets, the City's progress in funding its obligation to provide pension benefits to its employees, and the City's obligation for post-employment benefits.

Combining and individual statements for non-major governmental and proprietary funds, internal service funds and custodial funds are presented in the Supplementary Information section of this report.

**GOVERNMENT- WIDE FINANCIAL ANALYSIS**

The government-wide financial analysis focus on the City's net position and changes in net position of the governmental and business-type activities during the fiscal year.

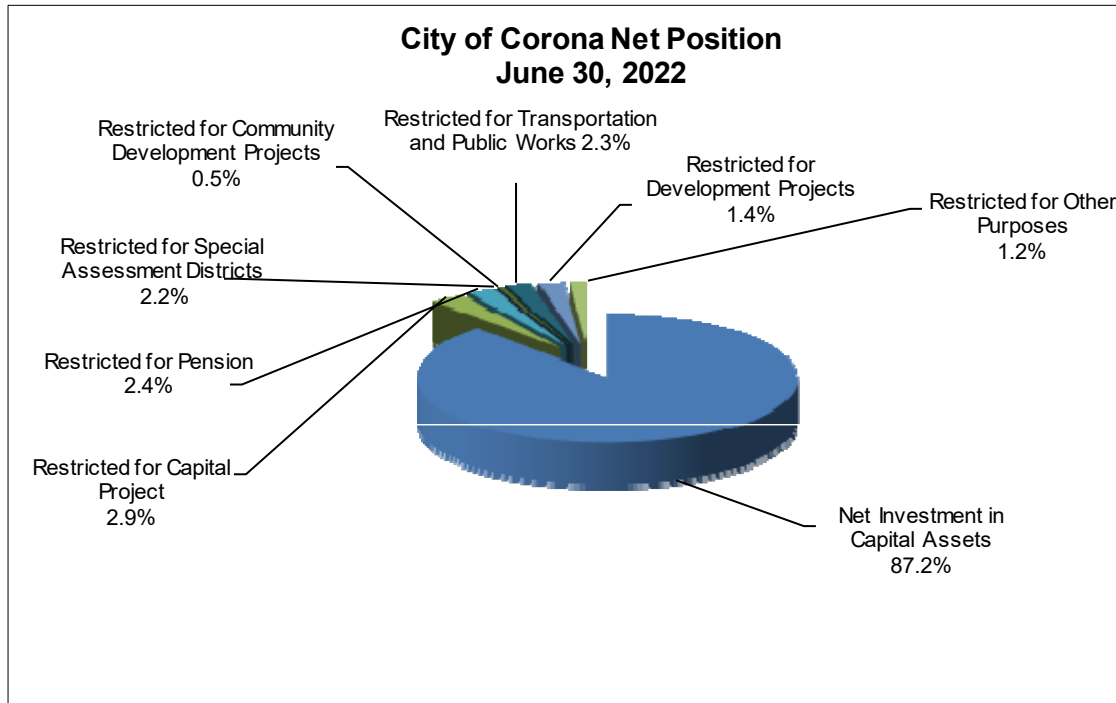
As noted earlier, the City's net position increased by \$86.2 million from the previous year. The increase in financial position was primarily due to positive operating results where revenues exceeded expenses by \$83 million. Among the total net position, \$1,139.7 million were invested in capital assets, net of related debt. These capital assets are essential for City operations, which include land, buildings, machinery and equipment, water and water reclamation rights, and infrastructure. Net position invested in capital assets is not available for spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be liquidated to pay for the liabilities.

The remaining \$137.3 million of total government-wide net position are composed of \$150.9 million restricted funds and (\$13.6) million unrestricted. Net position may be restricted for capital projects, debt payments, and/or special programs such as transportation and special assessment district improvements.

**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

---

The graph below illustrates the various components of the City's net position at fiscal year ended June 30, 2022.



**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

The schedule below is a condensed version of the City's statement of net position for fiscal year ended June 30, 2022 with comparative data from the previous fiscal year:

	<b>Governmental activities</b>		<b>Business-type activities</b>		<b>Total</b>	
	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>
Current and other assets	\$ 374.1	\$ 294.9	\$ 169.8	\$ 169.7	\$ 543.9	\$ 464.6
Internal balances	174.7	176.5	(174.7)	(176.5)	-	-
Capital assets	805.6	784.9	422.2	421.4	1,227.8	1,206.3
<b>Total assets</b>	<b>1,354.4</b>	<b>1,256.3</b>	<b>417.3</b>	<b>414.6</b>	<b>1,771.7</b>	<b>1,670.9</b>
Deferred charges on refunding	0.4	0.4	-	-	0.4	0.4
Deferred pension related items	265.6	46.5	36.5	5.1	302.1	51.6
Deferred OPEB related items	23.9	14.3	3.4	2.2	27.3	16.5
<b>Total deferred outflows</b>	<b>289.9</b>	<b>61.2</b>	<b>39.9</b>	<b>7.3</b>	<b>329.8</b>	<b>68.5</b>
Long-term debt	258.2	64.5	87.6	62.8	345.8	127.3
Net pension liability	143.5	224.9	20.5	36.1	164.0	261.0
Net OPEB liability	74.4	79.9	10.6	12.3	85.0	92.2
Other liabilities	86.7	30.6	21.5	14.4	108.2	45.0
<b>Total liabilities</b>	<b>562.8</b>	<b>399.9</b>	<b>140.2</b>	<b>125.6</b>	<b>703.0</b>	<b>525.5</b>
Deferred pension related items	67.4	4.7	8.9	-	76.3	4.7
Deferred OPEB related items	24.8	15.7	3.5	2.6	28.3	18.3
Lease	12.5	-	4.4	-	16.9	-
<b>Total deferred inflows</b>	<b>104.7</b>	<b>20.4</b>	<b>16.8</b>	<b>2.6</b>	<b>121.5</b>	<b>23.0</b>
Net investment in capital assets	774.6	751.0	365.1	362.6	1,139.7	1,113.6
Restricted	149.3	107.1	1.6	1.7	150.9	108.8
Unrestricted	53.0	38.9	(66.6)	(70.5)	(13.6)	(31.6)
<b>Total net position</b>	<b>\$ 976.9</b>	<b>\$ 897.0</b>	<b>\$ 300.1</b>	<b>\$ 293.8</b>	<b>\$ 1,277.0</b>	<b>\$ 1,190.8</b>

**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

Below are condensed financial data with comparative amounts on revenues and expenses for the current and prior year.

	<b>Governmental Activities</b>		<b>Business-Type Activities</b>		<b>Total</b>	
	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>
<b>Revenues:</b>						
Program Revenues:						
Charges for Services	\$ 34.0	\$ 31.9	\$ 117.2	\$ 117.2	\$ 151.2	\$ 149.1
Operating Contributions and Grants	37.5	33.4	5.1	2.2	42.6	35.6
Capital Contributions and Grants	19.9	19.3	1.9	4.1	21.8	23.4
General Revenues:						
Taxes:						
Property Taxes	55.4	52.6	-	-	55.4	52.6
Sales and Use Taxes	89.9	44.8	-	-	89.9	44.8
Other Taxes	12.6	11.2	-	-	12.6	11.2
Gain on sale of capital assets	0.1	0.2	-	-	0.1	0.2
Investment Earnings	(1.5)	1.0	(3.5)	0.7	(5.0)	1.7
Other Income	7.5	12.1	-	-	7.5	12.1
Total Revenues	<u>255.4</u>	<u>206.5</u>	<u>120.7</u>	<u>124.2</u>	<u>376.1</u>	<u>330.7</u>
<b>Expenses:</b>						
General Government	35.1	37.6	-	-	35.1	37.6
Public Safety - Fire	32.0	32.6	-	-	32.0	32.6
Public Safety - Police	46.4	49.7	-	-	46.4	49.7
Public Works & Maintenance Services	51.1	42.9	-	-	51.1	42.9
Community Services	4.0	3.9	-	-	4.0	3.9
Planning and Development	5.1	6.4	-	-	5.1	6.4
Economic Development	1.2	0.7	-	-	1.2	0.7
Interest and Fiscal Charges	3.9	1.1	-	-	3.9	1.1
Water	-	-	63.4	61.4	63.4	61.4
Water Reclamation	-	-	31.9	27.6	31.9	27.6
Electric	-	-	15.6	14.6	15.6	14.6
Transit Services	-	-	2.9	2.6	2.9	2.6
Airport	-	-	0.5	0.2	0.5	0.2
Total Expenses	<u>178.8</u>	<u>174.9</u>	<u>114.3</u>	<u>106.4</u>	<u>293.1</u>	<u>281.3</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>76.6</u>	<u>31.6</u>	<u>6.4</u>	<u>17.8</u>	<u>83.0</u>	<u>49.4</u>
Transfers	0.1	(0.1)	(0.1)	0.1	-	-
Special Items	-	-	-	-	-	-
Change in Net Position	<u>76.7</u>	<u>31.5</u>	<u>6.3</u>	<u>17.9</u>	<u>83.0</u>	<u>49.4</u>
Net Position - Beginning of Year	897.0	863.3	293.8	276.2	1,190.8	1,139.5
Restatement	3.2	2.2	-	(0.3)	3.2	1.9
Net Position - End of Year	<u>\$ 976.9</u>	<u>\$ 897.0</u>	<u>\$ 300.1</u>	<u>\$ 293.8</u>	<u>\$ 1,277.0</u>	<u>\$ 1,190.8</u>

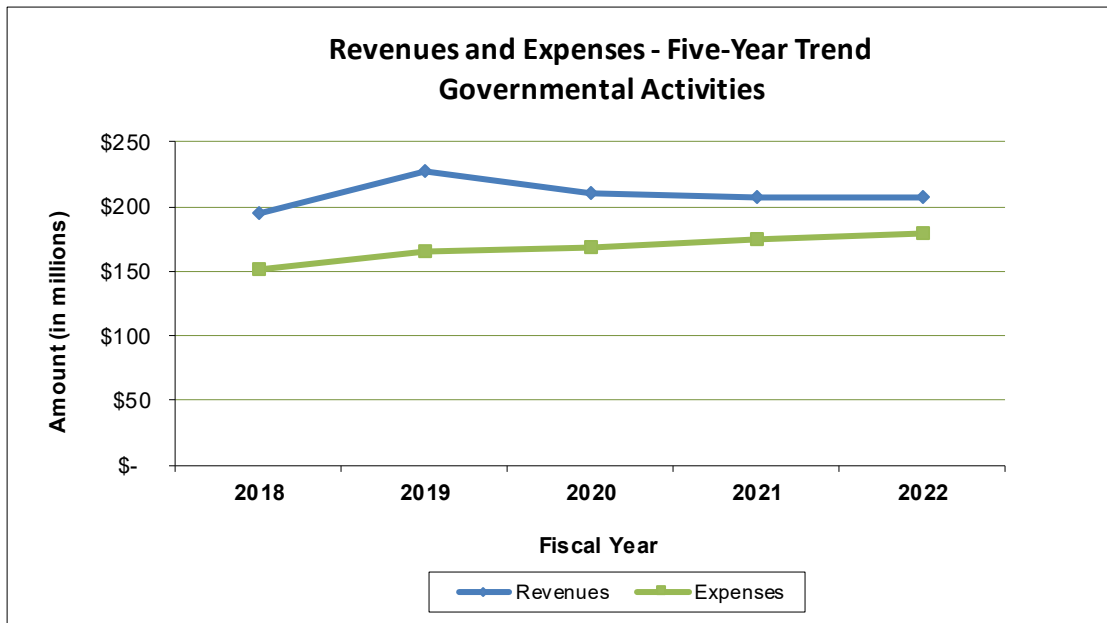
**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

---

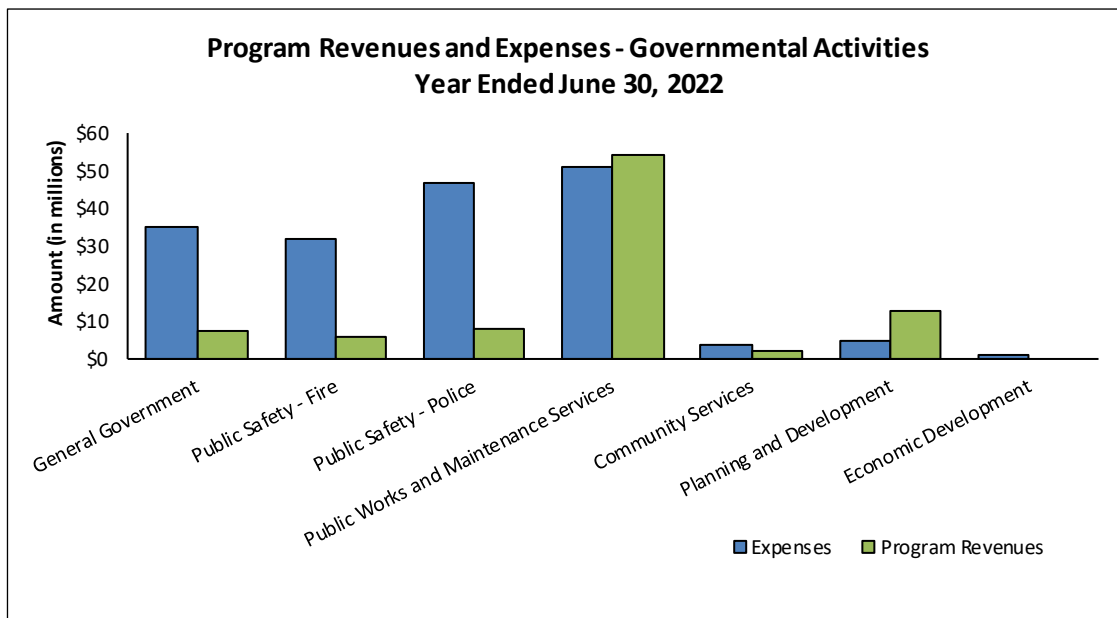
**Governmental Activities**

Total resources available during the year to finance governmental operations were \$1,155.6 million. This amount consists of the beginning net position of \$900.2 million, which includes a restatement of \$3.2 million, program revenues of \$91.4 million, general revenues of \$164.0 million, and transfer of \$0.1 million. Total uses in governmental activities during the year totaled \$178.8 million. The net position for governmental activities increased by \$79.9 million to \$976.9 million as of June 30, 2022.

The chart below presents governmental activity revenues and expenses for the past five years:



The following graph shows the expenses of each governmental function compared to the program revenues generated specifically from its operations.



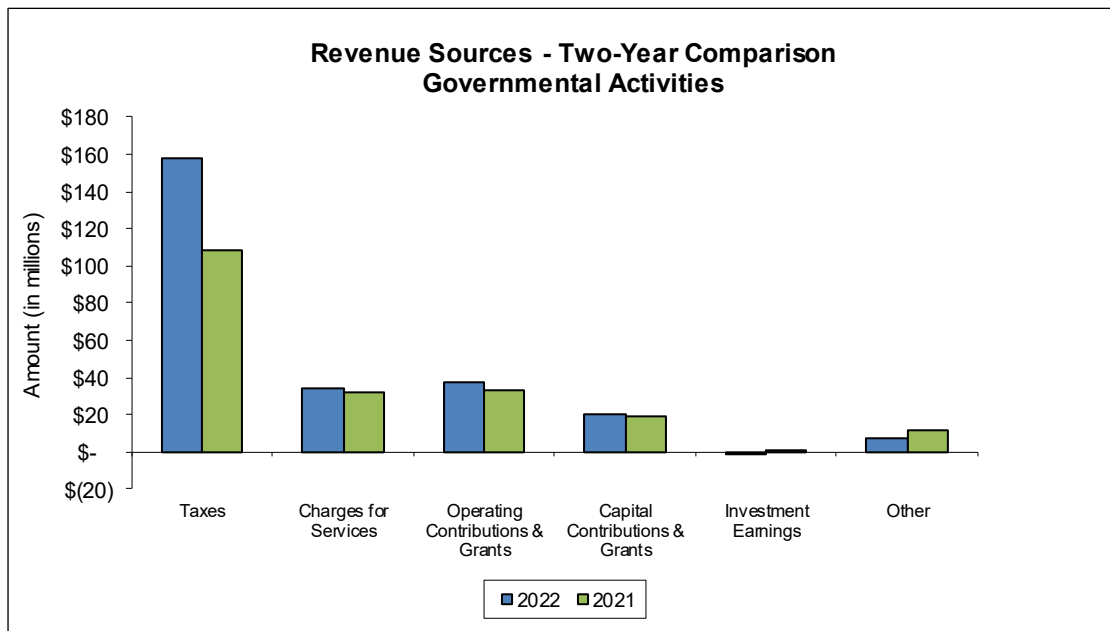
**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

---

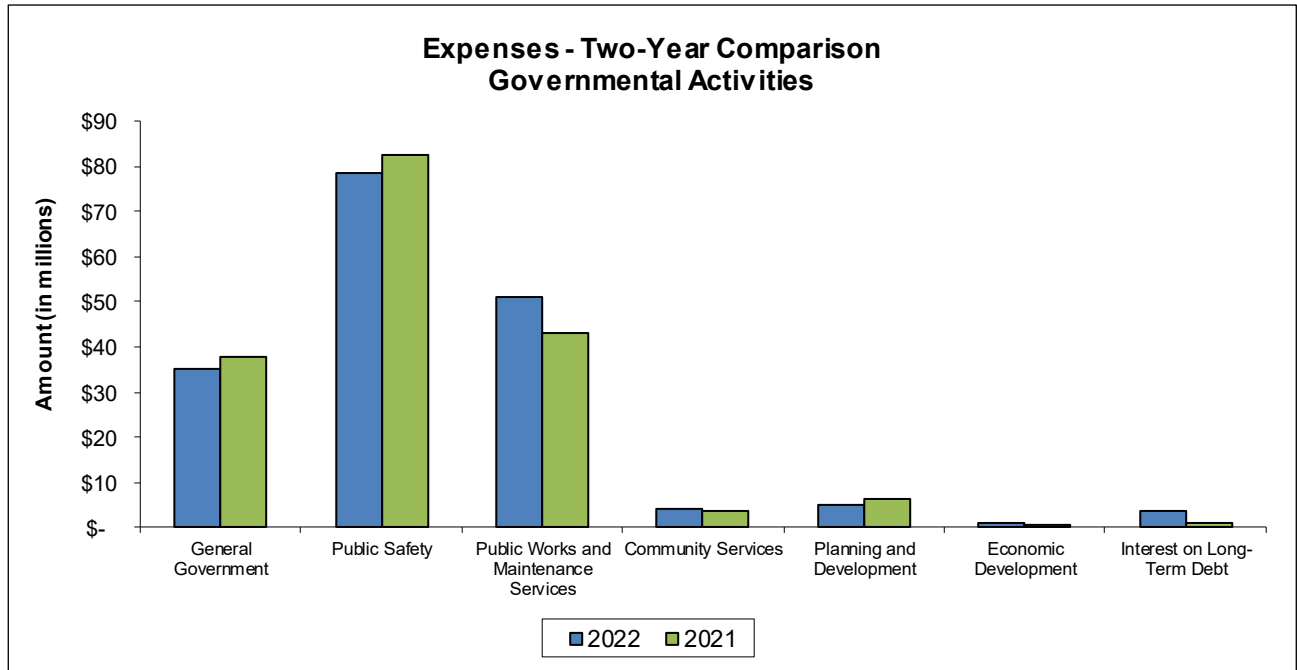
General government support services (administration, legal, human resources and financial) are primarily funded by charges to the direct operating functions they support through a cost allocation program. The public safety function (police and fire) generates program revenues as well, but property taxes, sales tax and other general revenues fund a majority of the cost. The public works and maintenance services program is responsible for maintenance and construction of the transportation system, with funding provided by gas tax, Measure A, various federal, state and local grants, special assessments, as well as other general revenues. The funding source for community services is primarily general revenues and some program fees. Planning and Development and Economic Development functions are funded by development related revenues as well as general revenues such as taxes, fees and investment income.

The cost of all governmental activities for fiscal year ended June 30, 2022 was \$178.8 million. As shown in the statement of activities, the amount the taxpayers ultimately funded for these activities was \$157.9 million, \$6.1million funded by other income, the remaining \$91.4 million was paid by various program revenues, including \$34.0 million by those who directly benefited from the programs, \$37.5 million from other governments and organizations that subsidized certain programs with operating grants and contributions, and \$19.9 million from capital contributions and grants.

The following two charts illustrate the total revenue and expense for the governmental activities, excluding transfers and extraordinary items for the fiscal years ended June 30, 2022 and June 30, 2021, respectively.



**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**



Highlights of the major revenue sources and expenses are listed below:

- Program revenues represent 35.8% of total revenues generated by governmental activities. Total program revenues for governmental activities in the current year were \$91.40 million, an increase of \$6.8 million from the previous year, primarily due to an increase of \$4.1 million in operating contributions and grants, and an increase of \$2.1 million in charges for services compared to the prior year.
- Total tax revenues were \$157.9 million for the current year, showing an increase of \$49.3 million from the previous year. Taxes comprised 61.8% of the total revenues from governmental activities, Sales and use tax revenue represents 56.9% of total taxes, where property tax revenue ranked second sharing 35.1% of total tax revenue. The remaining 8% were comprised of franchise fee, business license tax, transient occupancy tax, and dwelling development fee.
- Property tax revenues increased by \$2.8 million compared to prior year. Sales and use tax revenues increased by \$45.1 million in comparison to the prior year, driven by recovery of the economy from the impact of COVID-19 and new Measure X enactment.
- Overall governmental expenses increased by \$4.1 million from the prior year, primarily due to the interest expense of \$2.1 million for the new pension obligation bond, and an increase in professional and contract services of \$1.8 million.

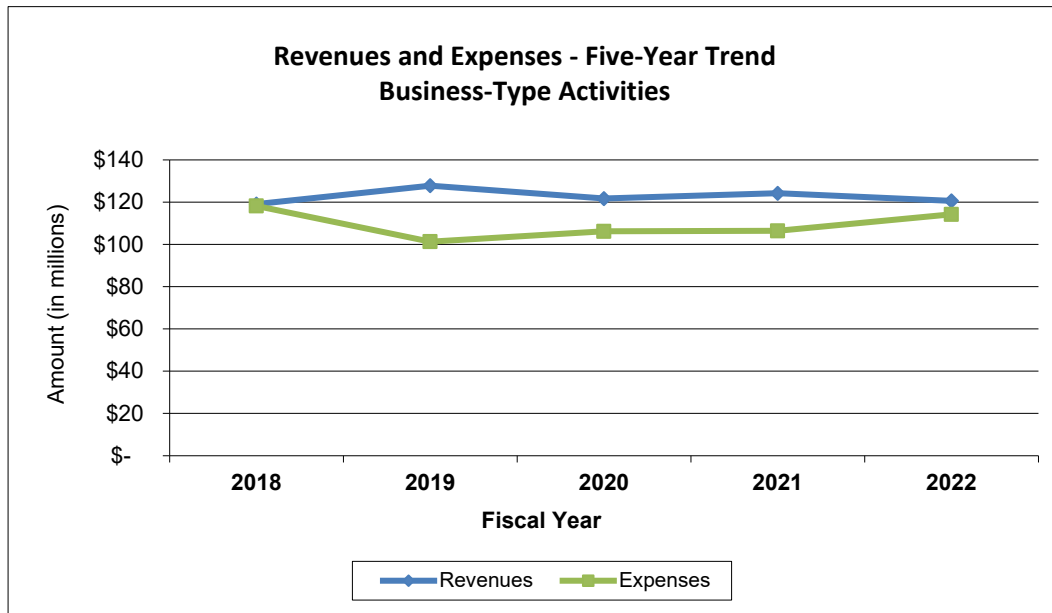
**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

---

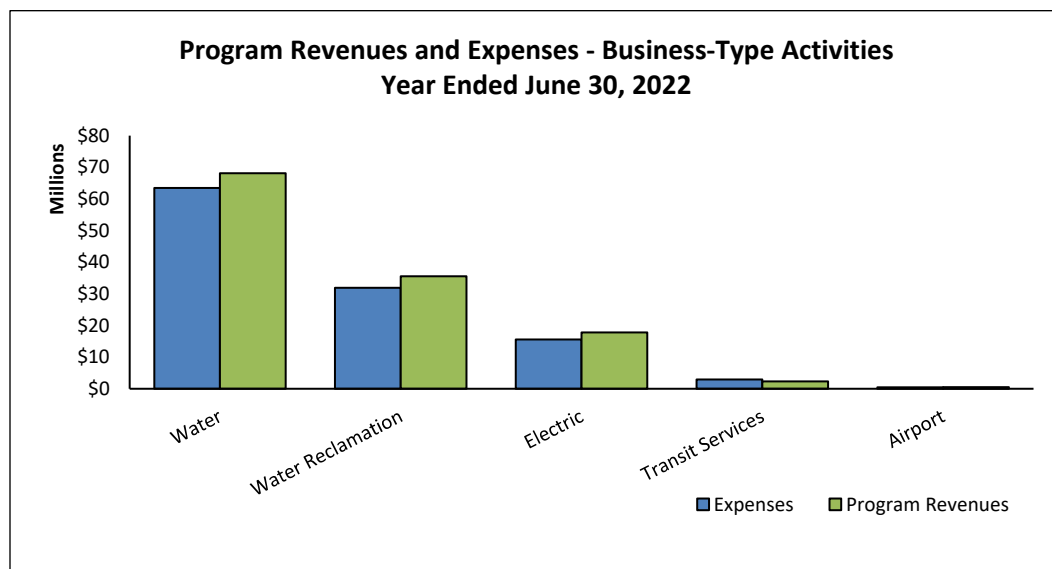
**Business-Type Activities**

The City's net position in the business-type activities increased by \$6.3 million. The primary contributor to the increase was excess revenues over expenses in the amount of \$6.4 million, offset by a transfer out of \$0.1 million. The overall net position reported in the business-type activities was \$300.1 million as of June 30, 2022.

The chart below presents revenues and expenses in the business-type activities for the past five years.



The following graph shows the expenses of each business-type function compared to the program revenues generated specifically from its operations.



**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

---

Total expenses of all business-type activities for the fiscal year ended June 30, 2022 was \$114.3 million, representing an increase of \$7.9 million from the previous year. Total program revenue reported for the year was \$124.1 million. As shown in the statement of activities, the amount paid by users of the systems was \$117.2 million, reported as charge for services. Revenues from operating grants and contributions were \$5.0 million, and capital grants and contributions were \$1.9 million.

Total resources available during the year to finance business type activities were \$414.3 million. This amount consists of the beginning net position of \$293.8 million, combined with total program revenues of \$124.1 million, investment loss of \$3.5 million, and a transfer out of \$0.1 million. After funding total expenses of \$114.3 million, net position for business-type activities increased by \$6.3 million to \$300.1 million at June 30, 2022.

Comparing to the prior year, expenses increased by \$7.9 million, primarily due to an increase in water reclamation expenses of \$4.3 million, and increases in water and electric expenses of \$2.0 million and \$1.0 million, respectively. Revenues decreased by \$3.6 million, primarily due to GASB 31 book entry of \$3.5 million loss to mark investment to market.

## **FUND FINANCIAL ANALYSIS**

### **General Fund**

The General Fund is the primary operating fund of the City. Fund balance increased by \$198.4 million for the fiscal year ended June 30, 2022, with an ending balance of \$321.2 million, primarily due to GASB 87 implementation resulting a restatement of beginning fund balance by \$172.6 million, and sales tax revenues from Measure X contributed the additional \$25.2 million.

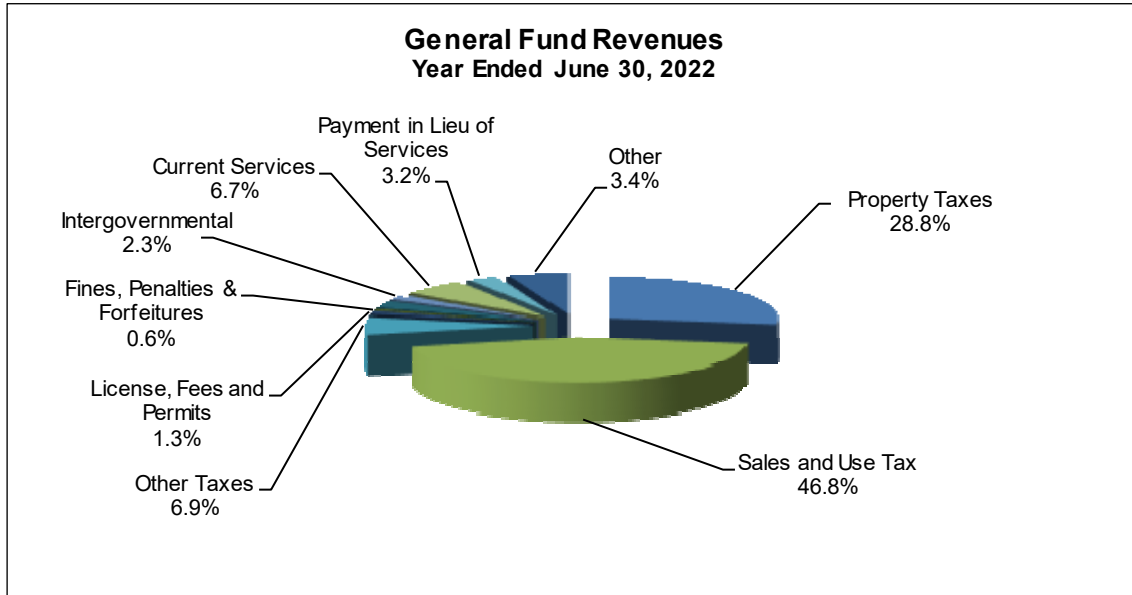
Below is a three-year trend analysis on the fund balance of the General Fund. For additional information, please refer to Note 15 in the accompanying financial statements.

	<b><u>FY 2022</u></b>	<b><u>FY 2021</u></b>	<b><u>FY 2020</u></b>
Fund Balances:			
Nonspendable	\$ 187.6	\$ 19.8	\$ 22.8
Restricted	30.1	-	-
Committed	48.1	42.9	42.0
Assigned	55.2	60.1	62.4
Unassigned	<u>0.2</u>	<u>-</u>	<u>-</u>
Total Fund Balance	<b><u>\$ 321.2</u></b>	<b><u>\$ 122.8</u></b>	<b><u>\$ 127.2</u></b>
Fund Balance - Beginning	\$ 122.8	\$ 127.2	\$ 121.9
Excess Revenues over Expenditures	24.8	(5.4)	3.9
Transfers	1.0	1.0	1.4
Capital Leases	-	-	-
Restatement	<u>172.6</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<b><u>\$ 321.2</u></b>	<b><u>\$ 122.8</u></b>	<b><u>\$ 127.2</u></b>

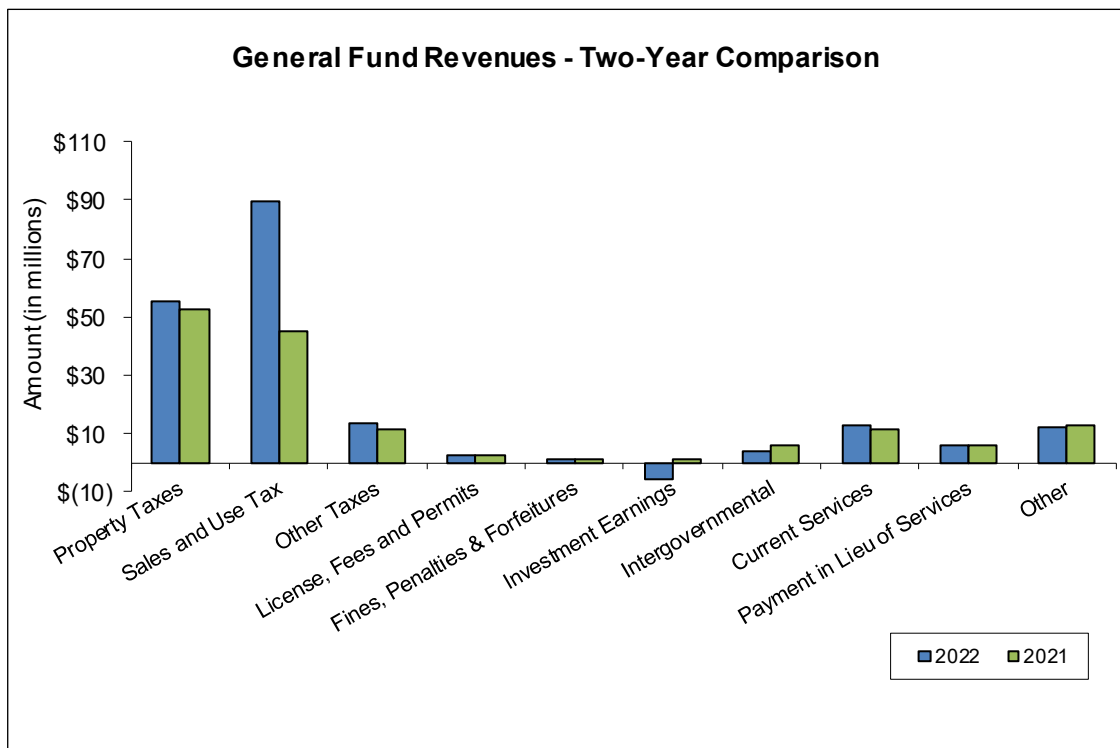
**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

---

The graph below illustrates General Fund revenues by major sources:



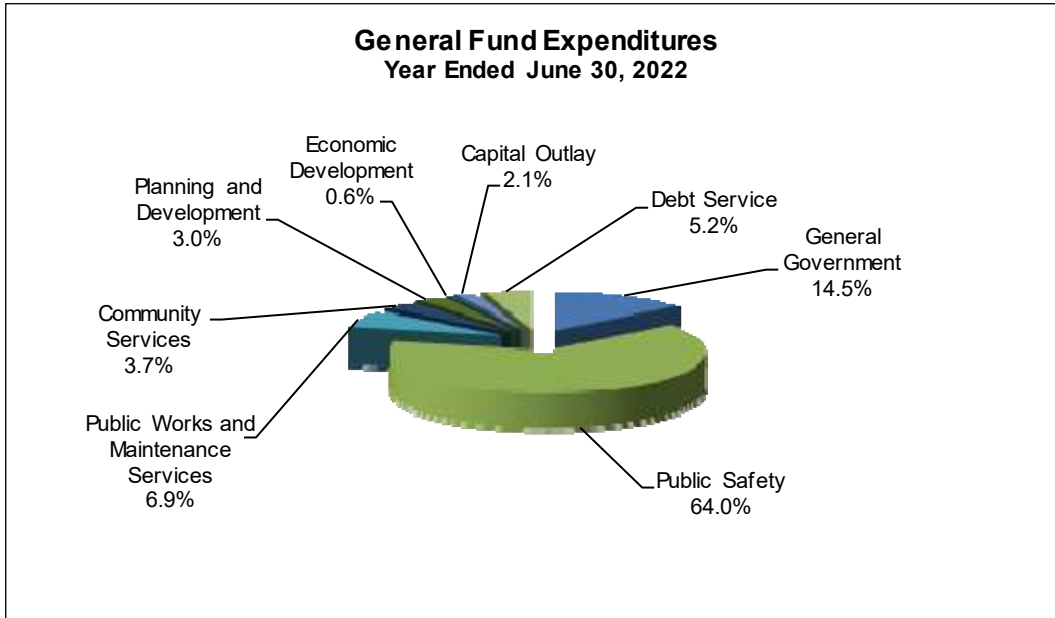
A two-year comparison of each General Fund revenue source for the fiscal years ended June 30, 2022 and June 30, 2021 is presented below:



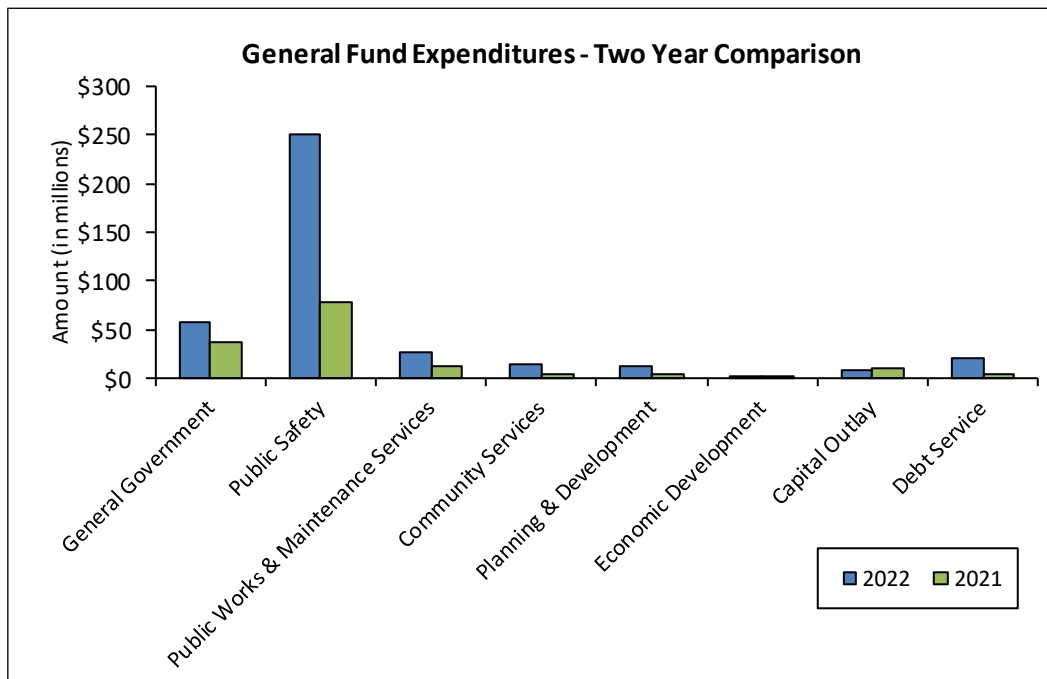
**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

---

The graph below illustrates General Fund expenditures by category:



A two-year comparison of each General Fund expenditure category for the fiscal years ended June 30, 2022 and June 30, 2021 is presented below:



**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

---

Overall General Fund revenues increased by \$42.9 million or 28.85%, compared to the previous year. Sales and use tax are the largest revenue source of the General Fund and increased by 100.7% in the current year due to Measure X enactment. Property taxes is the second largest revenue source of the General Fund and increased by 5.3%. As shown in the General Fund Revenues graph, revenues increased in most of the revenue sources. Other tax revenues increased by 17.9%, current service charges increased by 13.2%, partially offset by decreases in licenses and fees, permits revenue and investment loss.

Overall General Fund expenditures increased by \$236.8 million compared to the previous year. A majority of the increase is due to the issuance of pension obligation bond to pay the unfunded accrued pension liabilities to CALPERS in the amount of \$223.9 million and related principal and interest payment of over \$13 million during the year.

**Other Major Governmental Funds**

The Development Special Revenue Fund reported a fund balance of \$17.4 million, an increase of \$1.1 million from the prior year. Revenues exceeded expenditures in the current year by \$1.1 million. Primarily due to an increase of development impact fees of \$0.5 million and park dedication fees of \$0.6 million in the current year.

The Low/Mod Income Housing Asset Capital Project Fund reported a fund balance of \$37.6 million, an increase of \$7.7 million from the previous year. The fund balance includes \$18.5 million in cash and investments, \$2.0 million in land held for resale, \$7.1 million loan receivables, and long-term receivables in the amount of \$9.9 million from various developers.

**CAPITAL ASSETS**

The capital assets of the City are those assets which are used in the performance of the City's functions including infrastructure assets. At June 30, 2022, net capital assets totaled \$805.6 million for the governmental activities, and \$422.2 million for the business-type activities respectively. Depreciation on capital assets is recognized in the government-wide financial statements. Please refer to Note 9 of the accompanying financial statements for additional information.

The City has elected to use the "modified approach" as defined by GASB Statement No. 34 for infrastructure reporting for its street pavement system. Under GASB Statement No. 34, eligible infrastructure capital assets are not required to be depreciated under the following requirements:

- The City manages the eligible infrastructure capital assets using an asset management system with characteristics of (1) an up-to-date inventory; (2) condition assessments and summary of the results using a measurement scale; and (3) estimation of the annual amount to maintain and preserve at the established condition assessment level.
- The City documents that the eligible infrastructure capital assets are being preserved approximately at or above the established and disclosed condition assessment level.

**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

The City policy is to achieve an average rating of 71, or “Good” condition for all streets. The average rating for the City’s streets at June 30, 2022 was 71, the same as the previous assessment result. The City is continuously taking action to prevent deterioration through an on-going street rehabilitation program funded in the Capital Improvement Program. The program is formulated based on deficiencies identified as part of the City’s Pavement Management System (PMS). It includes short-term maintenance activities such as pothole patching, street sweeping, and crack sealing. The City expended \$21.3 million on street maintenance during the current fiscal year. These expenditures delayed deterioration and maintained the street condition from the previous assessment. The City has estimated that the amount of annual expenditures required maintaining the current average PCI rating of 71 through the year 2023 is a minimum of \$6.0 million. Please refer to the Required Supplementary Information section of the accompanying financial statement for additional information on the City’s Pavement Management Program.

The table below presents comparative summary information on the City’s capital assets:

	<b>Governmental Activities</b>		<b>Business-type Activities</b>		<b>Total</b>	
	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>
Land	\$ 85.6	\$ 80.5	\$ 5.7	\$ 5.7	\$ 91.3	\$ 86.2
Streets	223.7	221.1	-	-	223.7	221.1
Buildings and improvements	105.4	107.0	52.4	54.2	157.8	161.2
Machinery and equipment	15.3	16.5	43.4	42.0	58.7	58.5
Infrastructure	208.1	191.6	274.9	272.4	483.0	464.0
Construction in progress	166.2	168.2	26.0	27.5	192.2	195.7
Intangible assets	1.2	-	19.8	19.6	21.0	19.6
Total Capital Assets	<u>\$ 805.5</u>	<u>\$ 784.8</u>	<u>\$ 422.2</u>	<u>\$ 421.4</u>	<u>\$ 1,227.7</u>	<u>\$ 1,206.2</u>

## DEBT ADMINISTRATION

The City is committed to fiscal stewardship and continued its efforts to reduce its long-term debt obligation. In the most recent credit review performed by Standard and Poor’s Financial Services (S&P), Corona Utility Authorities’ Wastewater Revenue Bonds was upgraded from “AA” to “AA+” and Water Revenue Bond was affirmed at “AA” rating. For additional information on City’s long-term obligation, please refer to Note 11 of the accompanying financial statements.

**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

The schedule of outstanding long-term debt with comparative amounts for the previous fiscal year is presented below.

	<b>Governmental Activities</b>		<b>Business-type Activities</b>		<b>Total</b>	
	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>
Loans and Agreement Payable	\$ -	\$ -	\$ 24.1	\$ 26.6	\$ 24.1	\$ 26.6
Lease Payable	9.8	11.5	-	-	9.8	11.5
Capital Leases Payable	0.5	0.7	-	-	0.5	0.7
Revenue Bonds	18.2	19.6	31.5	33.7	49.7	53.3
Pension Obligation Bonds	221.9	-	37.5	-	259.4	-
Unamortized Bond Premium	2.1	2.2	1.2	1.3	3.3	3.5
Total Outstanding Debt	<u>\$ 252.5</u>	<u>\$ 34.0</u>	<u>\$ 94.3</u>	<u>\$ 61.6</u>	<u>\$ 346.8</u>	<u>\$ 95.6</u>

**GENERAL FUND BUDGETARY HIGHLIGHTS**

General Fund appropriations and transfers out were originally adopted at \$162.1 million for Fiscal Year 2022. Final appropriations were increased by \$255.9 million to \$418.0 million. Among the budgetary increase, \$11.4 million was due to continuing appropriations from the prior year's capital projects and grant funded activities, and \$2.3 million was for prior year committed purchases (encumbrances).

There was \$242.2 million in supplemental funding and transfers approved by the City Council subsequent to the budget adoption due to the following reasons: (1) The personnel budget increased by \$215.7 million in Fiscal Year 2022. In October 2021, the City issued pension obligation bonds totaling \$272.0 million. To record the bond issuance, the General Fund budget was increased by \$210.6 million. In early 2022, negotiations were completed with the various labor groups. The General Fund budget was increased by \$5.1 million to account for the respective salary and benefit changes approved by the City Council. (2) The operating budget increased by a total of \$18.1 million. The primary increase is related to the issuance of the pension obligation bonds. The General Fund debt service principal and interest expense increased by \$16.0 million. The Economic Development Department budget was increased by \$0.5 million for a budget correction related to two purchase orders. The Police and Fire departments were increased by \$0.5 million for grant related activity. (3) The capital outlay budget was increased by a net total of \$8.5 million. There was \$5.1 million approved for a property acquisition. An appropriation of \$1.1 million was added for the purchase of an urban Search and Rescue Fire Apparatus. In addition, \$1.5 million was appropriated for the Harrison Street Shelter Project and \$715,000 for the Green Alleys Project. There were budgetary reductions for other projects that were completed or no longer needed.

Below is a summary of changes made to the adopted budget:

Original Budget	\$ 162,140,866
Continued Appropriations	11,361,568
Encumbrances	2,331,782
Supplemental Changes	<u>242,199,180</u>
Final Budget	<u>\$ 418,033,395</u>

**City of Corona**  
**Management's Discussion and Analysis (Continued)**  
**For the Year Ended June 30, 2022**

---

At June 30, 2022, the General Fund expenditure and transfers out budget concluded the fiscal year with a net favorable variance of \$27.0 million.

Included in the \$27.0 million savings, \$21.5 million was unspent funding for ongoing capital improvement projects. These funds will be carried over to the next fiscal year to complete the projects. Additionally, a total of \$1.1 million will be carried forward from the operating budget for grants and other activity approved by the City Council. Encumbered purchase orders totaling \$2.1 million will also be carried forward for activity that crosses fiscal years. After considering the noted items that will carry forward to the new fiscal year, there is a net savings of \$2.3 million. Please refer to the Required Supplementary Information section of the accompanying financial statements for additional information.

Final Budget	\$ 418,033,395
Actual Expenditures	390,754,562
Transfers Out	<u>269,916</u>
Favorable Budget Variance	<u>\$ 27,008,917</u>

**CONTACTING THE CITY'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. If you have questions about this report or need any additional financial information, please contact the City of Corona's Finance Department at 400 South Vicentia Ave., Corona, California, 92882, phone number 951-279-3500 or e-mail [Finance.Department@coronaca.gov](mailto:Finance.Department@coronaca.gov).

## **BASIC FINANCIAL STATEMENTS**



## **GOVERNMENT-WIDE FINANCIAL STATEMENTS**

**City of Corona**  
**Statement of Net Position**  
**June 30, 2022**

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
<b>ASSETS</b>			
Current assets:			
Cash and investments	\$ 244,799,766	\$ 131,125,608	\$ 375,925,374
Accounts receivable	3,606,259	14,990,285	18,596,544
Interest receivable	942,762	390,470	1,333,232
Due from other government	42,340,465	735,466	43,075,931
Lease receivable - due within one year	467,872	293,589	761,461
Inventories and prepaid items	537,034	2,958,168	3,495,202
Deposits	-	149,338	149,338
Land held for resale	3,459,648	-	3,459,648
Restricted cash and investments	38,867,314	1,155,920	40,023,234
Total current assets	335,021,120	151,798,844	486,819,964
Noncurrent assets:			
Restricted cash and investments	-	509,441	509,441
Internal balances	174,731,905	(174,731,905)	-
Lease receivable, due in more than one year	12,239,490	4,255,671	16,495,161
Long-term receivables	26,872,408	-	26,872,408
Investment in joint venture	-	13,211,515	13,211,515
Capital assets:			
Non-depreciable	475,512,659	51,337,257	526,849,916
Depreciable, net	328,897,172	370,752,259	699,649,431
Intangible asset net	1,171,284	160,271	1,331,555
Total capital assets, net	805,581,115	422,249,787	1,227,830,902
Total noncurrent assets	1,019,424,918	265,494,509	1,284,919,427
<b>Total assets</b>	1,354,446,038	417,293,353	1,771,739,391
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Pension related items	265,523,781	36,543,694	302,067,475
Other postemployment benefits related items	23,927,849	3,425,581	27,353,430
Deferred charges on refunding	417,968	-	417,968
<b>Total deferred outflows of resources</b>	289,869,598	39,969,275	329,838,873

**City of Corona**  
**Statement of Net Position (Continued)**  
**June 30, 2022**

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable and accrued liabilities	18,191,724	9,417,949	27,609,673
Retention payable	806,972	702,777	1,509,749
Accrued interest payable	927,740	1,159,100	2,086,840
Unearned revenue	26,025,650	1,445,299	27,470,949
Deposits payable	13,461,696	692,930	14,154,626
Long-term debt - due within one year	27,287,342	8,124,972	35,412,314
Total current liabilities	86,701,124	21,543,027	108,244,151
Noncurrent liabilities:			
Long-term liabilities - due in more than one year	258,239,202	87,552,799	345,792,001
Net pension liability	143,466,412	20,520,827	163,987,239
Net other postemployment benefits liability	74,375,221	10,647,773	85,022,994
Total noncurrent liabilities	476,080,835	118,721,399	594,802,234
<b>Total liabilities</b>	<b>562,781,959</b>	<b>140,264,426</b>	<b>703,046,385</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pension related items	67,374,119	8,856,631	76,230,750
Other postemployment benefits related items	24,770,080	3,546,157	28,316,237
Lease	12,485,459	4,446,314	16,931,773
<b>Total deferred inflows of resources</b>	<b>104,629,658</b>	<b>16,849,102</b>	<b>121,478,760</b>
<b>NET POSITION</b>			
Net investment in capital assets	774,605,309	365,081,077	1,139,686,386
Restricted:			
Capital projects	37,622,892	-	37,622,892
Pension	30,102,382	-	30,102,382
Debt service	124	509,441	509,565
Special projects and programs:			
Community development projects	6,012,278	-	6,012,278
Transportation and public works	28,902,625	255,544	29,158,169
Special assessment district projects	28,773,861	-	28,773,861
Development projects	17,413,190	855,624	18,268,814
Other	540,572	-	540,572
Total restricted	149,367,924	1,620,609	150,988,533
Unrestricted (deficit)	52,930,786	(66,552,586)	(13,621,800)
<b>Total net position</b>	<b>\$ 976,904,019</b>	<b>\$ 300,149,100</b>	<b>\$ 1,277,053,119</b>

**City of Corona**  
**Statement of Activities**  
**For the Year Ended June 30, 2022**

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
<b>Governmental Activities:</b>				
General government	\$ 35,184,855	\$ 6,179,740	\$ 1,525,700	\$ -
Public safety - fire	31,961,693	3,952,023	2,116,648	-
Public safety - police	46,544,729	2,402,592	1,961,344	3,812,901
Public works and maintenance services	51,021,619	14,764,111	23,275,585	16,012,179
Community services	3,969,626	2,190,731	207,114	36,014
Planning and development	5,081,650	4,592,172	8,434,810	-
Economic development	1,200,606	-	-	-
Interest and fiscal charges	3,857,494	-	-	-
<b>Total governmental activities</b>	<b>178,822,272</b>	<b>34,081,369</b>	<b>37,521,201</b>	<b>19,861,094</b>
<b>Business-type Activities:</b>				
Water	63,431,423	64,960,384	1,975,850	1,162,535
Water reclamation	31,913,449	34,027,929	754,832	731,472
Electric	15,553,202	17,554,503	236,744	-
Transit services	2,906,505	246,155	2,055,243	-
Airport	458,143	434,761	40,119	-
<b>Total business-type activities</b>	<b>114,262,722</b>	<b>117,223,732</b>	<b>5,062,788</b>	<b>1,894,007</b>
<b>Total primary government</b>	<b>\$ 293,084,994</b>	<b>\$ 151,305,101</b>	<b>\$ 42,583,989</b>	<b>\$ 21,755,101</b>

**City of Corona**  
**Statement of Activities (Continued)**  
**For the Year Ended June 30, 2022**

Functions/Programs	Net (Expenses) Revenues and Changes in Net Position		
	Governmental Activities	Business-Type Activities	Total
<b>Governmental Activities:</b>			
General government	\$ (27,479,415)	\$ -	\$ (27,479,415)
Public safety - fire	(25,893,022)	-	(25,893,022)
Public safety - police	(38,367,892)	-	(38,367,892)
Public works and maintenance services	3,030,256	-	3,030,256
Library and recreation services	(1,535,767)	-	(1,535,767)
Planning and development	7,945,332	-	7,945,332
Economic development	(1,200,606)	-	(1,200,606)
Interest and fiscal charges	(3,857,494)	-	(3,857,494)
<b>Total governmental activities</b>	<b>(87,358,608)</b>	<b>-</b>	<b>(87,358,608)</b>
<b>Business-type Activities:</b>			
Water	-	4,667,346	4,667,346
Water reclamation	-	3,600,784	3,600,784
Electric	-	2,238,045	2,238,045
Transit services	-	(605,107)	(605,107)
Airport	-	16,737	16,737
<b>Total business-type activities</b>	<b>-</b>	<b>9,917,805</b>	<b>9,917,805</b>
<b>Total primary government</b>	<b>(87,358,608)</b>	<b>9,917,805</b>	<b>(77,440,803)</b>
<b>General revenues and transfers:</b>			
<b>General revenues:</b>			
Taxes:			
Property taxes, levied for general purpose	55,400,381	-	55,400,381
Transient occupancy taxes	3,204,109	-	3,204,109
Sales and use taxes	89,912,163	-	89,912,163
Franchise taxes	6,911,392	-	6,911,392
Business license taxes	2,446,841	-	2,446,841
<b>Total taxes</b>	<b>157,874,886</b>	<b>-</b>	<b>157,874,886</b>
Investment loss	(1,537,234)	(3,486,908)	(5,024,142)
Other income	7,519,310	-	7,519,310
Gain on sale of capital asset	120,753	-	120,753
<b>Total general revenues</b>	<b>163,977,715</b>	<b>(3,486,908)</b>	<b>160,490,807</b>
<b>Transfers</b>	<b>109,748</b>	<b>(109,748)</b>	<b>-</b>
<b>Changes in net position</b>	<b>76,728,855</b>	<b>6,321,149</b>	<b>83,050,004</b>
<b>Net position - beginning of year, as restate (Note 18)</b>	<b>900,175,164</b>	<b>293,827,951</b>	<b>1,194,003,115</b>
<b>Net position - end of year</b>	<b>\$ 976,904,019</b>	<b>\$ 300,149,100</b>	<b>\$ 1,277,053,119</b>



## **FUND FINANCIAL STATEMENTS**



**GOVERNMENTAL FUND FINANCIAL STATEMENTS**

**City of Corona  
Balance Sheet  
Governmental Funds  
June 30, 2022**

	General Fund	Low Mod Income Housing Asset Capital Projects Fund	Development Special Revenue Funds
<b>ASSETS</b>			
Cash and investments	\$ 86,874,072	\$ 18,510,312	\$ 27,341,363
Accounts receivable	1,982,090	-	-
Interest receivable	625,651	69,804	70,039
Due from other governments	22,957,291	-	-
Due from other funds	14,711,627	-	-
Long-term receivables	2,099,041	9,942,191	1,189,660
Lease receivable	12,707,362	-	-
Loans receivable	-	7,047,242	328,332
Advance to other funds	185,155,991	-	-
Inventories and prepaid items	328,497	-	-
Land held for resale	-	1,998,648	-
Restricted assets:			
Cash and investments with fiscal agents	30,000,124	8,064,885	58,059
<b>Total assets</b>	<b>\$ 357,441,746</b>	<b>\$ 45,633,082</b>	<b>\$ 28,987,453</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Accounts payable and accrued liabilities	\$ 10,523,427	\$ 4,292	\$ 252,398
Retention payable	28,630	-	41,926
Due to other funds	-	-	-
Advance from other funds	-	-	7,478,374
Deposit payable	9,594,467	5,898	3,801,565
Unearned revenue	2,129,412	8,000,000	-
<b>Total liabilities</b>	<b>22,275,936</b>	<b>8,010,190</b>	<b>11,574,263</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable revenue	1,510,330	-	-
Leases	12,485,459	-	-
<b>Total deferred inflows of resources</b>	<b>13,995,789</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>			
Nonspendable	187,583,529	-	-
Restricted	30,102,506	37,622,892	17,413,190
Committed	48,121,481	-	-
Assigned	55,140,510	-	-
Unassigned (deficit)	221,995	-	-
<b>Total fund balances</b>	<b>321,170,021</b>	<b>37,622,892</b>	<b>17,413,190</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 357,441,746</b>	<b>\$ 45,633,082</b>	<b>\$ 28,987,453</b>

(Continued)

**City of Corona**  
**Balance Sheet (Continued)**  
**Governmental Funds**  
**June 30, 2022**

	Nonmajor Governmental Funds	Total Governmental Funds
<b>ASSETS</b>		
Cash and investments	\$ 68,121,222	\$ 200,846,969
Accounts receivable	1,550,318	3,532,408
Interest receivable	177,268	942,762
Due from other governments	19,383,174	42,340,465
Due from other funds	-	14,711,627
Long-term receivables	1,717,405	14,948,297
Lease receivable	-	12,707,362
Loans receivable	4,548,537	11,924,111
Advance to other funds	-	185,155,991
Inventories and prepaid items	-	328,497
Land held for resale	1,461,000	3,459,648
Restricted assets:		
Cash and investments with fiscal agents	744,246	38,867,314
<b>Total assets</b>	<u><u>\$ 97,703,170</u></u>	<u><u>\$ 529,765,451</u></u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>		
<b>Liabilities:</b>		
Accounts payable and accrued liabilities	\$ 4,400,381	\$ 15,180,498
Retention payable	736,416	806,972
Due to other funds	14,711,627	14,711,627
Advance from other funds	1,596,663	9,075,037
Deposit payable	59,766	13,461,696
Unearned revenue	15,896,238	26,025,650
<b>Total liabilities</b>	<u><u>37,401,091</u></u>	<u><u>79,261,480</u></u>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Unavailable revenue	10,214,656	11,724,986
Leases	-	12,485,459
<b>Total deferred inflows of resources</b>	<u><u>10,214,656</u></u>	<u><u>24,210,445</u></u>
<b>Fund Balances:</b>		
Nonspendable	-	187,583,529
Restricted	57,752,923	142,891,511
Committed	-	48,121,481
Assigned	638,647	55,779,157
Unassigned (deficit)	(8,304,147)	(8,082,152)
<b>Total fund balances</b>	<u><u>50,087,423</u></u>	<u><u>426,293,526</u></u>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<u><u>\$ 97,703,170</u></u>	<u><u>\$ 529,765,451</u></u>

(Concluded)



**City of Corona**  
**Reconciliation of the Governmental Funds Balance Sheet**  
**to the Government-Wide Statement of Net Position**  
**June 30, 2022**

---

<b>Total Fund Balances - Total Governmental Funds</b>	\$ 426,293,526
---	----------------

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not current financial resources and therefore are not reported in governmental funds. Those assets consist of:

Amount reported in government-wide statement of position:		
Nondepreciable assets, net of \$30,428 reported in Internal Service Funds	\$ 475,482,231	
Depreciable assets, net of \$3,012,017 reported in Internal Service Funds	325,885,155	
Lease asset, net of \$1,084,937 reported in Internal Service Funds	86,347	801,453,733

Some of the City's receivables for property taxes, operating and capital grant reimbursements will be collected after year end, but are not available soon enough to pay for current-period expenditures, and therefore, are reported as unavailable revenues in the governmental funds.	11,724,986
--	------------

Net pension liabilities and the related deferred outflows of resources and deferred inflows of resources are not due and payable in the current period or not available for current expenditures and are not reported in the governmental fund financial statements:

Pension related deferred outflows of resources, net of \$10,843,530 reported in Internal Service Funds	254,680,251
Net pension liability, net of \$(6,089,100) reported in Internal Service Funds	(137,377,312)
Pension related deferred inflows of resources, net of \$2,628,010 reported in Internal Service Funds	(64,746,109)

Net other postemployment benefits liability and the related deferred outflows of resources and deferred inflows of resources are not due and payable in the current period or not available for current expenditures and are not reported in the governmental fund financial statements:

OPEB related deferred outflows of resources, net of \$1,061,162 reported under Internal Service Funds	22,866,687
Net OPEB liabilities, net of \$(3,298,425) reported under Internal Service Funds	(71,076,796)
OPEB related deferred inflows of resources, net of \$(1,098,514) reported under Internal Service Funds	(23,671,566)

Internal service funds are used by the City to charge the cost of materials and supplies, maintenance and repair of vehicles and equipment and printing services provided to the various departments of the City. The assets and liabilities of the internal service funds are included in governmental activities in the Statement of Net Position. Internal Service funds net position, net of \$1,349,049 reported in Business-type activities.	9,674,228
--	-----------

Accrued interest payable for the current portion of interest due on long-term debt has not been reported in the governmental funds.	(896,546)
---	-----------

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and, accordingly are not reported as fund liabilities. All liabilities, both current and long-term are reported in the Statement of Net Position. Those liabilities consist of:

Unamortized deferred charges on refunding	417,968
Long-term debt, net of \$(10,550,252) reported under Internal Service Funds	(239,898,885)
Unamortized bond premium	(2,082,196)
Compensated absences, net of \$(425,890) reported under Internal Service Funds	(10,457,950)

<b>Net position of governmental activities</b>	<b>\$ 976,904,019</b>
--	-----------------------

**City of Corona**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**For the Year Ended June 30, 2022**

	General Fund	Low Mod Income Housing Asset Capital Projects Fund	Development Special Revenue Funds
<b>REVENUES:</b>			
Taxes	\$ 157,874,886	\$ -	\$ -
Licenses, and permits	2,521,625	-	3,271,580
Intergovernmental	4,027,178	-	-
Special assessments	573,201	-	-
Investment earnings	(5,693,460)	3,684,213	(950,844)
Fines and penalties	1,135,619	-	-
Current services	12,903,009	-	-
Payment in lieu of services	6,060,819	-	151,680
Other revenues	12,219,443	4,117,244	-
<b>Total revenues</b>	<b>191,622,320</b>	<b>7,801,457</b>	<b>2,472,416</b>
<b>EXPENDITURES:</b>			
Current:			
General government	56,625,834	-	-
Public safety- fire	88,959,047	-	7,185
Public safety- police	161,286,250	-	651
Public works and maintenance services	26,826,604	-	45,531
Community services	14,273,997	-	1,188
Planning and development	12,003,036	335,571	-
Economic development	2,369,713	-	-
Capital outlay	8,054,361	-	1,308,197
Debt service:			
Principal retirement	17,048,744	13,920	-
Interest and fiscal charges	3,306,976	2,238	-
<b>Total expenditures</b>	<b>390,754,562</b>	<b>351,729</b>	<b>1,362,752</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(199,132,242)</b>	<b>7,449,728</b>	<b>1,109,664</b>
<b>OTHER FINANCING SOURCES (USES):</b>			
Transfers in	1,197,681	-	-
Transfers out	(269,916)	-	-
Proceeds from Long term debt	223,947,991	227,697	-
<b>Total other financing sources (uses)</b>	<b>224,875,756</b>	<b>227,697</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCES</b>	<b>25,743,514</b>	<b>7,677,425</b>	<b>1,109,664</b>
<b>FUND BALANCES:</b>			
Beginning of year, as restated (Note 18)	295,426,507	29,945,467	16,303,526
End of year	<u>\$ 321,170,021</u>	<u>\$ 37,622,892</u>	<u>\$ 17,413,190</u>

(Continued)

**City of Corona**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)**  
**Governmental Funds**  
**For the Year Ended June 30, 2022**

	Nonmajor Governmental Funds	Total Governmental Funds
<b>REVENUES:</b>		
Taxes	\$ -	\$ 157,874,886
Licenses, and permits	784,271	6,577,476
Intergovernmental	28,702,685	32,729,863
Special assessments	8,859,745	9,432,946
Investment earnings	(2,042,930)	(5,003,021)
Fines and penalties	46,196	1,181,815
Current services	10,659,903	23,562,912
Payment in lieu of services	-	6,212,499
Other revenues	780,282	17,116,969
<b>Total revenues</b>	<u>47,790,152</u>	<u>249,686,345</u>
<b>EXPENDITURES:</b>		
Current:		
General government	-	56,625,834
Public safety- fire	-	88,966,232
Public safety- police	640,076	161,926,977
Public works and maintenance services	22,115,936	48,988,071
Community services	126,344	14,401,529
Planning and development	448,003	12,786,610
Economic development	-	2,369,713
Capital outlay	30,546,985	39,909,543
Debt service:		
Principal retirement	111,168	17,173,832
Interest and fiscal charges	28,923	3,338,137
<b>Total expenditures</b>	<u>54,017,435</u>	<u>446,486,478</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(6,227,283)</u>	<u>(196,800,133)</u>
<b>OTHER FINANCING SOURCES (USES):</b>		
Transfers in	269,916	1,467,597
Transfers out	(1,197,681)	(1,467,597)
Proceeds from Long term debt	1,818,537	225,994,225
<b>Total other financing sources (uses)</b>	<u>890,772</u>	<u>225,994,225</u>
<b>NET CHANGE IN FUND BALANCES</b>	(5,336,511)	29,194,092
<b>FUND BALANCES:</b>		
Beginning of year, as restated (Note 18)	55,423,934	397,099,434
End of year	<u>\$ 50,087,423</u>	<u>\$ 426,293,526</u>
		(Concluded)



**City of Corona**  
**Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes**  
**in Fund Balances to the Government-Wide Statement of Activities**  
**For the Year Ended June 30, 2022**

---

**Net change in fund balances - total governmental funds:** \$ 29,194,092

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those capital assets is allocated over the estimated useful lives as depreciation expense. This is the amount by which capital expenditures exceeded depreciation in the current period:

Capital outlay expenditures, net of \$793,564 reported in Internal Service Funds	\$	32,814,878	
Capital contribution from developer		829,631	
Transfer from business-type activities		109,748	
Depreciation and amortization expense, net of \$1,306,774 reported in Internal Service Funds		<u>(12,505,912)</u>	21,248,345

Certain accrued revenues such as grants do not provide current financial resources and therefore, are not reported in the governmental funds as revenues. This is the amount of the net change in these accrued revenue amounts during the current period.

4,082,323

Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds:

Change in compensated absences, net of \$(106,025) reported in internal service funds		(1,693,029)	
Pension expense, net of pension contribution made after measurement date		227,222,538	
OPEB expense, net of OPEB contribution made after measurement date		6,044,702	
Accrued interest for long-term debt		(638,230)	
Deferred charges amortization		(29,855)	
Issuance of long-term debt, net of \$(10,656,635) reported in Internal Service Funds		(225,994,225)	
Principal repayment of long-term debt, net of \$1,100,282 reported in Internal Service Funds		17,173,832	
Bond premium amortization		148,728	

Internal service funds are used by management to charge the costs of certain activities, such as workers' compensation self-insurance, general liability self-insurance, vehicles, and technology to individual funds. The net revenue (expense) of these internal service funds are reported as governmental activities (net of \$920,433) allocated to business-type activities).

(30,366)

**Change in net position of governmental activities** **\$ 76,728,855**

---



## **PROPRIETARY FUND FINANCIAL STATEMENTS**

**City of Corona**  
**Statement of Net Position**  
**Proprietary Funds**  
**June 30, 2022**

	Business-Type Activities		
	Enterprise Funds		
	Corona Utility Authority		
	Water	Water Reclamation	Electric
<b>ASSETS</b>			
Current assets:			
Cash and investments	\$ 29,379,363	\$ 75,008,149	\$ 24,582,387
Accounts receivable	8,660,116	4,197,207	2,109,590
Interest receivable	121,177	196,931	66,029
Due from other governments	256,308	40,008	-
Lease receivable	293,589	-	-
Inventories and prepaid items	2,958,168	-	-
Deposits	-	-	149,338
Restricted cash and investments	312,725	10,897	576,754
<b>Total current assets</b>	<b>41,981,446</b>	<b>79,453,192</b>	<b>27,484,098</b>
Noncurrent assets:			
Restricted cash and investments	-	509,441	-
Lease receivable	4,255,671	-	-
Advances to other funds	-	3,614,688	1,596,663
Investment in joint venture	-	13,211,515	-
Capital assets:			
Capital assets, not being depreciated	39,079,747	10,402,637	1,854,873
Capital assets, being depreciated, net	231,004,522	128,772,174	8,497,881
Intangible asset, net	96,359	63,912	-
<b>Total capital assets</b>	<b>270,180,628</b>	<b>139,238,723</b>	<b>10,352,754</b>
<b>Total noncurrent assets</b>	<b>274,436,299</b>	<b>156,574,367</b>	<b>11,949,417</b>
<b>Total assets</b>	<b>316,417,745</b>	<b>236,027,559</b>	<b>39,433,515</b>
<b>DEFERRED OUTFLOW OF RESOURCES</b>			
Pension related items	19,540,145	12,544,510	3,898,501
OPEB related items	1,868,516	1,195,344	302,757
<b>Total deferred outflow of resources</b>	<b>\$ 21,408,661</b>	<b>\$ 13,739,854</b>	<b>\$ 4,201,258</b>

(Continued)

**City of Corona**  
**Statement of Net Position (Continued)**  
**Proprietary Funds**  
**June 30, 2022**

	Business-Type Activities		
	Enterprise Funds		
	Corona Utility Authority		
	Water	Water reclamation	Electric
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable and accrued liabilities	\$ 4,840,807	\$ 2,592,004	\$ 1,218,781
Retention payable	454,734	248,043	-
Accrued interest	684,963	328,947	142,250
Unearned revenue	664,402	40,371	-
Deposits payable	94,336	20,000	578,214
Claims and judgments, due within one year	-	-	-
Compensated absences, due within one year	562,634	311,636	121,061
Lease payable, due within one year	3,317	-	-
Bonds and loan payable, due within one year	5,095,281	1,679,486	283,659
Total current liabilities	12,400,474	5,220,487	2,343,965
Noncurrent liabilities:			
Advance from other funds	110,434,350	65,808,682	5,049,273
Claims and judgments, due in more than one year	-	-	-
Compensated absences, due in more than one year	152,281	139,327	-
Lease payable, due in more than one year	-	-	-
Bonds and loan payable, due in more than one year	53,607,157	28,411,651	4,304,482
Net pension liability	10,972,616	7,044,272	2,189,173
Net other postemployment benefits liability	5,807,930	3,715,501	941,064
Total noncurrent liabilities	180,974,334	105,119,433	12,483,992
<b>Total liabilities</b>	193,374,808	110,339,920	14,827,957
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pension related items	4,735,697	3,040,254	944,830
Other postemployment benefits related items	1,934,286	1,237,418	313,414
Lease	4,446,314	-	-
<b>Total deferred inflows of resources</b>	11,116,297	4,277,672	1,258,244
<b>NET POSITION</b>			
Net investment in capital assets	231,832,147	120,418,494	10,352,754
Restricted:			
Debt service	-	509,441	-
Transportation and public works	-	-	-
Development projects	15,320	840,304	-
Unrestricted (deficit)	(98,512,166)	13,381,582	17,195,818
<b>Total net position</b>	<u>\$ 133,335,301</u>	<u>\$ 135,149,821</u>	<u>\$ 27,548,572</u>

(Continued)

**City of Corona**  
**Statement of Net Position (Continued)**  
**Proprietary Funds**  
**June 30, 2022**

	Business-Type Activities		Governmental
	Enterprise Funds		Activities
	Nonmajor	Total Enterprise Funds	Internal Service Funds
<b>ASSETS</b>			
Current assets:			
Cash and investments	\$ 2,155,709	\$ 131,125,608	\$ 43,952,797
Accounts receivable	23,372	14,990,285	73,851
Interest receivable	6,333	390,470	-
Due from other governments	439,150	735,466	-
Lease receivable	-	293,589	-
Inventories and prepaid items	-	2,958,168	208,537
Deposits	-	149,338	-
Restricted cash and investments	255,544	1,155,920	-
<b>Total current assets</b>	<b>2,880,108</b>	<b>151,798,844</b>	<b>44,235,185</b>
Noncurrent assets:			
Restricted cash and investments	-	509,441	-
Lease receivable	-	4,255,671	-
Advances to other funds	-	5,211,351	-
Investment in joint venture	-	13,211,515	-
Capital assets:			
Capital assets, not being depreciated	-	51,337,257	30,428
Capital assets, being depreciated, net	2,477,682	370,752,259	3,012,017
Intangible asset, net	-	160,271	1,084,937
<b>Total capital assets</b>	<b>2,477,682</b>	<b>422,249,787</b>	<b>4,127,382</b>
<b>Total noncurrent assets</b>	<b>2,477,682</b>	<b>445,437,765</b>	<b>4,127,382</b>
<b>Total assets</b>	<b>5,357,790</b>	<b>597,236,609</b>	<b>48,362,567</b>
<b>DEFERRED OUTFLOW OF RESOURCES</b>			
Pension related items	560,538	36,543,694	10,843,530
OPEB related items	58,964	3,425,581	1,061,162
<b>Total deferred outflow of resources</b>	<b>\$ 619,502</b>	<b>\$ 39,969,275</b>	<b>\$ 11,904,692</b>

(Continued)

**City of Corona**  
**Statement of Net Position (Continued)**  
**Proprietary Funds**  
**June 30, 2022**

	Business-Type Activities		Governmental
	Enterprise Funds		Activities
	Nonmajor	Total Enterprise Funds	Internal Service Funds
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable and accrued liabilities	\$ 766,357	\$ 9,417,949	\$ 3,011,226
Retention payable	-	702,777	-
Accrued interest	2,940	1,159,100	31,194
Unearned revenue	740,526	1,445,299	-
Deposits payable	380	692,930	-
Claims and judgments, due within one year	-	-	3,332,678
Compensated absences, due within one year	9,605	1,004,936	287,264
Lease payable, due within one year	-	3,317	228,772
Bonds and loan payable, due within one year	58,293	7,116,719	618,570
Total current liabilities	1,578,101	21,543,027	7,509,704
Noncurrent liabilities:			
Advance from other funds	-	181,292,305	-
Claims and judgments, due in more than one year	-	-	18,778,693
Compensated absences, due in more than one year	53,311	344,919	138,626
Lease payable, due in more than one year	-	-	316,245
Bonds and loan payable, due in more than one year	884,590	87,207,880	9,386,665
Net pension liability	314,766	20,520,827	6,089,100
Net other postemployment benefits liability	183,278	10,647,773	3,298,425
Total noncurrent liabilities	1,435,945	300,013,704	38,007,754
<b>Total liabilities</b>	<b>3,014,046</b>	<b>321,556,731</b>	<b>45,517,458</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pension related items	135,850	8,856,631	2,628,010
Other postemployment benefits related items	61,039	3,546,157	1,098,514
Lease	-	4,446,314	-
<b>Total deferred inflows of resources</b>	<b>196,889</b>	<b>16,849,102</b>	<b>3,726,524</b>
<b>NET POSITION</b>			
Net investment in capital assets	2,477,682	365,081,077	3,582,365
Restricted:			
Debt service	-	509,441	-
Transportation and public works	255,544	255,544	-
Development projects	-	855,624	-
Unrestricted (deficit)	33,131	(67,901,635)	7,440,912
<b>Total net position</b>	<b>\$ 2,766,357</b>	<b>\$ 298,800,051</b>	<b>\$ 11,023,277</b>
Adjustments to reflect the consolidation of internal service fund activities related to the proprietary funds		1,349,049	
<b>Net position of business-type activities</b>		<b>\$ 300,149,100</b>	

(Concluded)

**City of Corona**  
**Statement of Revenues, Expenses, and Changes in Net Position**  
**Proprietary Funds**  
**For the Year Ended June 30, 2022**

	Business-Type Activities		
	Enterprise Funds		
	Corona Utility Authority		
	Water		Electric
	Water	Reclamation	
<b>OPERATING REVENUES:</b>			
Service charges	\$ 60,025,405	\$ 31,610,482	\$ 16,292,045
Intergovernmental	-	-	-
Fees and permits	3,761,147	1,886,696	-
Fines and penalties	231,125	129,884	19,823
Other revenues	942,707	400,867	1,242,635
<b>Total operating revenues</b>	<b>64,960,384</b>	<b>34,027,929</b>	<b>17,554,503</b>
<b>OPERATING EXPENSES:</b>			
Personnel services	8,819,933	4,069,158	2,272,264
Contractual services	4,490,407	2,142,722	563,575
Materials and supplies	31,321,630	15,532,558	2,295,610
Utilities	6,037,175	2,185,013	9,852,188
Depreciation and amortization	8,954,288	5,859,874	399,433
Claim expense	-	-	-
<b>Total operating expenses</b>	<b>59,623,433</b>	<b>29,789,325</b>	<b>15,383,070</b>
<b>OPERATING INCOME (LOSS)</b>	<b>5,336,951</b>	<b>4,238,604</b>	<b>2,171,433</b>
<b>NONOPERATING REVENUES (EXPENSES):</b>			
Intergovernmental	1,975,850	754,832	236,744
Investment loss	(833,872)	(2,731,404)	(870,917)
Interest expense	(4,393,518)	(2,447,012)	(229,491)
Gain on sale of capital assets	-	-	-
Gain on investment in joint venture	-	1,046,197	-
<b>Total nonoperating revenues (expenses)</b>	<b>(3,251,540)</b>	<b>(3,377,387)</b>	<b>(863,664)</b>
<b>CAPITAL CONTRIBUTIONS:</b>			
Capital grants and contributions	1,162,535	731,472	-
Capital contributions	(109,748)	-	-
<b>Total capital contributions</b>	<b>1,052,787</b>	<b>731,472</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>3,138,198</b>	<b>1,592,689</b>	<b>1,307,769</b>
<b>NET POSITION:</b>			
Beginning of year, as restated (Note 18)	130,197,103	133,557,132	26,240,803
End of year	<u>\$ 133,335,301</u>	<u>\$ 135,149,821</u>	<u>\$ 27,548,572</u>

**City of Corona**  
**Statement of Revenues, Expenses, and Changes in Net Position (Continued)**  
**Proprietary Funds**  
**For the Year Ended June 30, 2022**

	Business-Type Activities		Governmental
	Enterprise Funds		Activities -
	Nonmajor	Total Enterprise Funds	Internal Service Funds
<b>OPERATING REVENUES:</b>			
Service charges	\$ -	\$ 107,927,932	\$ 22,375,706
Intergovernmental	2,055,243	2,055,243	-
Fees and permits	38,390	5,686,233	-
Fines and penalties	23,150	403,982	-
Other revenues	619,376	3,205,585	722,327
<b>Total operating revenues</b>	<b>2,736,159</b>	<b>119,278,975</b>	<b>23,098,033</b>
<b>OPERATING EXPENSES:</b>			
Personnel services	251,138	15,412,493	4,564,907
Contractual services	1,799,035	8,995,739	4,599,578
Materials and supplies	457,868	49,607,666	3,183,428
Utilities	167,559	18,241,935	1,685,917
Depreciation	676,238	15,889,833	1,306,774
Claim expense	-	-	6,780,657
<b>Total operating expenses</b>	<b>3,351,838</b>	<b>108,147,666</b>	<b>22,121,261</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(615,679)</b>	<b>11,131,309</b>	<b>976,772</b>
<b>NONOPERATING REVENUES (EXPENSES):</b>			
Intergovernmental	40,119	3,007,545	-
Investment earnings	(96,912)	(4,533,105)	-
Interest expense	(12,810)	(7,082,831)	(160,116)
Gain on sale of capital assets	-	-	120,753
Gain on investment in joint venture	-	1,046,197	-
<b>Total nonoperating revenues (expenses)</b>	<b>(69,603)</b>	<b>(7,562,194)</b>	<b>(39,363)</b>
<b>TRANSFERS AND CAPITAL CONTRIBUTIONS:</b>			
Capital grants and contributions	-	1,894,007	-
Capital contributions	-	(109,748)	-
<b>Total capital contributions and transfers</b>	<b>-</b>	<b>1,784,259</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>(685,282)</b>	<b>5,353,374</b>	<b>937,409</b>
<b>NET POSITION:</b>			
Beginning of year	3,451,639	293,446,677	10,085,868
End of year	\$ 2,766,357	\$ 298,800,051	\$ 11,023,277
<b>Adjustments to reflect the consolidation of internal service fund activities related to the proprietary funds</b>		967,775	
<b>Changes in net position of business-type activities</b>		<b>\$ 6,321,149</b>	

**City of Corona**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**For the Year Ended June 30, 2022**

	Business-Type Activities		
	Enterprise Funds		
	Corona Utility Authority		
	Water	Water reclamation	Electric
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Cash receipts from customers and users	\$ 64,204,444	\$ 34,205,610	\$ 17,304,475
Cash paid to suppliers for goods and services	(42,555,347)	(18,797,579)	(13,101,096)
Cash paid to employees for services	(30,108,330)	(17,675,774)	(6,587,514)
Cash paid for insurance or claims	-	-	-
<b>Net cash (used in) operating activities</b>	<b>(8,459,233)</b>	<b>(2,267,743)</b>	<b>(2,384,135)</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>			
Intergovernmental grant received	2,156,876	775,275	236,744
Proceed from pension obligation bonds	21,833,912	12,257,298	4,886,857
Principal paid on pension obligation bonds	(1,334,629)	(749,244)	(298,716)
Interest paid on pension obligation bonds	(214,584)	(120,465)	(48,028)
<b>Net cash provided by noncapital financing activities</b>	<b>22,441,575</b>	<b>12,162,864</b>	<b>4,776,857</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>			
Acquisition of capital assets	(8,620,756)	(6,236,165)	(70,280)
Proceed from sale of capital assets	-	-	-
Repayment of capital advances from other funds	-	-	(1,020,217)
Receipt of repayment for advances to other funds	-	-	260,948
Principal paid on long-term debt	(3,720,679)	(936,773)	-
Interest paid on long-term debt	(4,264,200)	(2,323,256)	(194,589)
<b>Net cash (used in) capital and related financing activities</b>	<b>(16,605,635)</b>	<b>(9,496,194)</b>	<b>(1,024,138)</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Investment loss	(865,659)	(2,691,985)	(865,078)
Investment in joint venture	-	(1,903,190)	-
<b>Net cash (used in) investing activities</b>	<b>(865,659)</b>	<b>(4,595,175)</b>	<b>(865,078)</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>(3,488,952)</b>	<b>(4,196,248)</b>	<b>503,506</b>
<b>CASH AND CASH EQUIVALENTS:</b>			
Beginning of year	33,181,040	79,724,735	24,655,635
End of year	<u>\$ 29,692,088</u>	<u>\$ 75,528,487</u>	<u>\$ 25,159,141</u>
<b>CASH AND CASH EQUIVALENTS:</b>			
Cash and investment	\$ 29,379,363	\$ 75,008,149	\$ 24,582,387
Restricted cash and investment, current	312,725	10,897	576,754
Restricted cash and investment, noncurrent	-	509,441	-
<b>Total cash and cash equivalents</b>	<b>\$ 29,692,088</b>	<b>\$ 75,528,487</b>	<b>\$ 25,159,141</b>
<b>NONCASH ITEMS:</b>			
Capital contribution	<u>\$ (109,748)</u>	<u>\$ -</u>	<u>\$ -</u>

(Continued)

**City of Corona**  
**Statement of Cash Flows (Continued)**  
**Proprietary Funds**  
**For the Year Ended June 30, 2022**

	Business-Type Activities		
	Enterprise Funds		
	Corona Utility Authority		
	Water	Water reclamation	Electric
<b>INCOME (LOSS) TO NET CASH (USED IN)</b>			
<b>OPERATING ACTIVITIES:</b>			
Operating income (loss)	\$ 5,336,951	\$ 4,238,604	\$ 2,171,433
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:			
Depreciation	8,954,288	5,859,874	399,433
Change in assets and liabilities:			
(Increase) decrease in accounts receivable	(280,094)	177,681	(265,067)
(Increase) decrease in due from other government	-	-	-
(Increase) decrease in inventories and prepaid items	87,234	-	21
(Increase) decrease in deposits	-	-	9,028
(Increase) decrease in lease receivable	316,012	-	-
(Increase) decrease in deferred outflows of resources related to pension	(16,807,409)	(10,829,917)	(3,342,999)
(Increase) decrease in deferred outflows of resources related to OPEB	(657,283)	(417,560)	(104,184)
Increase (decrease) in accounts payable and accrued liabilities	(773,252)	805,422	(450,092)
Increase (decrease) in deposits payable	(372,900)	-	15,039
Increase (decrease) in unearned revenue	-	-	-
Increase (decrease) in compensated absences	(4,007)	60,373	58,287
Increase (decrease) in claims payable	-	-	-
Increase (decrease) in net pension liabilities	(8,264,221)	(5,025,442)	(1,721,228)
Increase (decrease) in OPEB liabilities	(861,440)	(487,495)	(213,606)
Increase (decrease) in deferred inflows of resources related to pension	4,735,697	3,040,254	944,830
Increase (decrease) in deferred inflows of resources related to OPEB	550,149	310,463	114,970
Increase (decrease) in deferred inflows of resources related to leases	(418,958)	-	-
Total adjustment	(13,796,184)	(6,506,347)	(4,555,568)
<b>Net cash (used in) operating activities</b>	<b>\$ (8,459,233)</b>	<b>\$ (2,267,743)</b>	<b>\$ (2,384,135)</b>

(Continued)

**City of Corona**  
**Statement of Cash Flows (Continued)**  
**Proprietary Funds**  
**For the Year Ended June 30, 2022**

	Business-Type Activities Enterprise Funds		Governmental Activities -
	Nonmajor	Total Enterprise Funds	Internal Service Funds
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Cash receipts from customers and users	\$ 3,124,467	\$ 118,838,996	\$ 23,090,634
Cash paid to suppliers for goods and services	(2,785,552)	(77,239,574)	(7,036,696)
Cash paid to employees for services	(1,260,965)	(55,632,583)	(15,164,805)
Cash paid for insurance or claims	-	-	(5,992,027)
Net cash (used in) operating activities	(922,050)	(14,033,161)	(5,102,894)
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>			
Intergovernmental grant received	5,224	3,174,119	644
Proceed from pension obligation bonds	1,004,270	39,982,337	10,656,635
Principal paid on pension obligation bonds	(61,387)	(2,443,976)	(651,400)
Interest paid on pension obligation bonds	(9,870)	(392,947)	(106,435)
Net cash provided by noncapital financing activities	938,237	40,319,533	9,899,444
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>			
Acquisition of capital assets	(38,081)	(14,965,282)	(547,540)
Proceed from sale of capital assets	-	-	129,657
Repayment of capital advances from other funds	-	(1,020,217)	-
Repayment of advances to other funds	-	260,948	-
Principal paid on long-term debt	-	(4,657,452)	(448,882)
Interest paid on long-term debt	-	(6,782,045)	(22,487)
Net cash (used in) capital and related financing activities	(38,081)	(27,164,048)	(889,252)
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Investment loss	(95,704)	(4,518,426)	-
Investment in joint venture	-	(1,903,190)	-
Net cash (used in) investing activities	(95,704)	(6,421,616)	-
Net increase (decrease) in cash and cash equivalents	(117,598)	(7,299,292)	3,907,298
<b>CASH AND CASH EQUIVALENTS:</b>			
Beginning of year	2,528,851	140,090,261	40,045,499
End of year	\$ 2,411,253	\$ 132,790,969	\$ 43,952,797
<b>CASH AND CASH EQUIVALENTS:</b>			
Cash and investment	\$ 2,155,709	\$ 131,125,608	\$ 43,952,797
Restricted cash and investment, current	255,544	1,155,920	-
Restricted cash and investment, noncurrent	-	509,441	-
Total cash and cash equivalents	\$ 2,411,253	\$ 132,790,969	\$ 43,952,797
<b>NONCASH ITEMS:</b>			
Capital contribution	\$ -	\$ (109,748)	\$ -

(Continued)

**City of Corona**  
**Statement of Cash Flows (Continued)**  
**Proprietary Funds**  
**For the Year Ended June 30, 2022**

	Business-Type Activities		Governmental
	Enterprise Funds		Activities -
	Nonmajor	Total Enterprise Funds	Internal Service Funds
<b>INCOME (LOSS) TO NET CASH (USED IN)</b>			
<b>OPERATING ACTIVITIES:</b>			
Operating income (loss)	\$ (615,679)	\$ 11,131,309	\$ 976,772
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:			
Depreciation	676,238	15,889,833	1,306,774
Change in assets and liabilities:			
(Increase) decrease in accounts receivable	(16,018)	(383,498)	(7,399)
(Increase) decrease in due from other government	238,968	238,968	-
(Increase) decrease in inventories and prepaid items	-	87,255	752,659
(Increase) decrease in deposits	-	9,028	-
(Increase) decrease in lease receivable	-	316,012	-
(Increase) decrease in deferred outflows of resources related to pension	(426,223)	(31,406,548)	(9,430,732)
(Increase) decrease in deferred outflows of resources related to OPEB	(10,997)	(1,190,024)	(451,847)
Increase (decrease) in accounts payable and accrued liabilities	(361,491)	(779,413)	1,708,503
Increase (decrease) in deposits payable	-	(357,861)	-
Increase (decrease) in unearned revenue	165,358	165,358	-
Increase (decrease) in compensated absences	(1,285)	113,368	106,025
Increase (decrease) in claims payable	-	-	788,630
Increase (decrease) in net pension liabilities	(630,734)	(15,641,625)	(3,856,158)
Increase (decrease) in OPEB liabilities	(84,605)	(1,647,146)	(27,022)
Increase (decrease) in deferred inflows of resources related to pension	135,850	8,856,631	2,628,010
Increase (decrease) in deferred inflows of resources related to OPEB	8,568	984,150	402,891
Increase (decrease) in deferred inflows of resources related to leases	-	(418,958)	-
Total adjustment	(306,371)	(25,164,470)	(6,079,666)
<b>Net cash (used in) operating activities</b>	<b>\$ (922,050)</b>	<b>\$ (14,033,161)</b>	<b>\$ (5,102,894)</b>

(Concluded)



## **FIDUCIARY FUND FINANCIAL STATEMENTS**



**City of Corona**  
**Statement of Fiduciary Net Position**  
**Fiduciary Funds**  
**June 30, 2022**

	Private-Purpose Trust Fund	
	Successor Agency Trust Fund	Custodial Funds
<b>ASSETS</b>		
Cash and investments	\$ 4,841,812	\$ 2,722,262
Interest receivable	-	7,151
Due from other governments	-	191,648
Restricted:		
Cash and investments with fiscal agent	6,457,864	11,967,986
<b>Total assets</b>	<b>11,299,676</b>	<b>14,889,047</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Pension related items	69,413	-
OPEB related items	49,704	-
<b>Total deferred outflows of resources</b>	<b>119,117</b>	<b>-</b>
<b>LIABILITIES</b>		
Current liabilities:		
Accounts payable and accrued liabilities	701	268
Retention payable	3,203	-
Interest payable	608,932	-
Deposits payable	-	62,059
Due to other governments	924,790	-
Bonds payable, due within one year	3,954,458	-
Noncurrent liabilities:		
Bonds payable, due in more than one year	34,624,944	-
Net pension liability	38,978	-
Net OPEB liability	154,495	-
<b>Total liabilities</b>	<b>40,310,501</b>	<b>62,327</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Pension related	16,823	
OPEB related items	51,453	-
<b>Total deferred inflows of resources</b>	<b>68,276</b>	<b>-</b>
<b>NET POSITION</b>		
Held for:		
Held in trust	(28,959,984)	-
Organization and other governments	-	14,826,720
<b>Total net position (deficit)</b>	<b>\$ (28,959,984)</b>	<b>\$ 14,826,720</b>

**City of Corona**  
**Statement of Changes in Fiduciary Net Position**  
**Fiduciary Funds**  
**For the Year Ended June 30, 2022**

	Private-Purpose Trust Fund Successor Agency Trust Fund	Custodial Funds
<b>ADDITIONS:</b>		
Redevelopment property tax trust fund	\$ 9,183,265	\$ -
Assessment revenue	-	7,222,042
Investment earning	6,488	(78,753)
Other revenue	90	-
<b>Total additions</b>	<u>9,189,843</u>	<u>7,143,289</u>
<b>DEDUCTIONS:</b>		
Administrative expenses	13,259	-
Developer payments	1,617,107	46,921
Payments for district expenses	-	385,638
Payments for district debt service	2,511,897	6,474,808
<b>Total deductions</b>	<u>4,142,263</u>	<u>6,907,367</u>
<b>Change in net position</b>	<u>5,047,580</u>	<u>235,922</u>
<b>NET POSITION :</b>		
Beginning of year	<u>(34,007,564)</u>	<u>14,590,798</u>
End of year	<u><u>\$ (28,959,984)</u></u>	<u><u>\$ 14,826,720</u></u>

## **NOTES TO THE BASIC FINANCIAL STATEMENTS**



**City of Corona**  
**Index to the Notes to the Basic Financial Statements**  
**For the Year Ended June 30, 2022**

---

<b>Note 1 – Summary of Significant Accounting Policies .....</b>	<b>63</b>
A. Financial Reporting Entity .....	63
B. Basis of Accounting and Measurement Focus .....	64
C. Cash, Cash Equivalents and Investments .....	67
D. Cash and Investments with Fiscal Agents .....	68
E. Fair Value Measurement .....	68
F. Interfund Transactions.....	68
G. Inventories and Prepaid Items .....	69
H. Lease Receivables .....	69
I. Capital Assets.....	69
J. Deferred Outflows and Inflows of Resources .....	71
K. Unearned and Unavailable Revenue .....	71
L. Compensated Absences.....	71
M. Claims Payable.....	71
N. Lease Liabilities .....	72
O. Long-Term Debt.....	72
P. Pensions.....	72
Q. Other Postemployment Benefits (“OPEB”) .....	73
R. Property Taxes .....	73
S. Net Position and Fund Balances.....	74
T. Spending Policy .....	75
U. Use of Estimates.....	76
V. Implementation of New GASB Pronouncement.....	76
<b>Note 2 – Stewardship, Compliance and Accountability .....</b>	<b>76</b>
<b>Note 3 – Cash and Investments.....</b>	<b>76</b>
A. Deposits.....	77
B. Investments .....	78
C. Local Agency Investment Fund (“LAIF”) .....	78
D. Fair Value Measurement .....	79
E. Risk Disclosures.....	79
<b>Note 4 – Investment in Joint Venture .....</b>	<b>81</b>
<b>Note 5 – Land Held for Resale.....</b>	<b>82</b>
<b>Note 6 – Long-Term Receivables.....</b>	<b>82</b>
<b>Note 7 – Lease Receivables.....</b>	<b>83</b>
<b>Note 8 – Interfund Transactions.....</b>	<b>84</b>
A. Government-Wide Financial Statements .....	84
B. Fund Financial Statements .....	87

**City of Corona**  
**Index to the Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

<b>Note 9 – Capital Assets .....</b>	<b>89</b>
A. Governmental Activities .....	89
B. Business-Type Activities .....	90
C. Infrastructure Assets.....	91
D. Construction in Progress and Capital Project Commitments .....	91
<b>Note 10 – Compensated Absences .....</b>	<b>92</b>
<b>Note 11 – Long-Term Liabilities.....</b>	<b>92</b>
A. Governmental Activities .....	92
B. Business-Type Activities.....	95
C. Fiduciary Funds.....	99
D. Non-City Obligations .....	101
E. Conduit Debt Obligations.....	103
F. Bond Requirement .....	103
<b>Note 12 – Risk Management .....</b>	<b>103</b>
A. Workers’ Compensation Insurance .....	103
B. General Liability Insurance.....	104
C. Property Losses (Excluding Earthquake or Flood) .....	104
D. Adequacy of Coverage.....	104
<b>Note 13 – Pension Plan .....</b>	<b>104</b>
A. General Information about the Pension Plan.....	104
B. Net Pension Liability.....	106
C. Changes in the Net Pension Liability .....	108
D. Pension Expense, Deferred Outflows and Inflows of Resources Related to Pensions.....	110
<b>Note 14 – Other Postemployment Benefits (“OPEB”).....</b>	<b>112</b>
A. General Information about the OPEB Plan .....	112
B. Net OPEB Liability .....	113
C. Changes in the Net OPEB Liability .....	114
<b>Note 15 – Classification of Fund Balances .....</b>	<b>116</b>
<b>Note 16 – Commitments and Contingencies .....</b>	<b>116</b>
<b>Note 17 – Tax Abatement.....</b>	<b>117</b>
<b>Note 18 – Restatement of Beginning Net Position and Fund Balance.....</b>	<b>118</b>
<b>Note 19 – Net Investment in Capital Assets.....</b>	<b>119</b>

**City of Corona**  
**Notes to the Basic Financial Statements**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies**

The basic financial statements of the City of Corona, California, (the “City”) have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) as applied to governmental agencies. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the significant policies:

**A. Financial Reporting Entity**

The City of Corona was incorporated in 1896 under the general laws of the State of California. The City operates under a Council-Manager form of government. Five Corona citizens make up the Corona City Council and each is elected to a four-year term of office. The Mayor is appointed annually by and from the City Council. The City provides full services to its citizens, including: public safety (police and fire), streets, electric, public library, recreation, parks and other public facilities, planning and zoning, public transportation (Dial-A-Ride and Corona Cruiser programs), housing and economic development programs. Water and water reclamation services are provided through the legally separate Corona Utility Authority, which functions as a department of the City of Corona.

The financial statements include the financial activities of the City of Corona, the primary government, and its component units, which are the Corona Public Financing Authority (the “CPFA”), the Corona Utility Authority (the “Authority”), and the Corona Housing Authority (the “CHA”). Financial information for the City and these component units are accounted for in the accompanying financial statements in accordance with principles defining the governmental reporting entity adopted by the Governmental Accounting Standards Board. The City Council members, in separate session, serve as the governing board of the CPFA, the Authority, and the CHA, as such, these entities are presented on a blended basis.

*Blended Component Unit*

Management determined that the following component unit should be blended based on the criteria above:

Although the following is legally separate from the City, it has been “blended” as though it is part of the City because the component unit’s governing body is substantially the same as the City’s and there is a financial benefit or burden relationship between the City and the component unit; management of the City has operational responsibilities for the component unit; and/or the component unit provides services entirely, or almost entirely, to the City or otherwise exclusively, or almost exclusively, benefits the City, even though it does not provide services directly to it.

*The Corona Public Financing Authority (the “CPFA”)* is a joint powers authority organized under Section 6500 et seq. of the California Government Code on June 21, 1989, between the City and the former Corona Redevelopment Agency (the “Agency”) for the purpose of acting as a vehicle for various financing activities of the City and the Agency. Upon dissolution of the former Corona Redevelopment Agency, the Authority becomes a public body duly organized and existing under the Amended and Restated Joint Exercise of Powers Agreement, dated February 6, 2013, by and among the City, the Corona Housing Authority and the Successor Agency to the Corona Redevelopment Agency, and under the Constitution and laws of the State. The Authority was formed for the purpose of assisting the City in the financing and refinancing of public capital improvements by exercising the powers referred to in the JPA Agreement, including the power to issue bonds to pay the costs of public improvements. The CPFA's Board of Directors is the Corona City Council. The funds of the CPFA have been included in the governmental activities in the financial statements. Funds related to debt issued for proprietary activities are included in the business-type activities. Separate financial statements are not prepared.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

**A. Financial Reporting Entity (Continued)**

The Corona Utility Authority (the “CUA”) is a joint powers authority which was established on February 6, 2002 pursuant to a Joint Exercise of Powers Agreement between the City and the Agency in accordance with the Joint Powers Law (Articles 1 through 4 of Chapter 5, Division 7, Title 1 of the California Government Code) for the purpose of assisting the City in the leasing of the water and water reclamation utility systems. The Authority's Officers are the Corona City Council and the City's executive management. The funds of the Authority have been included in the business-type activities in the financial statements. Separate financial statements are not prepared.

The Corona Housing Authority (the “CHA”) was established on February 16, 2011, pursuant to the California Housing Authority Law codified under State of California Health and Safety Code, Section 34200 et seq. The City Council became the commissioners of governing board of the CHA. The CHA was formed for purposes of providing sanitary and safe housing for people of very low, low or moderate income within the City's territorial jurisdiction. This is achieved by building, acquiring, managing and maintaining residential rental units and providing financial assistance for rentals or ownership in the private real estate market. City staff provides management assistance to the CHA. Upon the dissolution of the former Corona Redevelopment Agency pursuant to Assembly Bill X1 26, the CHA elected to become the successor agency to the former Corona Redevelopment Agency's housing functions (the “Housing Successor”). Pursuant to Senate Bill 341, the CHA oversees the Low- and Moderate-Income Housing Asset fund. The funds of the CHA have been included in the governmental activities in the financial statements. Separate financial statements are not prepared.

The City had no discretely presented component units.

**B. Basis of Accounting and Measurement Focus**

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. City resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements

The Government-Wide Financial Statements are presented on an “*economic resources*” measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets and liabilities, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. On an accrual basis, revenue from sales taxes is recognized in the period in which the taxable sale takes place. Revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. Fiduciary activities are not included in these statements.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***B. Basis of Accounting and Measurement Focus (Continued)***

*Government-Wide Financial Statements (Continued)*

Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Certain eliminations have been made in regards to interfund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Due from and to other funds
- Advances to and from other funds
- Transfers in and out

*Governmental Fund Financial Statements*

A Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances are presented for all major governmental funds and aggregated nonmajor funds. Accompanying schedules are presented to reconcile and explain the differences in fund balances as presented in these statements, to the net position presented in the government-wide financial statements. The City has presented all major funds that met the applicable criteria.

All governmental funds are accounted for on a spending or “current financial resources” measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures and Change in Fund Balances presents increases (revenue and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both “measurable” and “available” to finance expenditures of the current period.

Revenues are recorded when received in cash, except those revenues subject to accrual (generally 60 days after year-end) are recognized when due. However, the City has adopted a 12-month recognition period for sales tax and grant revenues. Also, the City accrued AQMD funds received after the 60-day accrual period. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property taxes, sales taxes, federal and state grants. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

The City reports the following major governmental funds:

- The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- The Low Mod Income Housing Asset (Housing Successor) Capital Projects Fund accounts for the transactions related to low- and moderate-income housing activities pursuant to SB 341 and as prescribed in the Housing Element of the City's General Plan.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***B. Basis of Accounting and Measurement Focus (Continued)***

*Governmental Fund Financial Statements (Continued)*

- The Development Special Revenue Funds are used to account for Quimby and various development impact fees (DIF) received. The use of DIF funds is governed by Section 66006 of the Government Code.

*Proprietary Fund Financial Statements*

Proprietary funds are accounted for using the “*economic resources*” measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the Water, Water Reclamation, Electric, Transit, and Airport funds are charges to customers for sales and services. Operating expenses for the proprietary funds include the costs of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

A separate column representing internal service funds is also presented in these statements. However, internal service balances and activities have been combined with the governmental activities and business-type activities in the Government-Wide Financial Statements. The City’s internal service funds include five individual funds which provide services directly to other City funds. These areas of service include fleet operations, workers’ compensation, liability risk, warehouse, and information technology. These funds provide service to other City departments on a cost reimbursement basis.

The City reports the following major proprietary funds:

- Water Enterprise Fund - accounts for the operation and maintenance of the City's water utility, a self-supporting activity which provides services on a user charge basis to residents and businesses located in the City.
- Water Reclamation Enterprise Fund - accounts for the operation and maintenance of the City's water reclamation utility, a self-supporting activity which provides services on a user charge basis to residents and businesses located in the City.
- Electric Enterprise Fund - account for the operation of the City's electric utility distribution system, a self-supporting activity which renders services on a user charge basis to businesses as well as residents located in the City.

Both the Water and the Water Reclamation utilities are owned by the Authority. The Authority operates both the Water and Water Reclamation systems pursuant to separate management agreements with the City.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***B. Basis of Accounting and Measurement Focus (Continued)***

*Proprietary Fund Financial Statements (Continued)*

A separate column representing internal service funds is also presented in these statements. However, internal service balances and activities have been combined with the governmental activities in the Government-Wide Financial Statements. The City has Fleet Operation, Workers' Compensation, Liability Risk, Warehouse, Information Technology Internal Service Funds that provide services directly to other City funds.

*Fiduciary Fund Financial Statements*

Fiduciary fund financial statements include a Statement of Net Position and a Statement of Changes in Fiduciary Net Position. The City's fiduciary funds represent custodial funds and private purpose trust funds. Both custodial funds and the private purpose trust funds are accounted for on the full accrual basis of accounting where the assets associated with the activity are controlled by the City and the assets are not derived 1) solely from the government's own-source revenues or 2) from government-mandated nonexchange transactions or voluntary nonexchange transactions.

The City reports the following two types of fiduciary funds:

*Private-Purpose Trust Fund* - The Successor Agency Trust for the former Corona Redevelopment Agency (Successor Agency) was established on February 1, 2012 in accordance to the Assembly Bill X1 26 that provides for the dissolution of all redevelopment agencies in the State of California. The establishment of the Successor Agency was approved by the City Council on January 11, 2012 through City Resolution No. 2012-004. Effective February 1, 2012, successor agencies in California will only be allocated revenue in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the prior redevelopment agency have been paid in full and all assets have been liquidated. The activities of the Successor Agency are reported in a fiduciary fund (private-purpose trust fund) in the financial statements of the City.

*Custodial Funds* - To account for assets for the benefit of organizations or other governments that are not part of the City. In addition, the assets are not derived from the City's provision of goods or services to those individuals, organizations, or other governments. Two funds are reported under the custodial fund type, the AD/CFD Fund and the AB109 PACT Fund. The AD/CFD Fund was established to account for receipt of special taxes and assessments used to pay principal and interest on related bonds that are not direct City liabilities, as well as receipt and disbursement of capital project bond proceeds related to bonds that are not direct obligations of the City. The AB109 PACT Fund was created on December 16, 2015 to account for activities of the Riverside County Post-Release Accountability and Compliance Team (PACT). The City of Corona is one of the seven member agencies of PACT, and serves as the trustee for PACT. Funding for PACT comes from the State of California in accordance with AB 109, Public Safety Realignment Act of 2011.

***C. Cash, Cash Equivalents and Investments***

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from the date of acquisition. The City pools cash resources of its various funds, including the Successor Agency Private Purpose Trust Fund to facilitate cash management. Cash in excess of current requirements is invested and reported as investments. It is the City's intent to hold investments until maturity. However, the City may, in response to market conditions, sell investments prior to maturity in order to improve the quality, liquidity or yield of the portfolio. Interest earnings are apportioned among funds each month based on ending cash and investment balances of each fund.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

**C. Cash, Cash Equivalents and Investments (Continued)**

All cash and investments of proprietary funds are held in the City's investment pool as well. These cash pools have the general characteristics of a demand deposit account, therefore, all cash and investments in the proprietary funds are considered cash and cash equivalents for Statement of Cash Flows purposes.

Highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction. In determining the amount, the City uses the market approach, one of the three acceptable valuation techniques. Market approach uses prices generated for identical or similar assets or liabilities.

The City participates in the Local Agency Investment Fund ("LAIF"), an investment pool managed by the State of California. LAIF has invested a portion of the pool funds in structured notes and asset-backed securities. LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments. In addition, these structured notes and asset-backed securities are subject to market risk as a result of changes in interest rates. All investments in LAIF were reported at amortized cost, which approximates fair value.

**D. Cash and Investments with Fiscal Agents**

Cash and investments with fiscal agents are restricted for the redemption of bonded debt and for acquisition and construction of capital projects.

**E. Fair Value Measurement**

U.S. GAAP defines fair value, establishes a framework for measuring fair value and establishes disclosure about fair value measurement. Investments, unless otherwise specified at fair value in the financial statements, are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Levels of inputs are as follows:

- Level 1 – Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets at the measurement date.
- Level 2 – Inputs, other than quoted prices included in Level 1, that are observable for the assets or liabilities through corroboration with market data at the measurement date.
- Level 3 – Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the assets or liabilities at the measurement date.

**F. Interfund Transactions**

Outstanding short-term borrowing between funds are reported to as "due from/to other funds". Interfund loans are reported as advances to and from other funds and are eliminated upon consolidation. Advances to other funds are presented as nonspendable in General Fund's fund balance to indicate that they are not in a spendable form. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Interfund services provided are treated as revenues and expenses. Administrative overhead charges included with centralized expenses charged by the General Fund are included in the direct expenses of enterprise activities. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or between proprietary funds are eliminated as part of the reconciliation to the government-wide financial statements.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***G. Inventories and Prepaid Items***

Inventories within the various fund types consist of materials and supplies which are valued at cost on a first-in, first-out basis. Reported expenditures reflect the consumption method of recognizing inventory-related expenditures.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements by using purchase method.

A nonspendable fund balance has been reported in the governmental funds to show that inventories and prepaid items do not constitute “available spendable resources,” even though they are a component of current assets.

***H. Lease Receivable***

The City is a lessor for leases of land and recognizes lease receivables and deferred inflows of resources in the financial statements. Variable payments based on future performance or usage of the underlying asset are not included in the measurement of the lease receivable.

At the commencement of a lease, the lease receivable is measured at the present value of payments expected to be received during the lease term. The City established a threshold of \$200,000 for lease receivables. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflows of resources are initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflows of resources are recognized as revenue over the life of the lease term in a systematic and rational method.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses incremental borrowing rate (IBR) provided by the financial institution at July 1, 2021 for existing leases or the current rate at the time a new lease is executed.
- The lease term includes the noncancelable period of the lease plus any option periods that are likely to be exercised.
- Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

***I. Capital Assets***

In the Government-Wide Financial Statements, capital assets are recorded at cost where historical records are available and at an estimated original cost where no historical records exist. Donated capital assets are valued at their acquisition value. City policy has set the capitalization threshold for reporting capital assets at \$25,000 for non-infrastructure items and \$100,000 for infrastructure.

The City defines infrastructure assets as the basic physical assets that allow the City to function. The assets include the street system, water purification and distribution system, sewer collection and treatment system, park and recreation lands and improvement system, storm water conveyance system, and buildings combined with the site amenities such as parking and landscaped areas used by the City in the conduct of its business.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***I. Capital Assets (Continued)***

Each major infrastructure system can be divided into subsystems. For example, the street system can be subdivided into pavement, curb and gutters, sidewalks, medians, streetlights, landscaping and land. These subsystems were not delineated in the basic financial statements. The appropriate operating department maintains information regarding the subsystems.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Capital assets acquired under capital lease are capitalized at the net present value of the total lease payments.

The City elected to use the "modified approach" as defined by GASB Statement No. 34 for infrastructure reporting of its streets, concrete and asphalt pavements. The City commissioned the most recent physical assessment of its street pavement condition in October 2017. The Citywide condition assessments are performed every three years, with each year focusing on specific regions of the City. Each homogeneous segment of City owned street was assigned a physical condition based on 17 potential defects. A Pavement Condition Index (PCI) was assigned to each street segment. The index is expressed in a continuous scale from 0 to 100, where 0 is assigned to the least acceptable physical condition and 100 is assigned to segments of street that have the physical characteristics of a new street. The City's policy relative to maintaining the street assets is to achieve an average rating of 71 for all street segments. This acceptable rating allows minor cracking and raveling of the pavement along with minor roughness that could be noticeable to drivers traveling at the posted speeds. Please refer to the Required Supplementary Information section of this report for additional information on the modified approach.

For all other infrastructure systems, the City elected to use the "basic approach" as defined by GASB Statement No. 34 for infrastructure reporting. The City commissioned an appraisal of City owned infrastructure and property as of June 30, 1999 and has completed an internal update for June 30, 2019. This appraisal determined the original cost, which is defined as the actual cost to acquire new property in accordance with market prices at the time of first construction/acquisition. Original costs were developed in one of three ways: 1) historical records; 2) standard unit costs appropriate for the construction/acquisition date; or 3) present cost indexed by a reciprocal factor of the price increase from the construction/acquisition date to the current date. The accumulated depreciation, defined as the total depreciation from the date of construction/acquisition to the current date on a straight line, unrecovered cost method was computed using industry accepted life expectancies for each infrastructure subsystem. The book value was then computed by deducting the accumulated depreciation from the original cost.

Capital assets used in operations are depreciated over their estimated useful lives using the straight-line method. The lives used for depreciation purposes are as follows:

<b>Assets</b>	<b>Years</b>
Buildings and improvements	20-50
Computer Software	5
Equipment	3-20
Improvements	20
Infrastructure	25-65

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***I. Capital Assets (Continued)***

The City has a policy to recognize a right-to-use lease asset (lease asset) in the government-wide financial statements and proprietary fund financial statements for lease asset over \$100,000. Lease assets are recorded at the amount of the initial measurement of the lease liabilities and adjusted by any lease payments made to the lessor at or before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term along with any initial direct costs that are ancillary charges necessary to place the lease assets into service. Lease assets are amortized using the straight-line method over the shorter of the lease term or the useful life of the underlying asset, unless the lease contains a purchase option that the City has determined is reasonably certain of being exercised. In this case, the lease asset is amortized over the useful life of the underlying asset.

***J. Deferred Outflows and Inflows of Resources***

The statement of net position reports separate sections for deferred outflows of resources and deferred inflows of resources, when applicable.

Deferred Outflows of Resources represent a consumption of net position that apply to future periods.

Deferred Inflows of Resources represent an acquisition of net position that apply to future periods.

***K. Unearned and Unavailable Revenue***

Unearned revenue is reported for transactions for which revenue has not yet been earned. Typical transactions recorded as unearned revenues in the government-wide financial statements are grant revenues received in advance.

In the governmental fund financial statements, unavailable revenue is reported when transactions have not yet met the revenue recognition criteria based on the modified accrual basis of accounting. The City reports unavailable revenue when an asset is reported in governmental fund financial statements but the revenue is not available.

***L. Compensated Absences***

Under certain circumstances and according to the negotiated labor agreements, employees of the City are allowed to accumulate annual leave. This amount is accrued in the government-wide and proprietary fund statements. These amounts for annual leave are expected to be paid in future years from future resources.

***M. Claims Payable***

Claims payable in the Internal Service Fund represents estimates of claims against the City. The estimated claims payable represents the City's best estimate of the amount to be paid on workers' compensation and general liability claims. Losses for claims incurred but not reported are also recorded if the probable amount of loss can be reasonably estimated. The City is self-insured for general liability and workers' compensation in the amounts of \$500,000 and \$1,000,000 per claim, respectively. Excess coverage is provided by Public Risk Innovation, Solutions, and Management ("PRISM").

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***N. Lease Liabilities***

The City recognizes lease liabilities with an initial, individual value of \$100,000 or more with a lease term greater than one year in the government-wide and proprietary fund financial statements. Variable payments based on future performance of the lessee or usage of the underlying asset are not included in the measurement of the lease liability.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the State generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure any lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

***O. Long-Term Debt***

In the Government-Wide Financial Statements and Proprietary Fund Financial Statements, long-term debt and other long-term obligations are reported as liabilities in the appropriate activities. Bonds payable are reported net of the applicable bond premium or discount. Debt issuance costs except for any portion related to prepaid insurance were recognized as expense in the period incurred. Premium or discount not considered as part of the reacquisition price was amortized over the life of the bond.

The governmental fund financial statements do not present long-term liabilities. Consequently, long-term debt is shown as a reconciling item in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

***P. Pensions***

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

General Fund, Low Mod Income Housing Asset Capital Projects Fund, Residential Refuse Special Revenue Fund, HUD Grants Capital Projects Fund, Planned Local Drainage Capital Projects Fund are typically used to liquidate pension liabilities for governmental funds.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***P. Pensions (Continued)***

The following timeframes are used for pension reporting:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized straight-line over 5 years. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

***Q. Other Postemployment Benefits (“OPEB”)***

For the purpose of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City’s OPEB Plan and additions to/deductions from the OPEB Plan’s fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments, which are reported at amortized cost.

General Fund is typically used to liquidate OPEB liabilities for governmental funds.

The following timeframes are reported OPEB reporting:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. The first amortized amounts are recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. The amortization period differs depending on the sources of gain or loss. The difference between projected and actual earnings is amortized on a straight-line basis over 5 years. All other amounts are amortized on a straight-line basis over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) at the beginning of the measurement period.

***R. Property Taxes***

Under California law, property taxes are assessed and collected by the counties for up to 1% of assessed property value, plus other increases approved by the voters. Property taxes collected are pooled and then allocated to the cities based on complex formulas. Property taxes are assessed, collected and allocated by Riverside County throughout the fiscal year. The following are key dates pertaining to property taxes:

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

**R. Property Taxes (Continued)**

January 1	Lien Date
July 1 to June 30	Levy Date
November 1 and February 1	Due Dates
December 11 and April 11	Delinquent Dates

Property taxes receivable for the governmental fund types, which have been remitted within 60 days subsequent to year end, are considered measurable and available and recognized as revenues. All other property taxes are offset by deferred property tax inflows of resources and, accordingly, have not been recorded as revenue. Taxes are considered past due on the above delinquent dates, at which time the applicable property is subject to lien, and penalties and interest are assessed.

The County of Riverside collects an administration fee from the City and the former Redevelopment Agency for its services. The City receives a percentage of the basic 1% ad valorem tax rate allowed on property within the City of Corona. Property tax rates for the City's general obligation debt are set by the City Council based on assessed valuations and debt service requirements. The assessed valuation is at "full cash value".

**S. Net Position and Fund Balances**

In the Government-Wide Financial Statements and proprietary fund financial statements, net position is classified as follows:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of retention payable and debt that are attributable to the acquisition, construction, or improvement of those assets, and related deferred outflows and inflows of resources, net of unspent debt proceeds.

Restricted – This component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.

Unrestricted – This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

In the Governmental Fund Financial Statements, fund balances are classified as follows:

Nonspendable – Nonspendable fund balances are items that cannot be spent because they are not in spendable form, such as prepaid items and inventories, or items that are legally or contractually required to be maintained intact, such as principal of an endowment or revolving loan funds.

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

Committed – Committed fund balances encompass the portion of net fund resources, the use of which is constrained by limitations that the government imposes upon itself at its highest level of decision making, normally the governing body, and that remain binding unless removed in the same manner. The City Council is considered the highest authority for the City. Adoption of a resolution by the City Council is required to commit resources or to rescind the commitment.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***S. Net Position and Fund Balances (Continued)***

- General Fund Emergency Contingency – The City’s General Fund balance committed for emergency contingencies has been set by resolution and is for specific uses listed as the declaration of a state or federal state of emergency or a local emergency as defined in Corona Municipal Code Section 2.52.020. A state of emergency is the existence of conditions of disasters which may result in property damage, death and or/ injuries to the community. An emergency may also result from natural events that did not result in a request for state or federal assistance.
- Designated Revenues – Designated Revenues are committed by minute action of the City Council. Upon receipt of the revenues and at the request of the specific department, funds may be appropriated for departmental use with the recommendation of the Administrative Services Director, or with approval of City Council, depending on the amount of request.

Assigned – Assigned fund balances encompass the portion of net fund resources reflecting the government’s intended use of resources. Assignment of resources can be done by the highest level of decision making or by a committee or official designated for that purpose. The City Council has authorized by resolution the City Manager or the City Fiscal Officer for that purpose.

Unassigned – This amount is for any portion of the fund balances that do not fall into one of the above categories. The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

***T. Spending Policy***

*Government-Wide Financial Statements and the Proprietary Fund Financial Statements*

When expenses are incurred for purposes for which both restricted and unrestricted components of net position are available, the City’s policy is to apply the restricted component of net position first, then the unrestricted component of net position as needed.

*Governmental Fund Financial Statements*

When expenditures are incurred for purposes for which all restricted, committed, assigned and unassigned fund balances are available, the City’s policy is to apply in the following order, except for instances wherein an ordinance specifies the fund balance:

- Restricted
- Committed
- Assigned
- Unassigned

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***U. Use of Estimates***

The preparation of the basic financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

***V. Implementation of New GASB Pronouncement***

In June 2017, GASB issued Statement No. 87, *Leases* (GASB Statement No. 87), to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The effective date of GASB Statement No. 87 (as amended by GASB Statement No. 95) is for fiscal years beginning after June 15, 2021. Implementation of this Statement resulted in restatement of beginning balance of lease assets (Note 9) and lease liabilities (Note 11) at July 1, 2021.

**Note 2 – Stewardship, Compliance and Accountability**

**Deficit Net Position**

At June 30, 2022, Public Facility Project Capital Projects Funds and Other Grants Special Revenue Funds had deficit fund balances of \$3,301,897 and \$5,002,250. The deficits will be eliminated when reimbursements are received in the future year. The Successor Agency Trust Fund had a deficit net position in the amount of \$28,959,984 and will be eliminated with future redevelopment property trust fund revenue.

**Note 3 – Cash and Investments**

The City maintains a cash and investment pool, which includes cash balances and authorized investments of all funds. Certain restricted funds which are held and invested by independent outside custodians through contractual agreements are not pooled. These restricted funds include cash and investments with fiscal agents.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 3 – Cash and Investments (Continued)**

The City had the following cash and investments at June 30, 2022:

	Government-Wide Statement of Net Position		Fiduciary Fund Statement of Net Position	Total
	Governmental Activities	Business-Type Activities		
Cash and investments	\$ 244,799,766	\$ 131,125,608	\$ 7,564,074	\$ 383,489,448
Restricted cash and investments	38,867,314	1,665,361	18,425,850	58,958,525
<b>Total cash and investments</b>	<b>\$ 283,667,080</b>	<b>\$ 132,790,969</b>	<b>\$ 25,989,924</b>	<b>\$ 442,447,973</b>

The City's cash and investments at June 30, 2022, in more detail:

Deposits with financial institution	\$ 3,736,051
Petty cash	9,449
Custodial cash	30,000,000
<b>Total cash</b>	<b>33,745,500</b>
Investments	389,952,877
Investments with fiscal agent	18,749,596
<b>Total investments</b>	<b>408,702,473</b>
<b>Total cash and investments</b>	<b>\$ 442,447,973</b>

**A. Deposits**

The carrying amounts of the City's demand deposits were \$3,736,051 at June 30, 2022. Bank balances at that date were \$6,176,051, the total amount of which was collateralized or insured with accounts held by the pledging financial institutions in the City's name as discussed below.

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

The market value of pledged securities must equal at least 110% of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total cash deposits. The City may waive collateral requirements for cash deposits, deposits, which are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation ("FDIC"). The City did not waive the collateral requirement for deposits insured by FDIC.

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash and investments is allocated on an accounting period basis to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 3 – Cash and Investments (Continued)**

**B. Investments**

Under the provisions of the City's investment policy, and in accordance with California Government Code, the following investments are authorized:

Authorized Investment Type	Maximum Maturity	Maximum Percentage Allowed	Maximum Investments in One Issuer
United States Treasury Bills, Bonds and Notes	5 Years	None	None
United States Government Sponsored Agency Securities	5 Years	75%	None
Negotiable Certificates of Deposit	3 Years	20%	None
Banker's Acceptance Notes	180 days	20%	25%
Corporate Notes	5 Years	30%	None
Commercial Paper	270 days	25%	10% of the issuer outstanding paper
Local Agency Investment Fund (LAIF)	N/A	None	\$65 million per account
Repurchase Agreement	14 days	10%	None
Mutual Funds	N/A	20%	None
Bonds	N/A	25%	None
Diversified management companies	N/A	10%	None
Non-Government issued Mortgage-backed pass-through securities, collateralized Mortgage obligations and Asset-backed securities	5 years	15% of investing agency's surplus	None
Supernational	5 years		10%

N/A - Not Applicable

**C. Local Agency Investment Fund ("LAIF")**

The City is a participant in LAIF which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City's investments with LAIF at June 30, 2022, included a portion of the pool funds invested in Structured Notes and Asset-Backed Securities:

Structured Notes: debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

Asset-Backed Securities: generally, mortgage-backed securities that entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (for example, Collateralized Mortgage Obligations) or credit card receivables.

As of June 30, 2022, the City had \$91,797,429 invested in LAIF, which had invested 1.88% of the pool investment funds in Structured Notes and Asset-Backed Securities. The fair value of the City's portion in the pool is the same as the value of the pool shares and reported at amortized cost.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 3 – Cash and Investments (Continued)**

**D. Fair Value Measurement**

At June 30, 2022, investments are reported at fair value. The following table presents the fair value measurements of investments on a recurring basis and the levels with GASB 72 fair value hierarchy in which the fair value measurements fall at June 30, 2022:

Investment Type	Measurement Input			Total
	Quoted Prices in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Uncategorized	
Local Agency Investment Fund	\$ -	\$ -	\$ 91,797,429	\$ 91,797,429
Money Market Funds	-	-	3,825,330	3,825,330
United States Government Sponsored				
Enterprise Securities	-	69,692,653	-	69,692,653
US Treasury bills	72,015,403	-	-	72,015,403
Collateralized Mortgage obligation	-	18,951,429	-	18,951,429
Asset Backed Securities	-	39,959,410	-	39,959,410
Corporate Notes	-	78,239,088	-	78,239,088
Negotiable Certificates of Deposit	-	494,257	-	494,257
Municipal Bonds	-	3,318,045	-	3,318,045
Supernational Obligations	-	11,659,833	-	11,659,833
Held by Bond Trustee:				
Money Market Funds	-	-	18,749,596	18,749,596
<b>Total</b>	<b>\$ 72,015,403</b>	<b>\$ 222,314,715</b>	<b>\$ 114,372,355</b>	<b>\$ 408,702,473</b>

**E. Risk Disclosures**

**Interest Rate Risk** - As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy limits investments to a maximum maturity of five years. At June 30, 2022, the City had the following investment maturities:

Investment Type	Remaining Maturity (In Months)			Total
	12 Months or Less	13-24 Months	25-60 Months	
Local Agency Investment Fund	\$ 91,797,429	\$ -	\$ -	\$ 91,797,429
Money Market Funds	3,825,330			3,825,330
United States Government Sponsored				
Enterprise Securities	-	13,965,789	55,726,864	69,692,653
US Treasury bills	-	17,963,623	54,051,780	72,015,403
Collateralized Mortgage obligation	548,810	13,983,060	4,419,559	18,951,429
Asset Backed Securities	-	3,622,531	36,336,879	39,959,410
Corporate Notes	-	11,563,588	66,675,500	78,239,088
Negotiable Certificates of Deposit	494,257	-	-	494,257
Municipal Bonds	-	-	3,318,045	3,318,045
Supernational Obligations	-	-	11,659,833	11,659,833
Held by Bond Trustee:				
Money Market Funds	18,749,596	-	-	18,749,596
<b>Total</b>	<b>\$ 115,415,422</b>	<b>\$ 61,098,591</b>	<b>\$ 232,188,460</b>	<b>\$ 408,702,473</b>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 3 – Cash and Investments (Continued)**

**E. Risk Disclosures (Continued)**

**Credit Risk** – Generally, Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City’s investment policy, or debt agreements, and the actual rating, by Standard and Poor’s and Moody’s at June 30, 2022 for each investment type:

Investment Type	Fair Value at June 30, 2022	Minimum Legal Rating	AAA	Other	Not Required to be Rated
Local Agency Investment Fund	\$ 91,797,429	Not Rated	\$ -	\$ -	\$ 91,797,429
Money Market Funds	3,825,330	N/A	-	-	3,825,330
United States Government Sponsored					
Enterprise Securities	69,692,653	N/A	69,692,653	-	-
US Treasury bills	72,015,403	N/A	72,015,403	-	-
Collateralized Mortgage obligation	18,951,429	AA	18,951,429	-	-
Asset Backed Securities	39,959,410	AA	39,959,410	-	-
Corporate Notes	78,239,088	A	5,615,000	72,624,088	-
Negotiable Certificates of Deposit	494,257	A1/P1	-	494,257	-
Municipal Bonds	3,318,045	A	-	3,318,045	-
Supernational Obligations	11,659,833	AA	11,659,833	-	-
Held by Bond Trustee:					
Money Market Funds	18,749,596	N/A	-	-	18,749,596
<b>Total</b>	<b>\$ 408,702,473</b>		<b>\$ 217,893,728</b>	<b>\$ 76,436,390</b>	<b>\$ 114,372,355</b>

N/A - Not Required

The actual rating for the “Other” Category above as follows:

Investment Type	AA+	AA	AA-	A+	A	A-	Total
Corporate Notes	\$ 9,971,844	\$ 5,142,990	\$ 9,624,393	\$ 12,622,090	\$ 17,527,326	\$ 23,350,445	\$ 78,239,088

**Concentration of Credit Risk**

The City’s investment policy states that the City operates its investment pool with many state and self-imposed constraints. It does not buy stocks and it does not speculate. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in specific maturity, a specific issuer, or a specific class of securities.

The City will diversify its investment by security type, institution and maturity/call dates. The City’s investment policy states that no more than 50% of the City’s total investment portfolio shall be invested in a single security type or with a single financial institution. The only exception to these maturity limits shall be the investment in U.S. Treasury and authorized pools. Unless matched to a specific cash flow, the City shall not directly invest in securities maturing more than five years from the date of purchase.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 3 – Cash and Investments (Continued)**

***E. Risk Disclosures (Continued)***

*Concentration of Credit Risk (Continued)*

At June 30, 2022, investment subject to portfolio restriction in any one issue that represent 5% or more of total City investments is as follows:

Issuers	Investment Type	Amount	Percentage
Federal Home Loan Bank	US Government Sponsored Enterprise Securities	\$ 22,040,523	6%
Federal Home Loan Mortgage Corporation	US Government Sponsored Enterprise Securities	17,921,290	5%
Federal National Mortgage Association	US Government Sponsored Enterprise Securities	29,730,840	8%

*Custodial Credit Risk*

The Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of a third party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of the third party. At June 30, 2022, none of the City's deposits or investments were exposed to custodial credit risk.

**Note 4 – Investment in Joint Venture**

In July 2012, the City entered into an agreement with the Western Riverside County Regional Wastewater Authority (the "WRCRWA") and became a voting member of the WRCRWA. The WRCRWA was formed in 1992 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California relating to the joint exercise of powers common to public agencies, for the purpose of constructing, maintaining, operating, and managing facilities for the collection, transmission, treatment and disposal of wastewater, the reclamation of wastewater, and the use of reclaimed wastewater for any beneficial purpose.

WRCRWA is composed of five member agencies: City of Corona, Jurupa Community Services District, Western Municipal Water District, Home Gardens Sanitary District, and the City of Norco. The member agencies support the operating costs and capital costs through fixed and variable rates established by WRCRWA's Board of Directors. The governing body of WRCRWA is a Board of Directors, which consists of ten individuals, two appointed by each member.

WRCRWA owns and operates a 14 Million Gallons per Day (MGD) tertiary wastewater treatment plant. The plant capacity owned by its member agencies are shown as follows:

Member Agencies	Current MGD
City of Corona	2.62
Jurupa Community Services District	6.00
City of Norco	2.70
Western Municipal Water District	1.93
Home Gardena Sanitary District	0.75
<b>Total</b>	<b>14.00</b>

The City's investment in WRCRWA for the fiscal year ended June 30, 2022 was \$13,211,515.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 4 – Investment in Joint Venture (Continued)**

Unaudited financial information of the Authority for the fiscal year ended June 30, 2022, was summarized as follows:

**Western Riverside County Regional Wastewater Authority Net Position:**

Total assets	\$ 115,874,464
Total liabilities	(61,483,001)
Deferred Inflow of resources	(350,000)
<b>Total net position (deficit)</b>	<b>\$ 54,041,463</b>

**Western Riverside County Regional Wastewater Authority Changes in Net Position:**

Operating revenues	\$ 9,141,794
Operating expenses	(8,718,665)
Operating revenue before depreciation	423,129
Depreciation	(3,978,612)
<b>Operating loss</b>	<b>(3,555,483)</b>
Nonoperating revenue	9,145,851
<b>Change in net position</b>	<b>5,590,368</b>
Beginning net position	48,451,095
Ending net position	<b>\$ 54,041,463</b>

Financial statements of the Authority can be obtained from the WRCRWA office at 450 Alessandro Boulevard, Riverside, California 92517, for audited financial information.

**Note 5 – Land Held for Resale**

Land held for resale consists of real property acquired by the City and held for resale to private developers. The amount recorded as land held for resale and the corresponding fund balance classified as restricted as of June 30, 2022 was \$1,998,648 in the Low Mod Income Housing Asset Capital Projects Fund and \$1,461,000 in the HUD Grants Capital Projects Fund.

**Note 6 – Long-Term Receivables**

At June 30, 2022, the balances of the long-term receivables were as follows:

Governmental Funds	Long-Term Receivable	Loans Receivable	Total
General Fund	\$ 2,099,041	\$ -	\$ 2,099,041
Low Mod Income Housing Assets Capital Projects Fund	9,942,191	7,047,242	16,989,433
Development Special Revenue Funds	1,189,660	328,332	1,517,992
Nonmajor Governmental Funds	1,717,405	4,548,537	6,265,942
<b>Total</b>	<b>\$ 14,948,297</b>	<b>\$ 11,924,111</b>	<b>\$ 26,872,408</b>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 6 – Long-Term Receivables (Continued)**

General Fund

- Various City/former Corona Redevelopment Agency loans totaled \$924,789 as of June 30, 2022. The loans were approved by the Oversight Board on May 30, 2013. Finding of Completion was issued by the California Department of Finance on April 8, 2013. Repayments of these City loans from the Successor Agency were scheduled to commence after Fiscal Year 2014-15 after the SERAF Loan was paid in full.
- Reimbursement receivables from developers for the Temescal Canyon Communications Tower totaling \$229,687.
- Reimbursement receivables from developers for South Corona area Community Facilities Plan totaling \$169,565.
- Notes receivables from developers for the sale of land totaling \$775,000.

Low Mod Income Housing Asset Capital Projects Fund

- Long-term receivables from developers totaling \$9,942,191.
- Loans receivables from developers and homeowners for home improvement loan and first-time home buyer programs totaling \$7,047,242.

Development Special Revenue Funds

- Long-term receivables for deferred fees from developers totaling \$1,189,660.
- Loans receivable from the developers totaling \$328,332.

Nonmajor Governmental Funds

- The nonmajor governmental funds (HUD Grants Capital Projects Fund) reported long-term receivables from developers in the amount of \$1,717,405 for development of low-income housing.
- The nonmajor governmental funds (HUD Grants Capital Projects Fund) reported loans receivable in the amount of \$2,248,537 for residential rehabilitation, home improvement, and first-time home buyer programs.
- The nonmajor governmental funds (Other Grants Capital Projects Funds) reported \$2,300,000 loans receivable from developers for building affordable housing.

**Note 7 – Lease Receivables**

Lease receivables consist of agreements with others for the right-to-use of the underlying assets for land owned by the City at various locations. The remaining terms of the agreements range from 1 to 25 years. The incremental borrowing rate used was 2.98%. For the year ended June 30, 2022, the City recognized \$786,213 and \$418,958 in lease revenue and \$176,086 and \$93,585 in interest revenue for General Fund and Water Enterprise Fund, respectively. The outstanding receivables are in the amounts of \$12,707,362 and \$4,549,260 for General Fund and Water Enterprise Fund, respectively.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 7 – Lease Receivables (Continued)**

The future required payments for these leases, including interest, are as follows:

Year Ending June 30,	Governmental Activities			Business-type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2023	\$ 467,872	\$ 347,432	\$ 815,304	\$ 293,589	\$ 130,511	\$ 424,100
2024	421,187	360,439	781,626	317,309	121,818	439,127
2025	437,760	348,350	786,110	322,186	112,133	434,319
2026	481,733	334,563	816,296	311,781	102,911	414,692
2027	473,722	320,299	794,021	334,423	93,454	427,877
2028-2032	3,004,073	1,360,632	4,364,705	1,264,077	337,587	1,601,664
2033-2037	3,455,411	860,336	4,315,747	885,113	196,184	1,081,297
2038-2042	2,695,982	399,820	3,095,802	523,899	84,901	608,800
2034-2047	1,269,622	84,118	1,353,740	296,883	17,509	314,392
Total	\$ 12,707,362	\$ 4,415,989	\$ 17,123,351	\$ 4,549,260	\$ 1,197,008	\$ 5,746,268

**Note 8 – Interfund Transactions**

**A. Government-Wide Financial Statements**

Internal Balances - At June 30, 2022, the City had the following internal receivable and payable, which represents internal service charges between the governmental activities and business-type activities:

		Internal Receivable
Internal Payable		Governmental Activities
Business-Type Activities	\$	174,731,905

Included in the internal balances are net advances to/from other funds within governmental funds in the amount of \$3,452,610, net of internal services fund activities related to business-type activities in the amount of \$(1,349,049), and the following advances with CUA:

In February 2002, in the year when CUA was formed (See Note 1A), the CUA entered into finance purchase agreement with the City to acquire the City's Water and Water Reclamation facilities (the "Agreements"). The terms of the Agreement are 55 years. The Agreements will terminate on February 6, 2056, at which time the CUA could renew the Agreements of the Water and Water Reclamation facilities. The finance purchased assets of the Water and Water Reclamation facilities were recorded at the City's historical cost, net of accumulated depreciation. The related debt has been recorded accordingly resulting in a principal payable for an amount equal to the net capital assets recorded on the City's financial statements.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Interfund Transactions (Continued)**

**A. Government-Wide Financial Statements (Continued)**

Per the Agreements, maximum repayments are calculated with a discount rate of 6.0%. The original payments since Fiscal Year 2001-02 through Fiscal Year 2007-08 were established as 5.0% to 8.0% of the corresponding utility sales revenues of that year, equivalent to discounting the principal amounts by a range from 1.2% to 3.0%. Starting Fiscal Year 2008-09 and continued to the next fiscal year, the payments were calculated with a 3.5% to 4.0% growth factor over the previous fiscal year, equivalent to discounting the principal amounts by 3.2% for Water Utilities and 2.8% for Water Reclamation Utilities. In Fiscal Year 2011-12, the annual payment for Water Utility was calculated with a discount rate of 6.0% with a catch-up payment for the prior years in the amount of \$311,015, and the Water Reclamation Utility's payment was discounted at 5.7% of the principal amount. For fiscal years 2013-14 and 2014-15, the payments for Water and Water Reclamation utilities were calculated with a discount rate of 5.0% and 4.4%, respectively. For fiscal year ended June 30, 2022, the payments for Water and Water Reclamation utilities were calculated with a discount rate of 6%.

Per the Agreements, all payments are considered interest payments toward the debt obligation. The CUA's obligations under the Agreements will cease, discharged and excused upon the date the aggregate amount of payments made by the CUA to the City equals the amount of the principal amount of the debt obligation.

The following internal balances – advance from other funds and to other funds were outstanding at June 30, 2022:

	<b>Advance to Other Funds</b>
<b>Advances from Other Fund</b>	Governmental Activities
Water Utility Enterprise Fund	\$ 106,819,662
Water Reclamation Utilities Enterprise Fund	65,808,682
Total	<u>\$ 172,628,344</u>

During the year ended June 30, 2022, the following interfund transactions were paid by the CUA to the City:

<b>Advances from Other Fund</b>	<b>Interest</b>
Water Utility Enterprise Fund	\$ 2,571,803
Water Reclamation Utilities Enterprise Fund	1,730,689
Total	<u>\$ 4,302,492</u>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Interfund Transactions (Continued)**

**A. Government-Wide Financial Statements (Continued)**

At June 30, 2022, the future debt service payments required under the Agreement for the Water Utility are presented below:

Year Ending June 30,	Principal	Interest
2023	\$ -	\$ 2,430,513
2024	-	2,296,287
2025	-	2,168,773
2026	-	2,047,634
2027	-	1,932,553
2028-2032	-	8,128,159
2033-2037	-	6,002,115
2038-2042	-	4,357,024
2043-2047	-	3,084,084
2048-2052	-	1,779,440
2053-2056	106,819,662	464,538
Total Future Repayments	<u>\$ 106,819,662</u>	<u>\$ 34,691,120</u>

At June 30, 2022, the future debt service payments required under the Agreement for the Water Reclamation utility advances are presented below:

Year Ending June 30,	Principal	Interest
2023	\$ -	\$ 1,637,405
2024	-	1,548,785
2025	-	1,464,595
2026	-	1,384,616
2027	-	1,308,635
2028-2032	-	5,529,976
2033-2037	-	4,126,293
2038-2042	-	3,040,150
2043-2047	-	2,199,711
2048-2052	-	1,614,844
2053-2056	65,808,682	1,159,387
Total Future Payments	<u>\$ 65,808,682</u>	<u>\$ 25,014,397</u>

Transfers – For the year ended June 30, 2022, the business-type activities transferred capital assets to the governmental activities with net book value in the amount of \$109,748.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Interfund Transactions (Continued)**

**B. Fund Financial Statements**

Due From/To Other Funds - At June 30, 2022, the City had the following due from/to other funds:

	Due To Other Funds	
	Governmental Funds	
	Nonmajor Governmental Funds	
Due From Other Funds		
<b>Governmental Fund:</b>		
General Fund	\$	14,711,627

The above amounts resulted from temporary reclassifications made at June 30, 2022 to cover cash shortfalls.

Advances To/From Other Funds – At June 30, 2022, the City had the following advances:

	Advances to Other Funds			Total
	Governmental Funds		Proprietary Fund	
	General Fund	Water Reclamation Enterprise Fund	Electric Enterprise Fund	
Advances from Other Funds				
<b>Governmental Fund:</b>				
Development Special Revenue Fund	\$ 7,478,374	\$ -	\$ -	\$ 7,478,374
Nonmajor Governmental Funds	-	-	1,596,663	1,596,663
<b>Proprietary Fund:</b>				
Water Enterprise Fund	106,819,662	3,614,688	-	110,434,350
Water Reclamation Enterprise Fund	65,808,682	-	-	65,808,682
Electric Enterprise Fund	5,049,273	-	-	5,049,273
Total	\$ 185,155,991	\$ 3,614,688	\$ 1,596,663	\$ 190,367,342

The General Fund made cash advances to the Development Special Revenue Fund (Park Development “Quimby”) over the years to help the fund to repay its outstanding 2001 Lease Revenue Bonds. These bonds were issued to refund the 1989 and 1993 Lease Revenue Bonds issued by the then Corona Public Improvement Corporation. Bond proceeds were used to acquire park land throughout the City. Repayment to the General Fund will continue to be made from development impact fees collected with future development. At June 30, 2022, the outstanding balance of the interfund loan was \$7,464,511. The General Fund also has another interfund loan with Development Special Revenue Fund (Temescal Canyon Fire Facility Fee Fund) in the amount of \$13,863. Also see advances to Water and Water Reclamation Enterprise Funds at page 82 and 83.

A loan was made from the General Fund to the Electric Enterprise Fund to pay for certain capital improvement projects, and to call the outstanding 2005 Clearwater Cogeneration Projects Certificates of Participation. At June 30, 2022, the outstanding balance payable from the Electric Enterprise Fund to the General Fund was in the amount of \$5,049,273.

In September 2017, the Electric Enterprise Fund made a loan to the Special Tax Districts Special Revenue Funds to advance funding for the LED street and safety light retrofit project. Repayment is expected to be made over a 10-year period, the available revenue. At June 30, 2022, the outstanding balance was in the amount of \$1,596,663.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Interfund Transactions (Continued)**

**B. Fund Financial Statements (Continued)**

During the years ended June 30, 2018 and 2019, Water Reclamation Enterprise Fund advanced total of \$3,614,688 to the Water Enterprise Fund. The interfund loan and repayment agreement was executed during the year ended June 30, 2022 with interest rate based on LAIF quarterly apportionment rate for the fiscal year but no greater than 2%. The principal is due when there is sufficient working capital to repay the advance. There is no fixed repayment schedule on the principal amount owed. At June 30, 2022, the outstanding balance was in the amount of \$3,614,688.

Transfers In/Out – During the year ended June 30, 2022, the City had the following transfers in/out:

	Transfers Out		
	Nonmajor Governmental		Total
Transfers In	General Fund	Funds	
<b>Governmental Fund:</b>			
General Fund	\$ -	\$ 1,197,681	\$ 1,197,681
Nonmajor Governmental Funds	269,916	-	269,916
Total	\$ 269,916	\$ 1,197,681	\$ 1,467,597

Administratively, resources may be transferred from one City fund to another. The purpose of the majority of transfers was to provide funding for other funds with the City Council's approvals. Included in the Nonmajor Governmental Funds transfer was \$1,116,081 from Gas Tax Special Revenue Fund to the General Fund for the engineering and project support.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 9 – Capital Assets**

**A. Governmental Activities**

A summary of changes in the capital assets for the governmental activities for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021 (As Restated)	Transfers	Additions	Deletions	Balance June 30, 2022
<b>Capital assets, not being depreciated:</b>					
Land	\$ 80,457,389	\$ 5,102,845	\$ -	\$ -	\$ 85,560,234
Streets	221,098,411	1,807,625	829,631	-	223,735,667
Construction in progress	168,178,715	(31,779,429)	29,817,472	-	166,216,758
<b>Total capital assets, not being depreciated</b>	<b>469,734,515</b>	<b>(24,868,959)</b>	<b>30,647,103</b>	<b>-</b>	<b>475,512,659</b>
<b>Capital assets, being depreciated:</b>					
Buildings and improvements	236,280,294	3,552,718	-	-	239,833,012
Machinery and equipment	44,495,173	2,523,868	112,045	(2,035,967)	45,095,119
Computer software	959,782	-	-	-	959,782
Infrastructure	338,854,056	18,977,222	3,287,902	-	361,119,180
<b>Total capital assets, being depreciated</b>	<b>620,589,305</b>	<b>25,053,808</b>	<b>3,399,947</b>	<b>(2,035,967)</b>	<b>647,007,093</b>
<b>Less accumulated depreciation for:</b>					
Buildings and improvements	(129,306,524)	(75,101)	(5,025,484)	-	(134,407,109)
Machinery and equipment	(29,001,260)	-	(2,800,240)	2,027,063	(29,774,437)
Computer software	(944,865)	-	(4,972)	-	(949,837)
Infrastructure	(147,242,600)	-	(5,735,938)	-	(152,978,538)
<b>Total accumulated depreciation</b>	<b>(306,495,249)</b>	<b>(75,101)</b>	<b>(13,566,634)</b>	<b>2,027,063</b>	<b>(318,109,921)</b>
<b>Total capital assets, being depreciated, net</b>	<b>314,094,056</b>	<b>24,978,707</b>	<b>(10,166,687)</b>	<b>(8,904)</b>	<b>328,897,172</b>
<b>Lease assets, being amortized:</b>					
Intangible asset - right of use	1,373,205	-	391,023	-	1,764,228
Accumulated amortization	(346,892)	-	(246,052)	-	(592,944)
<b>Total lease assets, being amortized, net</b>	<b>1,026,313</b>	<b>-</b>	<b>144,971</b>	<b>-</b>	<b>1,171,284</b>
<b>Governmental activities capital assets, net</b>	<b>\$ 784,854,884</b>	<b>\$ 109,748</b>	<b>\$ 20,625,387</b>	<b>\$ (8,904)</b>	<b>\$ 805,581,115</b>

Depreciation and amortization expense was charged to functions of the governmental activities for the year ended June 30, 2022 as follows:

General government	\$ 2,969,031
Public safety - fire	704,168
Public safety - police	461,203
Public works	770,323
Maintenance service	7,509,225
Community services	91,962
Internal service	1,306,774
<b>Total depreciation expense - governmental activities</b>	<b>\$ 13,812,686</b>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 9 – Capital Assets (Continued)**

**B. Business-Type Activities**

A summary of changes in the capital assets for the business-type activities for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021 (As Restated)	Transfers	Additions	Deletions	Balance June 30, 2022
<b>Capital assets, not being depreciated:</b>					
Land	\$ 5,716,877	\$ -	\$ -	\$ -	\$ 5,716,877
Water and pumping rights	19,644,651	-	-	-	19,644,651
Construction in progress	27,446,364	(16,758,179)	15,287,544	-	25,975,729
<b>Total capital assets, not being depreciated</b>	<b>52,807,892</b>	<b>(16,758,179)</b>	<b>15,287,544</b>	<b>-</b>	<b>51,337,257</b>
<b>Capital assets, being depreciated:</b>					
Buildings and improvements	106,065,448	518,017	-	-	106,583,465
Machinery and equipment	119,532,824	6,707,709	1,201,886	(108,494)	127,333,925
Computer software	1,770,193	-	-	-	1,770,193
Infrastructure	392,738,906	9,347,604	321,466	-	402,407,976
<b>Total capital assets, being depreciated</b>	<b>620,107,371</b>	<b>16,573,330</b>	<b>1,523,352</b>	<b>(108,494)</b>	<b>638,095,559</b>
<b>Less accumulated depreciation for:</b>					
Buildings and improvements	(51,909,999)	75,101	(2,335,822)	-	(54,170,720)
Machinery and equipment	(78,075,133)	-	(6,047,542)	108,494	(84,014,181)
Computer software	(1,347,108)	-	(323,887)	-	(1,670,995)
Infrastructure	(120,321,035)	-	(7,166,369)	-	(127,487,404)
<b>Total accumulated depreciation</b>	<b>(251,653,275)</b>	<b>75,101</b>	<b>(15,873,620)</b>	<b>108,494</b>	<b>(267,343,300)</b>
<b>Total capital assets, being depreciated, net</b>	<b>368,454,096</b>	<b>16,648,431</b>	<b>(14,350,268)</b>	<b>-</b>	<b>370,752,259</b>
<b>Lease assets, being amortized:</b>					
Intangible asset - right of use	217,306	-	-	-	217,306
Accumulated amortization	(40,822)	-	(16,213)	-	(57,035)
<b>Total lease assets, being amortized, net</b>	<b>176,484</b>	<b>-</b>	<b>(16,213)</b>	<b>-</b>	<b>160,271</b>
<b>Business-type activities capital assets, net</b>	<b>\$ 421,438,472</b>	<b>\$ (109,748)</b>	<b>\$ 921,063</b>	<b>\$ -</b>	<b>\$ 422,249,787</b>

Depreciation and amortization expense was charged to functions of the business-type activities for the year ended June 30, 2022 as follows:

Water	\$ 8,954,288
Water Reclamation	5,859,874
Electric	399,433
Transit Service	661,942
Airport	14,296
<b>Total depreciation expense - business-type activities</b>	<b>\$ 15,889,833</b>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 9 – Capital Assets (Continued)**

**C. Infrastructure Assets**

Below is a summary of infrastructure assets of the City as of June 30, 2022:

Description	Historical Cost	Accumulated Depreciation	Net Cost
<b>Governmental activities:</b>			
<b>Modified approach</b>			
Street pavement system	\$ 223,735,667	\$ -	\$ 223,735,667
<b>Basic approach</b>			
Curbing	82,220,356	(42,540,172)	39,680,184
Sidewalks	104,926,058	(46,096,786)	58,829,272
Signs and lights	48,286,143	(17,793,600)	30,492,543
Storm drains	117,684,421	(43,568,989)	74,115,432
Fiberoptics	5,899,801	(2,880,976)	3,018,825
Electric	2,085,986	(96,374)	1,989,612
Water reclamation	16,415	(1,641)	14,774
Subtotal basic approach	361,119,180	(152,978,538)	208,140,642
<b>Total governmental activities</b>	<b>\$ 584,854,847</b>	<b>\$ (152,978,538)</b>	<b>\$ 431,876,309</b>
<b>Business-type activities:</b>			
<b>Basic approach</b>			
Fiberoptics	\$ 235,951	\$ (197,070)	\$ 38,881
Curbing	200	(31)	169
Sidewalks	252,556	(13,192)	239,364
Electric	6,150,749	(1,844,895)	4,305,854
Signs and lights	361,508	(71,063)	290,445
Storm drains	191,468	(13,193)	178,275
Water	273,915,213	(90,347,396)	183,567,817
Water reclamation	121,300,331	(35,000,564)	86,299,767
<b>Total business-type activities</b>	<b>\$ 402,407,976</b>	<b>\$ (127,487,404)</b>	<b>\$ 274,920,572</b>

**D. Construction in Progress and Capital Project Commitments**

The City has active construction projects as of June 30, 2022. These projects include street construction in areas of newly developed housing, pavement rehabilitation, and various water and water reclamation upgrades and replacements. At year end, the City's construction in progress totaled \$192,192,487.

The following material construction commitments existed at June 30, 2022:

Project Name	Contract Amount	Expenditures to date as of June 30, 2022	Remaining Commitments
<b>Governmental activities:</b>			
McKinley Street Grade Separation	\$ 69,054,308	\$ 19,005,865	\$ 50,048,443
Magnolia Avenue Widening	1,515,088	1,157,722	357,366
Ontario Avenue Widening	1,075,654	710,072	365,582
Homeless shelter Rehab	2,368,282	1,395,954	972,328
<b>Business-type activities:</b>			
Manglar Blending Facility	5,056,457	3,893,731	1,162,726
Cottonwood Court Well Replacement	1,350,915	21,718	1,329,197
WRF #3 Decommission Pumping	7,589,826	5,557,794	2,032,032
<b>Total material construction commitments</b>	<b>\$ 88,010,530</b>	<b>\$ 31,742,856</b>	<b>\$ 56,267,674</b>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 10 – Compensated Absences**

Under certain circumstances and accordingly to the negotiated labor agreements, City employees are allowed to accumulate annual leave. The annual leave amount is accrued and accounted for as compensated absences in the government-wide and proprietary fund statements.

The following is a summary of compensated absences payable transactions for the year ended June 30 2022:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due within One Year	Due in More Than One Year
<b>Governmental activities:</b>						
Compensated absences	\$ 9,084,786	\$ 8,236,139	\$ (6,437,085)	\$ 10,883,840	\$ 6,437,654	\$ 4,446,186
<b>Business-type activities</b>						
Compensated absences	\$ 1,236,487	\$ 1,179,201	\$ (1,065,833)	\$ 1,349,855	\$ 1,004,936	\$ 344,919

The General Fund and Internal Service Funds are used to liquidate the compensated absences for governmental activities. The Enterprise Funds are used to liquidate the compensated absences for business-type activities.

**Note 11 – Long-Term Liabilities**

**A. Governmental Activities**

A summary of changes in long-term liabilities for governmental activities for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due within One Year	Due in More Than One Year
<b>Governmental Activities:</b>						
<u>Public Offering:</u>						
2016 Lease Revenue Refunding Bonds	\$ 19,560,000	\$ -	\$ (1,355,000)	\$ 18,205,000	\$ 1,415,000	\$ 16,790,000
Unamortized bond premium	2,230,924	-	(148,728)	2,082,196	-	2,082,196
2021 Pension Obligation Bond	-	236,650,860	(14,706,329)	221,944,531	14,049,750	207,894,781
Total Public Offering	21,790,924	236,650,860	(16,210,057)	242,231,727	15,464,750	226,766,977
<u>Direct Borrowing:</u>						
2012 Refunding Lease	11,518,492	-	(1,763,903)	9,754,589	1,823,488	7,931,101
<u>Lease Payable:</u>						
Computer network equipment lease	210,938	-	(210,938)	-	-	-
Vehicle leases	536,937	246,024	(237,944)	545,017	228,772	316,245
Total Lease Payable	747,875	246,024	(448,882)	545,017	228,772	316,245
Compensated absences	9,084,786	8,236,139	(6,437,085)	10,883,840	6,437,654	4,446,186
Claims and judgments	21,322,741	2,832,557	(2,043,927)	22,111,371	3,332,678	18,778,693
<b>Total governmental activities</b>	<b>\$ 64,464,818</b>	<b>\$247,965,580</b>	<b>\$ (26,903,854)</b>	<b>\$285,526,544</b>	<b>\$ 27,287,342</b>	<b>\$ 258,239,202</b>

**2016 Lease Revenue Refunding Bonds**

On July 7, 2016, the CPFA issued the 2016 Lease Revenue Refunding Bonds in the amount of \$24,520,000 to refund the CPFA 2006 Lease Revenue Bonds Series C, which were issued to pay the costs of the Corporate Yard Expansion project. The bonds issued at a premium of \$2,974,564 and bear interest rates from 2.000% to 5.000% per annum. Interest is paid semiannually on May 1 and November 1 of each year, commencing May 1, 2017. Annual installments ranging from \$880,000 to \$1,590,000 are due through November 1, 2036. The bonds are payable from the revenues to be received by the CPFA from the City as lease payments for the right to use certain real property.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Long-Term Liabilities (Continued)**

**A. Governmental Activities (Continued)**

2016 Lease Revenue Refunding Bonds (Continued)

The future annual debt service requirements for the 2016 Lease Revenue Refunding Bonds are listed below:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 1,415,000	\$ 697,750	\$ 2,112,750
2024	1,475,000	639,950	2,114,950
2025	1,530,000	579,850	2,109,850
2026	1,590,000	517,450	2,107,450
2027	880,000	463,650	1,343,650
2028-2032	5,110,000	1,594,500	6,704,500
2033-2037	6,205,000	476,175	6,681,175
Total	<u>\$ 18,205,000</u>	<u>\$ 4,969,325</u>	<u>\$ 23,174,325</u>

2021 Taxable Pension Obligation Bonds

On October 1, 2021, The City issued 2021 Taxable Pension Obligation bonds in the amount of \$276,710,000 to pay all the City's currently unamortized, unfunded accrued actuarial liability to the California Public Employees Retirement System with respect to the City's defined benefit retirement plans for City employees and pay costs of issuance of the bonds. The bond bears interest rate from 0.249% to 2.702% per annum. Interest is paid semiannually on May 1 and November 1 of each year commencing May 1, 2022. Annual installments ranging from \$16,375,000 to \$28,835,000 are due through May 1, 2034.

The future annual debt service requirements for the 2021 Taxable Pension Obligation Bonds are listed below:

Year Ending June 30,	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2023	\$ 14,049,750	\$ 4,180,098	\$ 2,320,792	\$ 711,991
2024	15,247,466	4,122,635	2,532,669	702,499
2025	16,159,424	4,014,378	2,685,418	684,517
2026	17,116,508	3,831,615	2,848,021	654,145
2027	17,868,150	3,598,659	2,976,133	615,383
2028-2032	98,385,712	12,597,150	16,437,713	2,179,932
2033-2034	43,117,521	1,728,035	7,737,616	311,390
Total	<u>\$221,944,531</u>	<u>\$ 34,072,570</u>	<u>\$ 37,538,362</u>	<u>\$ 5,859,857</u>

Year Ending June 30,	Fiduciary Activities		Total		
	Principal	Interest	Principal	Interest	Total
2023	\$ 4,458	\$ 1,368	\$ 16,375,000	\$ 4,893,457	\$ 21,268,457
2024	4,865	1,349	17,785,000	4,826,483	22,611,483
2025	5,158	1,315	18,850,000	4,700,210	23,550,210
2026	5,471	1,257	19,970,000	4,487,017	24,457,017
2027	5,717	1,182	20,850,000	4,215,224	25,065,224
2028-2032	31,575	4,187	114,855,000	14,781,269	129,636,269
2033-2034	14,863	598	50,870,000	2,040,023	52,910,023
Total	<u>\$ 72,107</u>	<u>\$ 11,256</u>	<u>\$259,555,000</u>	<u>\$ 39,943,683</u>	<u>\$299,498,683</u>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Long-Term Liabilities (Continued)**

**A. Governmental Activities (Continued)**

2012 Refunding Lease

On June 1, 2012, the City entered into the 2012 Refunding Lease financing agreement with Compass Mortgage Corporation, a private lender, in the amount of \$25,265,511 to refund the CPFA Lease Revenue 2002 Series B bonds originally issued in the amount of \$35,000,000 to pay the costs of the design, construction and acquisition of the City Hall facility. The 2002 Series B bonds were refunded in its entirety in September 2012. The 2012 Refunding Lease is payable over a fifteen-year period.

As of June 30, 2022, the net present value of future minimum lease payments required under the capital lease was \$9,754,589. The future minimum lease payments are presented below:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 1,823,488	\$ 311,634	\$ 2,135,122
2024	1,885,087	250,035	2,135,122
2025	1,948,766	186,356	2,135,122
2026	2,014,597	120,526	2,135,123
2027	2,082,651	52,471	2,135,122
Total	<u>\$ 9,754,589</u>	<u>\$ 921,022</u>	<u>\$ 10,675,611</u>

Computer Network Equipment Lease Payable

On October 20, 2017, the City entered into a lease agreement with Key Government Finance, a private lender, in the amount of \$1,403,261 for Cisco Networking equipment. The lease is payable over a five-year period and was paid off during the year ending June 30, 2022.

Vehicle Lease Payable

The City has entered into leases for vehicle uses. The terms of the agreements are 60 months with implicit rate of 3.96%. Principal and interest to maturity are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 228,772	\$ 14,092	\$ 242,864
2024	130,758	9,687	140,445
2025	107,622	6,310	113,932
2026	64,117	2,304	66,421
2027	13,748	145	13,893
	<u>\$ 545,017</u>	<u>\$ 32,538</u>	<u>\$ 577,555</u>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Long-Term Liabilities (Continued)**

**A. Governmental Activities (Continued)**

Compensated Absences

The balance at June 30, 2022, was \$10,883,840. See Note 10 for more detailed information.

Claims and Judgments

The balance at June 30, 2022, was \$22,111,371. See Note 12 for more details.

**B. Business-Type Activities**

The following is a summary of changes in long-term liabilities for business-type activities for the year ended June 30, 2022:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due within One Year	Due in More Than One Year
<b>Business-Type activities</b>						
<u>Public Offering</u>						
2012 Water Revenue Bonds	\$ 24,860,000	\$ -	\$ (1,595,000)	\$ 23,265,000	\$ 1,655,000	\$ 21,610,000
2013 Wastewater Revenue Bonds	8,855,000	-	(640,000)	8,215,000	665,000	7,550,000
Total Revenue Bonds	33,715,000	-	(2,235,000)	31,480,000	2,320,000	29,160,000
Bond Premium - Water	1,062,900	-	(88,575)	974,325	-	974,325
Bond Premium - Wastewater	208,234	-	(18,931)	189,303	-	189,303
Total Premium	1,271,134	-	(107,506)	1,163,628	-	1,163,628
2021 Pension Obligation Bond	-	39,982,338	(2,443,976)	37,538,362	2,320,792	35,217,570
Total Public Offering	34,986,134	39,982,338	(4,786,482)	70,181,990	4,640,792	65,541,198
<u>Direct Borrowing</u>						
Brine Line Installment Agreement	6,703,812	-	(398,886)	6,304,926	410,852	5,894,074
WMWD Contract Payable	690,390	-	-	690,390	-	690,390
State Loan C-06-4802-110	9,036,114	-	(1,719,092)	7,317,022	1,762,070	5,554,952
State Loan C-06-7834-110	10,127,044	-	(296,773)	9,830,271	303,005	9,527,266
Total Direct Borrowing	26,557,360	-	(2,414,751)	24,142,609	2,475,927	21,666,682
Lease Payable	11,018	-	(7,701)	3,317	3,317	-
Compensated absences	1,236,487	1,179,201	(1,065,833)	1,349,855	1,004,936	344,919
<b>Total business-Type activities</b>	<b>\$ 62,790,999</b>	<b>\$ 41,161,539</b>	<b>\$ (8,274,767)</b>	<b>\$ 95,677,771</b>	<b>\$ 8,124,972</b>	<b>\$ 87,552,799</b>

2012 Corona Utility Authority Water Revenue Bonds

On August 1, 2012, the Corona Utility Authority issued the 2012 Water Revenue bonds in the amount of \$35,880,000 (plus a net original issue premium of \$5.8 million) with interest rates ranging from 1.0% to 5.0% to refund several outstanding City debts and to fund certain capital improvement projects for the Water Utility. The CUA 2012 Water Revenue bonds possessed an underlying credit rating of "AA" from Standard & Poor's.

The refunded debts were the CPFA 1998 Water Revenue bonds and the recycled water portion of the 2003 Certificates of Participation (Clearwater Cogen/Recycled Water Project). Of the total proceeds, \$12.3 million was to fund for the construction of certain reservoir and blending facilities.

The outstanding bonds bear interest rates from 2.0% to 5.0% and are due in annual installments ranging from \$1,165,000 to \$2,395,000 through 2030 with term bonds in the amount of \$5,155,000 due on September 1, 2032. The bonds are considered a liability of the Water Utility Enterprise Fund.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Long-Term Liabilities (Continued)**

**B. Business-Type Activities (Continued)**

2012 Corona Utility Authority Water Revenue Bonds (Continued)

The future annual debt service requirements for the 2012 CUA Water Revenue bonds are presented below:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 1,655,000	\$ 1,070,725	\$ 2,725,725
2024	1,740,000	985,850	2,725,850
2025	1,830,000	896,600	2,726,600
2026	1,915,000	812,550	2,727,550
2027	1,990,000	724,500	2,714,500
2028-2032	11,495,000	2,090,625	13,585,625
2033	2,640,000	66,000	2,706,000
Total	<u>\$ 23,265,000</u>	<u>\$ 6,646,850</u>	<u>\$ 29,911,850</u>

2013 Corona Utility Authority Wastewater Revenue Bonds

On June 26, 2013, the Corona Utility Authority issued the 2013 Wastewater Revenue bonds in the amount of 20,890,000 (plus a net original issue premium of \$2.1 million) with interest rates ranging from 2.0% to 5.0%, to refund several outstanding City debts, and to fund certain capital improvement projects for the Water Reclamation Utility. The CUA 2013 Wastewater Revenue bonds possessed an underlying credit rating of "AA" from Standard & Poor's.

The refunded debts included the Biosolids Project portion of the 2003 Certificates of Participation (Clearwater Cogen/Recycled Water Project), the outstanding CPIC 1997 Certificates of Participation (Sunkist Plant), and the State Water Resources Control Board loan contract # 6-807- 5850-0 (WWTP#1). Of the total proceeds, \$3.9 million was to fund the improvement of certain influent screening, aeration and centrifuge facilities at Water Reclamation Facility No. 1.

The outstanding bonds bear interest rates from 2.0% to 5.0% and are due in annual installments ranging from \$590,000 to \$2,400,000 through 2028 with term bonds in the amount of \$2,860,000 due on September 1, 2031. The bonds are considered a liability of the Water Reclamation Utility fund. The future annual debt service requirements for the 2013 CUA Wastewater Revenue Bonds are presented below:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 665,000	\$ 353,800	\$ 1,018,800
2024	690,000	323,250	1,013,250
2025	725,000	287,875	1,012,875
2026	760,000	250,750	1,010,750
2027	800,000	211,750	1,011,750
2028-2032	4,575,000	485,625	5,060,625
Total	<u>\$ 8,215,000</u>	<u>\$ 1,913,050</u>	<u>\$ 10,128,050</u>

2021 Taxable Pension Obligation Bonds

See Note 11A at page 91 for more detail.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Long-Term Liabilities (Continued)**

**B. Business-Type Activities (Continued)**

Brine Line System Discharge Right Agreement

On November 5, 2014, the City Council and the Corona Utility Authority Board authorized an agreement for the assignment of California Rehabilitation Center's wastewater discharge rights by and among the City of Corona, the Western Municipal Water District of Riverside County, the California Department of Corrections and Rehabilitation, and the City of Norco. The City of Corona purchased 750,000 gallons per day wastewater disposal right from the City of Norco through the Santa Ana Regional Interceptor (SARI) or Inland Empire Brine Line for a total amount of \$9,864,651. Initial principal payment of \$1,000,000 was made in June 2015, and the remaining balance was to be amortized at an interest rate of 3.00% over 20 years through 2035. Annual payment is \$600,000. As of June 30, 2022, outstanding balance on the debt was \$6,304,926. The future annual debt service requirements per the agreement are presented below:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 410,852	\$ 189,148	\$ 600,000
2024	423,178	176,822	600,000
2025	435,873	164,127	600,000
2026	448,949	151,051	600,000
2027	462,418	137,582	600,000
2028-2032	2,528,690	471,310	3,000,000
2033-2035	1,594,966	93,356	1,688,322
Total	<u>\$ 6,304,926</u>	<u>\$ 1,383,396</u>	<u>\$ 7,688,322</u>

Western Municipal Water District Contracts Payable

Contracts payable arise from the acquisition of certain water and water reclamation facilities and represent amounts due to Western Municipal Water District payable from future water and water reclamation connection fees associated with the acquired facilities. Future connections are provided as needed in the area and as such cannot be scheduled. When connection fees are received, the amounts attributable to the cost of physical connection are recognized as revenue and any additional amounts are credited to the contributed capital account. The amount outstanding at June 30, 2022 was \$690,390, with 50% of the obligation attributable to the Water Utility and 50% attributable to Water Reclamation Utility. There is no debt service payment schedule for the contract payable.

State Revolving Fund Loan Contract No. C-06-4802-110

On June 10, 2003, the City and the State Water Resources Control Board of the State of California entered into a State Revolving Fund Loan Contract No. C-06-4802-110 for a maximum amount of \$30,228,817, for construction of facilities at the Water Reclamation Facility No. 1. These facilities will provide recycled water to existing and future customers within the City. The loan is payable over a period of 20 years at an interest rate of 2.50% in equal annual installments of \$1,944,995 through 2026. The amount outstanding at June 30, 2022 was \$7,317,022. Annual future debt service requirements for the loan are presented below:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 1,762,070	\$ 182,926	\$ 1,944,996
2024	1,806,121	138,874	1,944,995
2025	1,851,275	93,721	1,944,996
2026	1,897,556	47,439	1,944,995
Total	<u>\$ 7,317,022</u>	<u>\$ 462,960</u>	<u>\$ 7,779,982</u>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Long-Term Liabilities (Continued)**

**B. Business-Type Activities (Continued)**

State Revolving Fund Loan Contract No. C-06-7834-110

On February 1, 2014, the City and the State Water Resources Control Board of the State of California entered into a State Revolving Fund Loan Contract No. C-06-7834-110 for a maximum amount of \$11,259,585, for the construction of the tertiary filtration project at the Water Reclamation Facility No. 2. The construction of the tertiary filtration process will allow for the production of 3.67 million gallons per day of peak capacity of Title 22 reclaimed water. The loan is payable over a period of 30 years at an interest rate of 2.10% in equal annual installments of \$509,441 through 2046. The amount outstanding at June 30, 2022 is \$9,830,271. Annual future debt service requirements for the loan are presented below:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 303,005	\$ 206,436	\$ 509,441
2024	309,369	200,073	509,442
2025	315,865	193,576	509,441
2026	322,498	186,943	509,441
2027	329,271	180,170	509,441
2028-2032	1,753,025	794,180	2,547,205
2033-2037	1,944,988	602,218	2,547,206
2038-2042	2,157,973	389,234	2,547,207
2043-2047	2,394,277	152,929	2,547,206
Total	<u>\$ 9,830,271</u>	<u>\$ 2,905,759</u>	<u>\$ 12,736,030</u>

Water Enterprise Fund Vehicle Lease Payable

The City entered into a lease agreement with Enterprise FM Trust, a private lender, in the amount of \$34,653 for right to use of vehicles. The lease is payable over a five-year period. Principal and interest to maturity are as follows.

Year Ending June 30,	Principal	Interest	Total
2023	<u>\$ 3,317</u>	<u>\$ 5</u>	<u>\$ 3,322</u>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Long-Term Liabilities (Continued)**

**B. Business-Type Activities (Continued)**

Pledged Revenues

The City has pledged, as security for its water revenue bonds and term loans, a portion of the utility customer revenues, net of specified operating expenses, to repay \$48,627,291 in outstanding debts as of June 30, 2022. These debts were to provide financing for various capital projects of the City, including the construction of certain water system and wastewater treatment facilities. The bonds and loans are payable solely from the City's utility customer net revenues. Annual principal and interest payments on these bonds are expected to require less than 21.79% of net revenues subject to the pledge. The total remaining debt service including interest to be paid on these obligations are \$60,555,912. Principal and interest paid for the current year was \$6,213,336, and total customer net revenue subject to pledge was \$28,516,437.

Compensated Absences

The balance at June 30, 2022, was \$1,349,855. See Note 10 for more detailed information.

**C. Fiduciary Funds**

The following long-term obligations were approved by California State Department of Finance as enforceable obligations and were considered as accounting liabilities in accordance with GAAP.

	Balance July 01, 2021	Additions	Deletions	Balance June 30, 2022	Due within One Year	Due in More Than One Year
<b>Fiduciary Activities:</b>						
<u>Public Offering</u>						
2021 Pension Obligation Bond	\$ -	\$ 76,802	\$ (4,695)	\$ 72,107	\$ 4,458	\$ 67,649
2007 Temescal Canyon Project Area Tax Allocation	12,790,000	-	(880,000)	11,910,000	890,000	11,020,000
2007 Project Area "A" Taxable Tax Allocation Bonds	22,025,000	-	(685,000)	21,340,000	730,000	20,610,000
2015 Tax allocation refunding bonds, Series "A"	7,575,000	-	(2,800,000)	4,775,000	2,330,000	2,445,000
Unamortized Bond Premium	723,443	-	(241,148)	482,295	-	482,295
<b>Total fiduciary activities</b>	<b>\$ 43,113,443</b>	<b>\$ 76,802</b>	<b>\$ (4,610,843)</b>	<b>\$ 38,579,402</b>	<b>\$ 3,954,458</b>	<b>\$ 34,624,944</b>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Long-Term Liabilities (Continued)**

**C. Fiduciary Funds (Continued)**

The Successor Agency's outstanding bonds from public offerings of \$42,390,000, contain a provision that if any event of default should occur, the trustee shall at the written direction of the Bond Owners of a majority in aggregate principal amount outstanding, and upon receipt of the prior written consent of the Bond Insurer, declare the principal of all of the bonds then outstanding, and the interest accrued thereon, to be due and payable immediately.

2007 Temescal Canyon Project Area Tax Allocation Bonds

The \$22,155,000 of Temescal Canyon Project Area 2007 Tax Allocation Bonds were issued to facilitate the transformation of a former mining facility and blighted area into developed backbone infrastructure improvements within the project area. The bonds bore interest from 4.00% to 4.50% and were due in annual installments ranging from \$495,000 to \$735,000, with term bonds of \$1,475,000 due November 1, 2022, \$1,515,000 due November 1, 2024, \$1,650,000 due November 1, 2026, \$2,760,000 due November 1, 2029 and \$3,155,000 due November 1, 2032. The escrow term bonds in the amount of \$3,465,000 bore interest at 4.50% and is due November 1, 2032.

The annual debt service requirements for the 2007 Temescal Canyon Tax Allocation Bonds are presented below:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 890,000	\$ 511,506	\$ 1,401,506
2024	900,000	472,156	1,372,156
2025	940,000	431,703	1,371,703
2026	975,000	389,603	1,364,603
2027	1,025,000	345,634	1,370,634
2028-2032	5,845,000	981,338	6,826,338
2033	1,335,000	30,038	1,365,038
Total	<u>\$ 11,910,000</u>	<u>\$ 3,161,978</u>	<u>\$ 15,071,978</u>

2007 Project Area "A" Taxable Tax Allocation Bonds

The \$29,550,000 of Project Area "A" 2007 Taxable Tax Allocation Bonds were issued on a parity basis with the 2004 Tax Allocation Bonds to further facilitate the rehabilitation of a retail center and the development of mixed used commercial, hotel, office, and light industrial projects within the Merged Downtown project area. The bonds bore interest from 4.69% to 6.25% and were due in annual installments ranging from \$315,000 to \$1,140,000, with term bonds of \$23,850,000 due September 1, 2027. The annual debt service requirements for the 2007 Project Area "A" Tax Allocation Bonds are presented below:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 730,000	\$ 1,311,777	\$ 2,041,777
2024	785,000	1,264,402	2,049,402
2025	3,760,000	1,122,280	4,882,280
2026	4,145,000	875,091	5,020,091
2027	5,450,000	575,055	6,025,055
2028	6,470,000	202,317	6,672,317
Total	<u>\$ 21,340,000</u>	<u>\$ 5,350,922</u>	<u>\$ 26,690,922</u>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 11 – Long-Term Liabilities (Continued)**

**C. Fiduciary Funds (Continued)**

2015 Tax Allocation Refunding Bonds Series A

The \$16,895,000 of the Subordinate Tax Allocation Refunding Bonds Series A were issued to refund a portion of the 1996 Set-Aside Tax Allocation Bonds and 2004 Project Area "A" Tax Allocation Bonds. The bonds bore interest from 3.00% to 5.00% and were due in annual installments ranging from \$1,635,000 to \$2,800,000, with term bonds of \$2,445,000 due September 1, 2023.

The annual debt service requirements for the 2015 Tax Allocation Refunding Bonds Series A are presented below:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 2,330,000	\$ 180,500	\$ 2,510,500
2024	2,445,000	61,125	2,506,125
Total	<u>\$ 4,775,000</u>	<u>\$ 241,625</u>	<u>\$ 5,016,625</u>

2021 Taxable Pension Obligation Bonds

See Note 11A at page 91 for more detail.

Pledged Revenue

Due to the dissolution of the former Corona Redevelopment Agency, the tax increment funds that were pledged to the bondholders were no longer received in full by the Agency. AB X1 26 restructured the former redevelopment agencies' revenue from tax increment to Redevelopment Property Tax Trust Fund ("RPTTF"). RPTTF funds are distributed semi-annually to the Successor Agency to pay enforceable obligations approved by the DOF on the Recognized Obligations Payment Schedule ("ROPS"). The total principal and interest remaining on the Successor Agency debt obligations were \$46,779,525 with annual debt service requirements as listed above. For the current year, the total RPTTF funds available to the Successor Agency for the payment of these indebtedness was \$9,183,265 and the debt service payments on the bonds was \$6,580,183.

**D. Non-City Obligation**

Special Assessment District Bonds (Non-City Obligation)

The payment of these bonds is secured by valid assessment liens upon certain lands in each district and is not a direct liability of the City. Reserves have been established from the bond proceeds to meet delinquencies should they occur. Neither the faith and credit nor taxing power of the City of Corona is pledged to the payment of the bonds. If delinquencies occur beyond the amounts held in those reserves, the City has no duty to pay those delinquencies out of any other available funds. The City acts solely as an agent for those paying the assessments and the bondholders.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Long-Term Liabilities (Continued)**

***D. Non-City Obligation (Continued)***

As of June 30, 2022, the special assessment district bonds' balances outstanding were:

	Balance at June 30, 2022
<b>Assessment Districts:</b>	
AD 96-1, Series 1997 A	\$ 20,000
AD 96-1, Series 1997 B	60,000
AD 96-1, Series 1999 A	460,000
<b>Total Assessment Districts</b>	<b>\$ 540,000</b>

**Community Facilities District Bonds (Non-City Obligation)**

These bonds are authorized pursuant to the Mello-Roos Community Facilities Act of 1982 as amended and are payable from special taxes levied on property within the Community Facilities Districts according to a methodology approved by the voters within the District and by the City Council. Neither the faith and credit nor taxing power of the City is pledged to the payment of the bonds. Reserves have been established from the bond proceeds to meet delinquencies should they occur. If delinquencies occur beyond the amounts held in those reserves, the City has no duty to pay the delinquency out of any available funds of the City. The City acts solely as an agent for those paying taxes levied and the bondholders.

The following Community Facilities Districts Bonds are currently active:

	Balance at June 30, 2022
<b>Community Facilities Districts</b>	
\$ 9,525,000 CFD 97-2, Refunding 2014 Series A Bonds	\$ 2,350,000
13,455,000 CFD 2002-1 Dos Lagos 2017 Special Tax Refunding	10,855,000
7,125,000 CFD 2002-1 Dos Lagos 2017 IA Special Tax Refunding	5,930,000
7,010,000 CFD 2002-4 2017 Special Tax Refunding Bond	5,565,000
5,475,000 CFD 2016-2 2018 Special Tax Bonds	5,140,000
9,000,000 CFD 2018-1 Bedford IA1, 2018 Special Tax Bonds	8,910,000
3,650,000 CFD 2017-2 Valencia/Seville 2018 Special Tax Bonds	3,510,000
4,175,000 CFD 2000-1, 2020 Special Tax Refunding Bond	3,415,000
2,150,000 CFD 2001-2, 2020 Special Tax Refunding Bond	1,785,000
5,200,000 CFD 2003-2, 2020 Special Tax Refunding Bond	4,450,000
2,505,000 CFD 2004-1, 2020 Special Tax Refunding Bond	2,200,000
10,240,000 CFD 2018-1 Bedford IA1, 2020 Special Tax Bonds	10,240,000
<b>Total Community Facilities Districts</b>	<b>\$ 64,350,000</b>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 11 – Long-Term Liabilities (Continued)**

***E. Conduit Debt Obligations***

Not included in the accompanying financial statements are various conduit debt obligations issued under the name of the City and/or the Agency. The Bonds are not secured by or payable from revenues or assets of the City or Agency. Neither the faith and credit nor the taxing power of the City, the Agency, the State of California or any political subdivision thereof is pledged to the payment of the principal of and interest on the Bonds nor is the City or the Agency in any manner obligated to make any appropriations for payments on these bonds. At June 30, 2022, the aggregate principal amount of Conduit Debt Obligations outstanding totaled \$59,316.

***F. Bond Requirement***

The City adopted an Administrative Policy No. 300.22, City Bond Compliance, on July 23, 2012. The purpose of the policy is to ensure all requirements of the federal and state law necessary to preserve the tax advantages of the City bonds are continuously complied with for the requisite periods. The policy covers the investment and expenditure of bond proceeds, the use of bond-financed facilities and other administrative requirements including continuing disclosure, arbitrage calculation and records retention.

At June 30, 2022, management believes the City and its component units are in compliance with all covenants of the various debt indentures.

**Note 12 – Risk Management**

***A. Workers' Compensation Insurance***

The City's self-insured retention is \$1,000,000 with an excess policy insuring claims over \$4,000,000 up to a limit of \$45,000,000. Departments are charged a percentage of the total estimated insurance, claims expense and premiums based on payroll costs. The actuarial estimated liability for pending and incurred, but not reported claims at June 30, 2022 has been included in the Claims Payable amount for the same reporting period. As of June 30, 2022, the City's workers' compensation self-insurance program was funded at a confidence level of 80%.

The following table presents claims and judgments payable for the City's workers' compensation self-insurance program for the year ended June 30, 2022, and its two preceding years:

Year Ended	Balance at July 1	Current Year Claims and Changes in Estimates	Current Year Claim Payments	Balance at June 30
June 30, 2020	\$ 19,745,716	\$ 1,267,601	\$ (1,332,648)	\$ 19,680,669
June 30, 2021	19,680,669	2,964,991	(2,612,001)	20,033,659
June 30, 2022	20,033,659	2,592,172	(1,901,270)	20,724,561

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 12 – Risk Management (Continued)**

***B. General Liability Insurance***

The City's self-insured retention is \$500,000 with an excess policy insuring claims over \$500,000 up to a limit of \$10,000,000. A third-party administrator administers claims. The actuarial estimated liability for pending and incurred, but not reported claims at June 30, 2022 has been included in the Claims Payable amount for the same reporting period. These liabilities are recognized on government-wide statements. As of June 30, 2022, the City's General Liability self-insurance program was funded above the confidence level of 90%.

The following table presents claims and judgments payable for the general liability self-insurance program, including property losses, for the year ended June 30, 2022, and its two preceding years:

Year Ended	Balance at July 1	Current Year Claims and Changes in Estimates	Current Year Claim Payments	Balance at June 30
June 30, 2020	\$ 2,452,638	\$ (748,391)	\$ (185,755)	\$ 1,518,492
June 30, 2021	1,518,492	(106,890)	(122,520)	1,289,082
June 30, 2022	1,289,082	240,385	(142,657)	1,386,810

***C. Property Losses (Excluding Earthquake or Flood)***

The City's property losses are covered by insurance policies for covered value of \$100,000,000 with deductibles ranging from \$2,500 to \$50,000. The estimated liability for pending and incurred but not reported claims at June 30, 2022 has been incorporated in the financial statements as claims and judgement payable in the Liability Risk Internal Service Fund and are based on history only.

***D. Adequacy of Coverage***

There have been no significant changes in insurance coverage as compared to last year and settlements have not exceeded coverage in each of the past three fiscal years.

**Note 13 – Pension Plan**

***A. General Information about the Pension Plan***

*Plan Description*

The City contribution to the California Public Employees Retirement System ("CalPERS"), an agent multiple-employer defined benefit pension plan for miscellaneous employees and safety police employees and a cost-sharing multiple-employer defined benefit plan for safety fire employees. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute and City ordinance. A full description of the pension plan regarding number of employees covered, benefit provisions, assumptions (for funding, but not accounting purposes), and membership information are listed in the June 30, 2020 Annual Actuarial Valuation Report. This report and CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 13 – Pension Plan (Continued)**

**A. General Information about the Pension Plan (Continued)**

*Benefit Provided*

CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions under both plans are established by State Statute and City Resolution as follows:

	<b>Miscellaneous Agent Plan</b>		<b>Safety - Police Agent Plan</b>		<b>Safety - Fire Cost-Sharing Plan</b>	
	<b>Classic</b>	<b>PEPRA</b>	<b>Classic</b>	<b>PEPRA</b>	<b>Classic</b>	<b>PEPRA</b>
	Prior to	On or after	Prior to	After	Prior to	After
Hire date	January 1, 2013	January 1, 2013	January 1, 2013	January 1, 2013	January 1, 2013	January 1, 2013
Benefit formula	2.7% @ 55	2.0% @ 62	3.0% @ 50	2.7% @ 57	3.0% @ 55	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service	5 years service	5 years service	5 years service
Benefit payments	Monthly for life	Monthly for life	Monthly for life	Monthly for life	Monthly for life	Monthly for life
Retirement age	50 yrs	52 yrs	50 yrs	50 yrs	50 yrs	50 yrs
Monthly benefits, as a % of eligible compensation	2.0%-2.7%, 50 yrs -55 yrs, respectively	1.0%-2.5%, 52 yrs - 62 yrs, respectively	3.0%, 50 yrs	2.0% - 2.7%, 50 yrs -57 yrs, respectively	3.0%, 50 yrs	2.0% - 2.7%, 50 yrs -57 yrs, respectively
Required Contribution Rates:						
Employee (Measurement Period)	8.00%	5.75%	9.00%	12.50%	9.00%	13.75%
Employee (FY21-22)	8.00%	6.50%	9.00%	13.25%	9.00%	13.75%
Employer (Measurement Period)	11.703%	11.703%	23.749%	23.749%	25.540%	13.884%
Employer (FY21-22)	11.390%	11.390%	24.240%	24.240%	25.590%	13.980%

Participants are eligible for non-industrial disability retirement if they become disabled and have at least 5 years credited service. There is no special age requirement. The standard non-industrial disability retirement benefit is a monthly allowance equal to 1.8 percent of final compensation, multiplied by service years.

Industrial disability benefits are not offered to miscellaneous employees. The City provides industrial disability retirement benefits to safety employees only. The industrial disability retirement benefit is a monthly allowance equal to 50 percent of final compensation.

An employee's beneficiary may receive the basic death benefit if the employee becomes deceased while actively employed. The employee must be actively employed with the City to be eligible for this benefit. An employee's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit. The basic death benefit is a lump sum in the amount of the employee's accumulated contributions, where interest is currently credited at 7.5 percent per year, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six month's salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death. Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate.

Benefit terms provide for annual cost-of-living adjustments to each employee's retirement allowance. Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis up to 2 percent.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 13 – Pension Plan (Continued)**

**A. General Information about the Pension Plan (Continued)**

Employees Covered by Benefit Terms

At June 30, 2020, the valuation date, the following employees were covered by the benefit terms:

	Plans			
	Miscellaneous	Safety - Police	Safety - Fire	
			Classic	PEPRA
Active employees	355	143	71	17
Transferred and terminated employees	652	33	59	7
Retired employees and beneficiaries	774	192	129	-
Total	1,781	368	259	24

Contributions

Section 20814(c) of the California Public Employees' Retirement Law ("PERL") requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The required contribution rates are shown in the Benefit Provided Section on page 103.

**B. Net Pension Liability**

Actuarial Methods and Assumption Used to Determine Total Pension Liability

The June 30, 2020 valuation was rolled forward to determine the June 30, 2021 total pension liability, based on following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	Varies by Entry Age and Service
Payroll Growth	2.750%
Investment Rate of Return	7% net of pension plan investment and administrative expense; includes inflation.
Retirement Age	The probabilities of Retirement are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015
Mortality Rate Table <sup>(1)</sup>	Derived using CalPERS' Membership Data for all Funds.

<sup>(1)</sup>The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 13 – Pension Plan (Continued)**

**B. Net Pension Liability (Continued)**

Change of Assumptions

In 2021, there were no changes of assumptions.

Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as follows:

Asset Class <sup>(1)</sup>	Assumed Asset Allocation	Real Return Years 1 - 10 <sup>2</sup>	Real Return Years 11+ <sup>3</sup>
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%
	<u>100.00%</u>		

<sup>(1)</sup> In the CalPERS ACFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

<sup>2</sup> An expected inflation rate of 2.00% used

<sup>3</sup> An expected inflation rate of 2.92% used

Discount Rate

The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 13 – Pension Plan (Continued)**

**C. Changes in the Net Pension Liability**

The following table shows the changes in net pension liability for the City's Miscellaneous Plan recognized over the measurement period.

	<b>Increase (Decrease)</b>		
	<b>Total Pension Liability (a)</b>	<b>Plan Fiduciary Net Position (b)</b>	<b>Net Pension Liability/(Asset) (c) = (a) - (b)</b>
Balance at June 30, 2020 (Valuation Date)	\$ 381,800,134	\$ 265,071,755	\$ 116,728,379
Changes Recognized for the Measurement Period:			
Service cost	4,403,881	-	4,403,881
Interest on the total pension liability	26,674,374	-	26,674,374
Changes of benefit terms	-	-	-
Changes of assumptions	-	-	-
Difference between expected and actual experience	(944,320)	-	(944,320)
Net plan to plan resource movement	-	(53,189)	53,189
Contributions from the employer	-	13,698,657	(13,698,657)
Contributions from employees	-	2,009,054	(2,009,054)
Net investment income	-	60,189,073	(60,189,073)
Benefit payments, including refunds of employee contributions	(19,979,193)	(19,979,193)	-
Administrative expense	-	(264,791)	264,791
Other	-	-	-
Net Changes during July 1, 2020 to June 30, 2021	10,154,742	55,599,611	(45,444,869)
Balance at June 30, 2021 (Measurement Date)	\$ 391,954,876	\$ 320,671,366	\$ 71,283,510

The following table shows the changes in net pension liability for the City's Safety Police Plan recognized over the measurement period.

	<b>Increase (Decrease)</b>		
	<b>Total Pension Liability (a)</b>	<b>Plan Fiduciary Net Position (b)</b>	<b>Net Pension Liability/(Asset) (c) = (a) - (b)</b>
Balance at June 30, 2020 (Valuation Date)	\$ 283,735,836	\$ 192,119,500	\$ 91,616,336
Changes Recognized for the Measurement Period:			
Service cost	5,647,902	-	5,647,902
Interest on the total pension liability	20,210,480	-	20,210,480
Changes of benefit terms	-	-	-
Changes of assumptions	-	-	-
Difference between expected and actual experience	2,604,970	-	2,604,970
Net plan to plan resource movement	-	-	-
Contributions from the employer	-	13,995,784	(13,995,784)
Contributions from employees	-	1,715,846	(1,715,846)
Net investment income	-	44,733,798	(44,733,798)
Benefit payments, including refunds of employee contributions	(13,001,364)	(13,001,364)	-
Administrative expense	-	(191,916)	191,916
Other	-	-	-
Net Changes during July 1, 2020 to June 30, 2021	15,461,988	47,252,148	(31,790,160)
Balance at June 30, 2021 (Measurement Date)	\$ 299,197,824	\$ 239,371,648	\$ 59,826,176

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 13 – Pension Plan (Continued)**

**C. Changes in the Net Pension Liability (Continued)**

Proportionate Share of Net Pension Liability and Pension Expense

The following table shows the City’s Safety Fire Plan’s proportionate share of the risk pool collective net pension liability over the measure period.

	<b>Safety Plan - Fire</b>		
	<b>Increase (Decrease)</b>		
	<b>Total Pension Liability</b>	<b>Plan Fiduciary Net Position</b>	<b>Net Pension Liability/(Asset)</b>
	<b>(a)</b>	<b>(b)</b>	<b>(c) = (a) - (b)</b>
Balance at June 30, 2020 (Valuation Date)	\$ 188,753,382	\$ 135,930,043	\$ 52,823,339
Balance at June 30, 2021 (Measurement Date)	196,176,593	163,260,062	32,916,531
Net changes during 2020-21	7,423,211	27,330,019	(19,906,808)

The following is the approach established by the plan actuary to allocate the net pension liability and pension expense to the individual employers within the risk pool.

- (1) In determining a cost-sharing plan’s proportionate share, total amounts of liabilities and assets are first calculated for the risk pool as a whole on the valuation date (June 30, 2020). The risk pool’s fiduciary net position (“FNP”) subtracted from its total pension liability (“TPL”) determines the net pension liability (“NPL”) at the valuation date.
- (2) Using standard actuarial roll forward methods, the risk pool TPL is then computed at the measurement date (June 30, 2021). Risk pool FNP at the measurement date is then subtracted from this number to compute the NPL for the risk pool at the measurement date. For purposes of FNP in this step and any later reference thereto, the risk pool’s FNP at the measurement date denotes the aggregate risk pool’s FNP at June 30, 2021 less the sum of all additional side fund (or unfunded liability) contributions made by all employers during the measurement period (2020-21).
- (3) The individual plan’s TPL, FNP and NPL are also calculated at the valuation date. TPL is allocated based on the rate plan’s share of the actuarial accrued liability. FNP is allocated based on the rate plan’s share of market value assets.
- (4) Two ratios are created by dividing the plan’s individual TPL and FNP as of the valuation date from (3) by the amounts in step (1), the risk pool’s total TPL and FNP, respectively.
- (5) The plan’s TPL as of the measurement date is equal to the risk pool TPL generated in (2) multiplied by the TPL ratio generated in (4). The plan’s FNP as of the measurement date is equal to the FNP generated in (2) multiplied by the FNP ratio generated in (4) plus any additional side fund (or unfunded liability) contributions made by the employer on behalf of the plan during the measurement period.
- (6) The plan’s NPL at the measurement date is the difference between the TPL and FNP calculated in (5).

Deferred outflows of resources, deferred inflows of resources, and pension expense are allocated based on the City’s share of net pension liability at the end of measurement date.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 13 – Pension Plan (Continued)**

**C. Changes in the Net Pension Liability (Continued)**

Proportionate Share of Net Pension Liability and Pension Expense (Continued)

The City's proportionate share of the net pension liability was as follows:

	<b>Safety Plan Fire</b>
June 30, 2020	0.4855%
June 30, 2021	0.6086%
Change - Increase (Decrease)	0.1231%

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the plans as of the measurement date, calculated using the discount rate of 7.15%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15%) or 1 percentage-point higher (8.15%) than the current rate:

	<b>Plan's Net Pension Liability/(Asset)</b>		
	<b>Discount Rate - 1% (6.15%)</b>	<b>Current Discount Rate (7.15%)</b>	<b>Discount Rate + 1% (8.15%)</b>
Miscellaneous Plan	\$ 124,555,575	\$ 71,283,510	\$ 27,636,807
Safety Plan - Police	\$ 102,880,279	\$ 59,826,176	\$ 24,749,345
Safety Plan - Fire	\$ 59,323,593	\$ 32,916,531	\$ 11,226,391

Pension Plan Fiduciary Net Position

Detailed information about the plan's fiduciary net position is available in the separately issued CalPERS financial report.

**D. Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions**

For the year ended June 30, 2022, the City recognized aggregated pension expense in the amount of \$14,920,167 (\$1,686,782, \$7,456,000 and \$5,777,385 for the Miscellaneous, Safety Police, and Safety Fire Plans, respectively).

As of measurement date of June 30, 2021, the City has deferred outflows and deferred inflows of resources related to pensions as follows:

	<b>Miscellaneous Plan</b>	
	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Contribution made after measurement period	\$ 126,731,631	\$ -
Changes of assumptions	-	-
Difference between expected and actual experience	210,760	(533,746)
Net difference between projected and actual earning on pension plan investments	-	(30,231,673)
Total	\$ 126,942,391	\$ (30,765,419)

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 13 – Pension Plan (Continued)**

***D. Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions (Continued)***

<b>Safety Plan - Police</b>			
	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>	
Contribution made after measurement period	\$ 103,659,698	\$ -	
Changes of assumptions	-	(76,116)	
Difference between expected and actual experience	3,332,169	-	
Net difference between projected and actual earning on pension plan investments	-	(22,630,127)	
Total	<u>\$ 106,991,867</u>	<u>\$ (22,706,243)</u>	

<b>Safety Plan - Fire</b>			
	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>	
Contribution made after measurement period	\$ 60,685,514	\$ -	
Changes of assumptions	-	-	
Difference between expected and actual experience	5,623,758	-	
Net difference between projected and actual earning on pension plan investments	-	(19,591,660)	
Adjustment due to differences in proportions	1,893,358	-	
Difference between City's contribution and proportionate share of contribution:	-	(3,184,251)	
Total	<u>\$ 68,202,630</u>	<u>\$ (22,775,911)</u>	

The amounts above are net of outflows and inflows recognized in the 2020-2021 measurement period expense.

The expected average remaining service lifetime (“EARSL”) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired). The EARSL for the Miscellaneous Plan, Safety Police Plan and the Safety Fire Plan risk pool for the 2020-21 measurement period is 2.3, 3.8, and 3.7 years, which was obtained by dividing the total service years of 4,082, 1,392 and 561,622 (the sum of remaining service lifetimes of the active employees) by 1,781, 368 and 150,648 (the total number of participants: active, inactive, and retired), respectively.

\$126,731,631, \$103,659,698, and \$60,685,514 reported as deferred outflows of resources related to pensions for miscellaneous plan and safety plan, respectively, resulting from the City’s contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability and collectively net pension liability, respectively, in the year ending June 30, 2023.

Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in the future pension expense as follows:

Measurement Period	<b>Deferred Outflows/(Inflows) of Resources</b>		
Ending June 30	<b>Miscellaneous</b>	<b>Safety Police</b>	<b>Safety Fire</b>
2022	\$ (7,840,176)	\$ (3,973,382)	\$ (2,584,300)
2023	(7,186,151)	(4,326,641)	(3,138,735)
2024	(7,236,784)	(4,892,057)	(4,144,409)
2025	(8,291,548)	(6,181,994)	(5,391,351)
Total	<u>\$ (30,554,659)</u>	<u>\$ (19,374,074)</u>	<u>\$ (15,258,795)</u>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 14 – Other Postemployment Benefits (“OPEB”)**

**A. General Information about the OPEB Plan**

Plan Description

The City's OPEB includes retiree medical and life insurance benefits, or, in some cases, an HRA contribution toward medical coverage of the retiree's choosing.

In October 2007, the City Council executed the City of Corona Retirement Benefits Plan, a single-employer plan, for funding the Other Post-Employment Benefits (OPEB). In March 2008, the City Council passed a resolution authorizing the City to prefund its OPEB obligation through the California Employers' Retiree Benefit Trust Program (CERBT), an IRC Section 115 trust fund dedicated to prefunding OPEB for all eligible California public agencies. CERBT is administered by the California Public Employees' Retirement System (CalPERS) Board of Administration.

The City's funding policy affects the calculation of liabilities by impacting the discount rate that is used to develop the plan liability and expense. "Prefunding" is the term used when an agency consistently contributes an amount based on an actuarially determined contribution (ADC) each year. GASB 75 allows prefunded plans to use a discount rate that reflects the expected earnings on trust assets.

The City has been and continues to prefund its OPEB liability, contributing 100% or more of the Actuarially Determined Contributions each year. Therefore, with the City's approval, the discount rate used in this valuation is 6.05%, the long-term expected return on trust assets.

Eligibility and Membership Covered by Benefit Terms

Medical coverage is currently provided through CalPERS as permitted under the Public Employees' Medical and Hospital Care Act (PEMHCA). This coverage requires the employee to satisfy the requirements for retirement under CalPERS, which requires either (a) attainment of age 50 (age 52, if a miscellaneous member new to PERS on or after January 1, 2013) with 5 years of State or public agency service or (b) an approved disability retirement.

The employee must begin his or her retirement warrant within 120 days of terminating employment with the City to be eligible to continue medical coverage through the City and be entitled to the employer subsidy. If an eligible employee is not already enrolled in the medical plan, he or she may enroll within 60 days of retirement or during any future open enrollment period. Coverage may be continued at the retiree's option for his or her lifetime. A surviving spouse and other eligible dependents may also continue coverage.

At June 30, 2021 measurement date, the following numbers of participants were covered by the benefit terms:

Active plan members	640
Inactive plan members currently receiving benefits	609
Inactive plan members entitled to but not receiving benefits	136
Total	<u><u>1,385</u></u>

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 14 – Other Postemployment Benefits (“OPEB”) (Continued)**

**A. General Information about the OPEB Plan (Continued)**

Contributions

The plan and its contribution requirements are established by Memorandum of Understanding with the applicable employee bargaining units and may be amended by agreements between the City and the bargaining units. The annual contribution is based on the actuarially determined contribution. For the measurement date ended June 30, 2021, the City's cash contributions were \$ 10,744,736 in total payments, which were recognized as a reduction to the OPEB liability.

**B. Net OPEB Liability**

The OPEB liability was measured as of June 30, 2021, and total liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2021.

Significant Actuarial Assumptions Used for Total OPEB Liability

The total OPEB liability, measured as of June 30, 2021, was determined using the following actuarial assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Asset Valuation Method	Market value of assets
Long Term return on Assets	6.05% as of June 30, 2021 and 6.8% as of June 30, 2020 net of plan investment expense
Discount Rate	6.05% as of June 30, 2021 and 6.8% as of June 30, 2020
Inflation	2.50%
Salary Increases	3% per year, since benefits do not depend on salary, this is used only to allocate the cost of benefits between service years
Mortality Improvement	CalPERS 2017 Experience Study; Project with MW Scale
Healthcare Trend	5.6% in 2023, decrease until reaches 3.9% in 2076 and thereafter.

Change in assumptions

In 2021, there were no changes in assumptions.

Discount Rate

The discount rate used to measure the total OPEB liability was 6.05%. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 14 – Other Postemployment Benefits (“OPEB”) (Continued)**

**B. Net OPEB Liability (Continued)**

Expected Long-Term Rates of Return

Asset Class	Target Allocation	Long-term Real Return Years 1 - 5*	Real Return Years 5+*
Global Equity	49.00%	4.40%	4.50%
Fixed Income	23.00%	-1.50%	0.40%
Global Real Estate (REITs) <sup>(1)</sup>	20.00%	3.00%	3.70%
Treasury Inflation Protected Securities	5.00%	-1.80%	0.50%
Commodities	3.00%	0.80%	1.10%
	<u>100.00%</u>		

\* Preliminary estimate, pending confirmation by CalPERS

**C. Changes in Net OPEB Liability**

The following presents the changes in the net OPEB liability for the governmental activities’ Retiree Health Plan:

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)
Balance at June 30, 2020	\$ 144,144,989	\$ 51,771,433	\$ 92,373,556
Changes Recognized for the Measurement Period:			
Service Cost	1,087,703	-	1,087,703
Interest on the total OPEB liability	9,588,461	-	9,588,461
Expected investment income	-	3,589,076	(3,589,076)
Employer contribution	-	10,489,894	(10,489,894)
Changes of benefit terms	-	-	-
Administrative expenses	-	(19,869)	19,869
Benefit payments	(8,451,822)	(8,451,822)	-
Assumption changes	15,474,651	-	15,474,651
Plan experience	(8,434,702)	-	(8,434,702)
Investment experience	-	10,853,079	(10,853,079)
Contributions from the employer	-	-	-
Net Changes during July 1, 2020 to June 30, 2021	9,264,291	16,460,358	(7,196,067)
Balance at June 30, 2021 (Measurement Date)	<u>\$ 153,409,280</u>	<u>\$ 68,231,791</u>	<u>\$ 85,177,489</u>

Sensitivity of the Net OPEB Liability to Change in the Discount Rate

The following presents the total OPEB liability of the City, as well as what the City’s total OPEB liability would be if it were calculated using a discount rate that is 1 percentage-point lower (5.05 percent) or 1percentage- point higher (7.05 percent) than the current discount rate:

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 14 – Other Postemployment Benefits (“OPEB”) (Continued)**

**C. Changes in Net OPEB Liability (Continued)**

*Sensitivity of the Net OPEB Liability to Change in the Discount Rate (Continued)*

Plan's Net OPEB Liability		
Discount Rate -1% (5.05%)	Current Discount Rate (6.05%)	Discount Rate +1 % (7.05%)
\$ 105,242,629	\$ 85,177,489	\$ 68,709,503

*Sensitivity of the Total OPEB Liability to Changes in the Health Care Cost Trend Rates*

The following presents the total OPEB liability of the City, as well as what the City’s total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage-point lower or 1 percentage-point higher than the current healthcare cost trend rates:

Plan's Net OPEB Liability		
Healthcare Cost Trend Rate - 1%	Healthcare Cost Trend Rate	Healthcare Cost Trend Rate + 1%
\$ 68,585,271	\$ 85,177,489	\$ 105,260,530

*OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB*

For the measurement period ended June 30, 2021, the City recognized OPEB expense of \$2,745,056. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Contribution made after measurement period	\$ 10,744,736	\$ -
Changes in assumptions	16,658,398	(1,037,904)
Difference between expected and actual experience	-	(19,630,079)
Net difference between projected and actual earning on OPEB plan investments	-	(7,699,707)
Total	\$ 27,403,134	\$ (28,367,690)

The \$10,744,736 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2021 measurement date will be recognized as a reduction of the net OPEB liability during the year ending June 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized as expense as follows:

Measurement Period Ending June 30	Deferred Outflows/(Inflows) of Resources
2023	\$ (4,167,055)
2024	(4,130,240)
2025	(3,874,479)
2026	(1,068,902)
2027	1,101,713
Thereafter	429,671
Total	\$ (11,709,292)

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 15 – Classification of Fund Balances**

At June 30, 2022, fund balances are classified in the governmental funds as follows:

	General Fund	Low Mod Income Housing Assets Capital Projects Fund	Development Special Revenue Funds	Nonmajor Governmental Funds	Total Governmental Funds
<b>Fund Balances:</b>					
<b>Nonspendable:</b>					
Inventories and prepaid items	\$ 328,497	\$ -	\$ -	\$ -	\$ 328,497
Long-term receivable	2,099,041	-	-	-	2,099,041
Advance to other funds	185,155,991	-	-	-	185,155,991
<b>Total nonspendable</b>	<u>187,583,529</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>187,583,529</u>
<b>Restricted:</b>					
Pension	30,102,382	-	-	-	30,102,382
Housing and community development	-	37,622,892	-	6,012,278	43,635,170
Development projects	-	-	17,413,190	-	17,413,190
Street maintenance	-	-	-	26,970,745	26,970,745
Trip reduction	-	-	-	1,465,940	1,465,940
Asset forfeiture	-	-	-	265,607	265,607
Special tax districts	-	-	-	22,297,448	22,297,448
Other grants	-	-	-	274,965	274,965
Residential refuse	-	-	-	465,940	465,940
Debt service	124	-	-	-	124
<b>Total restricted</b>	<u>30,102,506</u>	<u>37,622,892</u>	<u>17,413,190</u>	<u>57,752,923</u>	<u>142,891,511</u>
<b>Committed:</b>					
Emergency contingency	41,699,024	-	-	-	41,699,024
Designated revenues	6,422,457	-	-	-	6,422,457
<b>Total committed</b>	<u>48,121,481</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>48,121,481</u>
<b>Assigned:</b>					
Budget balancing measures	3,922,049	-	-	-	3,922,049
Continuing appropriations	24,739,494	-	-	-	24,739,494
Measure X reserve	23,327,465	-	-	-	23,327,465
Other purposes	3,151,502	-	-	638,647	3,790,149
<b>Total assigned</b>	<u>55,140,510</u>	<u>-</u>	<u>-</u>	<u>638,647</u>	<u>55,779,157</u>
<b>Unassigned</b>	<u>221,995</u>	<u>-</u>	<u>-</u>	<u>(8,304,147)</u>	<u>(8,082,152)</u>
<b>Total Fund Balance</b>	<u>\$ 321,170,021</u>	<u>\$ 37,622,892</u>	<u>\$ 17,413,190</u>	<u>\$ 50,087,423</u>	<u>\$ 426,293,526</u>

**Note 16 – Commitments and Contingencies**

The City has entered into several operating lease agreements in the conduct of its day-to-day operations to provide for facilities and/or services. None of these operating leases are considered to be significant commitments.

The City is a defendant in a number of lawsuits that have arisen in the normal course of business. While substantial damages are alleged in some of these actions, their outcome cannot be predicted with certainty. In the opinion of the City Attorney, these actions when finally adjudicated will not have material adverse effect on the financial position of the City.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 16 – Commitments and Contingencies (Continued)**

On September 28, 1995, the California Supreme Court reversed a Court of Appeals decision which reinstated provisions of Proposition 62 which was a 1986 voter initiative that required all general taxes to be approved by simple majority vote of the electorate. The Supreme Court provided very little detail on a number of issues surrounding their decision but the only possible exposure, if any, to the decision for the City would be its transient occupancy tax which was increased by 2% in 1989. It remains unclear what, if any, liability the City may have.

On July 18, 2012, the City Council and the Corona Utility Authority Board approved addendum No. 6 to the Joint Exercise of Powers Agreement creating the Western Riverside County Regional Wastewater Authority (WRCRWA) admitted the City of Corona as a voting member of the WRCRWA. WRCRWA was formed as a joint powers authority in 1992 to construct and operate a regional wastewater conveyance, treatment and disposal system to serve its member agencies. Other member agencies include Home Gardens Sanitary District, Jurupa Community Services District, City of Norco, and Western Municipal Water District of Riverside County. To become a voting member of WRCRWA, the City was required to pay \$4 million as buy-in which represented membership and the WRCRWA's construction loan reserve requirement. The construction loan amount on the State Revolving Fund (SRF) loan for the WRCRWA Treatment Plan Expansion project was \$74,110,619. The current participants and their obligated contribution on this loan through June 30, 2022, were as follows:

	<u>Percent</u>
City of Corona	42.42%
Jurupa Community Services District	46.02%
City of Norco	9.10%
Home Gardens Sanitary District	1.58%
Western Municipal Water District	0.88%
Total	<u>100.00%</u>

On February 13, 2016, an incident occurred at the Water Reclamation Facility No. 1 causing 4.1 million gallons of fully treated water with chlorine residual released into a nearby creek. All necessary regulatory notifications were addressed in a timely manner, however, there might be a mandatory fine as well as an administrative fine assessed by the State Water Resources Control Board. The amount of the fine could not be reasonably estimated as of the financial statement date and would be solely determined by the State. As of date, the City has not received any notices of violation from the State.

As of June 30, 2022, in the opinion of City Administration, there were no additional outstanding matters that would have a significant effect on the financial position of the City.

**Note 17 – Tax Abatement**

In prior years, the City entered into various tax abatement agreements with local businesses. The abatements may be granted to any business located within or promising to relocate to the City. For the fiscal year ended June 30, 2022, the City abated taxes totaling \$6,863,651. Under this program, the City has the following tax abatement agreements:

- A sales tax abatement to a commercial fueling and energy operation facility for expanding operations within the City of Corona, resulting in significant new local sales tax revenues. Per the agreement, the City shall pay an amount equal to 50% of sales tax revenues received in excess of \$250,000.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 17 – Tax Abatement (Continued)**

- A sales tax reduction for a material production and construction company for creating employment opportunities and revenues within the City. Per the agreement, if during any fiscal year, sales tax revenues exceed \$1,000,000 the amount abated shall be a sum equal to 50% of the sales tax revenues in excess of \$250,000. If during any fiscal year, sales tax revenues are no less than \$500,000 and no more than \$1,000,000 the amount abated shall be a sum equal to 25% of the sales tax revenues in excess of \$250,000. If during any fiscal year, sales tax revenues are less than \$500,000 the City shall not pay the business.
- A sales tax reduction for construction and operation of an automotive dealership within the City. Per the agreement, the City shall make annual payments for 15 years in an amount equal to 50% of the sales tax revenues received in excess of \$200,000 annually, up to a maximum of \$6,000,000.
- A sales tax reduction for a warehouse wholesaler for building and operating a new store within the City. Per the agreement, sales tax revenues shall be allocated each year to the City from the first \$200,000 of revenues, the next \$200,000 to the developer and the balance allocated 50% to the City and 50% to the developer.
- A sales tax reduction for a commercial business involving the retail sale of construction materials for generating significant new tax revenues and maintaining sales office operations within the City. Per the agreement, the City shall pay quarterly in an amount equal to 50% of the sales tax revenues received.
- A sales tax reduction for a wholesale apparel retailer, for locating a new regional sales office within the City. Per the agreement, the City shall pay quarterly in an amount equal to 50% of the sales tax revenues received. Covenant Payments shall be equal to 60% of taxable sales if sales tax revenue exceeds \$2,500,000, the Owner hires 150 new employees and Owner invests at least \$51,500,000 into the City.

**Note 18 – Restatement of Beginning Net Position and Fund Balance**

The beginning net position and fund balance were restated as follows:

	<b>Net Position/Fund Balance</b>			
	<b>Governmental</b>		<b>Proprietary Fund</b>	
	<b>Governmental Activities</b>	<b>Fund General Fund</b>	<b>Water Enterprise Fund</b>	<b>Water Reclamation Enterprise Fund</b>
Net Position/Fund Balance, as previously reported	\$ 897,012,061	\$ 122,798,163	\$ 133,811,791	\$ 129,942,444
Unavailable revenue	3,163,103	-	-	-
Interfund loan	-	172,628,344	(3,614,688)	3,614,688
Net Position/Fund Balance, as restated	<u>\$ 900,175,164</u>	<u>\$ 295,426,507</u>	<u>\$ 130,197,103</u>	<u>\$ 133,557,132</u>

The beginning net position of governmental activities was restated to recognize the unbilled receivable for expenditures incurred in prior year.

The beginning fund balance of General Fund was restated due to the implementation of GASB Statement No. 87 and to report the interfund advances to Water and Water Reclamation Enterprise Funds in the amount total to \$172,628,344 for the purchase financed enterprise utilities. See Note 8A for more detail.

Beginning net position of the Water Enterprise Fund and Water Reclamation Enterprise Fund was restated to report interfund loan between these two funds for advances in the amount total to \$3,614,688 occurred prior to the year ended June 30, 2022. See Note 8B for more detail.

**City of Corona**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 19 – Net Investment in Capital Assets**

The net investment in capital assets for the governmental activities, business-type activities, and enterprise funds is calculated as follows:

	<b>Governmental Activities</b>	<b>Business-Type Activities</b>
Total capital assets, net	\$ 805,581,115	\$ 422,249,787
Unspent capital debt proceed	-	323,622
Capital related deferred inflows of resources	417,968	-
Retention payable	(806,972)	(702,777)
Capital related debt	(30,586,802)	(56,789,555)
Net investment in capital assets	<u>\$ 774,605,309</u>	<u>\$ 365,081,077</u>

	<b>Enterprise Funds</b>				
	<b>Water</b>	<b>Water Reclamation</b>	<b>Electric</b>	<b>Transit</b>	<b>Airport</b>
Total capital assets, net	\$ 270,180,628	\$ 139,238,723	\$ 10,352,754	\$ 2,444,031	\$ 33,651
Unspent capital debt proceed	312,725	10,897	-	-	-
Retention payable	(454,734)	(248,043)	-	-	-
Capital related debt	(38,206,472)	(18,583,083)	-	-	-
Net investment in capital assets	<u>\$ 231,832,147</u>	<u>\$ 120,418,494</u>	<u>\$ 10,352,754</u>	<u>\$ 2,444,031</u>	<u>\$ 33,651</u>



**REQUIRED SUPPLEMENTARY INFORMATION  
(UNAUDITED)**



**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Budgetary Comparison Schedule - General Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Taxes	\$ 139,962,406	\$ 151,310,723	\$ 157,874,886	\$ 6,564,163
Licenses and permits	1,928,400	2,087,500	2,521,625	434,125
Intergovernmental	1,791,265	3,329,943	4,027,178	697,235
Special assessments	497,332	570,746	573,201	2,455
Investment earnings	2,477,625	2,485,306	(5,693,460)	(8,178,766)
Fines and penalties	569,250	839,472	1,135,619	296,147
Current services	10,619,079	11,314,688	12,903,009	1,588,321
Payment in lieu of services	6,086,383	6,086,383	6,060,819	(25,564)
Other revenues	11,534,124	11,633,818	12,219,443	585,625
<b>Total revenues</b>	<b>175,465,864</b>	<b>189,658,579</b>	<b>191,622,320</b>	<b>1,963,741</b>
<b>EXPENDITURES:</b>				
Current:				
General government:				
City council	142,125	339,035	321,491	17,544
City attorney	1,761,315	5,607,740	5,607,740	-
City manager	4,333,045	10,090,137	9,110,492	979,645
City treasurer	15,682	25,494	25,494	-
Human resources	2,310,616	5,753,762	5,175,995	577,767
Finance	4,511,176	12,725,383	12,031,353	694,030
Non departmental	24,176,162	21,478,492	24,329,001	(2,850,509)
Information technology	-	131,010	24,268	106,742
Public safety- fire	30,621,029	90,050,587	88,959,047	1,091,540
Public safety- police	51,413,864	162,334,346	161,286,250	1,048,096
Public works and maintenance services	15,882,529	28,742,787	26,826,604	1,916,183
Community services	6,251,538	15,400,334	14,273,997	1,126,337
Planning and development	5,661,301	12,624,385	12,003,036	621,349
Economic development	1,019,827	2,535,387	2,369,713	165,674
Capital outlay	9,355,827	29,535,686	8,054,361	21,481,325
Debt service:				
Principal retirement	4,243,273	18,053,818	17,048,744	1,005,074
Interest and fiscal charges	-	2,163,455	3,306,976	(1,143,521)
<b>Total expenditures</b>	<b>161,699,309</b>	<b>417,591,838</b>	<b>390,754,562</b>	<b>26,837,276</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>13,766,555</b>	<b>(227,933,259)</b>	<b>(199,132,242)</b>	<b>28,801,017</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	1,200,000	1,281,600	1,197,681	(83,919)
Transfers out	(441,557)	(441,557)	(269,916)	171,641
Issuance of debt	-	222,013,459	223,947,991	1,934,532
<b>Total other financing sources (uses)</b>	<b>758,443</b>	<b>222,853,502</b>	<b>224,875,756</b>	<b>2,022,254</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$ 14,524,998</b>	<b>\$ (5,079,757)</b>	<b>25,743,514</b>	<b>\$ 30,823,271</b>
<b>FUND BALANCE:</b>				
Beginning of year, as restated (Note 18)			295,426,507	
End of year			<u>\$ 321,170,021</u>	

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Budgetary Comparison Schedule - Development Special Revenue Funds**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Licenses and permits	\$ 3,649,000	\$ 3,046,732	\$ 3,271,580	\$ 224,848
Investment earnings	445,169	342,374	(950,844)	(1,293,218)
Payment in lieu of services	-	-	151,680	151,680
Other revenues	-	11,903	-	(11,903)
<b>Total revenues</b>	<u>4,094,169</u>	<u>3,401,009</u>	<u>2,472,416</u>	<u>(928,593)</u>
<b>EXPENDITURES:</b>				
Current:				
Public safety- fire	7,185	7,185	7,185	-
Public safety- police	651	651	651	-
Public works and maintenance services	45,531	45,531	45,531	-
Community services	1,188	1,188	1,188	-
Capital outlay	<u>2,348,074</u>	<u>20,196,498</u>	<u>1,308,197</u>	<u>18,888,301</u>
<b>Total expenditures</b>	<u>2,402,629</u>	<u>20,251,053</u>	<u>1,362,752</u>	<u>18,888,301</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ 1,691,540</u>	<u>\$ (16,850,044)</u>	1,109,664	<u>\$ 17,959,708</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>16,303,526</u>	
End of year			<u>\$ 17,413,190</u>	

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Notes to the Budgetary Comparison Schedule**  
**For the Year Ended June 30, 2022**

---

**Budgetary Information**

Through the budget process, the City Council sets the direction of the City, allocates its resources and establishes its priorities. The annual budget establishes the foundation of effective financial management by providing resource planning, performance measures and controls that permit the evaluation and adjustment of the City's performance in all of its functional areas. It assures the efficient and effective uses of the City's economic resources, as well as ensuring the highest priorities are accomplished for the fiscal year. It also serves as a vehicle that accurately and openly communicates these priorities to the community, businesses, vendors, employees and other public agencies.

The City's budget cycle is on an annual basis, which serves a fiscal period from July 1 to June 30. The City's budgets are developed consistent with generally accepted principles and procedures. There are no significant non-budgeted financial activities. For governmental funds, revenues are budgeted by entitlements, grants, and estimates of future development and economic growth. Expenditures and transfers are budgeted based upon available financial resources.

The City of Corona's budget is prepared and based on five expense categories; personnel, non-personnel (such as supplies and services), capital outlay, debt service and capital improvement projects. The first two listed are considered operational in nature and are known as recurring costs. Capital outlays refer to minor equipment purchases which are generally infrequent and valued at less than \$50,000. Capital outlays are paid for out of the operating fund. Debt service refers to principal and interest payments on borrowed funds (such as bonds or long-term loans). Capital improvement projects (CIP) are asset acquisitions and/or major facilities, systems, and infrastructure improvements which cost over \$50,000. These reside "outside" of the operational budget and are an example of a one-time cost.

The City collects and records revenue and expenditures within the following categories

- Governmental Activities
- Business-type Activities

The governmental funds include the General Fund, special revenue, debt service and capital projects funds. All funding sources are kept separate for both reporting and use of the money. The General Fund funds most of the City services including public safety, recreation, and community development. In Fiscal Year 2022, the City was in the sixth year of a 'zero-based' budget procedure, which is a rigorous, structured approach in evaluating each dollar that is appropriated to fund critical City services and programs. Prior to that change, the City utilized an 'expenditure control budget' (ECB) procedure for 23 years, as outlined in previously adopted budget resolutions. The 'zero-based' budget approach is more responsive to service needs which may expand and contract over time.

The budget process begins as a team effort in January of each year. The Finance Department works in cooperation with all City departments to formulate revenue projections for the upcoming fiscal year. From this, the individual departments use the projected revenues to prioritize and recommend the next fiscal year's objectives. The City Manager's Office and the Finance Department jointly review each budget proposal, revenue assumptions, and all current financial obligations, before preparing the proposed document for the City Council. The City Council reviews the budget at multiple budget workshops, with the final adoption scheduled in June.

**Budgets and Budgetary Accounting**

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- 1 Before the beginning of the fiscal year the City Manager submits to the City Council a proposed budget for the year commencing July 1.
- 2 Public meetings are conducted to obtain taxpayer comments.
- 3 The budget is subsequently adopted through passage of a resolution and is not included herein but is published separately.
- 4 All appropriations are as originally adopted or as amended by the City Council and all unencumbered budgeted amounts lapse at year-end. However, grants may carry forward (continuing appropriation) to the next fiscal year as determined by the grant funding time period.
- 5 Continuing appropriations are re-budgeted by the City Council as part of the adoption of subsequent year's budget.
- 6 Legally adopted budget appropriations are set for the General Fund, Special Revenue, Debt service and Capital Projects funds.

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Notes to the Budgetary Comparison Schedule (Continued)**  
**For the Year Ended June 30, 2022**

---

- 7 The legal level of budgetary control is at the department level. A Department Director may transfer appropriations within the department. Expenditures may exceed appropriations at this level in the General Fund to the extent provided for in the annual budget resolution adopted by the City Council. The City Council, by the affirmative vote of three members, may amend the budget to add or delete appropriations, transfer between appropriations within a fund or change appropriation transfers between funds. Departments consolidated and presented under the General Government category are managerial and support departments that include City Council, City Treasurer, Management Services, Finance, Human Resources, Legal and Risk Management, and General Government (non-departmental).
- 8 Budgets for General Fund, Special Revenue, Debt Service and Capital Projects funds are adopted on a basis consisted with generally accepted accounting principles.

**General Fund**

General Fund appropriations and transfers out were originally adopted at \$161.7 million for Fiscal Year 2022. Final appropriations were increased by \$255.9 million to \$418.0 million. Among the budgetary increase, \$11.4 million was due to continuing appropriations from the prior year's capital projects and grant funded activities and \$2.3 million was for prior year committed purchases (encumbrances). There was \$242.2 million in supplemental funding and transfers approved by the City Council subsequent to the budget adoption due to the following reasons:

- The personnel budget increased by \$215.7 million in Fiscal Year 2022. In October 2021, the City issued pension obligation bonds totaling \$272.0 million. To record the bond issuance, the General Fund budget was increased by \$210.6 million. In early 2022, negotiations were completed with the various labor groups. The General Fund budget was increased by \$5.1 million to account for the respective salary and benefit changes approved by the City Council.
- The operating budget was increased by a total of \$18.1 million. The primary increase is related to the issuance of the pension obligation bonds. The General Fund debt service principal and interest expense budget increased by \$16.0 million. The Economic Development Department budget was increased by \$0.5 million to for a budget correction related to two purchase orders. The Police and Fire departments were increased by \$0.4 million for grant related activity.
- The capital outlay budget was increased by a net total of \$8.5 million. There was \$5.1 million approved for a property acquisition. An appropriation of \$1.1 million was added for the purchase of an Urban Search and Rescue Fire Apparatus. In addition, \$1.2 million was appropriated for the Harrison Street Shelter Project and \$715,000 for the Green Alleys Project. There were budgetary reductions for other projects that were completed or no longer needed.

Revenues and transfers in received in Fiscal Year 2022 had a favorable variance of \$2.4 million, due to the following reasons:

- The Taxes category accounts for the majority of the variance for Revenue and Transfers. Property taxes were higher than estimated by \$1.7 million, Sales tax was higher than estimated by \$3.9 million, and Other Taxes were higher than estimated by \$0.9 million. All of these areas outperformed the final budget estimates for the fiscal year.
- The current services category was also higher than budgeted by \$1.6 million. Approximately \$1.0 million of the variances is related to building activities such as planning application fees, plan check, and engineering/inspection fees. There is a variance of \$0.2 million for fire department related activity, including emergency medical services and various inspection services. Additionally, there is a variance of \$0.1 million for activities related to Community Services, including passport revenues, recreation activities, and facility rentals.
- The Intergovernmental category has a variance of \$0.7 million, related to Federal grant activity. This category primarily accounts for grants and funding agreements with other governmental agencies.
- Investment earnings has a negative variance of \$8.2 million which includes book entries (\$8.3 million) for investment gains and losses.

The expenditures and transfers out in FY 2022 had a favorable variance of \$27.0 million. Included in the savings, \$21.5 million is unspent funding for ongoing capital improvement projects. These funds will be carried over to the next fiscal year to complete the projects. Additionally, a total of \$1.1 million will carry forward in the operating budget, as approved by the City Council. Of the \$1.1 million carryover funds, there is \$0.2 million for the homeless program operations and a total of \$0.8 million for grants in the Fire Department, Police Department, and Community Services. In addition, purchase orders totaling \$2.1 million encumbered in Fiscal Year 2022 will also be carried forward for activity that crosses fiscal years.

After considering the budgets carrying forward into Fiscal Year 2023 as noted above, the net savings for Fiscal Year 2022 is \$2.3 million. The savings is primarily from the personnel budget due to vacancies throughout the year. There were 61 new positions included in Fiscal Year 2022, largely due to the passage of Measure X. With the additional positions, there was an increase in the vacancy savings for Fiscal Year 2022. Public Works/Maintenance Services had a positive variance of \$1.1 million in the personnel budget. The Police Department personnel budget experienced a savings of \$0.7 million, Community Services had \$0.9 million, Finance had \$0.6 million, and Fire finished the year with a savings of \$0.3 million.

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Modified Approach for City Streets Infrastructure Capital Assets**  
**For the Year Ended June 30, 2022**

---

The City accounts for and reports its infrastructure capital assets in accordance with GASB Statement No. 34. Infrastructure assets are defined as the basic physical systems including street, water purification and distribution system, water reclamation collection and treatment facilities, park and recreation lands and improvement; stormwater conveyance system, and buildings combined with site amenities such as parking and landscaped areas used by the City in the conduct of City business. Each major infrastructure system can be divided into subsystems. For example, the street system can be divided into concrete and asphalt pavements, concrete curb and gutters, sidewalks, medians, streetlights, traffic control devices (signs, signals and pavement markings), landscaping and land. Subsystem detail is not presented in these basic financial statements; however, the City maintains detailed information on these subsystems in its core financial systems.

The City has elected to use the "modified approach" as defined by GASB Statement No. 34 for infrastructure reporting for its concrete and asphalt pavement system. Under the modified approach, eligible infrastructure capital assets are not required to be depreciated under the following requirements:

- The City manages the eligible infrastructure capital assets using an asset management system with characteristics of (1) an up-to-date inventory; (2) condition assessments and summary of results using a measurement scale; and (3) estimation of annual amount needed to maintain and preserve the assets at the established condition assessment level.
- The City documents that the eligible infrastructure capital assets are being preserved approximately at or above the established and disclosed condition assessment level.

The City commissioned a study to update the physical condition assessment of the streets within three regions of the City annually. The prior assessment study was completed in March 2019. The most recent assessments were performed using the StreetSaver software. The results from the assessments are shown below:

Assessment Date	PCI Rating
September 2018	73
October 2019	72
October 2020	71
November 2021	71
September 2022	71

The streets, primarily Portland Cement Concrete (PCC) and Asphalt Concrete (AC) pavement, were defined as all physical features associated with the operation of motorized vehicles that exist within the limits of right of way. City-owned streets are classified based on land use, access, and traffic utilization, into the following three classifications: arterial/major, collector, and local. The Citywide condition assessment will be performed every three years, with each year focusing on specific regions of the City. Each street was assigned a physical condition based on 17 potential defects. A Pavement Condition Index (PCI), a nationally recognized index, was assigned to each street and expressed in a continuous scale from 0 to 100, where 0 is assigned to the least acceptable physical condition and 100 is assigned the physical characteristics of a new street.

The following conditions were defined with the corresponding rating:

Condition	Rating
Good to Excellent	71-100
Fair	51-70
Poor	26-50
Very Poor	0-25

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Modified Approach for City Streets Infrastructure Capital Assets (Continued)**  
**For the Year Ended June 30, 2022**

The City's policy is to maintain an average rating of 71, or "Good" condition, for all streets. This rating level allows minor cracking and raveling of the pavement along with minor roughness that could be noticeable to drivers traveling at the posted speeds. As of September 2022, the City's street system was rated at a PCI index of 71 on the average for the entire network. A breakdown by condition is as follows:

<b>Condition</b>	<b>% of Streets</b>
Good to Excellent	48%
Fair	42%
Poor	8%
Very Poor	2%

The City's streets are constantly deteriorating resulting from the following four factors: (1) traffic using the streets; (2) the sun's ultra-violet rays drying out and breaking down the top layer of pavement; (3) utility company/private development interest trenching operations; and (4) water damage from natural precipitation and other urban runoff. The City is continuously taking actions to prevent deterioration through an on-going street rehabilitation program funded in the Capital Improvement Program. The program is formulated based on deficiencies identified as a part of the City's Pavement Management System (PMS). It includes short-term maintenance activities such as pothole patching, street sweeping, and crack sealing. The City expended \$21,336,640 on street maintenance for the fiscal year ended June 30, 2022. These expenditures delayed deterioration and maintained the street condition from the previous assessment. The condition of the streets is rated at 71 in the current year, the same as it was in the prior year. A majority of the current year expenditures were incurred by the McKinley Grade Separation project. The City has estimated that the amount of annual expenditures required to maintain the current average PCI rating of 71 through the year 2023 is a minimum of \$6,000,000. A schedule of the estimated annual amount required to maintain and preserve the City's streets at the current level compared to actual expenditures for street maintenance for the last five years is presented below:

<b>Fiscal Year</b>	<b>Requirement</b>	<b>Expenditures</b>	<b>Rating</b>
2017-2018	\$ 4,800,000	\$ 20,576,034	71
2018-2019	4,800,000	36,631,051	73
2019-2020	4,800,000	37,286,497	72
2020-2021	6,000,000	28,349,295	71
2021-2022	6,000,000	21,336,640	71

As of June 30, 2022, approximately 52% of the City's streets were rated below the average policy standard of 71. In the most recent physical condition assessment of all City streets, it was estimated that in addition to the minimum annual maintenance requirement of \$6.0 million, the total deferred work to rehabilitate all roads amounted to \$39.3 million as of June 30, 2022.

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Changes in Net Pension Liability and Related Ratios**  
**For the Year Ended June 30, 2022**

Last Ten Fiscal Years<sup>1</sup>

**California Public Employees' Retirement System Defined Pension Plan - Miscellaneous Plan**

Measurement period	2013-14 <sup>1</sup>	2014-15	2015-16	2016-17	2017-18
<b>Total pension liability</b>					
Service cost	\$ 5,035,483	\$ 4,563,432	\$ 4,295,676	\$ 4,540,608	\$ 4,516,596
Interest	21,435,216	22,262,610	23,066,815	23,517,716	24,208,803
Differences between expected and actual experience	-	(1,751,061)	(1,961,004)	(5,673,578)	(536,160)
Changes of assumptions	-	(5,796,569)	-	20,736,400	(1,534,054)
Benefit payments, including refunds of employee contributions	(13,231,513)	(13,719,331)	(14,718,032)	(15,593,323)	(17,027,780)
<b>Net change in total pension liability</b>	<b>13,239,186</b>	<b>5,559,081</b>	<b>10,683,455</b>	<b>27,527,823</b>	<b>9,627,405</b>
<b>Total pension liability - beginning</b>	<b>289,900,911</b>	<b>303,140,097</b>	<b>308,699,178</b>	<b>319,382,633</b>	<b>346,910,456</b>
<b>Total pension liability - ending (a)</b>	<b>\$ 303,140,097</b>	<b>\$ 308,699,178</b>	<b>\$ 319,382,633</b>	<b>\$ 346,910,456</b>	<b>\$ 356,537,861</b>
<b>Pension fiduciary net position</b>					
Contributions - employer	\$ 7,535,692	\$ 8,615,040	\$ 8,408,391	\$ 10,548,137	\$ 20,944,590
Contributions - employee	2,168,466	2,099,982	1,975,493	1,875,784	1,905,754
Net investment income	29,675,543	4,430,161	1,044,158	22,406,369	18,381,353
Benefit payments, including refunds of employee contributions	(13,231,513)	(13,719,331)	(14,718,032)	(15,593,323)	(17,027,780)
Net plan to plan resources movement	-	-	-	-	(531)
Administrative expense	-	(224,286)	(121,423)	(289,120)	(334,672)
Other miscellaneous income/expense	-	-	-	-	(635,548)
<b>Net change in plan fiduciary net position</b>	<b>26,148,188</b>	<b>1,201,566</b>	<b>(3,411,413)</b>	<b>18,947,847</b>	<b>23,233,166</b>
<b>Plan fiduciary net position - beginning<sup>2</sup></b>	<b>171,884,699</b>	<b>198,032,887</b>	<b>199,234,453</b>	<b>195,823,040</b>	<b>214,770,887</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 198,032,887</b>	<b>\$ 199,234,453</b>	<b>\$ 195,823,040</b>	<b>\$ 214,770,887</b>	<b>\$ 238,004,053</b>
<b>Plan net pension liability - ending (a) - (b)</b>	<b>\$ 105,107,210</b>	<b>\$ 109,464,725</b>	<b>\$ 123,559,593</b>	<b>\$ 132,139,569</b>	<b>\$ 118,533,808</b>
<b>Plan fiduciary net position as a percentage of the total pension liability</b>	<b>65.33%</b>	<b>64.54%</b>	<b>61.31%</b>	<b>61.91%</b>	<b>66.75%</b>
<b>Covered payroll<sup>3</sup></b>	<b>\$ 27,891,234</b>	<b>\$ 26,820,056</b>	<b>\$ 25,968,300</b>	<b>\$ 24,590,351</b>	<b>\$ 24,554,723</b>
<b>Plan net pension liability as a percentage of covered payroll</b>	<b>376.85%</b>	<b>408.15%</b>	<b>475.81%</b>	<b>537.36%</b>	<b>482.73%</b>

<sup>1</sup> Historical information is presented only for measurement periods for which GASB No. 68 is presented for periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

**Notes to Schedule:**

Benefit Changes: There were no changes in benefits.

Changes of Assumptions: In 2020 and 2021 there were no changes of assumptions. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense.) In 2014, amounts reported were based on the 7.5 percent discount rate.

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Changes in Net Pension Liability and Related Ratios (Continued)**  
**For the Year Ended June 30, 2022**

Last Ten Fiscal Years<sup>1</sup>

**California Public Employees' Retirement System Defined Pension Plan - Miscellaneous Plan**

Measurement period	2018-19	2019-20	2020-21
<b>Total pension liability</b>			
Service cost	\$ 4,280,881	\$ 4,466,642	\$ 4,403,881
Interest	25,059,830	25,962,850	26,674,374
Differences between expected and actual experience	715,766	1,615,820	(944,320)
Changes of assumptions	-	-	-
Benefit payments, including refunds of employee contributions	(17,813,858)	(19,025,658)	(19,979,193)
<b>Net change in total pension liability</b>	12,242,619	13,019,654	10,154,742
<b>Total pension liability - beginning</b>	356,537,861	368,780,480	381,800,134
<b>Total pension liability - ending (a)</b>	<u>\$ 368,780,480</u>	<u>\$ 381,800,134</u>	<u>\$ 391,954,876</u>
<b>Pension fiduciary net position</b>			
Contributions - employer	\$ 17,933,587	\$ 13,255,939	\$ 13,698,657
Contributions - employee	1,990,044	2,223,117	2,009,054
Net investment income	16,183,603	12,851,320	60,189,073
Benefit payments, including refunds of employee contributions	(17,813,858)	(19,025,658)	(19,979,193)
Net plan to plan resources movement	-	-	(53,189)
Administrative expense	(169,845)	(361,078)	(264,791)
Other miscellaneous income/expense	531	-	-
<b>Net change in plan fiduciary net position</b>	18,124,062	8,943,640	55,599,611
<b>Plan fiduciary net position - beginning</b>	238,004,053	256,128,115	265,071,755
<b>Plan fiduciary net position - ending (b)</b>	<u>\$ 256,128,115</u>	<u>\$ 265,071,755</u>	<u>\$ 320,671,366</u>
<b>Plan net pension liability - ending (a) - (b)</b>	<u>\$ 112,652,365</u>	<u>\$ 116,728,379</u>	<u>\$ 71,283,510</u>
<b>Plan fiduciary net position as a percentage of the total pension liability</b>	<u>69.45%</u>	<u>69.43%</u>	<u>81.81%</u>
<b>Covered payroll</b>	<u>\$ 23,197,580</u>	<u>\$ 24,461,346</u>	<u>\$ 26,963,410</u>
<b>Plan net pension liability as a percentage of covered payroll</b>	<u>485.62%</u>	<u>477.20%</u>	<u>264.37%</u>

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Changes in Net Pension Liability and Related Ratios**  
**For the Year Ended June 30, 2022**

Last Ten Fiscal Years<sup>1</sup>

**California Public Employees' Retirement System Defined Pension Plan - Safety Police Plan**

Measurement period	2013-14 <sup>1</sup>	2014-15	2015-16	2016-17	2017-18
<b>Total pension liability</b>					
Service cost	\$ 4,618,139	\$ 4,735,543	\$ 4,874,596	\$ 5,711,294	\$ 5,925,006
Interest	13,684,244	14,549,722	15,292,872	16,152,688	17,126,542
Differences between expected and actual experience	-	642,707	(1,847,830)	(1,030,480)	1,568,431
Changes of assumptions	-	(3,951,003)	-	14,785,639	(583,544)
Benefit payments, including refunds of employee contributions	(7,151,132)	(7,482,701)	(8,102,489)	(8,569,669)	(10,101,119)
<b>Net change in total pension liability</b>	<b>11,151,251</b>	<b>8,494,268</b>	<b>10,217,149</b>	<b>27,049,472</b>	<b>13,935,316</b>
<b>Total pension liability - beginning</b>	<b>183,723,079</b>	<b>194,874,330</b>	<b>203,368,598</b>	<b>213,585,747</b>	<b>240,635,219</b>
<b>Total pension liability - ending (a)</b>	<b>\$ 194,874,330</b>	<b>\$ 203,368,598</b>	<b>\$ 213,585,747</b>	<b>\$ 240,635,219</b>	<b>\$ 254,570,535</b>
<b>Pension fiduciary net position</b>					
Contributions - employer	\$ 5,431,639	\$ 6,390,487	\$ 7,032,238	\$ 7,414,869	\$ 7,944,109
Contributions - employee	1,462,671	1,517,507	1,599,970	1,841,663	1,706,509
Net investment income	19,983,092	2,973,078	707,298	16,030,928	13,353,137
Benefit payments, including refunds of employee contributions	(7,151,132)	(7,482,701)	(8,102,489)	(8,569,669)	(10,101,119)
Net plan to plan resources movement	-	-	-	-	(390)
Administrative expense	-	(155,162)	(84,027)	(205,265)	(242,374)
Other miscellaneous income/expense	-	-	-	-	(460,273)
<b>Net change in plan fiduciary net position</b>	<b>19,726,270</b>	<b>3,243,209</b>	<b>1,152,990</b>	<b>16,512,526</b>	<b>12,199,599</b>
<b>Plan fiduciary net position - beginning</b>	<b>114,905,084</b>	<b>134,631,354</b>	<b>137,874,563</b>	<b>139,027,553</b>	<b>155,540,079</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 134,631,354</b>	<b>\$ 137,874,563</b>	<b>\$ 139,027,553</b>	<b>\$ 155,540,079</b>	<b>\$ 167,739,678</b>
<b>Plan net pension liability - ending (a) - (b)</b>	<b>\$ 60,242,976</b>	<b>\$ 65,494,035</b>	<b>\$ 74,558,194</b>	<b>\$ 85,095,140</b>	<b>\$ 86,830,857</b>
<b>Plan fiduciary net position as a percentage of the total pension liability</b>	<b>69.09%</b>	<b>67.80%</b>	<b>65.09%</b>	<b>64.64%</b>	<b>65.89%</b>
<b>Covered payroll</b>	<b>\$ 15,848,108</b>	<b>\$ 16,848,270</b>	<b>\$ 17,276,613</b>	<b>\$ 17,998,531</b>	<b>\$ 18,658,498</b>
<b>Plan net pension liability as a percentage of covered payroll</b>	<b>380.13%</b>	<b>388.73%</b>	<b>431.56%</b>	<b>472.79%</b>	<b>465.37%</b>

<sup>1</sup> Historical information is presented only for measurement periods for which GASB No. 68 is presented for periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

**Notes to Schedule:**

Benefit Changes: There were no changes in benefits.

Changes of Assumptions: In 2020 and 2021, there were no changes of assumptions. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense.) In 2014, amounts reported were based on the 7.5 percent discount rate.

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Changes in Net Pension Liability and Related Ratios (Continued)**  
**For the Year Ended June 30, 2022**

Last Ten Fiscal Years<sup>1</sup>

**California Public Employees' Retirement System Defined Pension Plan - Safety Police Plan**

Measurement period	2018-19	2019-20	2020-21
<b>Total pension liability</b>			
Service cost	\$ 5,440,494	\$ 5,552,558	\$ 5,647,902
Interest	18,247,956	19,147,726	20,210,480
Differences between expected and actual experience	3,515,370	418,217	2,604,970
Changes of assumptions	-	-	-
Benefit payments, including refunds of employee contributions	(11,179,964)	(11,977,056)	(13,001,364)
<b>Net change in total pension liability</b>	16,023,856	13,141,445	15,461,988
<b>Total pension liability - beginning</b>	254,570,535	270,594,391	283,735,836
<b>Total pension liability - ending (a)</b>	<u>\$270,594,391</u>	<u>\$283,735,836</u>	<u>\$299,197,824</u>
<b>Pension fiduciary net position</b>			
Contributions - employer	\$ 8,647,659	\$ 15,780,216	\$ 13,995,784
Contributions - employee	1,554,430	1,611,310	1,715,846
Net investment income	11,128,659	9,184,495	44,733,798
Benefit payments, including refunds of employee contributions	(11,179,964)	(11,977,056)	(13,001,364)
Net plan to plan move	-	-	-
Administrative expense	(119,703)	(250,614)	(191,916)
Other miscellaneous income/expense	390	-	-
<b>Net change in plan fiduciary net position</b>	10,031,471	14,348,351	47,252,148
<b>Plan fiduciary net position - beginning</b>	167,739,678	177,771,149	192,119,500
<b>Plan fiduciary net position - ending (b)</b>	<u>\$177,771,149</u>	<u>\$192,119,500</u>	<u>\$239,371,648</u>
<b>Plan net pension liability - ending (a) - (b)</b>	<u>\$ 92,823,242</u>	<u>\$ 91,616,336</u>	<u>\$ 59,826,176</u>
<b>Plan fiduciary net position as a percentage of the total pension liability</b>	<u>65.70%</u>	<u>67.71%</u>	<u>80.00%</u>
<b>Covered payroll</b>	<u>\$ 17,096,107</u>	<u>\$ 17,137,525</u>	<u>\$ 17,699,772</u>
<b>Plan net pension liability as a percentage of covered payroll</b>	<u>542.95%</u>	<u>534.59%</u>	<u>338.01%</u>

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of the City's Proportionate Share of the Net Pension Liability and Related Ratios**  
**For the Year Ended June 30, 2022**

Last Ten Fiscal Years<sup>1</sup>

**California Public Employees' Retirement System Defined Pension Plan - Safety Fire Plan**

Measurement period	2013-14 <sup>1</sup>	2014-15	2015-16	2016-17	2017-18
City's proportion of the net pension liability	0.460390%	0.463050%	0.454250%	0.440050%	0.469000%
City's proportionate share of the net pension liability	\$ 28,647,492	\$ 31,783,428	\$ 39,306,263	\$ 43,640,517	\$ 44,243,817
City's covered payroll	\$ 9,308,854	\$ 9,624,801	\$ 9,885,314	\$ 10,511,383	\$ 10,100,596
City's proportionate share of the net pension liability as a percentage of its covered payroll	<u>307.74%</u>	<u>330.22%</u>	<u>397.62%</u>	<u>415.17%</u>	<u>438.03%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>78.83%</u>	<u>77.78%</u>	<u>73.76%</u>	<u>73.61%</u>	<u>74.38%</u>

<sup>1</sup> Historical information is presented only for measurement periods for which GASB No. 68 is presented for periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

**Notes to Schedule:**

Benefit Changes: There were no changes in benefits.

Changes of Assumptions: In 2020 and 2021, there were no changes of assumptions. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense.) In 2014, amounts reported were based on the 7.5 percent discount rate.

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of the City's Proportionate Share of the Net Pension Liability and Related Ratios (Continued)**  
**For the Year Ended June 30, 2022**

---

Last Ten Fiscal Years<sup>1</sup>

**California Public Employees' Retirement System Defined Pension Plan - Safety Fire Plan**

Measurement period	2018-19	2019-20	2020-21
City's proportion of the net pension liability	0.440950%	0.485490%	0.608630%
City's proportionate share of the net pension liability	\$ 48,071,798	\$ 52,823,339	\$ 32,916,531
City's covered payroll	\$ 9,911,459	\$ 9,614,463	\$ 10,418,921
City's proportionate share of the net pension liability as a percentage of its covered payroll	<u>485.01%</u>	<u>549.42%</u>	<u>315.93%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>73.40%</u>	<u>72.01%</u>	<u>83.22%</u>

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Pensions**  
**For the Year Ended June 30, 2022**

**Last Ten Fiscal Years<sup>1</sup>**

**California Public Employees' Retirement System Defined Pension Plan - Miscellaneous Plan**

Fiscal year	2014	2015	2016	2017	2018
Actuarially determined contribution	\$ 7,535,692	\$ 8,615,040	\$ 8,408,391	\$ 10,548,137	\$ 10,844,590
Contributions in relation to the actuarially determined contribution	(7,535,692)	(8,615,040)	(8,408,391)	(10,548,137)	(20,944,590)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (10,100,000)</u>
Covered payroll <sup>2</sup>	\$ 27,891,234	\$ 26,820,056	\$ 25,968,300	\$ 24,590,351	\$ 24,554,723
Contributions as a percentage of covered payroll	27.02%	32.12%	32.38%	42.90%	85.30%

1 Historical information is presented only for measurement periods for which GASB No. 68 is presented for periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

2 Includes on year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-2022; 3 percent payroll growth assumption for fiscal years ended June 30, 2014-2017.

**Notes to Schedule:**

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2020-21 were derived from the June 30, 2018 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Asset valuation method	15 year smoothed market
Inflation	2.500%
Salary increases	varies by entry age and service
Payroll Growth	2.750%
Investment rate of return	7% Net of Pension Plan Investment and Administrative Expenses; includes Inflation.
Retirement age	The probabilities of Retirement are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Pensions (Continued)**  
**For the Year Ended June 30, 2022**

---

**Last Ten Fiscal Years<sup>1</sup>**

**California Public Employees' Retirement System Defined Pension Plan - Miscellaneous Plan**

Fiscal year	2019	2020	2021	2022
Actuarially determined contribution	\$ 11,933,587	\$ 13,255,939	\$ 13,698,657	\$ 126,731,631
Contributions in relation to the actuarially determined contribution	(17,933,587)	(13,255,939)	(13,698,657)	(126,731,631)
Contribution deficiency (excess)	\$ (6,000,000)	\$ -	\$ -	\$ -
Covered payroll <sup>2</sup>	\$ 23,197,580	\$ 24,461,346	\$ 26,963,410	\$ 27,704,904
Contributions as a percentage of covered payroll.	77.31%	54.19%	50.80%	457.43%

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Pensions**  
**For the Year Ended June 30, 2022**

Last Ten Fiscal Years<sup>1</sup>

**California Public Employees' Retirement System Defined Pension Plan - Safety Police Plan**

Fiscal year	2014	2015	2016	2017	2018
Actuarially determined contribution	\$ 5,431,639	\$ 6,390,487	\$ 7,032,238	\$ 7,414,869	\$ 7,944,109
Contributions in relation to the actuarially determined contribution	(5,431,639)	(6,390,487)	(7,032,238)	(7,414,869)	(7,944,109)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 15,848,108	\$ 16,848,270	\$ 17,276,613	\$ 17,998,531	\$ 18,658,498
Contributions as a percentage of covered payroll.	34.27%	37.93%	40.70%	41.20%	42.58%

1 Historical information is presented only for measurement periods for which GASB No. 68 is presented for periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

2 Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-19; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

**Notes to Schedule:**

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2020-21 were derived from the June 30, 2018 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Asset valuation method	15 year smoothed market
Inflation	2.500%
Salary increases	varies by entry age and service
Payroll Growth	2.750%
Investment rate of return	7% Net of Pension Plan Investment and Administrative Expenses; includes Inflation.
Retirement age	The probabilities of Retirement are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Pensions (Continued)**  
**For the Year Ended June 30, 2022**

---

Last Ten Fiscal Years<sup>1</sup>

**California Public Employees' Retirement System Defined Pension Plan - Safety Police Plan**

Fiscal year	2019	2020	2021	2022
Actuarially determined contribution	\$ 8,647,659	\$ 9,780,216	\$ 13,995,784	\$ 103,659,698
Contributions in relation to the actuarially determined contribution	(8,647,659)	(15,780,216)	(13,995,784)	(103,659,698)
Contribution deficiency (excess)	\$ -	\$ (6,000,000)	\$ -	\$ -
Covered payroll <sup>2</sup>	\$ 17,096,107	\$ 17,137,525	\$ 17,699,772	\$ 18,186,516
Contributions as a percentage of covered payroll.	50.58%	92.08%	79.07%	76.96%

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Pensions (Continued)**  
**For the Year Ended June 30, 2022**

**Last Ten Fiscal Years<sup>1</sup>**

**California Public Employees' Retirement System Defined Pension Plan - Safety Fire Plan**

Fiscal year	2014	2015	2016	2017	2018
Actuarially determined contribution	\$ 4,045,566	\$ 4,239,757	\$ 4,648,267	\$ 3,537,799	\$ 3,772,862
Contributions in relation to the actuarially determined contribution	(4,045,566)	(4,239,757)	(4,648,267)	(3,537,799)	(3,772,862)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll <sup>2</sup>	\$ 9,308,854	\$ 9,624,801	\$ 9,885,314	\$ 10,511,383	\$ 10,100,596
Contributions as a percentage of covered payroll	43.46%	44.05%	47.02%	33.66%	37.35%

<sup>1</sup> Historical information is presented only for measurement periods for which GASB No. 68 is presented for periods after GASB 68

<sup>2</sup> Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-19; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

**Notes to Schedule:**

**Benefit Changes:** The figures above do not include any liability impact that may have resulted from plan changes which occurred after the June 30, 2017 valuation date. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes).

**Changes of Assumptions:** In 2021 and 2020, there were no changes of assumptions. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense.) In 2014, amounts reported were based on the 7.5 percent discount rate.

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Pensions (Continued)**  
**For the Year Ended June 30, 2022**

---

Last Ten Fiscal Years<sup>1</sup>

**California Public Employees' Retirement System Defined Pension Plan - Safety Fire Plan**

Fiscal year	2019	2020	2021	2022
Actuarially determined contribution	\$ 4,307,750	4,869,618	6,225,062	60,685,514
Contributions in relation to the actuarially determined contribution	(4,307,750)	(4,869,618)	(6,225,062)	(60,685,514)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll <sup>2</sup>	\$ 9,911,459	\$ 9,614,463	\$ 10,418,921	\$ 10,705,441
Contributions as a percentage of covered payroll	43.46%	50.65%	59.75%	566.87%

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Changes in Net Other Postemployment Benefits Liability and Related Ratios**  
**For the Year Ended June 30, 2022**

Last Ten Fiscal Years<sup>1</sup>

**Other Postemployment Benefits ("OPEB") Plan**

Measurement period	2016-17 <sup>1</sup>	2017-18	2018-19	2019-20
<b>Total OPEB liability</b>				
Service cost	\$ 1,391,792	\$ 1,437,025	\$ 1,674,724	\$ 1,053,465
Interest	10,487,715	10,832,995	11,059,411	9,441,454
Changes of benefit terms	-	-	-	-
Differences between expected and actual experience	-	-	(25,689,430)	-
Changes of assumptions	-	8,986,849	(2,130,435)	-
Benefit payments, including refunds of employee contributions	(6,931,922)	(7,431,858)	(7,890,228)	(8,282,764)
<b>Net change in total pension liability</b>	<b>4,947,585</b>	<b>13,825,011</b>	<b>(22,975,958)</b>	<b>2,212,155</b>
<b>Total OPEB liability - beginning</b>	<b>146,136,196</b>	<b>151,083,781</b>	<b>164,908,792</b>	<b>141,932,834</b>
<b>Total OPEB liability - ending (a)</b>	<b>\$ 151,083,781</b>	<b>\$ 164,908,792</b>	<b>\$ 141,932,834</b>	<b>\$ 144,144,989</b>
<b>OPEB fiduciary net position</b>				
Contributions - employer	\$ 10,000,838	\$ 10,445,297	\$ 10,006,129	\$ 11,847,476
Net investment income	3,235,963	2,899,746	2,770,796	1,676,639
Benefit payments, including refunds of employee contributions	(6,931,922)	(7,431,858)	(7,890,228)	(8,282,764)
Administrative expense	(16,420)	(19,731)	(9,161)	(23,600)
Other expenses	-	(47,396)	-	-
<b>Net change in plan fiduciary net position</b>	<b>6,288,459</b>	<b>5,846,058</b>	<b>4,877,536</b>	<b>5,217,751</b>
<b>Plan fiduciary net position - beginning</b>	<b>29,541,629</b>	<b>35,830,088</b>	<b>41,676,146</b>	<b>46,553,682</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 35,830,088</b>	<b>\$ 41,676,146</b>	<b>\$ 46,553,682</b>	<b>\$ 51,771,433</b>
<b>Plan net OPEB liability - ending (a) - (b)</b>	<b>\$ 115,253,693</b>	<b>\$ 123,232,646</b>	<b>\$ 95,379,152</b>	<b>\$ 92,373,556</b>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	<b>23.72%</b>	<b>25.27%</b>	<b>32.80%</b>	<b>35.92%</b>
<b>Covered-employee payroll</b>	<b>\$ 65,624,320</b>	<b>\$ 63,618,121</b>	<b>\$ 62,361,582</b>	<b>\$ 67,841,626</b>
<b>Plan net OPEB liability as a percentage of covered-employee payroll</b>	<b>175.63%</b>	<b>193.71%</b>	<b>152.95%</b>	<b>136.16%</b>

<sup>1</sup> Historical information is presented only for measurement periods after GASB 75 implementation in fiscal year of 2017-18 (measurement period of 2016-17). Additional years of information will be displayed as it becomes available.

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Changes in Net Other Postemployment Benefits Liability and Related Ratios (Continued)**  
**For the Year Ended June 30, 2022**

Last Ten Fiscal Years<sup>1</sup>

**Other Postemployment Benefits ("OPEB") Plan**

Measurement period	2020-21
<b>Total OPEB liability</b>	
Service cost	\$ 1,087,703
Interest	9,588,461
Changes of benefit terms	-
Differences between expected and actual experience	(8,434,702)
Changes of assumptions	15,474,651
Benefit payments, including refunds of employee contributions	(8,451,822)
<b>Net change in total pension liability</b>	9,264,291
<b>Total OPEB liability - beginning</b>	144,144,989
<b>Total OPEB liability - ending (a)</b>	<u>\$ 153,409,280</u>
<b>OPEB fiduciary net position</b>	
Contributions - employer	\$ 10,489,894
Net investment income	14,442,155
Benefit payments, including refunds of employee contributions	(8,451,822)
Administrative expense	(19,869)
Other expenses	-
<b>Net change in plan fiduciary net position</b>	16,460,358
<b>Plan fiduciary net position - beginning</b>	51,771,433
<b>Plan fiduciary net position - ending (b)</b>	<u>\$ 68,231,791</u>
<b>Plan net OPEB liability - ending (a) - (b)</b>	<u>\$ 85,177,489</u>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	<u>44.48%</u>
<b>Covered-employee payroll</b>	<u>\$ 68,613,350</u>
<b>Plan net OPEB liability as a percentage of covered-employee payroll</b>	<u>124.14%</u>

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Other Postemployment Benefits**  
**For the Year Ended June 30, 2022**

---

Last Ten Fiscal Years<sup>1</sup>

**Other Postemployment Benefits ("OPEB") Plan**

Fiscal year	2017	2018	2019	2020	2021
Actuarially determined contribution	\$ 10,000,838	\$ 10,443,091	\$ 10,760,239	\$ 11,087,025	\$ 10,481,185
Contributions in relation to the actuarially determined contribution	(10,000,838)	(10,445,297)	(10,006,129)	(11,847,476)	(10,489,894)
Contribution deficiency (excess)	\$ -	\$ (2,206)	\$ 754,110	\$ (760,451)	\$ (8,709)
Covered-employee payroll	\$ 65,624,320	\$ 63,618,121	\$ 62,361,582	\$ 67,841,626	\$ 68,613,350
Contributions as a percentage of covered-employee payroll. <sup>2</sup>	15.24%	16.42%	16.05%	17.46%	15.29%

1 Historical information is presented only for measurement periods after GASB 75 implementation in fiscal year of 2017-18 (measurement period of 2016-17). Additional years of information will be displayed as it becomes available.

**Notes to Schedule:**

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2020-21 were derived from the June 30, 2021 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Asset valuation method	Market valuation of assets
Discount Rate	6.05%
Payroll Growth	3.00%
General Inflation Rate	2.5% per year
Health Trend	5.6 in FY2023, step down 0.5% per year to 3.9% by 2076

**City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Other Postemployment Benefits (Continued)**  
**For the Year Ended June 30, 2022**

---

Last Ten Fiscal Years<sup>1</sup>

**Other Postemployment Benefits ("OPEB") Plan**

Fiscal year	2022
Actuarially determined contribution	\$ 10,744,736
Contributions in relation to the actuarially determined contribution	(10,744,736)
Contribution deficiency (excess)	\$ -
Covered-employee payroll	\$ 74,680,408
Contributions as a percentage of covered-employee payroll. <sup>2</sup>	14.39%

## **SUPPLEMENTARY INFORMATION**



**City of Corona**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Low Mod Income Housing Asset Capital Projects Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Investment earnings	\$ 154,408	\$ 297,233	\$ 3,684,213	\$ 3,386,980
Current services	25,000	220,000	-	(220,000)
Other revenues	669,945	1,297,390	4,117,244	2,819,854
<b>Total revenues</b>	<b>849,353</b>	<b>1,814,623</b>	<b>7,801,457</b>	<b>5,986,834</b>
<b>EXPENDITURES:</b>				
Current:				
Planning and development	175,335	483,407	335,571	147,836
Debt service:				
Principal retirement	-	13,920	13,920	-
Interest and fiscal charges	-	2,238	2,238	-
<b>Total expenditures</b>	<b>175,335</b>	<b>499,565</b>	<b>351,729</b>	<b>147,836</b>
<b>OTHER FINANCING SOURCES:</b>				
Proceeds from long term debt	227,697	227,697	227,697	-
<b>Total other financing sources</b>	<b>227,697</b>	<b>227,697</b>	<b>227,697</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$ 901,715</b>	<b>\$ 1,542,755</b>	<b>7,677,425</b>	<b>\$ 6,134,670</b>
<b>FUND BALANCE:</b>				
Beginning of year			29,945,467	
End of year			\$ 37,622,892	



## NONMAJOR GOVERNMENTAL FUNDS

### Nonmajor Special Revenue Funds:

**Special Revenue Funds** are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

**Gas Tax Fund** – accounts for receipts and expenditures of money apportioned under Street and Highway Code Section 2105, 2106, 2107, and 2107.5 of the State of California.

**Measure A Fund** - accounts for money generated by a half percent sales tax approved by the voters in 1989. This money is used to maintain and construct local streets and roads.

**Trip Reduction Fund** - accounts for allocations made by AB 2766 known as the Clean Air Act. The money is used to provide means and incentives for ridesharing in order to reduce traffic and air pollution.

**Asset Forfeiture Fund** - accounts for asset seizures and forfeitures resulting from police investigations and court decisions

**Special Tax District Fund** - accounts for revenues derived from annual assessments which are used to pay the cost incurred by the city for landscape maintenance, street light maintenance, and the City's Business Improvement District.

**Other Grants and Endowments Fund** - accounts for receipts and expenditures of money received from various governmental grants and various library grants.

**Residential Refuse Fund** - accounts for receipts from refuse billings and collections to pay for vendor services and impact roadways.

### Nonmajor Capital Project Fund:

**Public Facility Project Fund**- accounts for transactions related to proceeds from debt and other resources and their use to acquire and construct certain capital facilities.

**HUD Grants Fund** - accounts for grants from the department of Housing and Urban Development (HUD) and expenditures for the block grant programs as approved by the City Council.

**Planned Local Drainage Fund** - accounts for storm water drainage fees developers as a result of City ordinance 1279. The money is used to construct water drainage facilities within a drainage area.

**City of Corona**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2022**

	Special Revenue Funds			
	Gas Tax	Measure A	Trip Reduction	Asset Forfeiture
<b>ASSETS</b>				
Cash and investments	\$ 7,783,766	\$ 17,898,748	\$ 1,462,102	\$ 450,463
Accounts receivable	166	7,430	-	-
Interest receivable	21,442	46,987	3,840	1,183
Due from other governments	577,706	1,772,423	55,733	-
Long term receivables	-	-	-	-
Loans receivable, net	-	-	-	-
Land held for resale	-	-	-	-
Restricted cash and investments	-	-	-	-
<b>Total assets</b>	<b>\$ 8,383,080</b>	<b>\$ 19,725,588</b>	<b>\$ 1,521,675</b>	<b>\$ 451,646</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable and accrued liabilities	\$ 181,968	\$ 99,587	\$ 2	\$ 136
Retention payable	178,681	158,280	-	-
Due to other funds	-	-	-	-
Advance from other funds	-	-	-	-
Deposit payable	-	-	-	-
Unearned revenue	-	-	-	185,903
<b>Total liabilities</b>	<b>360,649</b>	<b>257,867</b>	<b>2</b>	<b>186,039</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenue	-	519,407	55,733	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>519,407</b>	<b>55,733</b>	<b>-</b>
<b>Fund Balances (Deficits):</b>				
Restricted	8,022,431	18,948,314	1,465,940	265,607
Assigned	-	-	-	-
Unassigned (deficits)	-	-	-	-
<b>Total fund balances (deficits)</b>	<b>8,022,431</b>	<b>18,948,314</b>	<b>1,465,940</b>	<b>265,607</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 8,383,080</b>	<b>\$ 19,725,588</b>	<b>\$ 1,521,675</b>	<b>\$ 451,646</b>

(Continued)

**City of Corona**  
**Combining Balance Sheet (Continued)**  
**Nonmajor Governmental Funds**  
**June 30, 2022**

	Special Revenue Funds			Capital Projects Funds
	Special Tax Districts	Other Grants & Endowments	Residential Refuse	Public Facility Project
<b>ASSETS</b>				
Cash and investments	\$ 23,949,265	\$ 15,101,254	\$ 126,263	\$ -
Accounts receivable	73,720	436	1,450,182	-
Interest receivable	62,802	39,666	590	-
Due from other governments	141,814	236,875	36,691	4,134,486
Long term receivables	-	-	-	-
Loans receivable, net	-	-	-	-
Land held for resale	-	-	-	-
Restricted cash and investments	17,272	-	98,422	-
<b>Total assets</b>	<b>\$ 24,244,873</b>	<b>\$ 15,378,231</b>	<b>\$ 1,712,148</b>	<b>\$ 4,134,486</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable and accrued liabilities	\$ 279,431	\$ 37,295	\$ 949,699	\$ -
Retention payable	-	-	-	-
Due to other funds	57,168	34,119	-	4,273,280
Advance from other funds	1,596,663	-	-	-
Deposit payable	1,550	-	-	-
Unearned revenue	12,613	15,031,852	296,509	-
<b>Total liabilities</b>	<b>1,947,425</b>	<b>15,103,266</b>	<b>1,246,208</b>	<b>4,273,280</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenue	-	-	-	3,163,103
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,163,103</b>
<b>Fund Balances (Deficits):</b>				
Restricted	22,297,448	274,965	465,940	-
Assigned	-	-	-	-
Unassigned (deficits)	-	-	-	(3,301,897)
<b>Total fund balances (deficits)</b>	<b>22,297,448</b>	<b>274,965</b>	<b>465,940</b>	<b>(3,301,897)</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 24,244,873</b>	<b>\$ 15,378,231</b>	<b>\$ 1,712,148</b>	<b>\$ 4,134,486</b>

(Continued)

**City of Corona**  
**Combining Balance Sheet (Continued)**  
**Nonmajor Governmental Funds**  
**June 30, 2022**

	Capital Projects Funds			Total Nonmajor Governmental Funds
	HUD Grants	Planned Local Drainage	Other Grants	
ASSETS				
Cash and investments	\$ 717,174	\$ 343,840	\$ 288,347	68,121,222
Accounts receivable	18,273	111	-	1,550,318
Interest receivable	-	-	758	177,268
Due from other governments	570,757	311,287	11,545,402	19,383,174
Long term receivables	1,717,405	-	-	1,717,405
Loans receivable, net	2,248,537	-	2,300,000	4,548,537
Land held for resale	1,461,000	-	-	1,461,000
Restricted cash and investments	-	-	628,552	744,246
Total assets	\$ 6,733,146	\$ 655,238	\$ 14,763,059	\$ 97,703,170
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	\$ 105,265	\$ 16,591	\$ 2,730,407	\$ 4,400,381
Retention payable	24,276	-	375,179	736,416
Due to other funds	494,147	-	9,852,913	14,711,627
Advance from other funds	-	-	-	1,596,663
Deposit payable	3,500	-	54,716	59,766
Unearned revenue	93,680	-	275,681	15,896,238
Total liabilities	720,868	16,591	13,288,896	37,401,091
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue	-	-	6,476,413	10,214,656
Total deferred inflows of resources	-	-	6,476,413	10,214,656
Fund Balances (Deficits):				
Restricted	6,012,278	-	-	57,752,923
Assigned	-	638,647	-	638,647
Unassigned (deficits)	-	-	(5,002,250)	(8,304,147)
Total fund balances (deficits)	6,012,278	638,647	(5,002,250)	50,087,423
Total liabilities, deferred inflows of resources and fund balances	\$ 6,733,146	\$ 655,238	\$ 14,763,059	\$ 97,703,170

(Concluded)

**City of Corona**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the Year Ended June 30, 2022**

	Special Revenue Funds			
	Gas Tax	Measure A	Trip Reduction	Asset Forfeiture
<b>REVENUES:</b>				
Licenses and permits	\$ -	\$ -	\$ -	\$ -
Fines and Penalties	-	-	-	-
Intergovernmental	7,325,323	5,768,921	163,100	65,384
Special assessments	-	-	-	-
Investment earnings	(280,048)	(648,395)	(51,179)	(20,517)
Current services	-	-	-	-
Other revenues	22,266	9,687	-	-
<b>Total revenues</b>	<b>7,067,541</b>	<b>5,130,213</b>	<b>111,921</b>	<b>44,867</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety- Police	-	-	-	192,868
Public works & maintenance services	1,165,268	115,757	25,540	-
Community services	-	-	-	-
Community development	-	-	-	-
Capital outlay	4,760,681	5,492,357	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	646
<b>Total expenditures</b>	<b>5,925,949</b>	<b>5,608,114</b>	<b>25,540</b>	<b>193,514</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>1,141,592</b>	<b>(477,901)</b>	<b>86,381</b>	<b>(148,647)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	-	-	-
Transfers out	(1,116,081)	-	-	-
Issuance of debt	-	-	-	-
<b>Total other financing sources (uses)</b>	<b>(1,116,081)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CHANGES IN FUND BALANCES</b>	<b>25,511</b>	<b>(477,901)</b>	<b>86,381</b>	<b>(148,647)</b>
<b>FUND BALANCES (DEFICITS):</b>				
Beginning of year	7,996,920	19,426,215	1,379,559	414,254
End of year	<u>\$ 8,022,431</u>	<u>\$ 18,948,314</u>	<u>\$ 1,465,940</u>	<u>\$ 265,607</u>

(Continued)

**City of Corona**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)**  
**Nonmajor Governmental Funds**  
**For the Year Ended June 30, 2022**

	Special Revenue Funds			Capital Projects Funds
	Special Tax Districts	Other Grants & Endowments	Residential Refuse	Public Facility Project
<b>REVENUES:</b>				
Licenses and permits	\$ -	\$ -	\$ -	\$ -
Fines and Penalties	-	-	45,946	-
Intergovernmental	-	963,980	141,962	-
Special assessments	8,859,745	-	-	-
Investment earnings	(740,699)	(287,055)	(6,055)	-
Current services	57,163	52,750	10,549,990	-
Other revenues	91,751	35,844	-	-
<b>Total revenues</b>	<b>8,267,960</b>	<b>765,519</b>	<b>10,731,843</b>	<b>-</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety- Police	-	447,208	-	-
Public works & maintenance services	7,432,896	-	11,127,092	-
Community services	-	58,136	20,534	-
Community development	-	75,753	-	-
Capital outlay	110,560	208,072	41,752	-
Debt service:				
Principal retirement	-	-	19,069	-
Interest and fiscal charges	10,403	-	3,066	-
<b>Total expenditures</b>	<b>7,553,859</b>	<b>789,169</b>	<b>11,211,513</b>	<b>-</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>714,101</b>	<b>(23,650)</b>	<b>(479,670)</b>	<b>-</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	229,101	40,815	-
Transfers out	-	(81,600)	-	-
Issuance of debt	-	-	311,913	-
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>147,501</b>	<b>352,728</b>	<b>-</b>
<b>NET CHANGES IN FUND BALANCES</b>	<b>714,101</b>	<b>123,851</b>	<b>(126,942)</b>	<b>-</b>
<b>FUND BALANCES (DEFICITS):</b>				
Beginning of year	21,583,347	151,114	592,882	(3,301,897)
End of year	<u>\$ 22,297,448</u>	<u>\$ 274,965</u>	<u>\$ 465,940</u>	<u>\$ (3,301,897)</u>

(Continued)

**City of Corona**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)**  
**Nonmajor Governmental Funds**  
**For the Year Ended June 30, 2022**

	Capital Projects Funds			Total Nonmajor Governmental Funds
	HUD Grants	Planned Local Drainage	Other Grants	
<b>REVENUES:</b>				
Licenses and permits	\$ -	\$ 784,271	-	\$ 784,271
Fines and Penalties	250	-	-	46,196
Intergovernmental	424,859	-	13,849,156	28,702,685
Special assessments	-	-	-	8,859,745
Investment earnings	-	404	(9,386)	(2,042,930)
Current services	-	-	-	10,659,903
Other revenues	26,449	286,221	308,064	780,282
<b>Total revenues</b>	<b>451,558</b>	<b>1,070,896</b>	<b>14,147,834</b>	<b>47,790,152</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety- Police	-	-	-	640,076
Public works & maintenance services	-	2,249,383	-	22,115,936
Community services	-	-	47,674	126,344
Community development	372,250	-	-	448,003
Capital outlay	392,981	9,936	19,530,646	30,546,985
Debt service:				
Principal retirement	8,630	83,469	-	111,168
Interest and fiscal charges	1,388	13,420	-	28,923
<b>Total expenditures</b>	<b>775,249</b>	<b>2,356,208</b>	<b>19,578,320</b>	<b>54,017,435</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(323,691)</b>	<b>(1,285,312)</b>	<b>(5,430,486)</b>	<b>(6,227,283)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	-	-	269,916
Transfers out	-	-	-	(1,197,681)
Issuance of debt	141,170	1,365,454	-	1,818,537
<b>Total other financing sources (uses)</b>	<b>141,170</b>	<b>1,365,454</b>	<b>-</b>	<b>890,772</b>
<b>NET CHANGES IN FUND BALANCES</b>	<b>(182,521)</b>	<b>80,142</b>	<b>(5,430,486)</b>	<b>(5,336,511)</b>
<b>FUND BALANCES (DEFICITS):</b>				
Beginning of year	6,194,799	558,505	428,236	55,423,934
End of year	\$ 6,012,278	\$ 638,647	\$ (5,002,250)	\$ 50,087,423

(Concluded)



**City of Corona**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Gas Tax Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ 7,395,482	\$ 7,285,482	\$ 7,325,323	\$ 39,841
Investment earnings	98,330	105,395	(280,048)	(385,443)
Other revenues	-	9,372	22,266	12,894
<b>Total revenues</b>	<u>7,493,812</u>	<u>7,400,249</u>	<u>7,067,541</u>	<u>(332,708)</u>
<b>EXPENDITURES:</b>				
Current:				
Public works & maintenance services	1,577,374	3,472,569	1,165,268	2,307,301
Capital outlay	4,150,482	9,775,874	4,760,681	5,015,193
Debt service:				
Principal retirement	-	119,293	-	119,293
Interest and fiscal charges	-	19,180	-	19,180
<b>Total expenditures</b>	<u>5,727,856</u>	<u>13,386,916</u>	<u>5,925,949</u>	<u>7,460,967</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>1,765,956</u>	<u>(5,986,667)</u>	<u>1,141,592</u>	<u>7,128,259</u>
<b>OTHER FINANCING (USES):</b>				
Transfers out	<u>(1,200,000)</u>	<u>(1,200,000)</u>	<u>(1,116,081)</u>	<u>83,919</u>
<b>Total other financing (uses)</b>	<u>(1,200,000)</u>	<u>(1,200,000)</u>	<u>(1,116,081)</u>	<u>83,919</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ 565,956</u>	<u>\$ (7,186,667)</u>	<u>25,511</u>	<u>\$ 7,212,178</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>7,996,920</u>	
End of year			<u>\$ 8,022,431</u>	

**City of Corona**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Measure A Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ 4,378,000	\$ 4,378,000	\$ 5,768,921	\$ 1,390,921
Investment earnings	292,250	241,771	(648,395)	(890,166)
Other revenues	-	9,687	9,687	-
<b>Total revenues</b>	<u>4,670,250</u>	<u>4,629,458</u>	<u>5,130,213</u>	<u>500,755</u>
<b>EXPENDITURES:</b>				
Current:				
Public works & maintenance services	115,759	115,759	115,757	2
Capital outlay	<u>7,090,316</u>	<u>22,951,631</u>	<u>5,492,357</u>	<u>17,459,274</u>
<b>Total expenditures</b>	<u>7,206,075</u>	<u>23,067,390</u>	<u>5,608,114</u>	<u>17,459,276</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ (2,535,825)</u>	<u>\$ (18,437,932)</u>	<u>(477,901)</u>	<u>\$ 17,960,031</u>
<b>FUND BALANCE:</b>				
Beginning of year			19,426,215	
End of year			<u>\$ 18,948,314</u>	

**City of Corona**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Trip Reduction Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ -	\$ 200,000	\$ 163,100	\$ (36,900)
Investment earnings	18,072	18,145	(51,179)	(69,324)
<b>Total revenues</b>	<u>18,072</u>	<u>218,145</u>	<u>111,921</u>	<u>(106,224)</u>
<b>EXPENDITURES:</b>				
Current:				
Public works & maintenance services	100	29,550	25,540	4,010
Capital Outlay	-	76,500	-	76,500
<b>Total expenditures</b>	<u>100</u>	<u>106,050</u>	<u>25,540</u>	<u>80,510</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ 17,972</u>	<u>\$ 112,095</u>	86,381	<u>\$ (25,714)</u>
<b>FUND BALANCE:</b>				
Beginning of year			1,379,559	
End of year			<u>\$ 1,465,940</u>	

**City of Corona**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Asset Forfeiture Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ -	\$ 55,725	\$ 65,384	\$ 9,659
Investment earnings	6,634	7,096	(20,517)	(27,613)
<b>Total revenues</b>	<u>6,634</u>	<u>62,821</u>	<u>44,867</u>	<u>(17,954)</u>
<b>EXPENDITURES:</b>				
Current:				
Public safety - police	161,200	218,505	192,868	25,637
Debt service:				
Interest and fiscal charges	500	500	646	(146)
<b>Total expenditures</b>	<u>161,700</u>	<u>219,005</u>	<u>193,514</u>	<u>25,491</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ (155,066)</u>	<u>\$ (156,184)</u>	(148,647)	<u>\$ 7,537</u>
<b>FUND BALANCE:</b>				
Beginning of year			414,254	
End of year			<u>\$ 265,607</u>	

**City of Corona**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Special Tax District Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Special assessments	\$ 8,689,964	\$ 8,725,287	\$ 8,859,745	\$ 134,458
Investment earnings	329,862	423,879	(740,699)	(1,164,578)
Current services	69,776	69,776	57,163	(12,613)
Other revenues	29,487	51,351	91,751	40,400
<b>Total revenues</b>	<u>9,119,089</u>	<u>9,270,293</u>	<u>8,267,960</u>	<u>(1,002,333)</u>
<b>EXPENDITURES:</b>				
Current:				
Public works & maintenance services	7,852,570	8,644,982	7,432,896	1,212,086
Capital outlay	-	1,565,602	110,560	1,455,042
Debt service:				
Interest and fiscal charges	3,530	3,530	10,403	(6,873)
<b>Total expenditures</b>	<u>7,856,100</u>	<u>10,214,114</u>	<u>7,553,859</u>	<u>2,660,255</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ 1,262,989</u>	<u>\$ (943,821)</u>	714,101	<u>\$ 1,657,922</u>
<b>FUND BALANCE:</b>				
Beginning of year			21,583,347	
End of year			<u>\$ 22,297,448</u>	

**City of Corona**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Other Grants & Endowments Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ 612,521	\$ 15,403,964	\$ 963,980	\$ (14,439,984)
Investment earnings	13,064	209,473	(287,055)	(496,528)
Current services	55,000	40,000	52,750	12,750
Other revenue	-	-	35,844	35,844
<b>Total revenues</b>	<b>680,585</b>	<b>15,653,437</b>	<b>765,519</b>	<b>(14,887,918)</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety - police	545,217	676,486	447,208	229,278
Community services	-	101,159	58,136	43,023
Planning and development	99,047	1,597,975	75,753	1,522,222
Capital outlay	-	29,130,448	208,072	28,922,376
<b>Total expenditures</b>	<b>644,264</b>	<b>31,506,068</b>	<b>789,169</b>	<b>30,716,899</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>36,321</b>	<b>(15,852,631)</b>	<b>(23,650)</b>	<b>15,828,981</b>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	-	229,101	229,101	-
Transfer out	-	(81,600)	(81,600)	-
<b>Total other financing sources</b>	<b>-</b>	<b>147,501</b>	<b>147,501</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$ 36,321</b>	<b>\$ (15,705,130)</b>	<b>123,851</b>	<b>\$ 15,828,981</b>
<b>FUND BALANCE:</b>				
Beginning of year			151,114	
End of year			<u>\$ 274,965</u>	

**City of Corona**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Residential Refuse Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ 111,600	\$ 124,256	\$ 141,962	\$ 17,706
Investment earnings	(400)	184	(6,055)	(6,239)
Fines and penalties	135,500	19,574	45,946	26,372
Current services	10,876,486	10,500,639	10,549,990	49,351
<b>Total revenues</b>	<u>11,123,186</u>	<u>10,644,653</u>	<u>10,731,843</u>	<u>87,190</u>
<b>EXPENDITURES:</b>				
Current:				
Public works & maintenance services	11,584,042	11,972,285	11,127,092	845,193
Community services	-	139,766	20,534	119,232
Capital outlay	-	239,839	41,752	198,087
Debt service:				
Principal retirement	-	19,069	19,069	-
Interest and fiscal charges	-	3,066	3,066	-
<b>Total expenditures</b>	<u>11,584,042</u>	<u>12,374,025</u>	<u>11,211,513</u>	<u>1,162,512</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(460,856)</u>	<u>(1,729,372)</u>	<u>(479,670)</u>	<u>1,249,702</u>
<b>OTHER FINANCING SOURCES:</b>				
Issuance of debt	-	-	311,913	311,913
Transfers in	-	40,815	40,815	-
<b>Total other financing sources</b>	<u>-</u>	<u>40,815</u>	<u>352,728</u>	<u>311,913</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ (460,856)</u>	<u>\$ (1,688,557)</u>	<u>(126,942)</u>	<u>\$ 1,561,615</u>
<b>FUND BALANCE:</b>				
Beginning of year			592,882	
End of year			<u>\$ 465,940</u>	

**City of Corona**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Public Facility Project Capital Projects Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>EXPENDITURES:</b>				
Capital outlay	\$ -	\$ 668,839	\$ -	\$ 668,839
<b>Total expenditures</b>	<u>-</u>	<u>668,839</u>	<u>-</u>	<u>668,839</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ (668,839)</u>	<u>-</u>	<u>\$ 668,839</u>
<b>FUND BALANCE (DEFICIT):</b>				
Beginning of year			(3,301,897)	
End of year			<u>\$ (3,301,897)</u>	

**City of Corona**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**HUD Grants Capital Projects Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Fines and penalties	\$ -	\$ -	\$ 250	\$ 250
Intergovernmental	1,646,500	1,646,500	424,859	(1,221,641)
Current services	-	83,677	-	(83,677)
Other revenues	-	76,179	26,449	(49,730)
<b>Total revenues</b>	<u>1,646,500</u>	<u>1,806,356</u>	<u>451,558</u>	<u>(1,354,798)</u>
<b>EXPENDITURES:</b>				
Current:				
Planning and development	204,226	422,035	372,250	49,785
Capital outlay	1,440,260	5,223,203	392,981	4,830,222
Debt service:				
Principal retirement	-	8,630	8,630	-
Interest and fiscal charges	-	1,388	1,388	-
<b>Total expenditures</b>	<u>1,644,486</u>	<u>5,655,256</u>	<u>775,249</u>	<u>4,880,007</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>2,014</u>	<u>(3,848,900)</u>	<u>(323,691)</u>	<u>(6,234,805)</u>
<b>OTHER FINANCING SOURCES:</b>				
Issuance of debt	-	-	141,170	141,170
<b>Total other financing sources</b>	<u>-</u>	<u>-</u>	<u>141,170</u>	<u>141,170</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ 2,014</u>	<u>\$ (3,848,900)</u>	<u>(182,521)</u>	<u>\$ (6,093,635)</u>
<b>FUND BALANCE (DEFICIT):</b>				
Beginning of year			6,194,799	
End of year			<u>\$ 6,012,278</u>	

**City of Corona**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Planned Local Drainage Capital Projects Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Licenses and permits	\$ 762,863	\$ 762,863	\$ 784,271	\$ 21,408
Investment earnings	-	-	404	404
Other Revenues	286,165	286,165	286,221	56
<b>Total revenues</b>	<u>1,049,028</u>	<u>1,049,028</u>	<u>1,070,896</u>	<u>21,868</u>
<b>EXPENDITURES:</b>				
Current:				
Public works & maintenance services	1,090,286	2,407,557	2,249,383	158,174
Capital outlay	160,775	283,076	9,936	273,140
Debt service:				
Principal retirement	-	83,469	83,469	-
Interest and fiscal charges	-	13,420	13,420	-
<b>Total expenditures</b>	<u>1,251,061</u>	<u>2,787,522</u>	<u>2,356,208</u>	<u>431,314</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(202,033)</u>	<u>(1,738,494)</u>	<u>(1,285,312)</u>	<u>453,182</u>
<b>OTHER FINANCING SOURCES:</b>				
Issuance of debt	-	-	1,365,454	1,365,454
<b>Total other financing sources</b>	<u>-</u>	<u>-</u>	<u>1,365,454</u>	<u>1,365,454</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ (202,033)</u>	<u>\$ (1,738,494)</u>	80,142	<u>\$ 1,818,636</u>
<b>FUND BALANCE:</b>				
Beginning of year			558,505	
End of year			<u>\$ 638,647</u>	

**City of Corona**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Other Grants Capital Projects Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ -	\$ 35,523,983	\$ 13,849,156	\$ (21,674,827)
Investment earnings	742	737	(9,386)	(10,123)
Other revenues	-	935,754	308,064	(627,690)
<b>Total revenues</b>	<u>742</u>	<u>36,460,474</u>	<u>14,147,834</u>	<u>(22,312,640)</u>
<b>EXPENDITURES:</b>				
Current:				
Community services	-	318,510	47,674	270,836
Capital outlay	-	110,618,126	19,530,646	91,087,480
<b>Total expenditures</b>	<u>-</u>	<u>110,936,636</u>	<u>19,578,320</u>	<u>91,358,316</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ 742</u>	<u>\$ (74,476,162)</u>	<u>(5,430,486)</u>	<u>\$ 69,045,676</u>
<b>FUND BALANCE:</b>				
Beginning of year			428,236	
End of year			<u>\$ (5,002,250)</u>	



## NONMAJOR ENTERPRISE FUNDS

**Transit Service Enterprise Fund** – This fund is used to account for the operations of the City's transportation system for a fixed route and demand response service (Corona Cruiser and Dial-A-Ride) which, along with farebox revenues, and grants from the Transportation Development Act (TDA).

**Airport Enterprise Fund** – This fund is used to account for the operations of the City's municipal airport. The airport provides services to general aviation aircraft for recreation purposes only. It is a self-supporting activity based on rental charges and state grants.



**City of Corona**  
**Combining Statement of Net Position**  
**Nonmajor Enterprise Funds**  
**June 30, 2022**

	Transit Services	Airport	Total
<b>ASSETS</b>			
<b>Current assets:</b>			
Cash and investments	\$ 765,278	\$ 1,390,431	\$ 2,155,709
Accounts receivable	4,018	19,354	23,372
Interest receivable	2,681	3,652	6,333
Due from other government	404,315	34,835	439,150
Restricted cash and investments	255,544	-	255,544
<b>Total current assets</b>	<b>1,431,836</b>	<b>1,448,272</b>	<b>2,880,108</b>
<b>Noncurrent assets:</b>			
Capital assets:			
Capital assets, being depreciated, net	2,444,031	33,651	2,477,682
<b>Total noncurrent assets</b>	<b>2,444,031</b>	<b>33,651</b>	<b>2,477,682</b>
<b>Total assets</b>	<b>3,875,867</b>	<b>1,481,923</b>	<b>5,357,790</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Pension related items	560,538	-	560,538
OPEB related items	58,964	-	58,964
<b>Total deferred outflows of resources</b>	<b>619,502</b>	<b>-</b>	<b>619,502</b>
<b>LIABILITIES</b>			
<b>Current liabilities:</b>			
Accounts payable and accrued liabilities	515,395	250,962	766,357
Accrued interest payable	2,940	-	2,940
Unearned revenue	740,136	390	740,526
Deposit payable	-	380	380
Compensated absences, due within one year	9,605	-	9,605
Long-term debt - due within one year	58,293	-	58,293
<b>Total current liabilities</b>	<b>1,326,369</b>	<b>251,732</b>	<b>1,578,101</b>
<b>Noncurrent liabilities:</b>			
Long term liabilities, due in more than one year	884,590	-	884,590
Compensated absences, due in more than one year	53,311	-	53,311
Net pension liability	314,766	-	314,766
Net OPEB liability	183,278	-	183,278
<b>Total non-current liabilities</b>	<b>1,435,945</b>	<b>-</b>	<b>1,435,945</b>
<b>Total liabilities</b>	<b>2,762,314</b>	<b>251,732</b>	<b>3,014,046</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pension related items	135,850	-	135,850
OPEB related items	61,039	-	61,039
<b>Total deferred inflows of resources</b>	<b>196,889</b>	<b>-</b>	<b>196,889</b>
<b>NET POSITION</b>			
Investment in capital assets	2,444,031	33,651	2,477,682
Restricted	255,544	-	255,544
Unrestricted (deficit)	(1,163,409)	1,196,540	33,131
<b>Total net position</b>	<b>\$ 1,536,166</b>	<b>\$ 1,230,191</b>	<b>\$ 2,766,357</b>

**City of Corona**  
**Combining Statement of Revenues, Expenses, and Changes in Net Position**  
**Nonmajor Enterprise Funds**  
**For the Year Ended June 30, 2022**

	Transit Services	Airport	Total
<b>OPERATING REVENUES:</b>			
	\$ 2,055,243	\$ -	\$ 2,055,243
Fees and permits	-	38,390	38,390
Fines and permits	23,150	-	23,150
Other revenues	223,005	396,371	619,376
<b>Total operating revenues</b>	<b>2,301,398</b>	<b>434,761</b>	<b>2,736,159</b>
<b>OPERATING EXPENSES:</b>			
Personnel services	226,297	24,841	251,138
Contractual services	1,728,739	70,296	1,799,035
Materials and supplies	121,803	336,065	457,868
Utilities	154,914	12,645	167,559
Depreciation	661,942	14,296	676,238
<b>Total operating expenses</b>	<b>2,893,695</b>	<b>458,143</b>	<b>3,351,838</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(592,297)</b>	<b>(23,382)</b>	<b>(615,679)</b>
<b>NONOPERATING REVENUES (EXPENSES):</b>			
Intergovernmental	-	40,119	40,119
Investment earnings	(49,165)	(47,747)	(96,912)
Interest expense	(12,810)	-	(12,810)
<b>Total nonoperating revenues (expenses)</b>	<b>(61,975)</b>	<b>(7,628)</b>	<b>(69,603)</b>
<b>CHANGE IN NET POSITION</b>	<b>(654,272)</b>	<b>(31,010)</b>	<b>(685,282)</b>
<b>NET POSITION:</b>			
Beginning of the year	2,190,438	1,261,201	3,451,639
End of the year	<u>\$ 1,536,166</u>	<u>\$ 1,230,191</u>	<u>\$ 2,766,357</u>

**City of Corona**  
**Combining Statement of Cash Flows**  
**Nonmajor Enterprise Funds**  
**For the Year Ended June 30, 2022**

	Transit Service	Airport	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Cash receipts from customers and users	\$ 2,704,384	\$ 420,083	\$ 3,124,467
Cash paid to suppliers for goods and services	(2,611,892)	(173,660)	(2,785,552)
Cash paid to employees for services	(1,236,124)	(24,841)	(1,260,965)
<b>Net cash provided by (used in) operating activities</b>	<b>(1,143,632)</b>	<b>221,582</b>	<b>(922,050)</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>			
Intergovernmental grant received	-	5,224	5,224
Proceed from pension obligation bonds	1,004,270	-	1,004,270
Principal paid on pension obligation bonds	(61,387)	-	(61,387)
Interest paid on pension obligation bonds	(9,870)	-	(9,870)
<b>Net cash provided by noncapital financing activities</b>	<b>933,013</b>	<b>5,224</b>	<b>938,237</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>			
Acquisition of capital assets	(38,081)	-	(38,081)
<b>Net cash (used in) capital and related financing activities</b>	<b>(38,081)</b>	<b>-</b>	<b>(38,081)</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Investment loss	(47,919)	(47,785)	(95,704)
<b>Net cash (used in) investing activities</b>	<b>(47,919)</b>	<b>(47,785)</b>	<b>(95,704)</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>(296,619)</b>	<b>179,021</b>	<b>(117,598)</b>
<b>CASH AND CASH EQUIVALENTS:</b>			
Beginning of year	1,317,441	1,211,410	2,528,851
End of year	<u>\$ 1,020,822</u>	<u>\$ 1,390,431</u>	<u>\$ 2,411,253</u>
<b>CASH AND CASH EQUIVALENTS:</b>			
Cash and investments	\$ 765,278	\$ 1,390,431	\$ 2,155,709
Restricted cash and investments	255,544	-	255,544
<b>Total cash and cash equivalents</b>	<u><b>\$ 1,020,822</b></u>	<u><b>\$ 1,390,431</b></u>	<u><b>\$ 2,411,253</b></u>
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:</b>			
Operating income (loss)	\$ (592,297)	\$ (23,382)	\$ (615,679)
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	661,942	14,296	676,238
Change in assets and liabilities:			
(Increase) decrease in accounts receivable	(1,340)	(14,678)	(16,018)
(Increase) decrease in due from other government	238,968	-	238,968
(Increase) decrease in deferred outflows of resources related to pension	(426,223)	-	(426,223)
(Increase) decrease in deferred outflows of resources related to OPEB	(10,997)	-	(10,997)
Increase (decrease) in accounts payable and accrued liabilities	(606,837)	245,346	(361,491)
Increase (decrease) in compensated absences	(1,285)	-	(1,285)
Increase (decrease) in unearned revenue	165,358	-	165,358
Increase (decrease) in net pension liability	(630,734)	-	(630,734)
Increase (decrease) in net OPEB liability	(84,605)	-	(84,605)
Increase (decrease) in deferred inflows of resources related to pension	135,850	-	135,850
Increase (decrease) in deferred inflows of resources related to OPEB	8,568	-	8,568
<b>Total adjustments</b>	<b>(551,335)</b>	<b>244,964</b>	<b>(306,371)</b>
<b>Net cash provided by (used in) operating activities</b>	<u><b>\$ (1,143,632)</b></u>	<u><b>\$ 221,582</b></u>	<u><b>\$ (922,050)</b></u>



## INTERNAL SERVICE FUNDS

**Fleet Operations Fund** – This fund is used to account for lease of equipment to City departments as the equipment is used. Rental charges include amounts accumulated in the fund to pay for equipment replacements as needed

**Workers' Compensation Self-Insurance Fund** – This fund was established on December 1, 1974 at which time the City became self-insured. Claims and administrative expense are charged to this fund. Reserves are held by this fund to buffer the impact of unknown but potential losses.

**Liability Risk Self-Insurance Fund** – This fund is used to account for expenses in payment of claims, administrator's expense (including legal fees) and to establish reserves against future claims.

**Warehouse Fund** – This fund is used to account for expenses regarding distribution of inventory.

**Information Technology Fund** – This fund is used to account for software subscriptions, licenses, equipment, and administrative costs of the information Technology Department on behalf of the other funds.

**City of Corona**  
**Combining Statement of Net Position**  
**Internal Service Funds**  
**June 30, 2022**

	Fleet Operations	Self-Insurance Workers' Compensation	Liability Risk
<b>ASSETS</b>			
Current assets:			
Cash and investments	\$ 7,120,097	\$ 24,933,954	\$ 3,141,273
Accounts receivable	4,910	46,541	-
Inventories and prepaid items	208,537	-	-
<b>Total current assets</b>	<b>7,333,544</b>	<b>24,980,495</b>	<b>3,141,273</b>
Noncurrent assets:			
Capital assets, not depreciated	30,299	-	-
Capital assets, being depreciated, net	2,722,806	-	-
Intangible assets, net	1,084,937	-	-
<b>Total noncurrent assets</b>	<b>3,838,042</b>	<b>-</b>	<b>-</b>
<b>Total assets</b>	<b>11,171,586</b>	<b>24,980,495</b>	<b>3,141,273</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Pension related items	1,984,242	-	-
OPEB related items	361,910	-	-
<b>Total deferred outflows of resources</b>	<b>2,346,152</b>	<b>-</b>	<b>-</b>
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable and accrued liabilities	777,979	224,517	1,754,463
Accrued interest payable	7,366	-	-
Claim payable, due within one year	-	2,977,607	355,071
Compensated absences, due within one year	53,250	-	-
Long-term debt - due within one year	146,069	-	-
Lease payable, due within one year	228,772	-	-
<b>Total current liabilities</b>	<b>1,213,436</b>	<b>3,202,124</b>	<b>2,109,534</b>
Noncurrent liabilities:			
Compensated absences, due more than one year	-	-	-
Long term liabilities, due in more than one year	2,216,567	-	-
Lease payable, due more than one year	316,245	-	-
Claim payable, due more than one year	-	17,746,954	1,031,739
Net pension liability	1,114,236	-	-
Net OPEB liability	1,124,930	-	-
<b>Total noncurrent liabilities</b>	<b>4,771,978</b>	<b>17,746,954</b>	<b>1,031,739</b>
<b>Total liabilities</b>	<b>5,985,414</b>	<b>20,949,078</b>	<b>3,141,273</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pension related items	480,896	-	-
OPEB related items	374,649	-	-
<b>Total deferred inflows of resources</b>	<b>855,545</b>	<b>-</b>	<b>-</b>
<b>NET POSITION</b>			
Net investment in capital assets	3,293,025	-	-
Unrestricted (deficit)	3,383,754	4,031,417	-
<b>Total net position</b>	<b>\$ 6,676,779</b>	<b>\$ 4,031,417</b>	<b>\$ -</b>

(Continued)

**City of Corona**  
**Combining Statement of Net Position (Continued)**  
**Internal Service Funds**  
**June 30, 2022**

	Warehouse	Information Technology	Total
<b>ASSETS</b>			
Current assets:			
Cash and investments	\$ 623,113	\$ 8,134,360	\$ 43,952,797
Accounts receivable	-	22,400	73,851
Inventories and prepaid items	-	-	208,537
<b>Total current assets</b>	<b>623,113</b>	<b>8,156,760</b>	<b>44,235,185</b>
Noncurrent assets:			
Capital assets, not depreciated	-	129	30,428
Capital assets, being depreciated net	-	289,211	3,012,017
Intangible assets, net	-	-	1,084,937
<b>Total noncurrent assets</b>	<b>-</b>	<b>289,340</b>	<b>4,127,382</b>
<b>Total assets</b>	<b>623,113</b>	<b>8,446,100</b>	<b>48,362,567</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Pension related items	280,258	8,579,030	10,843,530
OPEB related items	37,797	661,455	1,061,162
<b>Total deferred outflows of resources</b>	<b>318,055</b>	<b>9,240,485</b>	<b>11,904,692</b>
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable and accrued liabilities	6,647	247,620	3,011,226
Accrued interest payable	1,077	22,751	31,194
Claim payable, due within one year	-	-	3,332,678
Compensated absences, due within one year	1,348	232,666	287,264
Long-term debt - due within one year	21,365	451,136	618,570
Lease payable, due within one year	-	-	228,772
<b>Total current liabilities</b>	<b>30,437</b>	<b>954,173</b>	<b>7,509,704</b>
Noncurrent liabilities:			
Compensated absences, due more than one year	-	138,626	138,626
Long term liabilities, due in more than one year	324,203	6,845,895	9,386,665
Lease payable, due more than one year	-	-	316,245
Claim payable, due more than one year	-	-	18,778,693
Net pension liability	157,377	4,817,487	6,089,100
Net OPEB liability	117,487	2,056,008	3,298,425
<b>Total noncurrent liabilities</b>	<b>599,067</b>	<b>13,858,016</b>	<b>38,007,754</b>
<b>Total liabilities</b>	<b>629,504</b>	<b>14,812,189</b>	<b>45,517,458</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pension related items	67,923	2,079,191	2,628,010
OPEB related items	39,128	684,737	1,098,514
<b>Total deferred inflows of resources</b>	<b>107,051</b>	<b>2,763,928</b>	<b>3,726,524</b>
<b>NET POSITION</b>			
Net investment in capital assets	-	289,340	3,582,365
Unrestricted (deficit)	204,613	(178,872)	7,440,912
<b>Total net position</b>	<b>\$ 204,613</b>	<b>\$ 110,468</b>	<b>\$ 11,023,277</b>

(Concluded)

**City of Corona**  
**Combining Statement of Revenues, Expenses, and Changes in Net Position**  
**Internal Service Funds**  
**For the Year Ended June 30, 2022**

	Fleet Operations	Self-Insurance Workers' Compensation	Liability Risk
<b>OPERATING REVENUES:</b>			
Service charges	\$ 4,176,211	\$ 2,234,027	\$ 2,822,608
Other revenues	719,226	1,966	-
<b>Total operating revenues</b>	<u>4,895,437</u>	<u>2,235,993</u>	<u>2,822,608</u>
<b>OPERATING EXPENSES:</b>			
Personnel services	1,098,706	-	-
Contractual services	19,670	-	64,049
Materials and supplies	2,089,325	72,084	-
Utilities	1,321,657	-	-
Depreciation and amortization expense	1,025,428	-	-
Claims and premium	-	3,109,097	3,671,560
<b>Total operating expenses</b>	<u>5,554,786</u>	<u>3,181,181</u>	<u>3,735,609</u>
<b>NET OPERATING INCOME (LOSS)</b>	<u>(659,349)</u>	<u>(945,188)</u>	<u>(913,001)</u>
<b>NONOPERATING REVENUE (EXPENSES):</b>			
Interest expense	(56,285)	-	-
Gain on sale of capital assets	120,270	-	-
<b>Total nonoperating expenses</b>	<u>63,985</u>	<u>-</u>	<u>-</u>
<b>CHANGE IN NET POSITION</b>	(595,364)	(945,188)	(913,001)
<b>NET POSITION:</b>			
Beginning of the year	7,272,143	4,976,605	913,001
End of the year	<u>\$ 6,676,779</u>	<u>\$ 4,031,417</u>	<u>\$ -</u>

(Continued)

**City of Corona**  
**Combining Statement of Revenues, Expenses, and Changes in Net Position (Continued)**  
**Internal Service Funds**  
**For the Year Ended June 30, 2022**

	Warehouse	Information Technology	Total
<b>OPERATING REVENUES:</b>			
Service charges	\$ 433,128	\$ 12,709,732	\$ 22,375,706
Other revenues	-	1,135	722,327
<b>Total operating revenues</b>	<u>433,128</u>	<u>12,710,867</u>	<u>23,098,033</u>
<b>OPERATING EXPENSES:</b>			
Personnel services	49,216	3,416,985	4,564,907
Contractual services	52,835	4,463,024	4,599,578
Materials and supplies	66,465	955,554	3,183,428
Utilities	1,142	363,118	1,685,917
Depreciation expense	-	281,346	1,306,774
Claims and premium	-	-	6,780,657
<b>Total operating expenses</b>	<u>169,658</u>	<u>9,480,027</u>	<u>22,121,261</u>
<b>NET OPERATING INCOME (LOSS)</b>	<u>263,470</u>	<u>3,230,840</u>	<u>976,772</u>
<b>NONOPERATING REVENUE (EXPENSES):</b>			
Interest expense	(4,695)	(99,136)	(160,116)
Gain on sale of capital assets	-	483	120,753
<b>Total nonoperating expenses</b>	<u>(4,695)</u>	<u>(98,653)</u>	<u>(39,363)</u>
<b>CHANGE IN NET POSITION</b>	258,775	3,132,187	937,409
<b>NET POSITION:</b>			
Beginning of the year	(54,162)	(3,021,719)	10,085,868
End of the year	<u>\$ 204,613</u>	<u>\$ 110,468</u>	<u>\$ 11,023,277</u>

(Concluded)

**City of Corona**  
**Combining Statement of Cash Flows**  
**Internal Service Funds**  
**For the Year Ended June 30, 2022**

	Governmental Activities - Internal Service Funds		
	Fleet	Workers'	Liability
	Operations	Compensation	Risk
		Self-Insurance	Self-Insurance
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Cash receipts from customers and users	\$ 4,901,162	\$ 2,240,285	\$ 2,822,608
Cash paid to suppliers for goods and services	(2,978,278)	(20,268)	1,679,216
Cash paid to employees for services	(3,364,717)	-	-
Cash paid for insurance or claims	-	(2,418,195)	(3,573,832)
<b>Net cash provided by (used in) operating activities</b>	<b>(1,441,833)</b>	<b>(198,178)</b>	<b>927,992</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>			
Intergovernmental grants received	644	-	-
Proceed from pension obligation bonds	2,516,458	-	-
Principal paid on pension obligation bonds	(153,822)	-	-
Interest paid on pension obligation bonds	(32,696)	-	-
<b>Net cash provided by noncapital financing activities</b>	<b>2,330,584</b>	<b>-</b>	<b>-</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>			
Acquisition of capital assets	(547,411)	-	-
Proceed from sale of capital assets	129,174	-	-
Principal paid on lease payables	(237,944)	-	-
Interest paid on lease payables	(16,223)	-	-
<b>Net cash (used in) capital and related financing activities</b>	<b>(672,404)</b>	<b>-</b>	<b>-</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>216,347</b>	<b>(198,178)</b>	<b>927,992</b>
<b>CASH AND CASH EQUIVALENTS:</b>			
Beginning of year	6,903,750	25,132,132	2,213,281
End of year	<u>\$ 7,120,097</u>	<u>\$ 24,933,954</u>	<u>\$ 3,141,273</u>
<b>RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:</b>			
Operating loss	\$ (659,349)	\$ (945,188)	\$ (913,001)
Adjustments to reconcile operating loss to net cash provided by (used in) operating activities:			
Depreciation	1,025,428	-	-
Change in assets and liabilities:			
(Increase) decrease in accounts receivable	5,725	4,292	-
(Increase) decrease in inventories and prepaid items	(23,799)	-	776,458
(Increase) decrease in pension related deferred outflows of resources	(1,694,056)	-	-
(Increase) decrease in OPEB related deferred outflows of resources	(134,834)	-	-
Increase (decrease) in accounts payable and accrued liabilities	484,375	51,816	966,807
Increase (decrease) in claims payable	-	690,902	97,728
Increase (decrease) in compensated absences	9,907	-	-
Increase (decrease) in net pension liability	(928,511)	-	-
Increase (decrease) in net OPEB liability	(122,113)	-	-
Increase (decrease) in pension related deferred inflows of resources	480,896	-	-
Increase (decrease) in OPEB related deferred inflows of resources	114,498	-	-
Total adjustments	(782,484)	747,010	1,840,993
<b>Net cash provided by (used in) operating activities</b>	<b>\$ (1,441,833)</b>	<b>\$ (198,178)</b>	<b>\$ 927,992</b>

**City of Corona**  
**Combining Statement of Cash Flows (Continued)**  
**Internal Service Funds**  
**For the Year Ended June 30, 2022**

	Governmental Activities - Internal Service Funds		
	Warehouse	Information Technology	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Cash receipts from customers and users	\$ 433,128	\$ 12,693,451	\$ 23,090,634
Cash paid to suppliers for goods and services	(116,668)	(5,600,698)	(7,036,696)
Cash paid to employees for services	(497,557)	(11,302,531)	(15,164,805)
Cash paid for insurance or claims	-	-	(5,992,027)
<b>Net cash provided by (used in) operating activities</b>	<b>(181,097)</b>	<b>(4,209,778)</b>	<b>(5,102,894)</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>			
Intergovernmental grants received	-	-	644
Proceed from pension obligation bonds	368,066	7,772,111	10,656,635
Principal paid on pension obligation bonds	(22,498)	(475,080)	(651,400)
Interest paid on pension obligation bonds	(3,618)	(70,121)	(106,435)
<b>Net cash provided by noncapital financing activities</b>	<b>341,950</b>	<b>7,226,910</b>	<b>9,899,444</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>			
Acquisition of capital assets	-	(129)	(547,540)
Proceed from sale of capital assets	-	483	129,657
Principal paid on lease payables	-	(210,938)	(448,882)
Interest paid on lease payables	-	(6,264)	(22,487)
<b>Net cash (used in) capital and related financing activities</b>	<b>-</b>	<b>(216,848)</b>	<b>(889,252)</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>160,853</b>	<b>2,800,284</b>	<b>3,907,298</b>
<b>CASH AND CASH EQUIVALENTS:</b>			
Beginning of year	462,260	5,334,076	40,045,499
End of year	<u>\$ 623,113</u>	<u>\$ 8,134,360</u>	<u>\$ 43,952,797</u>
<b>RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:</b>			
Operating loss	\$ 263,470	\$ 3,230,840	\$ 976,772
Adjustments to reconcile operating loss to net cash provided by (used in) operating activities:			
Depreciation	-	281,346	1,306,774
Change in assets and liabilities:			
(Increase) decrease in accounts receivable	-	(17,416)	(7,399)
(Increase) decrease in inventories and prepaid items	-	-	752,659
(Increase) decrease in pension related deferred outflows of resources	(228,852)	(7,507,824)	(9,430,732)
(Increase) decrease in OPEB related deferred outflows of resources	(1,802)	(315,211)	(451,847)
Increase (decrease) in accounts payable and accrued liabilities	1,928	203,577	1,708,503
Increase (decrease) in claims payable	-	-	788,630
Increase (decrease) in compensated absences	(20)	96,138	106,025
Increase (decrease) in net pension liability	(204,481)	(2,723,166)	(3,856,158)
Increase (decrease) in net OPEB liability	(76,498)	171,589	(27,022)
Increase (decrease) in pension related deferred inflows of resources	67,923	2,079,191	2,628,010
Increase (decrease) in OPEB related deferred inflows of resources	(2,765)	291,158	402,891
Total adjustments	<u>(444,567)</u>	<u>(7,440,618)</u>	<u>(6,079,666)</u>
<b>Net cash provided by (used in) operating activities</b>	<b>\$ (181,097)</b>	<b>\$ (4,209,778)</b>	<b>\$ (5,102,894)</b>



## **CUSTODIAL FUNDS**

Custodial Funds are used to account for assets for the benefit of organizations or other governments that are not part of the City. In addition, the assets are not derived from the City's provision of goods or services to those individuals, organizations, or other governments.

**Assessment District and Community Facility District (AD/CFD) Funds** - These funds are used to account for receipt of special taxes and assessments used to pay principal and interest on related bonds that are not direct City liabilities, as well as receipt and disbursement of capital project bond proceeds related to the bonds that are not direct obligations of the City.

**AB109 PACT Fund** - This fund is used to account for resources accumulated for the Riverside County Post-Release Accountability and Compliance Team ("PACT"). The AB 109 PACT was created on December 16, 2015. The City of Corona is one of the seven member agencies of PACT, and serve a the trustee of PACT. Funding for PACT comes from the State of California in accordance with AB109, Public Safety Realignment Act of 2011.



**City of Corona**  
**Combining Statement of Fiduciary Net Position**  
**Custodial Funds**  
**June 30, 2022**

---

	<u>AD/CFD Fund</u>	<u>AB109 PACT</u>	<u>Total</u>
<b>ASSETS</b>			
Cash and investments	\$ 2,697,999	\$ 24,263	\$ 2,722,262
Restricted cash and investments	11,967,986	-	11,967,986
Interest receivable	7,087	64	7,151
Due from other governments	119,038	72,610	191,648
<b>Total assets</b>	<u>14,792,110</u>	<u>96,937</u>	<u>14,889,047</u>
<b>LIABILITIES</b>			
Accounts payable	268	-	268
Deposits payable	62,059	-	62,059
<b>Total liabilities</b>	<u>62,327</u>	<u>-</u>	<u>62,327</u>
<b>NET POSITION</b>			
Restricted for:			
Organizations and other governments	<u>\$ 14,729,783</u>	<u>\$ 96,937</u>	<u>\$ 14,826,720</u>

**City of Corona**  
**Combining Statement of Changes in Fiduciary Net Position**  
**Custodial Funds**  
**For the Year Ended June 30, 2022**

	<u>AD/CFD Fund</u>	<u>AB109 PACT</u>	<u>Total</u>
<b>ADDITIONS:</b>			
Assessment revenue	\$ 7,222,042	\$ -	\$ 7,222,042
Investment earnings	(77,864)	(889)	(78,753)
<b>Total additions</b>	<u>7,144,178</u>	<u>(889)</u>	<u>7,143,289</u>
<b>DEDUCTIONS:</b>			
Developer payments	46,921	-	46,921
Payments for district expenses	385,638	-	385,638
Payments for district debt service	6,474,808	-	6,474,808
<b>Total deductions</b>	<u>6,907,367</u>	<u>-</u>	<u>6,907,367</u>
<b>Change in net position</b>	236,811	(889)	235,922
<b>NET POSITION:</b>			
Beginning of year, as restated (Note 18)	14,492,972	97,826	14,590,798
End of year	<u>\$ 14,729,783</u>	<u>\$ 96,937</u>	<u>\$ 14,826,720</u>

## **STATISTICAL SECTION**



# City of Corona

## Statistical Section Overview

### (Unaudited)

---

This part of the City of Corona's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

#### **Contents**

#### **Page**

#### **Financial Trends**

These schedules contain information to help the reader to understand how the City's financial performance and well-being have changed over time.

<b>1</b>	Net Position by Component	190
<b>2</b>	Changes in Net Position	192
<b>3</b>	Fund Balances - Governmental Funds	196
<b>4</b>	Changes in Fund Balances - Governmental Funds	198

#### **Revenue Capacity**

These schedules contain information to help the reader assess the City's most significant own-source revenue.

<b>5a</b>	Water Sales By User Type	200
<b>5b</b>	Assessed Value and Actual Value of Taxable Property	201
<b>6a</b>	Potable Water Rates	203
<b>6b</b>	Reclaimed Water Rates	204
<b>6c</b>	Direct and Overlapping Property Tax Rates	205
<b>7a</b>	Principal Water Customers	206
<b>7b</b>	Principal Property Tax Payers	207
<b>8</b>	Property Tax Levies and Collections	209

#### **Debt Capacity**

These schedules contain information to help readers to assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

<b>9</b>	Ratios of Outstanding Debt by Type	210
<b>10</b>	Ratios of Net General Bonded Debt Outstanding	213
<b>11</b>	Direct and Overlapping Governmental Activities Debt	214
<b>12</b>	Legal Debt Margin Information	216
<b>13</b>	Pledged-Revenue Coverage	218

#### **Demographic and Economic Information**

These schedules offer demographic and economic indicators to help readers to understand the environment within which the City's financial activities take place.

<b>14</b>	Demographic and Economic Statistics	221
<b>15</b>	Principal Employers	222

#### **Operating Information**

These schedules contain service and infrastructure data to help readers understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

<b>16</b>	Full-time Equivalent City Government Employees by Function/Program	223
<b>17</b>	Operating Indicators by Function/Program	224
<b>18</b>	Capital Assets Statistics by Function/Program	226

**City of Corona**  
**Schedule 1**  
**Net Position by Component**  
**Last Ten Fiscal Years (accrual basis of accounting)**

	Fiscal Year				
	2022	2021	2020	2019	2018
<b>Governmental Activities</b>					
Net Investment in Capital Assets	\$ 774,605,309	\$ 751,014,897	\$ 715,567,718	\$ 690,776,881	\$ 661,445,807
Restricted for:					
Capital Projects	37,622,892	30,373,703	30,073,897	34,034,394	35,250,894
Pension	30,102,382	-	-	-	-
Debt Service	124	6	8,627,925	6,490,959	5,100,103
Transportation and Public Works	28,902,625	29,395,576	21,690,954	22,272,787	18,493,153
Special Assessment District	28,773,861	24,246,859	11,617,840	12,625,790	11,114,013
Development Projects	17,413,190	16,303,526	23,608,622	21,365,909	9,137,699
Community Development Projects	6,012,278	6,194,799	6,594,350		
Other Purposes	540,572	565,368	350,132	382,770	309,562
Total Restricted	149,367,924	107,079,837	102,563,720	97,172,609	79,405,424
Unrestricted	52,930,786	38,917,327	45,153,818	34,147,614	23,749,730
<b>Total Governmental Activities Net Position</b>	<b>\$ 976,904,019</b>	<b>\$ 897,012,061</b>	<b>\$ 863,285,256</b>	<b>\$ 822,097,104</b>	<b>\$ 764,600,961</b>
<b>Business-Type Activities</b>					
Net Investment in Capital Assets	\$ 365,081,077	\$ 362,609,521	\$ 348,173,650	\$ 346,111,296	\$ 334,581,059
Restricted for:					
Capital Projects	-	-	6,735,454	6,735,454	6,735,454
Debt Service	509,441	509,441	-	-	-
Transportation and Public Works	255,544	366,440	377,421	369,860	261,195
Development Projects	855,624	855,624	792,804	792,804	
Total Restricted	1,620,609	1,731,505	7,905,679	7,898,118	6,996,649
Unrestricted	(66,552,586)	(70,513,075)	(79,890,157)	(95,417,283)	(111,330,380)
<b>Total Business-Type Activities Net Position</b>	<b>\$ 300,149,100</b>	<b>\$ 293,827,951</b>	<b>\$ 276,189,172</b>	<b>\$ 258,592,131</b>	<b>\$ 230,247,328</b>
<b>Primary Government</b>					
Net Investment in Capital Assets	\$ 1,139,686,386	\$ 1,113,624,418	\$ 1,063,741,368	\$ 1,036,888,177	\$ 996,026,866
Restricted	150,988,533	108,811,342	110,469,399	105,070,727	86,402,073
Unrestricted	(13,621,800)	(31,595,748)	(34,736,339)	(61,269,669)	(87,580,650)
<b>Total Primary Government Net Position</b>	<b>\$ 1,277,053,119</b>	<b>\$ 1,190,840,012</b>	<b>\$ 1,139,474,428</b>	<b>\$ 1,080,689,235</b>	<b>\$ 994,848,289</b>

**City of Corona**  
**Schedule 1**  
**Net Position by Component (Continued)**  
**Last Ten Fiscal Years (accrual basis of accounting)**

	Fiscal Year				
	2017	2016	2015	2014	2013
<b>Governmental Activities</b>					
Net Investment in Capital Assets	\$ 638,468,424	\$ 618,953,633	\$ 587,861,831	\$ 557,314,076	\$ 542,474,178
Restricted for:					
Capital Projects	26,832,918	24,440,919	23,435,434	31,326,722	87,678,260
Pension	-	-	-	-	-
Debt Service	3,439,357	2,416,841	2,653,417	2,770,292	2,772,671
Transportation and Public Works	16,363,749	15,401,285	19,206,895	19,224,575	16,083,567
Special Assessment District	14,377,296	17,074,793	15,602,868	13,862,186	12,404,874
Development Projects	5,276,971	8,866,182	5,939,085	1,934,349	4,703,812
Community Development Projects					
Other Purposes	725,421	514,174	560,289	803,053	1,173,375
Total Restricted	67,015,712	68,714,194	67,397,988	69,921,177	124,816,559
Unrestricted	106,765,363	96,234,263	90,173,729	270,365,217	265,060,487
<b>Total Governmental Activities Net Position</b>	<b>\$ 812,249,499</b>	<b>\$ 783,902,090</b>	<b>\$ 745,433,548</b>	<b>\$ 897,600,470</b>	<b>\$ 932,351,224</b>
<b>Business-Type Activities</b>					
Net Investment in Capital Assets	\$ 324,512,188	\$ 312,540,296	\$ 286,045,985	\$ 275,218,430	\$ 281,276,333
Restricted for:					
Capital Projects	6,735,454	7,205,941	6,898,174	10,780,901	-
Debt Service	-	-	6,061,277	6,813,257	8,435,288
Transportation and Public Works	697,391	611,272	830,088	1,317,690	130,390
Development Projects					
Total Restricted	7,432,845	7,817,213	13,789,539	18,911,848	8,565,678
Unrestricted	(86,423,631)	(96,745,399)	(92,820,840)	(91,326,475)	(100,444,897)
<b>Total Business-Type Activities Net Position</b>	<b>\$ 245,521,402</b>	<b>\$ 223,612,110</b>	<b>\$ 207,014,684</b>	<b>\$ 202,803,803</b>	<b>\$ 189,397,114</b>
<b>Primary Government</b>					
Net Investment in Capital Assets	\$ 962,980,612	\$ 931,493,929	\$ 873,907,816	\$ 832,532,506	\$ 823,750,511
Restricted	74,448,557	76,531,407	81,187,527	88,833,025	133,382,237
Unrestricted	20,341,732	(511,136)	(2,647,111)	179,038,742	164,615,590
<b>Total Primary Government Net Position</b>	<b>\$ 1,057,770,901</b>	<b>\$ 1,007,514,200</b>	<b>\$ 952,448,232</b>	<b>\$ 1,100,404,273</b>	<b>\$ 1,121,748,338</b>

**City of Corona**  
**Schedule 2**  
**Changes in Net Position**  
**Last Ten Fiscal Years (accrual basis of accounting)**

	Fiscal Year				
	2022	2021	2020	2019	2018
<b>Expenses</b>					
Governmental Activities:					
General Government	\$ 35,184,855	\$ 37,567,629	\$ 35,158,626	\$ 33,591,975	\$ 21,282,982
Public Safety - Fire	31,961,693	32,592,271	29,429,998	29,004,569	29,892,569
Public Safety - Police	46,544,729	49,673,632	45,363,320	51,665,087	52,237,558
Public Works & Maintenance Services	51,021,619	42,862,546	47,417,239	41,082,525	38,699,371
Communiy Services (**)	3,969,626	3,863,503	3,720,964	4,301,828	3,815,661
Planning and Development (**)	5,081,650	6,404,617	5,179,409	4,666,834	3,691,471
Economic Development	1,200,606	651,741	219,500	391,110	329,276
Interest and Fiscal Charges	3,857,494	1,125,253	1,239,678	1,347,268	1,398,132
Total Governmental Activities Expenses	<u>\$ 178,822,272</u>	<u>\$ 174,741,192</u>	<u>\$ 167,728,734</u>	<u>\$ 166,051,196</u>	<u>\$ 151,347,020</u>
Business-Type Activities:					
Water	63,431,423	61,436,086	59,032,333	54,241,684	66,216,277
Water Reclamation	31,913,449	27,651,867	28,852,053	28,218,102	31,543,999
Electric	15,553,202	14,557,426	15,159,666	15,597,164	16,913,151
Transit Services	2,906,505	2,563,422	2,972,289	3,153,161	3,391,384
Airport	458,143	187,251	150,703	180,033	146,287
Total Business-Type Activities Expenses	<u>114,262,722</u>	<u>106,396,052</u>	<u>106,167,044</u>	<u>101,390,144</u>	<u>118,211,098</u>
Total Primary Government Expenses	<u>\$ 293,084,994</u>	<u>\$ 281,137,244</u>	<u>\$ 273,895,778</u>	<u>\$ 267,441,340</u>	<u>\$ 269,558,118</u>
<b>Program Revenues</b>					
Governmental Activities:					
Charges for Services:					
General Government (*)	6,179,740	5,908,573	4,942,880	7,377,481	10,394,661
Public Safety - Fire	3,952,023	3,889,503	4,048,936	4,914,360	5,076,947
Public Safety - Police	2,402,592	2,112,639	2,274,242	2,282,448	2,172,690
Public Works & Maintenance Services	14,764,111	13,536,491	14,552,360	17,033,637	15,271,111
Communiy Services (**)	2,190,731	867,243	1,919,806	2,882,270	2,582,847
Planning and Development (**)	4,592,172	5,605,810	4,084,790	4,868,485	3,718,706
Economic Development	-	-	-	-	-
Operating Grants and Contributions	37,521,201	33,382,020	17,568,917	17,177,545	15,235,243
Capital Grants and Contributions	19,861,094	19,254,389	36,780,592	46,130,203	32,940,776
Total Governmental Activities Program Revenues	<u>91,463,664</u>	<u>84,556,668</u>	<u>86,172,523</u>	<u>102,666,429</u>	<u>87,392,981</u>
Business-Type activities:					
Charges for Services:					
Water	64,960,384	65,486,307	55,238,024	56,486,220	56,153,664
Water Reclamation	34,027,929	34,562,829	30,984,409	31,394,607	31,114,187
Electric	17,554,503	16,484,158	16,346,238	16,971,319	17,772,585
Transit Services	246,155	63,382	297,111	364,025	359,652
Airport	434,761	591,652	398,281	341,505	265,996
Operating Grants and Contributions	5,062,788	2,226,923	2,185,674	1,813,204	3,195,967
Capital Grants and Contributions	1,894,007	4,146,239	6,004,436	6,915,473	4,992,185
Total Business-Type Activities Program Revenues	<u>124,180,527</u>	<u>123,561,490</u>	<u>111,454,173</u>	<u>114,286,353</u>	<u>113,854,236</u>
Total Primary Government Program Revenues	<u>\$ 215,644,191</u>	<u>\$ 208,118,158</u>	<u>\$ 197,626,696</u>	<u>\$ 216,952,782</u>	<u>\$ 201,247,217</u>

**City of Corona**  
**Schedule 2**  
**Changes in Net Position (Continued)**  
**Last Ten Fiscal Years (accrual basis of accounting)**

	Fiscal Year				
	2017	2016	2015	2014	2013
<b>Expenses</b>					
Governmental Activities:					
General Government	\$ 28,273,481	\$ 27,435,359	\$ 24,481,334	\$ 23,974,508	\$ 22,853,992
Public Safety - Fire	26,004,329	24,447,062	24,052,304	23,062,147	22,702,313
Public Safety - Police	47,773,812	44,341,895	42,939,535	40,779,963	40,357,283
Public Works & Maintenance Services	35,763,511	39,647,786	33,544,227	39,591,302	43,533,983
Communiy Services (**)	5,281,168	6,463,940	6,559,251	4,417,913	2,825,606
Planning and Development (**)	4,736,871	5,933,581	3,806,766	3,453,020	-
Economic Development	4,927,998	4,422,141	3,107,755	5,344,121	6,877,725
Interest and Fiscal Charges	1,034,468	1,910,542	2,016,105	2,172,050	2,953,366
Total Governmental Activities Expenses	<u>\$ 153,795,638</u>	<u>\$ 154,602,306</u>	<u>\$ 140,507,277</u>	<u>\$ 142,795,024</u>	<u>\$ 142,104,268</u>
Business-Type Activities:					
Water	52,922,440	51,177,312	55,714,372	58,165,289	57,605,446
Water Reclamation	24,258,766	25,004,508	26,500,708	29,160,167	29,060,647
Electric	15,559,948	20,082,535	15,192,888	13,373,418	14,675,785
Transit Services	2,826,701	2,732,394	2,477,893	2,355,405	2,286,292
Airport	166,860	197,702	282,969	281,771	301,454
Total Business-Type Activities Expenses	<u>95,734,715</u>	<u>99,194,451</u>	<u>100,168,830</u>	<u>103,336,050</u>	<u>103,929,624</u>
Total Primary Government Expenses	<u>\$ 249,530,353</u>	<u>\$ 253,796,757</u>	<u>\$ 240,676,107</u>	<u>\$ 246,131,074</u>	<u>\$ 246,033,892</u>
<b>Program Revenues</b>					
Governmental Activities:					
Charges for Services:					
General Government (*)	18,216,829	18,556,870	20,774,890	16,938,527	19,341,407
Public Safety - Fire	4,087,577	3,679,300	3,142,720	4,264,876	4,242,725
Public Safety - Police	1,090,884	1,082,045	1,065,181	2,070,221	3,011,565
Public Works & Maintenance Services	15,757,571	15,708,292	20,011,693	20,068,114	20,993,799
Communiy Services (**)	1,690,619	1,481,845	1,014,872	319,806	318,831
Planning and Development (**)	2,112,169	2,116,832	2,420,301	3,316,624	-
Economic Development	-	-	-	666,394	707,126
Operating Grants and Contributions	13,607,731	13,468,867	11,780,932	12,555,412	13,760,057
Capital Grants and Contributions	23,356,504	40,508,675	27,197,609	20,783,935	5,620,168
Total Governmental Activities Program Revenues	<u>79,919,884</u>	<u>96,602,726</u>	<u>87,408,198</u>	<u>80,983,909</u>	<u>67,995,678</u>
Business-Type activities:					
Charges for Services:					
Water	51,435,658	48,753,278	52,620,052	55,937,613	53,906,208
Water Reclamation	31,271,134	30,755,583	30,735,952	30,626,667	30,620,212
Electric	16,789,626	17,057,728	16,760,206	17,182,310	17,138,240
Transit Services	445,604	427,417	432,281	406,202	415,615
Airport	298,868	272,217	288,820	316,402	280,915
Operating Grants and Contributions	2,876,392	5,116,662	4,160,035	1,640,359	1,635,598
Capital Grants and Contributions	13,061,722	6,954,812	13,485,750	4,225,256	3,453,420
Total Business-Type Activities Program Revenues	<u>116,179,004</u>	<u>109,337,697</u>	<u>118,483,096</u>	<u>110,334,809</u>	<u>107,450,208</u>
Total Primary Government Program Revenues	<u>\$ 196,098,888</u>	<u>\$ 205,940,423</u>	<u>\$ 205,891,294</u>	<u>\$ 191,318,718</u>	<u>\$ 175,445,886</u>

(Continued)

\* For 2016 and prior, General Government's program revenue was restated to reclassify Lease and Rental Income from General Revenues to Program Revenues

\*\* The City had reorganization in fiscal year 2021-22, Community Development became Planning and Development while Library and Recreation Services became Community Services.

**City of Corona**  
**Schedule 2**  
**Changes in Net Position (Continued)**  
**Last Ten Fiscal Years (accrual basis of accounting)**

	Fiscal Year				
	2022	2021	2020	2019	2018
<b>Net (Expense)/Revenue</b>					
Governmental Activities	\$ (87,358,608)	\$ (90,184,524)	\$ (81,556,211)	\$ (63,384,767)	\$ (63,954,039)
Business-Type Activities	9,917,805	17,165,438	5,287,129	12,896,209	(4,356,862)
Total Primary Government Net Expense	<u>\$ (77,440,803)</u>	<u>\$ (73,019,086)</u>	<u>\$ (76,269,082)</u>	<u>\$ (50,488,558)</u>	<u>\$ (68,310,901)</u>
<b>General Revenues and</b>					
<b>Other Changes in Net Position</b>					
Governmental Activities:					
Taxes					
Property Taxes	\$ 55,400,381	\$ 52,583,004	\$ 50,397,965	\$ 48,123,700	\$ 45,646,490
Sales and Use Tax	89,912,163	44,752,843	39,657,924	44,125,758	38,118,548
Other Taxes	12,562,342	11,213,308	10,369,076	11,640,957	10,490,863
Total taxes	<u>157,874,886</u>	<u>108,549,155</u>	<u>100,424,965</u>	<u>103,890,415</u>	<u>94,255,901</u>
Investment Earnings	(1,537,234)	972,402	10,810,066	9,042,370	540,824
Miscellaneous	7,519,310	12,065,796	12,544,603	11,764,807	13,123,627
Unrestricted Grants and Contributions	-	-	-	-	-
Gain/(Loss) on Sale of Capital Asset	120,753	158,800	-	-	-
Extraordinary Items	-	-	-	-	-
Transfers	109,748	(52,902)	(706,869)	(1,896,122)	(2,744,512)
Special Items	-	-	-	-	3,037,670
Total Governmental Activities	<u>164,087,463</u>	<u>121,693,251</u>	<u>123,072,765</u>	<u>122,801,470</u>	<u>108,213,510</u>
Business-Type Activities:					
Investment Earnings	(3,486,908)	684,844	6,237,118	5,010,211	334,927
Other Income	-	-	4,001,432	8,542,261	4,887,538
Gain/(Loss) on Sale of Capital Asset	-	-	-	-	-
Transfers	(109,748)	52,902	706,869	1,896,122	2,744,512
Extraordinary Item - Impairment of Capital Asset	-	-	2,052,000	-	-
Total Business-Type Activities	<u>(3,596,656)</u>	<u>737,746</u>	<u>12,997,419</u>	<u>15,448,594</u>	<u>7,966,977</u>
Total Primary Government	<u>\$ 160,490,807</u>	<u>\$ 122,430,997</u>	<u>\$ 136,070,184</u>	<u>\$ 138,250,064</u>	<u>\$ 116,180,487</u>
<b>Change in Net Position</b>					
Governmental Activities	\$ 76,728,855	\$ 31,508,727	\$ 41,516,554	\$ 59,416,703	\$ 44,259,471
Business-Type Activities	6,321,149	17,903,184	18,284,548	28,344,803	3,610,115
Total Primary Government	<u>\$ 83,050,004</u>	<u>\$ 49,411,911</u>	<u>\$ 59,801,102</u>	<u>\$ 87,761,506</u>	<u>\$ 47,869,586</u>

(Continued)

**City of Corona**  
**Schedule 2**  
**Changes in Net Position (Continued)**  
**Last Ten Fiscal Years (accrual basis of accounting)**

	Fiscal Year				
	2017	2016	2015	2014	2013
<b>Net (Expense)/Revenue</b>					
Governmental Activities	\$ (73,875,754)	\$ (57,999,580)	\$ (53,099,079)	\$ (71,620,834)	\$ (74,108,590)
Business-Type Activities	20,444,289	10,143,246	18,314,266	6,998,759	(3,520,584)
Total Primary Government Net Expense	<u>\$ (53,431,465)</u>	<u>\$ (47,856,334)</u>	<u>\$ (34,784,813)</u>	<u>\$ (64,622,075)</u>	<u>\$ (77,629,174)</u>
<b>General Revenues and</b>					
<b>Other Changes in Net Position</b>					
Governmental Activities:					
Taxes					
Property Taxes	\$ 43,059,232	\$ 42,156,726	\$ 38,656,150	\$ 36,462,210	\$ 41,238,344
Sales and Use Tax	41,145,616	39,663,795	36,608,600	35,623,651	32,969,847
Other Taxes	9,565,580	9,349,800	10,566,662	9,099,819	8,249,945
Total taxes	<u>93,770,428</u>	<u>91,170,321</u>	<u>85,831,412</u>	<u>81,185,680</u>	<u>82,458,136</u>
Investment Earnings	623,227	3,172,905	1,988,557	2,296,081	470,023
Miscellaneous	6,892,170	4,765,043	3,686,771	2,096,681	2,355,179
Unrestricted Grants and Contributions	-	-	-	407	145,742
Gain/(Loss) on Sale of Capital Asset	-	-	-	-	-
Extraordinary Items	-	-	5,054,583	(56,854,230)	(8,033,621)
Transfers	44,970	14,540	-	(916,819)	(547,690)
Special Items	-	-	-	-	-
Total Governmental Activities	<u>101,330,795</u>	<u>99,122,809</u>	<u>96,561,323</u>	<u>27,807,800</u>	<u>76,847,769</u>
Business-Type Activities:					
Investment Earnings	199,758	1,839,114	862,948	1,189,440	2,450,042
Other Income	479,465	45,168	493	1,996,793	3,890,307
Gain/(Loss) on Sale of Capital Asset	-	-	(10,207)	2,497,251	-
Transfers	(44,970)	(14,540)	-	916,819	547,690
Extraordinary Item - Impairment of Capital Asset	-	-	-	-	-
Total Business-Type Activities	<u>634,253</u>	<u>1,869,742</u>	<u>853,234</u>	<u>6,600,303</u>	<u>6,888,039</u>
Total Primary Government	<u>\$ 101,965,048</u>	<u>\$ 100,992,551</u>	<u>\$ 97,414,557</u>	<u>\$ 34,408,103</u>	<u>\$ 83,735,808</u>
<b>Change in Net Position</b>					
Governmental Activities	\$ 27,455,041	\$ 41,123,229	\$ 43,462,244	\$ (43,813,034)	\$ 2,739,179
Business-Type Activities	21,078,542	12,012,988	19,167,500	13,599,062	3,367,455
Total Primary Government	<u>\$ 48,533,583</u>	<u>\$ 53,136,217</u>	<u>\$ 62,629,744</u>	<u>\$ (30,213,972)</u>	<u>\$ 6,106,634</u>

(Concluded)

**City of Corona**  
**Schedule 3**  
**Fund Balances, Governmental Funds**  
**Last Ten Fiscal Years (modified accrual basis of accounting)**

	Fiscal Year				
	2022	2021	2020	2019	2018
General Fund					
Nonspendable	\$ 187,583,529	\$ 19,804,579	\$ 22,787,534	\$ 26,492,072	\$ 31,465,340
Restricted	30,102,506	6	-	-	-
Committed	48,121,481	42,939,942	41,987,810	39,899,272	36,247,833
Assigned	55,140,510	60,053,636	62,449,057	55,495,036	40,855,061
Unassigned	221,995	-	-	-	-
Total General Fund	<u>\$ 321,170,021</u>	<u>\$ 122,798,163</u>	<u>\$ 127,224,401</u>	<u>\$ 121,886,380</u>	<u>\$ 108,568,234</u>
All Other Governmental Funds					
Nonspendable	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted	112,789,005	104,416,319	102,563,720	97,172,609	79,405,424
Assigned	638,647	558,505	493,812	396,813	389,356
Unassigned	(8,304,147)	(3,301,897)	(192,005)	(48,500)	(48,501)
Total all other Governmental Funds	<u>\$ 105,123,505</u>	<u>\$ 101,672,927</u>	<u>\$ 102,865,527</u>	<u>\$ 97,520,922</u>	<u>\$ 79,746,279</u>

**City of Corona**  
**Schedule 3**  
**Fund Balances, Governmental Funds (Continued)**  
**Last Ten Fiscal Years (modified accrual basis of accounting)**

	Fiscal Year				
	2017	2016	2015	2014	2013
General Fund					
Nonspendable	\$ 33,241,909	\$ 34,124,977	\$ 24,378,784	\$ 23,595,803	\$ 22,797,277
Restricted	-	-	-	-	-
Committed	33,898,271	33,511,464	23,815,795	23,494,027	22,804,343
Assigned	41,979,112	33,141,625	50,696,555	44,748,578	41,298,885
Unassigned	-	-	-	-	-
Total General Fund	<u>\$ 109,119,292</u>	<u>\$ 100,778,066</u>	<u>\$ 98,891,134</u>	<u>\$ 91,838,408</u>	<u>\$ 86,900,505</u>
 All Other Governmental Funds					
Nonspendable	\$ -	\$ -	\$ 18,926,818	\$ 3,615,772	\$ 61,512,775
Restricted	66,631,585	59,493,942	42,982,365	41,755,471	22,103,295
Assigned	432,652	9,428,541	5,825,674	1,299,482	17,604,929
Unassigned	(48,525)	(85,423)	(151,869)	-	-
Total all other Governmental Funds	<u>\$ 67,015,712</u>	<u>\$ 68,837,060</u>	<u>\$ 67,582,988</u>	<u>\$ 46,670,725</u>	<u>\$ 101,220,999</u>

**City of Corona**  
**Schedule 4**  
**Changes in Fund Balances, Governmental Funds**  
**Last Ten Fiscal Years (modified accrual basis of accounting)**

	Fiscal Year				
	2022	2021	2020	2019	2018
<b>Revenues:</b>					
Property Taxes	\$ 55,400,381	\$ 52,583,004	\$ 49,470,941	\$ 47,994,974	\$ 45,775,246
Sales Taxes	89,912,163	44,752,843	39,657,924	44,125,758	38,118,548
Other Taxes	12,562,342	11,213,308	10,369,076	10,806,717	10,443,823
Licenses, Fees and Permits	6,577,476	5,469,660	4,459,005	14,334,965	6,530,878
Fines and Penalties	1,181,815	790,144	1,183,944	1,260,265	1,243,873
Special Assessments	9,432,946	9,203,891	8,906,312	8,599,669	8,518,569
Investment Earnings	(5,003,021)	1,490,406	10,810,066	9,042,370	540,761
Intergovernmental Revenues	32,729,863	38,145,769	27,400,952	23,459,273	19,642,952
Current Services	23,562,912	21,619,934	21,047,563	21,810,063	21,536,206
Payments in Lieu of Services	6,212,499	5,796,335	4,734,340	7,732,356	9,973,782
Other Revenues	17,116,969	13,735,817	30,985,010	38,087,702	35,312,655
Total Revenues	249,686,345	204,801,111	209,025,133	227,254,112	197,637,293
<b>Expenditures:</b>					
General Government	56,625,834	37,706,387	34,223,230	32,612,219	33,897,611
Public Safety - Fire	88,966,232	29,921,638	25,727,486	25,393,135	26,668,495
Public Safety - Police	161,926,977	48,530,984	47,307,419	45,914,260	47,426,516
Public Works & Maintenance Services	48,988,071	34,447,957	38,963,202	33,876,327	32,492,756
Community Services (*)	14,401,529	4,537,236	5,058,205	5,140,160	5,153,298
Planning and Development (*)	12,786,610	6,572,646	5,703,942	5,249,767	4,807,968
Economic Development	2,369,713	689,231	264,656	444,925	421,117
Capital Outlay	39,909,543	43,682,940	35,810,526	38,969,422	35,320,776
Debt Service					
Principal	17,173,832	3,006,263	2,905,509	2,814,099	3,324,719
Interest and Fiscal Charges	3,338,137	1,271,765	1,343,061	1,445,283	1,533,230
Total Expenditures	446,486,478	210,367,047	197,307,236	191,859,597	191,046,486
Excess of Revenues Over/(Under) Expenditures	(196,800,133)	(5,565,936)	11,717,897	35,394,515	6,590,807
<b>Other Financing Sources/(Uses)</b>					
Issuance of Debt	225,994,225	-	-	-	-
Principal Retirement	-	-	-	-	-
Bond Premium	-	-	-	-	-
Issuance of Leases	-	-	-	-	1,403,261
Transfers In	1,467,597	1,274,306	2,508,422	1,382,903	5,533,474
Transfers Out	(1,467,597)	(1,327,208)	(3,215,291)	(3,764,070)	(6,296,428)
Total Other Financing Sources/(Uses)	225,994,225	(52,902)	(706,869)	(2,381,167)	640,307
<b>Extraordinary Items</b>	-	-	-	-	-
<b>Special Items</b>	-	-	-	-	3,037,670
Net Change in Fund Balances	\$ 29,194,092	\$ (5,618,838)	\$ 11,011,028	\$ 33,013,348	\$ 10,268,784
Debt Service as a Percentage of					
Non-capital Expenditures	5.0%	2.6%	2.6%	2.8%	3.1%

\* The City had reorganization in fiscal year 2021-22, Community Development became Planning and Development while Library and Recreation Services became Community Services.

**City of Corona**  
**Schedule 4**  
**Changes in Fund Balances, Governmental Funds (Continued)**  
**Last Ten Fiscal Years (modified accrual basis of accounting)**

	Fiscal Year				
	2017	2016	2015	2014	2013
<b>Revenues:</b>					
Property Taxes	\$ 43,170,396	\$ 42,175,687	\$ 38,896,950	\$ 36,721,899	\$ 39,447,422
Sales Taxes	41,145,616	39,663,796	38,565,868	37,430,489	34,529,611
Other Taxes	9,421,375	9,255,961	7,598,684	6,835,935	6,370,589
Licenses, Fees and Permits	5,682,991	7,947,593	9,599,549	2,777,719	2,462,107
Fines and Penalties	1,467,593	1,338,341	1,041,887	1,068,778	1,717,820
Special Assessments	8,281,089	8,801,035	9,438,713	9,439,079	9,477,719
Investment Earnings	623,227	3,169,381	1,988,557	2,296,081	470,023
Intergovernmental Revenues	26,038,928	41,588,677	27,601,255	29,487,199	15,312,882
Current Services	19,260,514	18,375,839	17,276,984	17,287,466	16,003,725
Payments in Lieu of Services	10,113,191	10,202,448	12,638,674	10,644,539	8,999,739
Other Revenues	14,111,953	13,314,649	15,300,761	14,900,407	18,919,899
Total Revenues	179,316,873	195,833,407	179,947,882	168,889,591	153,711,536
<b>Expenditures:</b>					
General Government	25,520,135	25,200,855	21,735,399	23,938,276	23,088,936
Public Safety - Fire	25,855,247	25,894,695	24,874,714	24,247,894	22,965,971
Public Safety - Police	46,885,033	45,080,687	41,966,882	41,161,796	39,770,719
Public Works & Maintenance Services	27,172,763	33,621,625	27,777,052	35,125,462	37,909,062
Community Services (*)	5,197,923	4,669,898	4,677,992	4,440,588	2,758,037
Planning and Development (*)	4,816,552	5,953,143	3,829,120	3,422,846	3,019,174
Economic Development	4,930,642	4,422,141	3,107,755	2,529,859	816,342
Capital Outlay	30,579,173	43,444,050	34,342,416	23,609,928	7,769,015
Debt Service					
Principal	2,853,939	2,800,122	3,672,900	3,545,895	3,654,332
Interest and Fiscal Charges	1,408,493	1,953,345	2,064,757	2,210,669	2,719,421
Total Expenditures	175,219,900	193,040,561	168,048,987	164,233,213	144,471,009
Excess of Revenues Over/(Under) Expenditures	4,096,973	2,792,846	11,898,895	4,656,378	9,240,527
<b>Other Financing Sources/(Uses)</b>					
Issuance of Debt	24,520,000	-	-	-	-
Principal Retirement	(27,212,450)	-	-	-	-
Bond Premium	2,974,564	-	-	-	-
Issuance of Leases	-	-	-	-	-
Transfers In	6,291,621	2,588,851	2,315,815	3,767,587	3,771,227
Transfers Out	(5,677,217)	(1,987,900)	(1,739,145)	(1,124,534)	(1,250,885)
Total Other Financing Sources/(Uses)	896,518	600,951	576,670	2,643,053	2,520,342
<b>Extraordinary Items</b>	-	-	-	(56,854,230)	(8,033,621)
<b>Special Items</b>	-	-	-	-	-
Net Change in Fund Balances	\$ 4,993,491	\$ 3,393,797	\$ 12,475,565	\$ (49,554,799)	\$ 3,727,248
Debt Service as a Percentage of					
Non-capital Expenditures	2.9%	3.2%	4.3%	4.1%	4.6%

\* The City had reorganization in fiscal year 2021-22, Community Development became Planning and Development while Library and Recreation Services became Community Services.

**City of Corona**  
**Schedule 5a**  
**Water Sales By User Type<sup>1</sup>**  
**Last Ten Fiscal Years**

Fiscal Year Ended June 30	Residential		Commercial		Industrial		Public Agency		Agricultural, Irrigation and Other		Total	
	Acre Feet	% of Total	Acre Feet	% of Total	Acre Feet	% of Total	Acre Feet	% of Total	Acre Feet	% of Total	Acre Feet Total	% Total
2013	23,283	64.8	3,480	9.7	1,225	3.4	3,711	10.3	4,243	11.8	35,942	100.0
2014	23,979	66.8	3,188	10.8	1,254	4.7	597	1.9	8,077	15.8	37,095	100.0
2015	21,621	63.0	3,024	8.8	1,090	3.2	510	1.5	8,061	23.5	34,306	100.0
2016	18,876	62.9	2,726	9.1	958	3.2	391	1.3	7,054	23.5	30,005	100.0
2017	19,668	65.0	2,814	9.3	998	3.3	383	1.3	6,412	21.2	30,275	100.0
2018	21,703	63.6	2,884	8.5	1,092	3.2	400	1.2	8,020	23.5	34,099	100.0
2019	19,981	63.6	2,711	8.6	1,031	3.3	353	1.1	7,324	23.3	31,400	100.0
2020	21,340	65.5	2,645	8.1	1,012	3.1	361	1.1	7,246	22.2	32,604	100.0
2021	22,864	65.8	2,630	7.6	1,054	3.0	362	1.0	7,856	22.6	34,766	100.0
2022	22,125	65.2	2,773	8.2	1,005	3.0	399	1.2	7,625	22.4	33,927	100.0

Note: 1) Amounts include reclaimed water sales.

Source: Corona Department of Water and Power

**City of Corona**  
**Schedule 5b**  
**Assessed Value and Actual Value of Taxable Property**  
**Last Ten Fiscal Years (in thousands of dollars)**

Fiscal Year Ended June 30	Residential Property	Commercial Property	Industrial Property	Other	Less: Tax Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2013	10,441,897	2,124,926	2,121,234	1,500,847	264,187	15,924,717	1.0000
2014	10,909,040	2,126,622	2,142,615	1,462,220	279,902	16,360,595	1.0000
2015	11,717,313	2,165,931	2,215,181	1,501,930	301,090	17,299,265	1.0000
2016	12,263,772	2,245,287	2,304,917	1,589,670	354,324	18,049,322	1.0000
2017	12,889,324	2,271,239	2,344,708	1,626,588	335,878	18,795,981	1.0000
2018	13,784,933	2,348,687	2,457,625	1,681,325	360,006	19,912,564	1.0000
2019	14,411,691	2,617,996	2,620,278	1,680,616	359,344	20,971,237	1.0000
2020	15,133,389	2,736,983	2,708,635	1,764,358	481,982	21,861,383	1.0000
2021	15,997,437	2,826,228	2,952,503	1,794,076	486,611	23,083,633	1.0000
2022	16,890,158	2,810,127	3,093,455	1,736,378	486,557	24,043,561	1.0000

Note: Property in the City is reassessed each year. Property is assessed at actual value; therefore, the assessed values are equal to the actual value. Tax rates are per \$1,000 of assessed value.

Source: HdL Coren & Cone, Riverside County Assessor Combined Tax Rolls



**City of Corona**  
**Schedule 6a**  
**Potable Water Rates**  
**Last Ten Fiscal Years**

Fiscal Year <sup>1</sup>	Monthly Base Rates										
	Quantity Rate per 100 C.F.	<sup>2</sup>	Ready-To-Serve Charge								
			5/8"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"
2013	2.04	<sup>6</sup>	18.88	24.76	35.42	61.73	90.09	153.98	236.53	434.39	638.90
2014	2.10	<sup>7</sup>	19.23	25.23	36.09	62.90	91.80	156.91	241.02	442.64	651.04
2015	2.10	<sup>7</sup>	19.23	25.23	36.09	62.90	91.80	156.91	241.02	442.64	651.04
2016	2.10	<sup>7</sup>	19.23	25.23	36.09	62.90	91.80	156.91	241.02	442.64	651.04
2017	2.10	<sup>7</sup>	19.23	25.23	36.09	62.90	91.80	156.91	241.02	442.64	651.04
2018	2.10	<sup>7</sup>	19.23	25.23	36.09	62.90	91.80	156.91	241.02	442.64	651.04
2019	2.10	<sup>7</sup>	19.23	25.23	36.09	62.90	91.80	156.91	241.02	442.64	651.04
2020	1.57	<sup>7</sup>	22.28	29.98	45.38	83.88	130.08	276.38	491.98	1,238.88	2,162.88
2021	1.65	<sup>7</sup>	23.40	31.48	47.65	88.08	136.59	290.20	516.58	1,300.83	2,271.03
2022	1.74	<sup>7</sup>	24.57	33.06	50.04	92.49	143.42	304.71	542.41	1,365.88	2,384.59

1) There are instances where the rates were changed during the fiscal year.

2) For Fiscal Year 2009-10 and forward, the stated rate per 100 C.F. is for Residential Tier 1 of the Budget Based Water Rate Structure adopted with Ordinance No. 3025, effective March 19, 2010.

3) For Fiscal Year 2009-10 rate includes a pass-through charge from Western Municipal Water District (WMWD) of \$0.29 per 100 C.F. adopted with Ordinance No. 3005, effective September 4, 2009.

4) For Fiscal Year 2010-11, the quantity rate included a pass-through charge from WMWD of \$0.04 per 100 C.F. for Tier 1 rates.

5) For Fiscal Year 2011-12, the quantity rate includes a pass-through charge from WMWD of \$0.03 per 100 C.F. for Tier 1 rates.

6) For Fiscal Year 2012-13, the quantity rate includes a pass-through charge from WMWD of \$0.08 per 100 C.F. for Tier 1 rates.

7) For Fiscal Year 2013-14, the quantity rate included a pass-through charge from WMWD of \$0.03 per 100 C.F. for Tier 1 rates

Source: Corona Department of Water and Power

**City of Corona**  
**Schedule 6b**  
**Reclaimed Water Rates**  
**Last Ten Fiscal Years**

Monthly Base Rates										
Fiscal Year <sup>1</sup>	Quantity Rate per 100 C.F. <sup>2</sup>	Ready-To-Serve Charge								
		5/8"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"
2013	\$ 1.48	\$ 18.53	\$ 24.30	\$ 34.76	\$ 60.58	\$ 88.41	\$ 151.10	\$ 232.12	\$ 426.29	\$ 626.98
2014	1.51	18.90	24.79	35.46	61.79	90.18	154.12	236.76	434.82	639.52
2015	1.51	18.90	24.79	35.46	61.79	90.18	154.12	236.76	434.82	639.52
2016	1.51	18.90	24.79	35.46	61.79	90.18	154.12	236.76	434.82	639.52
2017	1.51	18.90	24.79	35.46	61.79	90.18	154.12	236.76	434.82	639.52
2018	1.51	18.90	24.79	35.46	61.79	90.18	154.12	236.76	434.82	639.52
2019	1.51	18.90	24.79	35.46	61.79	90.18	154.12	236.76	434.82	639.52
2020	1.65	18.12	23.74	34.97	63.06	96.77	203.51	360.81	905.74	1,579.89
2021	1.79	19.75	25.88	38.12	68.74	105.48	221.83	393.28	987.26	1,722.08
2022	1.94	21.33	27.95	41.17	74.23	113.92	239.57	424.75	1,066.24	1,859.85

1) There are instances where the rates were changed during the fiscal year.

2) Rates for Reclaimed Water were established July 2, 2006 by Ordinance 2854.

3) For Fiscal Year 2009-10 and forward, the stated rate per 100 C.F. is for Tier 1 of the Budget Based Water Rate Structure adopted with Ordinance No. 3025, effective March 19, 2010.

Source: Corona Department of Water and Power

**City of Corona**  
**Schedule 6c**  
**Direct and Overlapping Property Tax Rates**  
**Last Ten Fiscal Years (rate per \$100 of assessed value)**

Year	City Direct Rates			Overlapping Rates <sup>2</sup>			
	Basic Rate <sup>1</sup>	General Obligation Debt Service	Total Direct	Corona/Norco School District	Alvord School District	Metropolitan Water District	Riverside City Community College
2013	1.0000	0.0000	1.0000	0.0654	0.1184	0.0035	0.0170
2014	1.0000	0.0000	1.0000	0.0684	0.1757	0.0035	0.0177
2015	1.0000	0.0000	1.0000	0.0647	0.1723	0.0035	0.0179
2016	1.0000	0.0000	1.0000	0.0854	0.1534	0.0035	0.0173
2017	1.0000	0.0000	1.0000	0.0942	0.1530	0.0035	0.0165
2018	1.0000	0.0000	1.0000	0.0831	0.1500	0.0035	0.0162
2019	1.0000	0.0000	1.0000	0.0903	0.1506	0.0035	0.0148
2020	1.0000	0.0000	1.0000	0.0939	0.1445	0.0035	0.0148
2021	1.0000	0.0000	1.0000	0.0982	0.1371	0.0035	0.0147
2022	1.0000	0.0000	1.0000	0.0982	0.1371	0.0035	0.0147

*Notes:*

1) The City's basic property tax rate may only be increased by a majority vote of the City's residents. Rates for debt service are set based on each year's requirements.

2) Overlapping rates are those of local and county governments that apply to property owners within the City of Corona. Not all overlapping rates apply to all Corona property owners.

Source: HdL Coren & Cone, Riverside County Assessor 2012/13-2021/22 Tax Rate Table

**City of Corona**  
**Schedule 7a**  
**Principal Water Customers**  
**Current Year and Nine Years Ago**

Water Customer	2022			2013		
	Water Charges	Rank	Percent of Total Water Revenues	Water Charges	Rank	Percent of Total Water Revenues
City of Corona	\$ 3,797,709	1	6.45%	\$ 3,435,777	1	6.96%
Corona-Norco USD	996,029	2	1.69%	1,037,738	2	2.10%
CLI Atlas LLC	486,237	3	0.83%			
Eagle Glen Master HOA	379,862	4	0.64%	185,849	7	0.38%
Raintree Corona Pointe, LLC.	378,675	5	0.64%			
Eagle Glen Country Club, LLC	320,208	6	0.54%			
Aseptic Solutions USA	318,655	7	0.54%			
Breit MF Promenade Terrace LLC	177,884	8	0.30%			
Cal Trans D-8 (CRNA)	160,539	9	0.27%			
MM Meadowood Holdings, LLC	159,649	10	0.27%			
MG Properties				464,028	3	0.94%
Integrated Protein Tech				226,903	4	0.46%
Waterstone at Corona Pointe				196,397	5	0.40%
Hunter Contracting				188,026	6	0.38%
EWB, Inc.				177,299	8	0.36%
Marquessa Apartments				170,808	9	0.35%
Watson Laboratories				162,272	10	0.33%
	<u>\$ 7,175,447</u>		<u>12.17%</u>	<u>\$ 6,245,097</u>		<u>12.66%</u>

Source: Corona Department of Water and Power

**City of Corona**  
**Schedule 7b**  
**Principal Property Tax Payers**  
**Current Year and Nine Years Ago**

	2022			2013		
	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
<u>Taxpayer</u>						
SCG Atlas Ashton LLC	\$ 293,219,933	1	1.22%			
Castle and Cooke Corona Inc.	199,702,432	2	0.83%	172,018,751	2	1.08%
Raintree Corona Pointe LLC	144,473,407	3	0.60%			
Corona North Retail Development	127,379,794	4	0.53%			
Rexco	125,588,918	5	0.52%			
Breit MF Promenade Terrace LLC	102,221,087	6	0.43%			
Artisan Corona Apartments LLC	101,828,615	7	0.42%			
Costco Wholesale Corporation	96,425,449	8	0.40%	67,104,844	8	0.42%
TC Palisades LLC	94,261,226	9	0.39%			
AMFP V Country Hills	94,060,880	10	0.39%			
Watson Laboratories Inc				179,326,609	1	1.13%
Kaiser Foundation Health Plan Inc				140,780,868	3	0.88%
Waterstone Apartments NF				88,052,250	4	0.55%
Dart Container Corporation of Calif				72,961,649	7	0.46%
223 1 DL Holdings				73,365,106	6	0.46%
Dix Leasing Corporation				60,295,252	9	0.38%
IBM Credit LLC				45,538,494	10	0.29%
Rexco Magnolia				80,249,439	5	0.50%
Total	<u>\$ 1,379,161,741</u>		<u>5.73%</u>	<u>\$ 979,693,262</u>		<u>6.15%</u>

Source: HdL Coren & Cone, Riverside County Assessor 2021/22 & 2012/13 Combined Tax Rolls and the SBE Non Unitary Tax Roll



**City of Corona**  
**Schedule 8**  
**Property Tax Levies and Collections**  
**Last Ten Fiscal Years**

Fiscal Year Ended June 30,	Taxes Levied for the Fiscal Year <sup>1</sup>	Collected within the Fiscal Year of the Levy		Delinquent Tax Collections <sup>2</sup>	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2013	\$ 22,560,351	\$ 21,235,423	94.13%	\$ 979,403	\$ 22,214,826	98.47%
2014	23,176,657	22,171,735	95.66%	808,121	22,979,856	99.15%
2015	24,628,905	23,778,058	96.55%	695,420	24,473,478	99.37%
2016	25,563,557	24,694,504	96.60%	585,598	25,280,102	98.89%
2017	26,689,890	26,019,467	97.49%	528,723	26,548,190	99.47%
2018	28,136,170	27,463,023	97.61%	514,039	27,977,062	99.43%
2019	29,448,060	28,882,342	98.08%	411,473	29,293,815	99.48%
2020	31,140,439	30,216,472	97.03%	394,599	30,611,071	98.30%
2021	31,992,547	30,787,935	96.23%	830,154	31,618,089	98.83%
2022	33,590,104	32,634,424	97.15%	645,671	33,280,095	99.08%

Notes:

1) Amounts exclude debt service levies and former Redevelopment property tax increment.

2) Amounts excluded interest and penalties.

Source: Corona Finance Department, Riverside County Auditor-Controller's Office

**City of Corona**  
**Schedule 9**  
**Ratios of Outstanding Debt by Type**  
**Last Ten Fiscal Years (dollars in thousands, except per capita)**

Fiscal Year	Governmental Activities							
	General Obligation Bonds	Pension Obligation Bonds	Lease Revenue Bonds	Unamortized Bond Premium	Lease Payable	Refunding Lease Payable	Long-Term Agreement Payable	Special Assessment Bonds
2013	\$ -	\$ -	\$ 33,270	\$ -	\$ -	\$ 23,719	\$ -	\$ 515
2014	-	-	31,250	-	-	22,353	-	355
2015	-	-	29,145	-	-	20,955	-	185
2016	-	-	27,975	-	-	19,510	-	-
2017	-	-	24,520	<b>2,826</b>	-	18,016	-	-
2018	-	-	23,335	<b>2,677</b>	1,047	16,472	-	-
2019	-	-	22,115	<b>2,528</b>	1,062	14,875	-	-
2020	-	-	20,860	<b>2,379</b>	905	13,225	-	-
2021	-	-	19,560	<b>2,231</b>	748	11,518	-	-
2022	-	221,944	18,205	<b>2,082</b>	545	9,755	-	-

*Note: Details regarding the City's outstanding debt can be found in the notes to the financial statement.*

*Source: Corona Finance Department*

**City of Corona**  
**Schedule 9**  
**Ratios of Outstanding Debt by Type (Continued)**  
**Last Ten Fiscal Years (dollars in thousands, except per capita)**

Business-Type Activities										Percent of Personal Income	Per Capita
Installment Agreement Payable	Long-Term Installment Payable	Term Loan Payable	Certificates of Participation	Revenue Bonds	Unamortized Bond Premium	Lease Payable	Contracts Payable	Pension Obligation Bonds	Total Primary Government		
\$ 1,299	\$ -	\$ 21,362	\$ 64,380	\$60,791	\$ -	\$ -	\$ 690	\$ -	\$ 206,026	4.9%	\$ 1,314
1,104	-	19,951	24,480	57,630	-	-	690	-	157,813	3.8%	\$ 992
9,766	-	19,142	23,785	54,067	-	-	690	-	157,735	3.8%	\$ 991
9,221	-	26,111	-	50,294	-	-	690	-	133,801	3.1%	\$ 813
8,656	-	26,729	-	44,710	1,701	-	690	-	127,848	2.9%	\$ 762
8,072	-	24,927	-	41,380	1,594	-	690	-	120,194	2.6%	\$ 713
7,467	-	23,052	-	37,935	1,486	24	690	-	111,210	2.3%	\$ 662
7,091	-	21,131	-	35,860	1,379	17	690	-	103,520	2.0%	\$ 615
6,704	-	19,163	-	33,715	1,271	11	690	-	95,600	1.8%	\$ 564
6,305	-	17,147	-	31,480	1,164	3	690	37,538	346,858	6.4%	\$ 2,212



**City of Corona**  
**Schedule 10**  
**Ratios of Net General Bonded Debt Outstanding**  
**Last Ten Fiscal Years (dollars in thousands, except per capita)**

Fiscal Year	Pension Obligation Bonds	Special Assessment Bonds	Lease Payable	Unamortized Bond Premium	Lease Revenue Bonds	Total General Bonded Debt	Less Net Position Restricted for Debt Repayment	Net General Bonded Debt	Percentage of Actual Value <sup>1</sup> of Property	Per Capita <sup>2</sup>
2013	\$ -	\$ 515	\$ 23,719	\$ -	\$ 33,270	\$ 57,504	\$ 2,773	\$ 54,731	0.34%	\$ 349
2014	-	355	22,353	-	31,250	53,958	2,770	51,188	0.31%	322
2015	-	185	20,955	-	29,145	50,285	2,653	47,632	0.28%	299
2016	-	-	19,510	-	27,975	47,485	2,417	45,068	0.25%	274
2017	-	-	18,016	2,826	24,520	45,362	3,439	41,923	0.22%	250
2018	-	-	16,472	2,677	23,335	42,484	5,100	37,384	0.19%	222
2019	-	-	14,875	2,528	22,115	39,518	6,491	33,027	0.16%	196
2020	-	-	13,225	2,379	20,860	36,464	8,628	27,836	0.13%	165
2021	-	-	11,518	2,231	19,560	33,309	6	33,303	0.14%	197
2022	221,944	-	9,755	2,082	18,205	251,986	-	251,986	1.05%	1,607

**Note:** 1) See Schedule 5b for property value data.  
2) Population data can be found in Schedule 14.

*Details regarding the City's outstanding debt can be found in the notes to the financial statement.*

Source: Corona Finance Department

**City of Corona**  
**Schedule 11**  
**Direct and Overlapping Governmental Activities Debt<sup>1</sup>**  
**As of June 30, 2022 (dollars in thousands)**

	Debt Outstanding	Est. Percentage Applicable <sup>2</sup>	City's Share of Overlapping Debt
<b><u>Direct and Overlapping Tax and Assessment Debt:</u></b>			
Metropolitan Water District	\$ 20,175	0.708%	\$ 143
Riverside City Community College District	300,457	18.883%	56,735
Alvord Unified School District	197,212	12.854%	25,350
Corona-Norco Unified School District	498,729	54.197%	270,296
Alvord Unified School District CFD No. 2006-1	6,235	8.333%	520
Corona-Norco Unified School District CFD No. 97-1	646	100.000%	646
Corona-Norco Unified School District CFD No. 99-1	1,766	100.000%	1,766
Corona-Norco Unified School District CFD No. 99-2, Imp Areas A, B, C	4,028	100.000%	4,028
Corona-Norco Unified School District CFD No. 00-1	1,465	100.000%	1,465
Corona-Norco Unified School District CFD No. 01-1, Imp Areas A & B	5,615	100.000%	5,615
Corona-Norco Unified School District CFD No. 01-2, Imp Areas A, B, C	9,825	100.000%	9,825
Corona-Norco Unified School District CFD No. 03-3, Imp Area A & B	3,085	100.000%	3,085
Corona-Norco Unified School District CFD No. 03-5	1,575	100.000%	1,575
Corona-Norco Unified School District CFD No. 04-2, Imp Areas 1 & 3	3,255	100.000%	3,255
Corona-Norco Unified School District CFD No. 17-1	3,440	100.000%	3,440
City of Corona CFD No. 97-2	2,350	100.000%	2,350
City of Corona CFD No. 2000-1	3,415	100.000%	3,415
City of Corona CFD No. 2001-2	1,785	100.000%	1,785
City of Corona CFD No. 2002-1	10,910	100.000%	10,910
City of Corona CFD No. 2002-1, Imp Area 1	5,875	100.000%	5,875
City of Corona CFD No. 2002-4	5,565	100.000%	5,565
City of Corona CFD No. 2003-2	4,450	100.000%	4,450
City of Corona CFD No. 2004-1	2,200	100.000%	2,200
City of Corona CFD No. 2016-2	5,140	100.000%	5,140
City of Corona CFD No. 2017-2	3,510	100.000%	3,510
City of Corona CFD No. 2018-1 Improvement Area 1, 2018 Series	9,000	100.000%	9,000
City of Corona CFD No. 2018-1 Improvement Area 1, 2020 Series	10,150	100.000%	10,150
California Statewide Communities Development Authority Community Facilities District No. 2002-1	2,585	100.000%	2,585
California Statewide Communities Development Authority assessment District No. 2002-1 21-01	1,395	100.000%	1,395
City of Corona 1915 Act Bonds	460	100.000%	460
<b>Total Overlapping Tax and Assessment Debt</b>			<b>456,534</b>
<b><u>Direct and Overlapping General Fund Debt:</u></b>			
<b><u>Overlapping General Fund Obligations</u></b>			
Riverside County General Fund Obligations	\$ 720,218	7.260%	\$ 52,288
Riverside County Pension Obligations Bonds	820,060	7.260%	59,536
Corona-Norco Unified School District General Fund Obligations	21,594	53.769%	11,611
Western Municipal Water District General Fund Obligations	5,461	22.360%	1,221
<b>Total Overlapping General Fund Obligations</b>			<b>\$ 124,656</b>
<b><u>Direct General Fund Obligations:</u></b>			
City of Corona General Fund Obligations	27,960		\$ 27,960
City of Corona Pension Obligation Bonds	259,482		259,482
Unamortized Bond Premium	2,082		2,082
<b>Total Direct General Fund Obligations</b>		100.000%	<b>\$ 289,524</b>
<b>Total Direct and Overlapping General Fund Obligations</b>			<b>\$ 414,180</b>
Less: Riverside County Supported Obligations			-
<b>Total Net Direct and Overlapping General Fund Obligations</b>			<b>\$ 414,180</b>
<b>Total Direct Debt</b>			<b>\$ 289,524</b>
<b>Total Gross Overlapping Debt</b>			<b>\$ 581,190</b>
<b>Total Net Overlapping Debt</b>			<b>\$ 581,190</b>
<b>Gross Combined Total Direct and Overlapping Debt<sup>3</sup></b>			<b>\$ 870,714</b>
<b>Net Combined Total Direct and Overlapping Debt</b>			<b>\$ 870,714</b>

**City of Corona**  
**Schedule 11**  
**Direct and Overlapping Governmental Activities Debt<sup>1</sup> (Continued)**  
**As of June 30, 2022 (dollars in thousands)**

---

*Notes to Schedule 11*

- 1) Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. The schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Corona. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for the repaying the debt, of each overlapping government.
- 2) The percentage of overlapping debt applicable to the City is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value, except for community facilities district overlapping debt which was estimated by determining the special tax charged on property within the City, divided by the community facilities district's total special tax for the fiscal year.
- 3) Amount excluded tax and revenue anticipation notes, enterprise revenue bonds, mortgage revenue bonds, Successor Agency's tax allocation bonds and non-bonded capital lease obligations.

*Source: Corona Finance Department, California Municipal Statistics, Inc.*

**City of Corona**  
**Schedule 12**  
**Legal Debt Margin Information**  
**Last Ten Fiscal Years (dollars in thousands)**

**Legal Debt Margin Calculation for Fiscal Year 2022**

Assessed Value	\$ 24,043,561
Debt Limit (15% of assessed value)	3,606,534
Debt Applicable to limit:	
General obligation debt	251,986
Less: Amount set aside for repayment of general obligation debt	-
Total net debt applicable to limit	251,986
Legal Debt Margin	<u><u>\$ 3,354,548</u></u>

	Fiscal Year				
	2013	2014	2015	2016	2017
Debt Limit	\$ 2,388,708	\$ 2,454,089	\$ 2,594,890	\$ 2,707,398	\$ 2,819,397
Total net debt applicable to limit	<u>56,989</u>	<u>53,603</u>	<u>50,100</u>	<u>47,485</u>	<u>42,536</u>
<b>Legal debt margin</b>	<b>\$ 2,331,719</b>	<b>\$ 2,400,486</b>	<b>\$ 2,544,790</b>	<b>\$ 2,659,913</b>	<b>\$ 2,776,861</b>
Total debt applicable to the limit as a percentage of debt limit	2.386%	2.184%	1.931%	1.754%	1.509%

*Note: Under State Finance Law, the City's outstanding general obligation debt should not exceed 15 percent of total assessed property value.  
By law, the general obligation debt subject to the limitation may be offset by amounts set aside for repaying general obligation bonds.*

*Source: Corona Finance Department*

**City of Corona**  
**Schedule 12**  
**Legal Debt Margin Information (Continued)**  
**Last Ten Fiscal Years (dollars in thousands)**

---

	Fiscal Year				
	2018	2019	2020	2021	2022
Debt Limit	\$ 2,986,885	\$ 3,145,686	\$ 3,279,207	\$ 3,462,545	\$ 3,606,534
Total net debt applicable to limit	43,531	40,580	37,369	33,309	251,986
<b>Legal debt margin</b>	\$ 2,943,354	\$ 3,105,106	\$ 3,241,838	\$ 3,429,236	\$ 3,354,548
Total debt applicable to the limit as a percentage of debt limit	1.457%	1.290%	1.140%	0.962%	6.987%

**City of Corona**  
**Schedule 13**  
**Pledged Revenue Coverage**  
**Last Ten Fiscal Years (dollars in thousands)**

Fiscal Year	Lease Revenue Bonds					Special Assessment Bonds				
	Lease Payments	Current Account Balance	Debt Service		Coverage	Special Assessment Collections	Current Account Balance	Debt Service		Coverage
			Principal	Interest				Principal	Interest	
2013	\$ 30,825 <sup>1</sup>	\$ 11	\$ 28,750	\$ 2,075	1.00	\$ 212	\$ 5	\$ 145	\$ 47	1.13
2014	3,394	19	2,020	1,365	1.01	208	4	160	34	1.09
2015	3,373	19	2,105	1,281	1.00	192	1	170	22	1.01
2016	2,353	19	1,170	1,216	0.99	192	0	185	7	1.00
2017	30,614 <sup>5</sup>	9	27,975	1,367	1.04	-	-	-	-	-
2018	2,117	1	1,185	931	1.00	-	-	-	-	-
2019	2,121	-	1,220	901	1.00	-	-	-	-	-
2020	2,112	-	1,255	857	1.00	-	-	-	-	-
2021	2,106	-	1,300	806	1.00	-	-	-	-	-
2022	2,108	-	1,355	753	1.00	-	-	-	-	-

Notes: <sup>1</sup> Includes the defeasance of 2002 Lease Revenue bonds.  
<sup>2</sup> Includes the defeasance of the 1998 Water Revenue bonds.  
<sup>3</sup> Includes the defeasance of 1997 COPs and 2003 COPs.  
<sup>4</sup> Includes the advanced redemption of 2005 COPs.  
<sup>5</sup> Includes the defeasance of 2006 Lease Revenue bonds.  
<sup>6</sup> Apply new method - Utility Revenues derived from Pledged Revenue note.

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Source: Corona Finance Department

**City of Corona**  
**Schedule 13**  
**Pledged Revenue Coverage (Continued)**  
**Last Ten Fiscal Years (dollars in thousands)**

Fiscal Year	Revenue Bonds					Certificates of Participation				
	Utility Revenues	Debt Service		Coverage	Lease Payments	Current Account Balance	Debt Service		Coverage	
		Principal	Interest				Principal	Interest		
2013	\$ 29,597	\$ 26,430	\$ 1,491	1.06	\$ 7,391	\$ 22	\$ 2,935	\$ 4,154	1.05	
2014	3,187	1,165	2,022	1.00	60,552	2,143	60,080	2,611	1.00	
2015	5,689	3,455	2,234	1.00	1,063	756	695	1,123	1.00	
2016	5,809	3,655	2,144	1.00	24,341	0	23,785	555	1.00	
2017	5,809	3,775	2,034	1.00	-	-	-	-	-	
2018	28,093	5,166	2,537	3.65	-	-	-	-	-	
2019	36,011	5,320	2,370	4.68	-	-	-	-	-	
2020	26,851	3,996	2,222	4.32	-	-	-	-	-	
2021	30,756	4,113	2,032	5.01	-	-	-	-	-	
2022	28,516	4,251	1,962	4.59	-	-	-	-	-	



**City of Corona**  
**Schedule 14**  
**Demographic and Economic Statistics**  
**Last Ten Calendar Years**

	(1)	(1)	(1)	(1)	(2)	(1)
		Personal	Per Capita Personal	Median	School	Unemployment
Year	Population	Income (In Thousands)	Income	Age	Enrollment	Rate
2012	156,823	4,232,339	26,988	32.0	53,437	7.0%
2013	159,132	4,179,125	26,262	32.2	53,782	6.1%
2014	159,109	4,164,996	26,177	32.6	53,739	6.4%
2015	164,659	4,340,504	26,360	33.4	53,354	5.2%
2016	167,759	4,420,877	26,352	33.9	53,157	4.7%
2017	168,574	4,554,614	27,018	34.4	53,294	3.5%
2018	168,101	4,803,427	28,574	34.7	53,002	3.3%
2019	168,248	5,138,227	30,539	34.9	52,557	3.1%
2020	169,454	5,437,772	32,089	35.0	51,318	8.2%
2021	156,778	5,471,176	34,897	34.8	50,889	5.8%

*Sources:* (1) HdL, Coren & Cone;  
(2) California Department of Education -  
Corona-Norco Unified School District, School Year 2020/21 Enrollment.

**City of Corona**  
**Schedule 15**  
**Principal Employers**  
**Current Year and Nine Years Ago**

Employer	2022			2013		
	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Corona-Norco Unified School District	4,807	1	5.64%	4,686	1	5.84%
Kaiser Permanente	450	9	0.53%	1,783	2	2.22%
Corona Regional Medical Center	1,096	2	1.29%	1,200	3	1.50%
Fender USA Corona	960	3	1.13%	800	6	1.00%
Monster Energy	900	4	1.06%			
City of Corona	824	5	0.97%	866	5	1.08%
All American Asphalt	650	7	0.76%	679	7	0.85%
Veg Fresh Farms	629	8	0.74%			
TWR Framing Enterprises	725	6	0.85%			
Thermal Structures	404	10	0.47%			
Watson Laboratories, Inc.				950	4	1.18%
Arizon Pipeline				400	8	0.50%
Dart Container Corporation				394	9	0.49%
Hansen Beverage				350	10	0.44%
Total	11,445		13.44%	12,108		15.10%

*Source: Corona Economic Development Department*

**City of Corona**  
**Schedule 16**  
**Full-time Equivalent City Government Employees by Function/Program**  
**Last Ten Fiscal Years**

Function/Program	Full-time Equivalent Employees									
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018**</u>	<u>2017</u>	<u>2016*</u>	<u>2015*</u>	<u>2014*</u>	<u>2013*</u>
General Government										
Elected Officials	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
City Manager's Office <sup>10</sup>	19.55	14.07	13.33	14.07	9.90	10.35	9.73	9.73	9.85	9.84
Legal & Risk Management <sup>1</sup>	6.72	6.72	6.34	6.19	6.52	7.67	6.67	6.01	5.29	5.01
Administrative Services <sup>2,7,8</sup>			31.74	40.92	38.56	42.23	42.56	34.30	36.31	37.40
Human Resources <sup>2,7</sup>	14.00	11.48	9.39							
Information Technology	29.03	25.03	24.47	23.99	17.25	13.89	15.09	12.41	13.98	13.86
Finance <sup>2</sup>	33.82	31.93								
Police										
Officers	163.30	158.00	153.00	149.00	162.00	162.00	162.00	159.00	157.00	153.50
Civilians	100.93	86.70	83.25	80.40	88.01	88.39	85.90	79.13	80.62	77.97
Fire										
Firefighters and officers	114.96	111.48	108.00	107.00	113.00	113.00	112.00	112.00	112.00	111.50
Civilians	7.24	5.32	7.76	7.75	8.20	4.88	6.48	7.18	6.06	6.49
Public Works <sup>3, 15</sup>	58.34	35.75	35.75	35.75	35.75	29.05	29.75	31.57	33.78	78.07
Maintenance Services <sup>5, 11</sup>		34.15	42.11	42.11	42.76	43.63	45.00	44.53	41.76	26.09
Community Development <sup>4</sup>		23.89	22.14	22.14	25.00	26.48	26.00	22.08	18.02	17.00
Planning and Development Development <sup>12</sup>	53.06									
Economic Development <sup>2</sup>	6.00	4.00	2.00	2.00	3.00	3.00	2.00	1.00	4.00	4.00
Library and Recreation Services <sup>6</sup>			72.99	72.74	69.06	70.67	68.04	63.50	64.69	66.62
Community Services Department <sup>9</sup>	111.65	86.36								
Utilities Department <sup>6</sup>	112.21	111.60	109.60	110.02	108.91	119.18	119.68	120.79	121.76	112.75
Transit Services <sup>14</sup>		2.00	2.00	2.00	2.00	2.00	2.00	1.00	1.00	1.00
Total	<u>836.81</u>	<u>754.48</u>	<u>729.87</u>	<u>722.08</u>	<u>735.92</u>	<u>742.42</u>	<u>738.90</u>	<u>710.23</u>	<u>712.12</u>	<u>727.10</u>

\* Data for Fiscal Year 2016 and prior was restated to Full Time Equivalents (FTE) from full-time positions.

\*\* Data for Fiscal Year 2018 was updated to FTE Authorized information.

**Note:**

- <sup>1</sup> Formerly City Attorney's Office. During Fiscal Year 2014-15, Risk Management Division merged into the City Attorney's Office and formed Legal & Risk Management Department.
- <sup>2</sup> Formerly Finance Department. During Fiscal Year 2014-15, Human Resources Department merged into Finance and formed Administrative Services Department.
- <sup>4</sup> Building Department merged into Community Development Department during Fiscal Year 2008-09.
- <sup>3</sup> Public Works Department was reorganized during Fiscal Year 2013-14, various maintenance functions were removed from Public Works, and a new department, Maintenance Services was established to assume these functions.
- <sup>4</sup> During Fiscal Year 2014-15, Housing Division was merged into Community Development Department.
- <sup>5</sup> Formerly Housing and Economic Development, during Fiscal Year 2014-15, the Housing component was merged into Community Development Department.
- <sup>6</sup> Formerly Department of Water and Power
- <sup>7</sup> Redevelopment Department was dissolved in Fiscal Year 2011-12.
- <sup>7</sup> Human Resources Department separated from Administrative Services Department in Fiscal Year 2019-20.
- <sup>8</sup> Formerly Administrative Services Department.
- <sup>9</sup> Formerly Library and Recreation Services Department.
- <sup>10</sup> Formerly Management Services Department
- <sup>11</sup> Maintenance Services Department was restructured during Fiscal Year 2021-22 and is no longer overseen by the Utilities department, various functions moved to Public Works.
- <sup>12</sup> Community Development was restructured in Fiscal Year 2021-22 and renamed Planning and Development.
- <sup>13</sup> Public Works Department was restructured during Fiscal Year 2021-22, various functions moved to Community Services and Planning and Development.
- <sup>14</sup> Transit Services restructured during Fiscal Year 2021-22, and transferred to Community Services department.

Source: Corona Finance Department

**City of Corona**  
**Schedule 17**  
**Operating Indicators by Function/Program**  
**Last Ten Fiscal Years**

<u>Function/Program</u>	<u>Fiscal Year</u>				
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Police					
Physical Arrests	2,941	2,345	2,282	2,992	2,895
Parking Violations	5,224	2,731	9,574	8,851	6,228
Traffic Violations	8,148	6,051	4,718	6,133	9,024
Fire					
Emergency Responses	15,359	14,422	13,810	13,141	13,041
Fires Extinguished	472	524	451	362	435
Inspections	1,396	979	1,652	1,092	2,726
Public Works/Maintenance Services					
Street Resurfacing (miles)	66	44	75	37	51
Street Lights Repaired	714	415	437	418	495
Potholes Filled (sq. ft)	38,930	20,204	46,850	22,332	35,700
Community Services - Recreation					
Sportsfields Participation	568,496	404,679	370,799	269,168	248,617 <sup>2</sup>
Comm. Centers/Gym/Pool	31,832	28,393	111,007	169,888	249,885
Other Activity Participation	330,737	222,473	226,205	135,399	171,679
Community Services - Library					
Volumes in Collection	209,357	210,747	183,794	165,760	168,148
Total Volumes Borrowed <sup>1</sup>	280,958	182,733	284,375	411,592 <sup>4</sup>	783,626
Water					
New Connections	309	634	389	511	391
Water Main Repairs	45	95	86	72	36
Average Daily Consumption (millions of gallons)	32.1	33.2	31.2	30.2	33.0
Wastewater					
Average Daily Sewage Treatment (millions of gallons)	12.6	12.8	12.6	14.3	13.8
Transit Services					
Total Route Miles (round-trip)	47.7	47.7	47.7	47.7	47.5
Passengers					
Fixed Route	95,892	76,645	100,186	118,366	129,972
Dial-A-Ride	22,673	13,386	39,989	52,580	58,089

<sup>1</sup> Total Volumes Borrowed were restated for years between 2011 and 2016 to exclude the number of visits to Corona Library's website.

<sup>2</sup> Reporting method changed - report by actual enrollment/attendance numbers.

<sup>3</sup> Total Volume Borrowed was overstated by 309,505 in Fiscal Year 16/17. The correction was updated for Fiscal Year 16/17 in Fiscal Year 17/18.

<sup>4</sup> Reduction in Total Volumes Borrowed was due to the elimination of 11 databases during the fiscal year.

Source: Various Departments.

**City of Corona**  
**Schedule 17**  
**Operating Indicators by Function/Program (Continued)**  
**Last Ten Fiscal Years**

<u>Function/Program</u>	<u>Fiscal Year</u>				
	<u>2017</u>	<u>2016</u> <sup>1</sup>	<u>2015</u> <sup>1</sup>	<u>2014</u> <sup>1</sup>	<u>2013</u> <sup>1</sup>
Police					
Physical Arrests	3,403	5,583	5,337	5,422	4,709
Parking Violations	4,993	3,974	4,098	4,119	3,612
Traffic Violations	11,896	12,132	11,133	11,147	9,316
Fire					
Emergency Responses	12,981	12,112	11,263	11,131	10,942
Fires Extinguished	382	381	346	397	415
Inspections	1,934	1,966	1,757	2,217	1,591
Public Works/Maintenance Services					
Street Resurfacing (miles)	39	41	72	72	48
Street Lights Repaired	1,045	1,342	846	598	808
Potholes Filled (sq. ft)	75,000	15,076	15,978	13,185	16,085
Community Services - Recreation					
Sportsfields Participation	2,190,246	1,760,600	1,898,300	1,670,668	1,664,800
Comm. Centers/Gym/Pool	282,797	211,410	189,519	158,431	144,981
Other Activity Participation	226,294	244,430	232,264	244,593	247,768
Community Services - Library					
Volumes in Collection	167,586	164,421	167,432	136,128	174,585
Total Volumes Borrowed <sup>1</sup>	648,522 <sup>3</sup>	1,073,736	927,956	861,842	846,171
Water					
New Connections	166	1,408	173	498	482
Water Main Repairs	69	78	84	49	36
Average Daily Consumption (millions of gallons)	30.4	28.4	32.6	34.9	32.0
Wastewater					
Average Daily Sewage Treatment (millions of gallons)	14.3	14.0	13.1	12.6	13.4
Transit Services					
Total Route Miles (round-trip)	47.5	47.5	39.0	39.0	39.0
Passengers					
Fixed Route	132,469	150,002	168,303	169,745	163,054
Dial-A-Ride	65,580	63,162	66,015	68,852	65,635

**City of Corona**  
**Schedule 18**  
**Capital Asset Statistics by Function/Program**  
**Last Ten Fiscal Years**

<u>Function/Program</u>	<u>Fiscal Year</u>									
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Zone Offices	2	2	2	2	2	2	2	2	2	2
Patrol Units	71	65	62	68	65	55	59	59	53	53
Fire Stations	7	7	7	7	7	7	7	7	7	7
Streets										
Streets and Alleys (miles)	464	463	444	408	408	406	403	404	403	406
Streetlights <sup>1</sup>	14,976	15,117	15,117	12,380	12,380	12,587	12,059	12,022	11,888	11,271
Traffic Signals	191	191	190	188	184	182	179	173	170	169
Community Services - Recreation										
Total Park Acreage	378	378	376	376	376	376	376	376	376	376
Playgrounds	27	27	27	27	27	27	27	27	27	27
Baseball/softball diamonds	36	36	36	36	36	36	36	36	36	36
Soccer/football fields	18	18	18	18	18	18	18	18	18	18
Community Centers	7	7	7	7	7	7	7	7	7	7
Civic Center Auditorium Seating Cap	380	380	380	380	380	380	380	380	380	380
Fiesta Bandshell Seating Capacity	500	500	500	500	500	500	500	500	500	500
Water										
Water Main (miles)	736	736	736	719	697	687	683	694	681	681
Fire Hydrants	9,760	9,760	10,062	9,548	9,300	9,222	9,197	9,174	9,087	8,918
Storage Capacity <sup>2</sup>										
(millions of gallons)	55	55	52	52	52	51	51	51	51	51
Wastewater										
Sanitary Sewers (miles)	464	464	464	458	440	435	434	452	444	444
Storm Sewers (miles)	225	225	223	171	171	167	167	172	171	166
Treatment Capacity	16	16	16	16	16	16	16	16	16	16
(millions of gallons)										
Transit Services										
Minibuses										
Fixed Route	7	7	7	7	7	7	7	6	6	4
Dial-A-Ride	13	13	13	13	11	11	13	11	10	12

Source: Various City departments.

Note: <sup>1</sup> Includes only City-owned street lights.

<sup>2</sup> Potable & reclaimed water storage capacity.

# **The Trip Reduction Special Revenue Fund of the City of Corona**

Corona, California

## **Financial Statements and Independent Auditors' Reports**

*For the Year Ended June 30, 2022*





**The Trip Reduction Special Revenue Fund of the City of Corona  
For the Year Ended June 30, 2022**

**Table of Contents**

---

	<u>Page</u>
<b>Independent Auditors' Reports:</b>	
<b>Report on the Financial Statements .....</b>	<b>1</b>
<b>Report on Internal Control Over Financial Reporting and Report on Compliance         and Other Matters Based on an Audit of Financial Statements Performed         in Accordance with <i>Government Auditing Standards</i> .....</b>	<b>5</b>
<b>Report on Compliance for Trip Reduction Special Revenue Fund;         and Report on Internal Control Over Compliance .....</b>	<b>7</b>
<b>Financial Statements:</b>	
Balance Sheet.....	13
Statement of Revenue, Expenditures, and Change in Fund Balance .....	14
Notes to the Basic Financial Statements .....	15
<b>Required Supplementary Information (Unaudited):</b>	
Budgetary Comparison Schedule .....	19
Notes to the Budgetary Comparison Schedule.....	20



## INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Council and Citizens  
of the City of Corona  
Corona, California

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the accompanying financial statements of the Trip Reduction Special Revenue Fund of the City of Corona, California (the "City") as of and for the year ended June 30, 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Trip Reduction Special Revenue Fund of the City as of June 30, 2022, and the change in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States ("*Government Auditing Standards*"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Emphasis of Matter*

As discussed in Note 1, the financial statements present only the Trip Reduction Special Revenue Fund and do not purport to, and do not, present fairly the financial position of the City as of June 30, 2022, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Budgetary Comparison Schedule on pages 19 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

To the Honorable Mayor, City Council and Citizens  
of the City of Corona  
Corona, California  
Page 3

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 29, 2022, on our consideration of the City's internal control financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over the Trip Reduction Special Revenue Fund's financial reporting and compliance.

*The PwC Group, LLP*

Santa Ana, California  
November 29, 2022



**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE GOVERNMENT AUDITING STANDARDS**

**Independent Auditors' Report**

To the Honorable Mayor, City Council and Citizens  
of the City of Corona  
Corona, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"), the financial statements of the Trip Reduction Special Revenue Fund of the City of Corona, California (the "City"), as of and for the year ended June 30, 2022, and the related notes to the financial statements, and have issued our report thereon dated November 29, 2022.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over the Trip Reduction Special Revenue Fund's financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. Accordingly, we do not express an opinion on the effectiveness of City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Honorable Mayor, City Council and Citizens  
of the City of Corona  
Corona, California  
Page 2

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Trip Reduction Special Revenue Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California  
November 29, 2022

**REPORT ON COMPLIANCE FOR TRIP REDUCTION SPECIAL REVENUE FUND;  
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE****Independent Auditors' Report**

To the Honorable Mayor, City Council and Citizens  
of the City of Corona  
Corona, California

**Report on Compliance for the Trip Reduction Special Revenue Fund*****Opinion on Compliance***

We have audited the City of Corona, California's (the "City") compliance with the type of compliance requirements described in the Assembly Bill 2766, Chapter 1705 (44220 through 44247) ("AB 2766") for the year ended June 30, 2022.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that are applicable to Trip Reduction Special Revenue Fund for the year ended June 30, 2022.

***Basis for Opinion***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America ("GAAS"); the standards applicable to financial audits contained in *Government Auditing Standards* ("Government Auditing Standards") issued by the Comptroller General of the United States; and AB 2766. Our responsibilities under those standards and AB 2766 are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's government programs.

### ***Auditors' Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and AB 2766 will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the AB 2766, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with AB 2766, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control Over Compliance**

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness* in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the "Auditor's Responsibilities for the Audit of Compliance" section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

To the Honorable Mayor, City Council and Citizens  
of the City of Corona  
Corona, California  
Page 3

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the AB 2766. Accordingly, this report is not suitable for any other purpose.

*The Pw Group, LLP*

Santa Ana, California  
November 29, 2022



## **FINANCIAL STATEMENTS**



**The Trip Reduction Special Revenue Fund of the City of Corona**  
**Balance Sheet**  
**June 30, 2022**

---

**ASSETS**

Cash and investments	\$ 1,462,102
Due from South Coast Air Quality Management District	55,733
Interest receivables	<u>3,840</u>
<b>Total assets</b>	<u><u>\$ 1,521,675</u></u>

**LIABILITIES, DEFERRED INFLOWS OF  
RESOURCES AND FUND BALANCE**

**Liabilities:**

Accounts payable	<u>\$ 2</u>
<b>Total liabilities</b>	<u>2</u>

**Deferred Inflows of Resources:**

Unavailable revenue	<u>55,733</u>
<b>Total deferred inflows of resources</b>	<u>55,733</u>

**Fund Balance:**

Restricted for trip reduction program	<u>1,465,940</u>
<b>Total fund balance</b>	<u>1,465,940</u>
<b>Total liabilities, deferred inflows of resources and fund balance</b>	<u><u>\$ 1,521,675</u></u>

**The Trip Reduction Special Revenue Fund of the City of Corona**  
**Statements of Revenues, Expenditures, and Change in Fund Balance**  
**For the Year Ended June 30, 2022**

**Revenues:**

Assembly Bill 2766 revenues	\$ 163,100
Investment earnings	<u>(51,179)</u>
<b>Total revenues</b>	<u>111,921</u>

**Expenditures:**

Current:

Trip reduction program	<u>25,540</u>
<b>Total expenditures</b>	<u>25,540</u>

Excess of revenues over expenditures	<u>86,381</u>
--------------------------------------	---------------

Net change in fund balance	86,381
----------------------------	--------

**Fund Balance:**

Beginning of year	<u>1,379,559</u>
End of year	<u><u>\$ 1,465,940</u></u>

**The Trip Reduction Special Revenue Fund of the City of Corona**  
**Notes to the Financial Statements**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Financial Reporting Entity and Summary of Significant Accounting Policies**

***A. Financial Reporting Entity***

The Trip Reduction Special Revenue Fund (the “Fund”) of the City of Corona, California (the “City”) was formed in 1993 to account for allocation made by Assembly Bill 2766 (“AB 2766”), known as the Clean Air Act. The financial statements of the Fund are intended to present the financial position and changes in financial position of only those transactions attributable to the Fund that is operated by the City. The City performs all administrative and accounting functions. The financial statements of the Fund are included in the basic financial statements of the City.

The financial statements of the Fund have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) as applied to governmental agencies. The Governmental Accounting Standards Board (the “GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

***B. Fund Accounting***

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity with a self-balancing set of accounts. Monies received under AB 2766 are recorded in the Fund. AB 2766 authorizes the South Coast Air Quality Management District (“SCAQMD”) to impose an annual vehicle registration fee and to distribute a portion of the collected revenues to all local jurisdictions within the South Coast Air Basin. These revenues are to be used solely to reduce air pollution from motor vehicles by implementing new programs and studies necessary for the implementation of the California Clean Air Act. The Fund is presented as a Special Revenue Fund.

***C. Financial Statements Presentation, Basis of Accounting and Measurement Focus***

The fund financial statements include a Balance Sheet and a Statement of Revenues, Expenditures and Change in Fund Balance. Special Revenue Fund is accounted for on a spending or “*current financial resources*” measurement focus and modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; that is, when they become both measurable and available to finance expenditures in the fiscal period. “Available” means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For the Fund, revenues and other governmental fund financial resources are recognized if measurable and collectible generally within 60 days following the end of the fiscal year. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable.

***D. Cash and Investments***

The Fund’s cash balance was pooled with various other City funds for deposit and investment purposes. The share of each fund in the pooled cash account was separately maintained and interest income was apportioned to the participating funds based on the relationship of their average quarter-end cash balances to the total of the pooled cash and investments.

**The Trip Reduction Special Revenue Fund of the City of Corona**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Organization and Summary of Significant Accounting Policies (Continued)**

***E. Fund Balance***

In the fund financial statements, the Fund reports the following fund balance classification:

**Restricted** – This includes amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws of regulations of other governments or (b) by law through constitutional provisions or enabling legislation. The Fund's restricted fund balance is restricted for trip reduction program governed by AB 2766.

***F. Use of Estimates***

The preparation of the basic financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Note 2 – Cash and Investments**

The Fund's cash and investments consisted of pooled cash with the City of Corona in the amount of \$1,462,102 at June 30, 2022.

Cash is pooled with the City and is considered as cash since the Fund is able to withdraw at any time without prior notice or penalty. It has general characteristic of demand deposit accounts. Interest income is allocated based on average cash balances. Investment policies and associated risk factors applicable to the Trip Reduction Special Revenue Fund are those of the City and are included in the City's basic financial statements.

**Note 3 – Commitments and Contingencies**

The Fund receives monies from the SCAQMD that are subject to review and audit by the SCAQMD. Although such audits could result in disallowed expenditures under terms of the program's guidelines, the management believed that any repayments resulting from disallowances will not be material.

**REQUIRED SUPPLEMENTARY INFORMATION  
(UNAUDITED)**



**The Trip Reduction Special Revenue Fund of the City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Budgetary Comparison Schedule**  
**For the Year Ended June 30, 2022**

	<b>Budget Amounts</b>		<b>Actual</b>	<b>Variance with</b>
	<b>Original</b>	<b>Final</b>	<b>Amounts</b>	<b>Final Budget</b>
				<b>Positive</b>
				<b>(Negative)</b>
<b>Revenues:</b>				
Assembly Bill 2766 revenues	\$ -	\$ 200,000	\$ 163,100	\$ (36,900)
Interest earnings	18,072	18,145	(51,179)	(69,324)
<b>Total revenues</b>	<b>18,072</b>	<b>218,145</b>	<b>111,921</b>	<b>(106,224)</b>
<b>Expenditures:</b>				
Current:				
Trip reduction program	100	106,050	25,540	80,510
<b>Total expenditures</b>	<b>100</b>	<b>106,050</b>	<b>25,540</b>	<b>80,510</b>
Net change in fund balance	\$ 17,972	\$ 112,095	86,381	\$ (25,714)
<b>Fund Balance:</b>				
Beginning of year			1,379,559	
End of year			\$ 1,465,940	

**The Trip Reduction Special Revenue Fund of the City of Corona**  
**Required Supplementary Information (Unaudited)**  
**Notes to the Budgetary Comparison Schedule**  
**For the Year Ended June 30, 2022**

---

**Budgetary Information**

The City adopts an annual budget on a basis consistent with generally accepted accounting principles in the United States and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions.

# CITY OF CORONA

## CALIFORNIA



**AB1600 Development Impact Fees Annual Report,**  
Year ended June 30, 2022



## **ANNUAL REPORT OF DEVELOPMENT IMPACT FEES**

### **Fiscal Year Ended June 30, 2022**

Section 66006 of the Government Code, also known as AB1600, requires that an annual report be made available to the public within 180 days of the close of the fiscal year.

The City of Corona reports each developer fee in a separate fund and has met the requirements of AB1600 in each of its 15 Development Impact Fee (DIF) funds. In all cases, the City has complied with the time limit for expenditure of fees. No fees have been refunded as a result of non-compliance and there are no refunds pending from any DIF fund.

Below is a list of the ordinances which approved the Master Facilities Plans and Development Impact Fee reports and adopted the existing Development Impact fees. A hardcopy of all ordinances is on file in the City Clerk's office.

<u>Facilities</u>	<u>Ordinance #</u>	<u>Adopted</u>
Comm. Meeting/Aquatics/Parkland	2845 & 2846	September 6, 2006
Temescal Canyon Comm. Tower	2642	June 4, 2003
Streets/ Signals/ Bridges	2993	June 17, 2009
Library/ Storm Drain/ Law Enforcement/ Fire	2552 & 2553	October 3, 2001
TC Law Enforcement/ Fire	2993	June 17, 2009
SC Streets/ Landscaping/ Comm. Facilities Plan	2387 & 2388	May 5, 1999
Water/ Sewer	2353 & 2354	June 3, 1998
Fire Wild Land	2077	October 16, 1991

The General Fund has a receivable balance of \$13,863.72 for the Temescal Canyon Public Safety Facility project. As funds are collected in the Temescal Canyon fee funds, they will be transferred to the General Fund until all expenditures have been reimbursed. A detailed account of all project expenditures, fee collections and transfers are on file in the Finance Department.

This report was compiled based on the annual financial statements of the City as of June 30, 2022. It provides an opportunity for management and staff to evaluate what is available for the City's development, to plan what can be accomplished with the resources identified, and to inform the public of future projects. For Fiscal Year 2022, the beginning balance for certain funds were adjusted to show actual fund balance available for future projects.

Questions regarding the data in this report should be directed to the City's Finance Department at 400 S. Vicentia Avenue, Corona, California 92882, phone (951) 279-3500 or e-mail [Finance.Department@coronaca.gov](mailto:Finance.Department@coronaca.gov)

Submitted to City Council on December 07, 2022.



City of Corona  
Development Impact Fees  
Effective 1/1/2022

Infrastructure Category / Area	Time of Collection	Estate - Residential	Single Family	Accessory Dwelling Unit <sup>8</sup> (ADU) 750 sq.ft or more Per ADU	Single Family - Attached	Multi-Family - 3	Senior Restricted Attached - 6	Assisted Care Living - 6	Mobile Home	Commercial Lodging	Commercial			Industrial / Manufacturing
											Retail	Office	Class 'A' and 'B' Office - 4	
Proposed Fee Unit		Per D.U.	Per D.U.		Per D.U.	Per D.U.	Per D.U.	Per D.U.	Per D.U.	Per Room	Per Sq. Ft.	Per Sq. Ft.	Per Sq. Ft.	Per Sq. Ft.
<b>Street and Signal</b> Commercial/Industrial: Per square foot of total building area. Citywide	Building Permit	\$4,047.00	\$4,047.00		\$4,047.00	\$3,238.00 <sup>1</sup>	\$1,847.00	\$1,457.00	\$4,047.00	\$2,428.00	\$1.980	\$0.95	\$0.95	\$0.42
<b>Transportation Uniform Mitigation Fee<sup>2</sup></b> Western Riverside County	Building Permit	<b>See Page 2 for Transportation Uniform Mitigation Fees (TUMF) per Western Riverside Council of Governments (WRCOG)</b>												
<b>Drainage</b> Commercial/Industrial: Per square foot of building footprint. Citywide	Subdivision Map (or Building Permit, if no Map)	\$2,063.00	\$1,176.00		\$583.00	\$303.00	\$193.00	\$243.00	\$1,176.00	\$136.00	\$0.44	\$0.44	\$0.44	\$0.38
<b>Law Enforcement</b> Commercial/Industrial: Per square foot of total building area. Citywide, excluding Temescal Valley Temescal Valley	Building Permit	\$212.00 \$338.00	\$212.00 \$338.00		\$91.00 \$146.00	\$366.00 \$583.00	\$30.00 \$30.00	\$140.00 \$140.00	\$212.00 \$338.00	\$496.00 \$791.00	\$0.18 \$0.28	\$0.18 \$0.28	\$0.18 \$0.28	\$0.01 \$0.02
<b>Fire Protection Facilities</b> Commercial/Industrial: Per square foot of total building area. Citywide, excluding Temescal Valley Temescal Valley	Building Permit	\$352.00 \$627.00	\$349.00 \$627.00		\$466.00 \$836.00	\$466.00 \$836.00	\$1,401.00 \$1,401.00	\$4,032.00 \$4,032.00	\$349.00 \$627.00	\$314.00 \$563.00	\$0.16 \$0.29	\$0.16 \$0.29	\$0.16 \$0.29	\$0.02 \$0.03
<b>Radio Communications Facilities</b> Temescal Valley	Building Permit	\$60.00	\$60.00		\$45.00	\$95.00	\$57.00	\$57.00	\$60.00	\$109.00	\$0.069	\$0.069	\$0.069	\$0.004
<b>Library Expansion Facilities</b> Citywide	Building Permit	\$479.00	\$479.00		\$369.00	\$346.00	\$174.00	\$176.00	\$479.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Quimby Fees</b> Citywide	Subdivision Map	\$12,708.00	\$12,708.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Public Meeting Facilities</b> Citywide	Building Permit	\$311.00	\$311.00		\$218.00	\$218.00	\$101.00	\$102.00	\$193.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Aquatic Center Facilities</b> Citywide	Building Permit	\$192.00	\$192.00		\$135.00	\$135.00	\$48.00	\$48.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Parkland and Open Space</b> Commercial/Industrial: Per square foot of building footprint. Citywide	Building Permit (Credit applied if Quimby paid)	\$12,708.00	\$12,708.00		\$8,924.00	\$8,924.00	\$4,130.00	\$0.00	\$7,884.00	\$160.00	\$0.09	\$0.09	\$0.09	\$0.37
<b>Landscape Improvement Fee</b> South Corona (Per EDU)	Subdivision Map	\$1,391.00	\$1,391.00		\$1,391.00	\$1,391.00	\$1,391.00	\$1,391.00	\$1,391.00	\$1,391.00	\$1,391.00	\$1,391.00	\$1,391.00	Not Applicable
<b>Community Facilities Plan and Reimbursement</b> South Corona (Per EDU)	Building Permit	\$68.00	\$68.00		\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	Not Applicable
<b>Multi Species Habitat Conservation Plan (MSHCP) Fee <sup>5</sup></b> Citywide	Building Permit	\$3,635.00	\$3,635.00	\$3,635 x (ADU sq.ft / Primary Residence sq.ft)	\$3,635.00	\$1,515.00 (8-14 D.U./acre) \$670.00 (Over 14 D.U./acre)	\$1,515.00 (8-14 D.U./acre) \$670.00 (Over 14 D.U./acre)	\$1,515.00 (8-14 D.U./acre) \$670.00 (Over 14 D.U./acre)	\$3,635.00	\$16,358.00 (Per acre)	\$16,358.00 (Per acre)	\$16,358.00 (Per acre)	\$16,358.00 (Per acre)	\$16,358.00 (Per acre)
<b>Fire Facilities Fee</b> High Fire Risk Area	Building Permit	\$231.00 (per acre)	\$231.00 (per acre)		\$231.00 (per acre)	\$231.00 (per acre)	\$231.00 (per acre)	\$231.00 (per acre)	\$231.00 (per acre)	\$231.00 (per acre)	\$231.00 (per acre)	\$231.00 (per acre)	\$231.00 (per acre)	\$231.00 (per acre)
<b>Local Traffic Facilities for Overlook Street Improvements <sup>7</sup></b> (Nelson St, Courtney St, Duncan Wy, Howe St)	Building Permit		\$288.47 per Linear Foot of Frontage	Not an anticipated Land Use for the Overlook Area										

<sup>1</sup> Multi-Family Residential classification for City's street and signal impact fee is based upon the City's landuse designation.

<sup>2</sup> TUMF rates effective from January 1, 2022.

<sup>3</sup> Residential developments with densities greater than 8 D.U. per acre are considered Multi-Family.

<sup>4</sup> In February 2005 and April 2006, respectively, the Class "A" Office and Class "B" Office categories were created. See Ordinance No. 2815, effective 5/19/06, for adopted definition. Also available at the WRCOG website, <http://www.wrcog.cog.ca.us/199/Administration-Fees>

<sup>5</sup> MSCHP Fee increases effective as of January 1, 2022, subject to increase July 1, 2022

<sup>6</sup> Ordinance 2993, establishing fees for Senior Restricted Attached Units and Assisted Care Living Units

<sup>7</sup> Per Local Traffic Facilities Development Impact Fee Study, adopted July 1, 2020

<sup>8</sup> Accessory Dwelling Unit (ADU) as defined in CMC Chapter 17.85



## TUMF effective January 1, 2022

Fee Levels per 2016 TUMF Nexus Study as adopted June 3, 2020		
Land Use type	Units	Fee Per Unit
Single-Family Residential	DU	\$ 10,104.00
Multi-Family Residential	DU	\$ 6,580.00
Assisted Care/Senior Restricted	DU	See TUMF handbook
Industrial	SF GFA	\$ 1.86
Retail *	SF GFA	\$ 7.72
Service *	SF GFA	\$ 4.89
Class A & B Office	SF GFA	\$ 2.45

\*Effective October 1, 2018 Retail and Service uses are subject to a 3,000 square foot reduction per Building Permit for projects less than 20,000 square feet

**TUMF PAYMENTS SHALL BE MADE TO WRCOG, VISIT FEE PORTAL AT:**  
**<https://westernriversidecogca.viewpointcloud.com> TO DETERMINE FEE AMOUNTS FOR YOUR PROJECT**



## *Fire Facilities Fees*

*Ordinance No. 2077*

*October 17, 1991*

*The purpose of this fee is to finance fire facilities to serve new development in the urban/wildland interface area abutting the Cleveland National Forest. The following fee is collected to accomplish this goal.*

### *Per Acre*

*207/Fire Wildland Facilities Fee*

*\$ 231.00*



## Temescal Canyon Public Safety Facility Impact Fees

Adopted on May 20, 2009; Ordinance 2990

The fees will be effective on June 19, 2009, applicable to all development within the attached service area in the Temescal Valley area of the City.

### FIRE IMPACT FEE

<i>Single Family Detached Dwellings</i> .....	<i>\$376.20 per unit</i>
<i>Single Family Attached Dwellings</i> .....	<i>\$501.60 per unit</i>
<i>Multiple Family Dwellings</i> .....	<i>\$501.60 per unit</i>
<i>Commercial Lodging</i> .....	<i>\$337.80 per unit</i>
<i>Commercial Uses</i> .....	<i>\$0.174/square foot</i>
<i>Industrial Uses</i> .....	<i>\$0.018/square foot</i>

### POLICE IMPACT FEE

<i>Single Family Detached Dwellings</i> .....	<i>\$202.80 per unit</i>
<i>Single Family Attached Dwellings</i> .....	<i>\$87.60 per unit</i>
<i>Multiple Family Dwellings</i> .....	<i>\$349.80 per unit</i>
<i>Commercial Lodging</i> .....	<i>\$474.60 per unit</i>
<i>Commercial Uses</i> .....	<i>\$0.168/square foot</i>
<i>Industrial Uses</i> .....	<i>\$0.012/square foot</i>

**Water Meter Application Fees**  
City Ordinance Nos. 2911, 2947, 3005 and 3108

---

**Water Supply Fee**

High Density or Urban Density Residential Domestic Water Service Only  
(Effective May 4, 2012)

<u>Meter Size</u>	<u>All Zones</u>
1/2" <sup>1</sup>	\$2,512.00
5/8" <sup>1</sup>	\$3,350.00
3/4"	\$5,024.00

All Other Water Service

<u>Meter Size</u>	<u>All Zones</u>
1/2" <sup>1</sup>	\$5,024.00
5/8" <sup>1</sup>	\$6,699.00
3/4"	\$10,048.00
1"	\$15,072.00
1 1/2"	\$25,121.00
2"	\$50,241.00
3"	\$80,386.00
4"	\$150,724.00
6"	\$251,207.00

<sup>1</sup>     *1/2" and 5/8" meter sizes shall be available only for multi-family residential units per Ordinance No. 2947.*

**Sewer Capacity Fee Estimates - \$15.48 / GPD**  
City Ordinance Nos. 2911, 2947 and 3212

SFD	300 gpd/unit	Gym w/o Shower	0.25 gpd/sf
Secondary Unit	200 gpd/unit	Gym w/Shower	0.50 gpd/sf
Apartment	200 gpd/unit	Recreation Room	0.29 gpd/sf
Apartment w/Washer	240 gpd/unit	Recreation Area (outside)	0.15 gpd/sf
Washing Machine (Apt.)	250 gpd/machine		
Motel w/Kitchen	200 gpd/unit	Medical	0.31 gpd/sf
Motel w/o Kitchen	120 gpd/unit	Care Center	96 gpd/occ
Urban Density Development	160 gpd/unit	- Independent Living	1.3 occ/rm
		- Assisted Living	1.5 occ/rm
Office	0.15 gpd/sf	Church Assembly	0.50 gpd/sf
Warehouse	0.03 gpd/sf	Church Classroom	0.15 gpd/sf
Manufacturing	0.05 gpd/sf	School	15 gpd/occ
Retail (plus water closet)	0.10 gpd/sf + 200 gpd/wc	Day Care	0.43 gpd/sf
Bank	0.13 gpd/sf		
Beauty Shop	50 gpd/styling station	Park	150 gpd/acre
Nail Salon	15 gpd/seat	Fire Station	15 gpd/occ
Theater	5 gpd/seat		
		Market	0.25 gpd/sf
Gas Station	500 gpd/island	Bakery	0.30 gpd/sf
Gas Station Bay	300 gpd/bay	Donut Shop	0.30 gpd/sf
Auto Body Repair	0.08 gpd/sf	Fast Food w/o Seats	0.30 gpd/sf
Car Wash	3,000 gpd	Fast Food w/Seats	20 gpd/seat
Self-Service Car Wash	750 gpd/bay	Deli w/Seats	20 gpd/seat
Laundromat	400 gpd/machine	Restaurant	35 gpd/seat
		Bar/Coffee	15 gpd/occ

**Sewer Capacity Fee Examples:**

$$\begin{array}{rcl}
 \text{Retail: } 2,100 \text{ sf} \times 0.10 \text{ gpd/sf} & = & 210 \text{ gpd} \\
 \text{Plus Water Closets: } 2 \text{ wc} \times 400 \text{ gpd/wc} & = & \underline{800 \text{ gpd}} \\
 & & 1,010 \text{ gpd} \\
 & & \underline{\times \$15.48} \quad \underline{/ \text{gpd}} \\
 & & \$15,634.80
 \end{array}$$

$$\begin{array}{rcl}
 \text{Deli w/Seats} = 25 \text{ seats} \times 20 \text{ gpd/seat} & = & 500 \text{ gpd} \\
 & & \underline{\times \$15.48} \quad \underline{/ \text{gpd}} \\
 & & \$7,740.00
 \end{array}$$

**Sewer Capacity Fee Estimates - \$15.48 / GPD**  
City Ordinance Nos. 2911, 2947 and 3212

---

**Frontage Fee**

No frontage fee collected unless a reimbursement agreement is in effect.

**Sewer Capacity Fee for Sewer Connection**

Base Rate: \$15.48 per gallon per day

Examples:

Single Family Dwelling:	300 GPD = \$4,644.00 / dwelling
Multi-Family Dwelling:	240 GPD = \$3,715.20 / dwelling
Apartments:	200 GPD = \$3,096.00 / dwelling
Office Building:	\$232.20 / 100 sq. ft.
Warehouse:	\$46.44 / 100 sq. ft.
Manufacturing:	\$77.40 / 100 sq. ft.

**All connection fees will be determined at time of building permit.**

Revised: March 21, 2012

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Library Facilities and Collection Fee	\$ 115,813.82	\$ 68,540.80	\$ 2,560.15	\$ -	\$ -	\$ 94,128.79	\$ 81,451.95	\$ -	\$ 105,462.82	\$ 12,676.84

Purpose of Fee: A fund created to provide for the expansion of the existing library, equipment, books, and materials.

**BUDGET AND EXPENDITURES:**

Project		Annual Budget	Expenditures	Current
				Appropriation
20644610	Administrative Services.....	1,188.00	1,188.00	-
63900206	Library Materials.....	86,108.79	80,263.95	5,844.84
72590206	Library Automated Materials Handling System (AMHS).....	-	-	-
86900206	Citywide Facilities Inventory.....	4,000.00	-	4,000.00
86910206	Citywide Development Impact Fee Review.....	2,832.00	-	2,832.00
<b>Total Expenditures and Appropriations - Fund 206</b>		<b>\$ 94,128.79</b>	<b>\$ 81,451.95</b>	<b>\$ 12,676.84</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

Project		Estimated	2023	Total
		Continuing Appropriations		
20644610	Administrative Services.....	-	745.00	745.00
63900206	Library Materials.....	5,844.84	-	5,844.84
72590206	Library Automated Materials Handling System (AMHS).....	-	-	-
86900206	Citywide Facilities Inventory.....	4,000.00	-	4,000.00
86910206	Citywide Development Impact Fee Review.....	2,832.00	-	2,832.00
<b>Total Appropriations - Fund 206</b>		<b>\$ 12,676.84</b>	<b>\$ 745.00</b>	<b>\$ 13,421.84</b>

\*Adjusted to show actual available fund balance for future projects

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Fire Wild Land Facilities Fee	\$ 57,546.01	\$ 15,035.07	\$ 1,188.44	\$ -	\$ -	\$ 30,935.35	\$ 3,568.93	\$ -	\$ 70,200.59	\$ 27,366.42

Purpose of Fee: A fund created to provide for firefighting costs related to areas threatened by wild land fires.

**BUDGET AND EXPENDITURES:**

<u>Project</u>		<u>Annual Budget</u>	<u>Expenditures</u>	<u>Current Appropriation</u>
20744610	Administrative Services.....	1,215.00	1,215.00	-
62900207	Fire Equipment Acquisition.....	29,720.35	2,353.93	27,366.42
<b>Total Expenditures and Appropriations - Fund 207</b>		<b>\$ 30,935.35</b>	<b>\$ 3,568.93</b>	<b>\$ 27,366.42</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

<u>Project</u>		<u>Estimated Continuing Appropriations</u>	<u>2023</u>	<u>Total</u>
20744610	Administrative Services.....	-	416.00	416.00
62900207	Fire Equipment Acquisition.....	27,366.42	29,987.00	57,353.42
<b>Total Appropriations - Fund 207</b>		<b>\$ 27,366.42</b>	<b>\$ 30,403.00</b>	<b>\$ 57,769.42</b>

\*Adjusted to show actual available fund balance for future projects

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Temescal Canyon Law Enforcement Facilitie	\$ 64,322.53	\$ 83,342.00	\$ 6,139.69	\$ -	\$ -	\$ 14,950.00	\$ -	\$ -	\$ 153,804.22	\$ 14,950.00

Purpose of Fee: A fund created to provide for police facilities through Residential Developer Fees within the Temescal Canyon area.

**BUDGET AND EXPENDITURES:**

<u>Project</u>		<u>Annual Budget</u>	<u>Expenditures</u>	<u>Current</u>
				<u>Appropriation</u>
76020208	License Plate Reader Project.....	8,118.00	-	8,118.00
86900208	Citywide Facilities Inventory.....	4,000.00	-	4,000.00
86910208	Citywide Development Impact Fee Review.....	2,832.00	-	2,832.00
<b>Total Expenditures and Appropriations - Fund 208</b>		<b>\$ 14,950.00</b>	<b>\$ -</b>	<b>\$ 14,950.00</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

<u>Project</u>		<u>Estimated</u>	<u>2023</u>	<u>Total</u>
		<u>Continuing</u>		
		<u>Appropriations</u>		
76020208	License Plate Reader Project.....	8,118.00	-	8,118.00
86900208	Citywide Facilities Inventory.....	4,000.00	-	4,000.00
86910208	Citywide Development Impact Fee Review.....	2,832.00	-	2,832.00
<b>Total Appropriations - Fund 208</b>		<b>\$ 14,950.00</b>	<b>\$ -</b>	<b>\$ 14,950.00</b>

\*Adjusted to show actual available fund balance for future projects

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Temescal Canyon Fire Facilities Fee	\$ 67,840.20	\$ 61,206.00	\$ 5,850.13	\$ -	\$ -	\$ 66,442.44	\$ 102,318.11	\$ -	\$ 32,578.22	\$ 30,229.30

Purpose of Fee: A fund created to provide for fire facilities through Residential Developer Fees within the Temescal Canyon area.

**BUDGET AND EXPENDITURES:**

Project		Annual Budget	Expenditures	Current
				Appropriation
62900209	Fire Equipment Acquisition.....	59,610.44	36,213.14	23,397.30
86900209	Citywide Facilities Inventory.....	4,000.00	-	4,000.00
86910209	Citywide Development Impact Fee Review.....	2,832.00	-	2,832.00
Loan Repayment	Loan Repayment for Temescal Canyon Public Safety Facility.....	-	66,104.97	-
<b>Total Expenditures and Appropriations - Fund 209</b>		<b>\$ 66,442.44</b>	<b>\$ 102,318.11</b>	<b>\$ 30,229.30</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

Project		Estimated		
		Continuing	2023	Total
		Appropriations		
62900209	Fire Equipment Acquisition.....	23,397.30	195.30	23,592.60
86900209	Citywide Facilities Inventory.....	4,000.00	-	4,000.00
86910209	Citywide Development Impact Fee Review.....	2,832.00	-	2,832.00
<b>Total Appropriations - Fund 209</b>		<b>\$ 30,229.30</b>	<b>\$ 195.30</b>	<b>\$ 30,424.60</b>

\*Adjusted to show actual available fund balance for future projects

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Streets, Bridges and Signals Development Fee	\$ 12,592,319.64	\$ 1,291,216.83	\$ 235,741.07	\$ (39,065.16)	\$ -	\$ 11,586,145.84	\$ 686,992.06	\$ -	\$ 13,393,220.32	\$ 10,899,153.78

Purpose of Fee: A fund created to provide for street and bridge widenings and new signals citywide.

**BUDGET AND EXPENDITURES:**

Project		Annual Budget	Expenditures	Current Appropriation
21144610	Administrative Services.....	38,291.00	38,291.00	-
62410211	Magnolia Avenue Widening.....	1,256,321.07	-	1,256,321.07
69210211	Annual Street Pavement Rehab.....	90,000.00	9,854.22	80,145.78
69370211	Annual st pavement rehab.....	1,000,000.00	-	1,000,000.00
69500211	Cajalco / I-15 Interchange Improvements.....	135,260.29	-	135,260.29
69510211	Citywide Master Plan Street Improvements.....	1,587,748.38	-	1,587,748.38
70630211	Citywide Traffic Signals.....	2,620,663.70	-	2,620,663.70
71800211	ATMS Phase III / ATMS Master Plan Update.....	1,945,263.60	230,299.71	1,714,963.89
71840211	Traffic Signal Maintenance Facility.....	230,000.00	-	230,000.00
71990211	Household Hazardous Waste FAC.....	200,000.00	-	200,000.00
72100211	Ontario Avenue Widening.....	687,690.80	108,565.11	579,125.69
72140211	Traffic Signal Installation at Ontario Ave/State St.....	-	-	-
72650211	Household Waste Collection Facility Street Improvements.....	-	-	-
76200211	Citywide ADA Curb Ramp Improvements.....	350,000.00	-	350,000.00
76210211	Traffic Signal ADA Enhancements.....	75,000.00	-	75,000.00
76220211	Foothill Parkway Interconnect Signal System Optimization.....	200,000.00	179,242.97	20,757.03
76230211	Traffic Monitoring CCTV System Repairs and Upgrades.....	100,000.00	92,103.05	7,896.95
76240211	In-Pavement Illumination Crosswalk.....	150,000.00	-	150,000.00
77010211	Traffic Signal at Masters Drive and California Ave.....	800,000.00	28,636.00	771,364.00
80020211	South Corona Master Planned Streets.....	100,000.00	-	100,000.00
86040211	Foothill Parkway Westerly Extention.....	-	-	-
86900211	Citywide Facilities Inventory.....	9,900.00	-	9,900.00
86910211	Citywide Development Impact Fee Review.....	10,007.00	-	10,007.00
<b>Total Expenditures and Appropriations - Fund 211</b>		<b>\$ 11,586,145.84</b>	<b>\$ 686,992.06</b>	<b>\$ 10,899,153.78</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

<b><u>Project</u></b>	<b><u>Estimated Continuing Appropriations</u></b>	<b><u>2023</u></b>	<b><u>Total</u></b>
21144610 Administrative Services.....	-	30,181.00	30,181.00
62410211 Magnolia Avenue Widening.....	1,256,321.07	153,000.00	1,409,321.07
69210211 Annual Street Pavement Rehab.....	80,145.78	9,854.22	90,000.00
69370211 Annual st pavement rehab.....	1,000,000.00		1,000,000.00
69500211 Cajalco / I-15 Interchange Improvements.....	135,260.29		135,260.29
69510211 Citywide Master Plan Street Improvements.....	1,587,748.38		1,587,748.38
70630211 Citywide Traffic Signals.....	2,620,663.70		2,620,663.70
71800211 ATMS Phase III / ATMS Master Plan Update.....	1,714,963.89	800,000.00	2,514,963.89
71840211 Traffic Signal Maintenance Facility.....	230,000.00		230,000.00
71990211 Household Hazardous Waste FAC.....	200,000.00		200,000.00
72100211 Ontario Avenue Widening.....	579,125.69	-	579,125.69
72140211 Traffic Signal Installation at Ontario Ave/State St.....	-	75,000.00	75,000.00
72650211 Household Waste Collection Facility Street Improvements.....	-	200,000.00	200,000.00
76200211 Citywide ADA Curb Ramp Improvements.....	350,000.00		350,000.00
76210211 Traffic Signal ADA Enhancements.....	75,000.00	50,000.00	125,000.00
76220211 Foothill Parkway Interconnect Signal System Optimization.....	20,757.03		20,757.03
76230211 Traffic Monitoring CCTV System Repairs and Upgrades.....	7,896.95	100,000.00	107,896.95
76240211 In-Pavement Illumination Crosswalk.....	150,000.00	150,000.00	300,000.00
77010211 Traffic Signal at Masters Drive and California Ave.....	771,364.00	100,000.00	871,364.00
80020211 South Corona Master Planned Streets.....	100,000.00		100,000.00
86040211 Foothill Parkway Westerly Extention.....	-	-	-
86900211 Citywide Facilities Inventory.....	9,900.00		9,900.00
86910211 Citywide Development Impact Fee Review.....	10,007.00		10,007.00
<b>Total Appropriations - Fund 211</b>	<b>\$ 10,899,153.78</b>	<b>\$ 1,484,854.22</b>	<b>\$ 11,127,686.93</b>

\*Adjusted to show actual available fund balance for future projects

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Storm Drainage Development Fee	\$ 3,061,460.06	\$ 377,760.14	\$ 66,607.69	\$ -	\$ -	\$ 2,284,027.36	\$ 18,156.28	\$ -	\$ 3,487,671.61	\$ 2,265,871.08

Purpose of Fee: A fund created to provide for the construction of new flood and storm drain lines and channels citywide.

**BUDGET AND EXPENDITURES:**

<u>Project</u>		<u>Annual Budget</u>	<u>Expenditures</u>	<u>Current Appropriation</u>
21244610	Administrative Services.....	3,536.00	3,536.00	-
62910212	Corona Storm Drain Line 52.....	14,028.64	-	14,028.64
62920212	East Grand Blvd Storm Drain.....	561,180.70	-	561,180.70
69370212	Mckinley/Santa Fe Grade .....	1,000,000.00	-	1,000,000.00
73860212	Infra SR-91 Corridor.....	363,000.00	-	363,000.00
86050212	Chase Drive Improvements - Phase III.....	90,906.00	-	90,906.00
86900212	Citywide Facilities Inventory.....	47,297.00	-	47,297.00
86910212	Citywide Development Impact Fee Review.....	5,382.00	-	5,382.00
86920212	Reimbursement Agreement Payments - Drainage.....	198,697.02	14,620.28	184,076.74
	<b>Total Expenditures and Appropriations - Fund 212</b>	<b>\$ 2,284,027.36</b>	<b>\$ 18,156.28</b>	<b>\$ 2,265,871.08</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

<u>Project</u>		<u>Estimated Continuing Appropriations</u>	<u>2023</u>	<u>Total</u>
21244610	Administrative Services.....	-	17,104.00	17,104.00
62910212	Corona Storm Drain Line 52.....	14,028.64	-	14,028.64
62920212	East Grand Blvd Storm Drain.....	561,180.70	-	561,180.70
68330212	Overlook Street Improvement.....	-	30,000.00	30,000.00
69370212	Mckinley/Santa Fe Grade .....	1,000,000.00	-	1,000,000.00
73860212	Infra SR-91 Corridor.....	363,000.00	-	363,000.00
73870212	West Rincon St Improvement.....	-	505,249.00	505,249.00
77390212	Drainage Master Plan Update.....	-	250,000.00	250,000.00
86050212	Chase Drive Improvements - Phase III.....	90,906.00	-	90,906.00
86900212	Citywide Facilities Inventory.....	47,297.00	-	47,297.00
86910212	Citywide Development Impact Fee Review.....	5,382.00	-	5,382.00
86920212	Reimbursement Agreement Payments - Drainage.....	184,076.74	-	184,076.74
	<b>Total Appropriations - Fund 212</b>	<b>\$ 2,265,871.08</b>	<b>\$ 802,353.00</b>	<b>\$ 3,068,224.08</b>

\*Adjusted to show actual available fund balance for future projects

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Law Enforcement Development Fee	\$ 126,034.89	\$ 41,939.27	\$ 1,820.51	\$ -	\$ -	\$ 133,602.83	\$ 17,777.65	\$ -	\$ 152,017.02	\$ 115,825.18

Purpose of Fee: A fund created to provide for police station expansion and acquisition of additional equipment and vehicles.

**BUDGET AND EXPENDITURES:**

Project		Annual Budget	Expenditures	Current
				Appropriation
21344610	Administrative Services.....	651.00	651.00	-
69120213	City Unified Camera Project.....	1,288.50	-	1,288.50
70110213	PSEC Radio Interoperability.....	21,300.39	16,844.61	4,455.78
86450213	Police Equipment Acquisition.....	103,530.94	282.04	103,248.90
86900213	Citywide Facilities Inventory.....	4,000.00	-	4,000.00
86910213	Citywide Development Impact Fee Review.....	2,832.00	-	2,832.00
<b>Total Expenditures and Appropriations - Fund 213</b>		<b>\$ 133,602.83</b>	<b>\$ 17,777.65</b>	<b>\$ 115,825.18</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

Project		Estimated	2023	Total
		Continuing Appropriations		
21344610	Administrative Services.....	-	2,585.00	2,585.00
69120213	City Unified Camera Project.....	1,288.50	-	1,288.50
70110213	PSEC Radio Interoperability.....	4,455.78	-	4,455.78
86450213	Police Equipment Acquisition.....	103,248.90	-	103,248.90
86900213	Citywide Facilities Inventory.....	4,000.00	-	4,000.00
86910213	Citywide Development Impact Fee Review.....	2,832.00	-	2,832.00
<b>Total Appropriations - Fund 213</b>		<b>\$ 115,825.18</b>	<b>\$ 2,585.00</b>	<b>\$ 118,410.18</b>

\*Adjusted to show actual available fund balance for future projects

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Fire Protection Development Fee	\$ 613,264.92	\$ 69,929.60	\$ 9,546.25	\$ -	\$ -	\$ 532,217.61	\$ 119,250.78	\$ -	\$ 573,489.99	\$ 412,966.83

Purpose of Fee: A fund created to provide for existing station expansions, numerous pumpers and a new fire station.

**BUDGET AND EXPENDITURES:**

<u>Project</u>		<u>Annual Budget</u>	<u>Expenditures</u>	<u>Current Appropriation</u>
21444610	Administrative Services.....	5,970.00	5,970.00	-
62900214	Fire Equipment Acquisition.....	199,461.21	112,039.04	87,422.17
64110214	Fire Facilities Expansion/Planning.....	-	-	-
71660214	Fire Station Alerting Systems.....	319,998.77	1,241.74	318,757.03
86900214	Citywide Facilities Inventory.....	3,955.63	-	3,955.63
86910214	Citywide Development Impact Fee Review.....	2,832.00	-	2,832.00
	<b>Total Expenditures and Appropriations - Fund 214</b>	<b>\$ 532,217.61</b>	<b>\$ 119,250.78</b>	<b>\$ 412,966.83</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

<u>Project</u>		<u>Estimated Continuing Appropriations</u>	<u>2023</u>	<u>Total</u>
21444610	Administrative Services.....	-	2,885.00	2,885.00
62900214	Fire Equipment Acquisition.....	87,422.17	98,795.00	186,217.17
71660214	Fire Station Alerting Systems.....	318,757.03	18,200.00	336,957.03
86900214	Citywide Facilities Inventory.....	3,955.63	-	3,955.63
86910214	Citywide Development Impact Fee Review.....	2,832.00	-	2,832.00
	<b>Total Appropriations - Fund 214</b>	<b>\$ 412,966.83</b>	<b>\$ 119,880.00</b>	<b>\$ 532,846.83</b>

\*Adjusted to show actual available fund balance for future projects

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Adjusted * Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Community Meeting Development Fee	\$ 49,450.48	\$ 44,500.55	\$ 2,854.90	\$ -	\$ -	\$ 26,551.95	\$ 12,534.05	\$ -	\$ 84,271.88	\$ 14,017.90

Purpose of Fee: A fund created to provide for the construction of additional community centers for classes, meetings, and general public use.

**BUDGET AND EXPENDITURES:**

<u>Project</u>		<u>Annual Budget</u>	<u>Expenditures</u>	<u>Current</u>
				<u>Appropriation</u>
21544610	Administrative Services.....	658.00	658.00	-
71640215	Vicentia Activity Center.....	17,235.52	11,876.05	5,359.47
73840215	Parks Facilities and Amenities Inventory.....	1,826.43	-	1,826.43
86900215	Citywide Facilities Inventory.....	4,000.00	-	4,000.00
86910215	Citywide Development Impact Fee Review.....	2,832.00	-	2,832.00
<b>Total Expenditures and Appropriations - Fund 215</b>		<b>\$ 26,551.95</b>	<b>\$ 12,534.05</b>	<b>\$ 14,017.90</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

<u>Project</u>		<u>Estimated</u>	<u>2023</u>	<u>Total</u>
		<u>Continuing</u> <u>Appropriations</u>		
21544610	Administrative Services.....	-	377.00	377.00
71640215	Vicentia Activity Center.....	5,359.47	-	5,359.47
73840215	Parks Facilities and Amenities Inventory.....	1,826.43	-	1,826.43
86900215	Citywide Facilities Inventory.....	4,000.00	-	4,000.00
86910215	Citywide Development Impact Fee Review.....	2,832.00	-	2,832.00
<b>Total Appropriations - Fund 215</b>		<b>\$ 14,017.90</b>	<b>\$ 377.00</b>	<b>\$ 14,394.90</b>

\*Adjusted to show actual available fund balance for future projects

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Adjusted * Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Aquatic Center Development Fee	\$ 280,063.41	\$ 27,473.11	\$ 5,992.95	\$ -	\$ -	\$ 107,555.68	\$ 593.00	\$ -	\$ 312,936.47	\$ 106,962.68

Purpose of Fee: A fund created to provide for additional pool space and changing quarters citywide.

593

**BUDGET AND EXPENDITURES:**

Project		Annual Budget	Expenditures	Current
				Appropriation
21644610	Administrative Services.....	593.00	593.00	-
69630216	Aquatic Improvements.....	100,235.68	-	100,235.68
86900216	Citywide Facilities Inventory.....	5,645.00	-	5,645.00
86910216	Citywide Development Impact Fee Review.....	1,082.00	-	1,082.00
<b>Total Expenditures and Appropriations - Fund 216</b>		<b>\$ 107,555.68</b>	<b>\$ 593.00</b>	<b>\$ 106,962.68</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

Project		Estimated	2023	Total
		Continuing Appropriations		
21644610	Administrative Services.....	-	295.00	295.00
69630216	Aquatic Improvements.....	100,235.68	-	100,235.68
86900216	Citywide Facilities Inventory.....	5,645.00	-	5,645.00
86910216	Citywide Development Impact Fee Review.....	1,082.00	100,000.00	101,082.00
<b>Total Appropriations - Fund 216</b>		<b>\$ 106,962.68</b>	<b>\$ 100,295.00</b>	<b>\$ 207,257.68</b>

\*Adjusted to show actual available fund balance for future projects

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Adjusted * Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Parkland Acquisition and Development Fee	\$ 3,992,266.17	\$ 117,163.24	\$ 85,738.67	\$ -		\$ 4,006,644.14	\$ 171,808.30	\$ -	\$ 4,023,359.78	\$ 3,834,835.84

Purpose of Fee: A fund created to provide for the development of new parks, recreation areas, and open space citywide.

\$ 171,808.30

**BUDGET AND EXPENDITURES:**

Project		Annual Budget	Expenditures	Current
				Appropriation
21744610	Administrative Services.....	1,881.00	1,881.00	-
71720217	Griffin Park Enhancements.....	135,461.56	130,870.30	4,591.26
72600217	Auburndale Amenities Improvements.....	630,640.00	-	630,640.00
73800217	Mountain Gate Park Improvements.....	30,533.13	15,064.00	15,469.13
73840217	Parks Facilities and Amenities Inventory.....	2,357,128.45	-	2,357,128.45
73851217	Lincoln Park ADA Improvements.....	-	-	-
76410217	Butterfield Park - Design West Parking Lot.....	36,000.00	-	36,000.00
76420217	Mountain Gate Park Shade Structure for Ballfield Plaza.....	160,000.00	7,080.24	152,919.76
76450217	Parks Master Plan.....	100,000.00	9,733.14	90,266.86
77130217	Skyline Trail.....	55,000.00	7,105.70	47,894.30
77200217	Shade Install Park Playground.....	500,000.00	73.92	499,926.08
79020217	Parks Improvements.....	-	-	-
<b>Total Expenditures and Appropriations - Fund 217</b>		<b>\$ 4,006,644.14</b>	<b>\$ 171,808.30</b>	<b>\$ 3,834,835.84</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

Project		Estimated Continuing Appropriations	2023	Total
21744610	Administrative Services.....	-	9,091.00	9,091.00
71720217	Griffin Park Enhancements.....	4,591.26	-	4,591.26
72600217	Auburndale Amenities Improvements.....	630,640.00	-	630,640.00
73800217	Mountain Gate Park Improvements.....	15,469.13	-	15,469.13
73840217	Parks Facilities and Amenities Inventory.....	2,357,128.45	(150,000.00)	2,207,128.45
73851217	Lincoln Park ADA Improvements.....	-	-	-
76410217	Butterfield Park - Design West Parking Lot.....	36,000.00	-	36,000.00
76420217	Mountain Gate Park Shade Structure for Ballfield Plaza.....	152,919.76	150,000.00	302,919.76
76450217	Parks Master Plan.....	90,266.86	-	90,266.86
77130217	Skyline Trail.....	47,894.30	-	47,894.30
79020217	Parks Improvements.....	-	-	-
<b>Total Appropriations - Fund 217</b>		<b>\$ 3,334,909.76</b>	<b>\$ 9,091.00</b>	<b>\$ 3,344,000.76</b>

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Adjusted * Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Thoroughfares Facilities Fee	\$ 44,956.64	\$ -	\$ 723.45	\$ -	\$ -	\$ 794.00	\$ 794.00	\$ -	\$ 44,886.09	\$ -

Purpose of Fee: A fund created to provide for master planned street improvements in South Corona.

**BUDGET AND EXPENDITURES:**

<u>Project</u>		<u>Annual Budget</u>	<u>Expenditures</u>	<u>Current Appropriation</u>
26144610	Administrative Services.....	359.00	359.00	-
86040261	Foothill Parkway Westerly Extension.....	435.00	435.00	-
	<b>Total Expenditures and Appropriations - Fund 261</b>	<b>\$ 794.00</b>	<b>\$ 794.00</b>	<b>\$ -</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

<u>Project</u>		<u>Estimated Continuing Appropriations</u>	<u>2023</u>	<u>Total</u>
26144610	Administrative Services.....	-	111.00	111.00
86040261	Foothill Parkway Westerly Extension.....	-	-	-
	<b>Total Appropriations - Fund 261</b>	<b>\$ -</b>	<b>\$ 111.00</b>	<b>\$ 111.00</b>

\*Adjusted to show actual available fund balance for future projects

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Adjusted * Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Landscaping Facilities Fee	\$ 1,137,184.59	\$ 54,454.11	\$ 19,395.65	\$ -	\$ -	\$ 798,749.00	\$ 213.00	\$ -	\$ 1,210,821.35	\$ 798,536.00

Purpose of Fee: A fund created to provide for master planned landscape improvements in South Corona.

213

**BUDGET AND EXPENDITURES:**

<u>Project</u>		<u>Annual Budget</u>	<u>Expenditures</u>	<u>Current Appropriation</u>
27444610	Administrative Services.....	213.00	213.00	-
80080274	South Corona Master Planned Landscape.....	796,166.00	-	796,166.00
86900274	Citywide Facilities Inventory.....	2,370.00	-	2,370.00
	<b>Total Expenditures and Appropriations - Fund 274</b>	<b>\$ 798,749.00</b>	<b>\$ 213.00</b>	<b>\$ 798,536.00</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

<u>Project</u>		<u>Estimated Continuing Appropriations</u>	<u>2023</u>	<u>Total</u>
27444610	Administrative Services.....	-	424.00	424.00
80080274	South Corona Master Planned Landscape.....	796,166.00	-	796,166.00
86900274	Citywide Facilities Inventory.....	2,370.00	-	2,370.00
	<b>Total Appropriations - Fund 274</b>	<b>\$ 798,536.00</b>	<b>\$ 424.00</b>	<b>\$ 798,960.00</b>

\*Adjusted to show actual available fund balance for future projects

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Sewer Development Fee	\$ 8,790,342.70	\$ 1,846,859.37	\$ 135,234.77	\$ -	\$ -	\$ 3,617,461.66	\$ 2,321,022.25	\$ -	\$ 8,451,414.59	\$ 1,293,214.51

Purpose of Fee: A fund created to provide for sewer connection services as well as a capital reserve for the purpose of constructing needed sewer facilities citywide.

**BUDGET AND EXPENDITURES:**

Project		Annual Budget	Expenditures	Current
				Appropriation
44015902	JPA-Western Riverside County Regional Wastewater Authority - SRF Loan.....	1,903,189.00	1,903,189.00	-
44044100	Debt Service Payment for 2013 Wastewater Revenue Bonds.....	387,562.00	384,337.10	- *
44044610	Administrative Services.....	6,520.00	6,520.00	-
76330440	Capacity Fee Study.....	50,000.00	-	50,000.00
76640440	James St Sewer Extension.....	175,000.00	5,910.11	169,089.89
77080440	Galloway Sewer Extension.....	95,190.66	4,741.87	90,448.79
77170440	Rudell RD Sewer Extension PR.....	1,000,000.00	16,324.17	983,675.83
<b>Total Expenditures and Appropriations - Fund 440</b>		<b>\$ 3,617,461.66</b>	<b>\$ 2,321,022.25</b>	<b>\$ 1,293,214.51</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

Project		Estimated	2023	Total
		Continuing Appropriations		
44015902	JPA-Western Riverside County Regional Wastewater Authority - SRF Loan.....	-	1,903,189.00	1,903,189.00
44044100	Debt Service Payment for 2013 Wastewater Revenue Bonds.....	-	387,144.00	387,144.00
44044610	Administrative Services.....	-	7,538.00	7,538.00
68710440	SDO Lift Station/Pipelines.....	-	360,000.00	-
76330440	Capacity Fee Study.....	50,000.00	-	50,000.00
76640440	James St Sewer Extension.....	169,089.89	-	169,089.89
77080440	Galloway Sewer Extension.....	90,448.79	-	90,448.79
77170440	Rudell RD Sewer Extension PR.....	983,675.83	-	983,675.83
<b>Total Appropriations - Fund 440</b>		<b>\$ 1,293,214.51</b>	<b>\$ 2,657,871.00</b>	<b>\$ 3,591,085.51</b>

\*Operational budget appropriation of \$3,098.93 will not be carried over to Fiscal Year 2022

City of Corona  
AB1600 Development Impact Fees Annual Report  
Capital Improvement Projects Funded by Developer Fees  
Fiscal Year Ended June 30, 2022

Fee Type and Use	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenues	Transfers In	Current Fiscal Year Budget	Expenditures	Transfers Out	Ending Fund Balance	FYE 2022 Appropriation Balance
Water Development Fee	\$ 1,981,916.54	\$ 2,759,188.13	\$ 51,832.30	\$ 89,414.80	\$ -	\$ 4,672,127.49	\$ 3,387,443.33	\$ -	\$ 1,494,908.44	1,170,323.06

Purpose of Fee: A fund created to provide for existing water facilities improvements and to construct new water facilities citywide.

2296391.58

**BUDGET AND EXPENDITURES:**

Project		Annual Budget	Expenditures	Current
				Appropriation
50744100	Debt Service Payment for 2012 Water Revenue Bonds.....	1,228,679.55	1,114,318.45	- *
50744100	Interfund Loan Payment 507/570.....	2,057,343.10	2,057,343.10	-
50744610	Administrative Services / Warehouse.....	8,138.00	8,138.00	-
68520507	Keith Water Storage Tank.....	1,243,305.34	206,978.67	1,036,326.67
69770507	1380 - Zone Water Storage Tank.....	84,661.50	665.11	83,996.39
76330507	Capacity fee Study.....	50,000.00		50,000.00
<b>Total Expenditures and Appropriations - Fund 507</b>		<b>\$ 4,672,127.49</b>	<b>\$ 3,387,443.33</b>	<b>\$ 1,170,323.06</b>

**COMMITMENTS FOR FUTURE PROJECTS:**

Project		Estimated	2023	Total
		Continuing Appropriations		
50744100	Debt Service Payment for 2012 Water Revenue Bonds.....	-	1,117,547.25	1,117,547.25
50744100	Interfund Loan Payment 507/570.....	-	369,007.00	369,007.00
50744610	Administrative Services.....	-	9,541.00	9,541.00
68520507	Keith Water Storage Tank.....	1,036,326.67	-	1,036,326.67
69770507	1380 - Zone Water Storage Tank.....	83,996.39	2,000,000.00	2,083,996.39
76330507	Capacity Fee Study.....	-	50,000.00	50,000.00
<b>Total Appropriations - Fund 507</b>		<b>\$ 1,120,323.06</b>	<b>\$ 3,546,095.25</b>	<b>\$ 4,666,418.31</b>

\*Operational budget appropriation of \$230,268.17 will not be carried over to Fiscal Year 2022

# CITY OF CORONA



FISCAL YEAR ENDING

JUNE 30, 2022

SENATE BILL 165

ANNUAL REPORT ON VOTER APPROVED DEBT SECTION 53411



SPICER CONSULTING  
GROUP

# Table of Contents

---

## Sections

1.	Introduction of Bond Accountability Act (Senate Bill 165)	1
2.	Community Facilities District No. 2000-1 (Eagle Glen II)	2
3.	Community Facilities District No. 2001-2 (Creste Verde Hills and Vista Grande)	3
4.	Community Facilities District No. 2002-1 (Dos Lagos)	4
5.	Community Facilities District No. 2002-1 IA 1 (Dos Lagos)	5
6.	Community Facilities District No. 2002-4 (Corona Crossings)	7
7.	Community Facilities District No. 2003-2 (Highlands Collection)	8
8.	Community Facilities District No. 2004-1 (Buchanan Street)	9
9.	Community Facilities District No. 2016-2 (Terrassa)	10
10.	Community Facilities District No. 2017-2 (Valencia/Seville)	11
11.	Community Facilities District No. 2018-1 IA 1 (Bedford)	12
12.	Community Facilities District No. 2018-2 (Sierra Bella)	14

## Bond Accountability Act (Senate Bill 165)

Senate Bill 165 (SB 165) shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local special tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, requires that the proceeds of the special tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001 in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The Annual report shall contain all of the following:

- (a) The amount of funds collected and expended.
- (b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

## Community Facilities District No. 2000-1 (Eagle Glen II) 2020 Special Tax Refunding Bond

### Location

Community Facilities District No. 2000-1 (the "CFD No. 2000-1") is generally located in the Bedford Canyon area, southeasterly of the downtown area of the City, westerly of the Route 15/Cajalco Road freeway interchange and approximately 5 miles south of the interchange between State Route 91 and the Interstate 15 Freeway.

### Authorized Facilities and Bonds

CFD No. 2000-1 was formed to finance major public improvements which include roadway, drainage, park, water and sewer improvements. On January 15, 2020 the 2020 Special Tax Refunding Bond refunded the 2002 Series A and 2003 Series B Special Tax Bonds.

### Funds Collected and Expended

The table below shows the amount of special taxes collected in Fiscal Year 2022 for the principal, interest and administrative expenses in the Calendar Year 2022.

Description	Amount
FY 2022 Revenues	
Special Taxes Levied	\$423,772
Less: Delinquency as of 6/30/2022	\$1,005
<b>Total Special Taxes Collected</b>	<b>\$422,767</b>
2022 Expenditures	
Bond Interest – 3/1/2022	\$40,980
Bond Interest – 9/1/2022	\$40,980
Bond Principal – 9/1/2022	\$305,000
Administrative Expenses <sup>(1)</sup>	\$28,000
<b>Total Expenditures</b>	<b>\$414,960</b>
<b>Ending Special Tax Fund Balance</b>	<b>\$7,807</b>

<sup>(1)</sup> Amount allocated to Administrative Expenses and may not have been expended in its entirety.

### Project Status

The requirements of the Act apply to the Improvement/Construction Funds of CFD No. 2000-1. All improvements funded by the prior bond series are complete. There were no Improvement/Construction Funds associated with the refunding of the bonds in CFD No. 2000-1. The amounts levied pay the administrative expenses, debt service (principal and interest), and remaining facilities eligible to be financed for CFD No. 2000-1.

District	Series	Initial Deposit Amount to Improvement Fund	June 30, 2022 Balance	Project Status
CFD No. 2000-1	N/A	N/A	N/A	Complete

## Community Facilities District No. 2001-2 Improvement Area 1 and 2 (Cresta Verde Hills and Vista Grande) 2020 Special Tax Refunding Bond

### Location

Community Facilities District No. 2001-2 (the "CFD No. 2001-2") is located in the northeasterly and southerly portion of the City. CFD No. 2001-2 consists of two non-contiguous Improvement Areas. Improvement Area No. 1, known as "Cresta Verde Hills", consists of approximately 55 gross acres. It is located approximately 1-mile northeast of the interchange between State Route 91 and the Interstate 15 Freeway. Improvement Area No. 2, known as "Vista Grande", consists of approximately 12.5 gross acres. It is located approximately 3 miles south of the interchange between State Route 91 and the Interstate 15 Freeway.

### Authorized Facilities and Bonds

CFD No. 2001-2 was formed to finance the costs of certain improvements which include water and sewer system improvements, street improvements and traffic signals, storm drainage improvements, park and recreation improvements, public safety improvements, landscape and appurtenant improvements, library improvements, and the acquisition of parkland and open space. On January 15, 2020 the 2020 Special Tax Refunding Bond refunded the 2002 Series A Special Tax Bonds.

### Funds Collected and Expended

The table below shows the amount of special taxes collected in Fiscal Year 2022 for the principal, interest and administrative expenses in the Calendar Year 2022.

Description	Amount
FY 2022 Revenues	
Special Taxes Levied	\$230,916
Less: Delinquency as of 6/30/2022	\$1,588
<b>Total Special Taxes Collected</b>	<b>\$229,328</b>
2022 Expenditures	
Bond Interest – 3/1/2022	\$21,777
Bond Interest – 9/1/2022	\$21,777
Bond Principal – 9/1/2022	\$145,000
Administrative Expenses <sup>(1)</sup>	\$40,000
<b>Total Expenditures</b>	<b>\$228,554</b>
<b>Ending Special Tax Fund Balance</b>	<b>\$774</b>

<sup>(1)</sup> Amount allocated to Administrative Expenses and may not have been expended in its entirety.

### Project Status

The requirements of the Act apply to the Improvement/Construction Funds of CFD No. 2001-2. All improvements funded by the prior bond series are complete. There were no Improvement/Construction Funds associated with the refunding of the bonds in CFD No. 2001-2. The amounts levied pay the administrative expenses, debt service (principal and interest), and remaining facilities eligible to be financed for CFD No. 2001-2.

District	Series	Initial Deposit Amount to Improvement Fund	June 30, 2022 Balance	Project Status
CFD No. 2001-2	N/A	N/A	N/A	Complete

## Community Facilities District No. 2002-1 (Dos Lagos) 2017 Special Tax Refunding Bonds

### Location

Community Facilities District No. 2002-1 (the "CFD No. 2002-1") is located in the southeastern portion of the City on both sides of Temescal Canyon Road between Cajalco Road and Weirick Road and east of Interstate 15.

### Authorized Facilities and Bonds

CFD No. 2002-1 was formed for the purpose of constructing and acquiring certain public improvements needed to meet increased demand upon the City of Corona as a result of development within the boundaries of CFD No. 2002-1. The public facilities financed by CFD No. 2002-1 include water, reclaimed water and sewer system master plan improvements, drainage and flood control master plan improvements, Temescal Canyon Road and Weirick Road improvements, qualified undergrounding of utilities, master plan signals, public improvements within Westside Area (Tract 32538), and I-15 at Weirick Road northbound and southbound ramps. On January 26, 2017 the 2017 Special Tax Refunding Bonds refunded the 2005 Series A Special Tax Bonds.

### Funds Collected and Expended

The table below shows the amount of special taxes collected in Fiscal Year 2022 for the principal, interest and administrative expenses in the Calendar Year 2022.

Description	Amount
FY 2022 Revenues	
Special Taxes Levied	\$1,175,145
Transfer from Surplus Funds	\$37,984
Less: Delinquency as of 6/30/2022	\$31,479
<b>Total Special Taxes Collected</b>	<b>\$1,181,650</b>
2022 Expenditures	
Bond Interest – 3/1/2022	\$250,825
Bond Interest – 9/1/2022	\$250,825
Bond Principal – 9/1/2022	\$650,000
Administrative Expenses <sup>(1)</sup>	\$30,000
<b>Total Expenditures</b>	<b>\$1,181,650</b>
<b>Ending Special Tax Fund Balance</b>	<b>\$0</b>

<sup>(1)</sup> Amount allocated to Administrative Expenses and may not have been expended in its entirety.

### Project Status

The requirements of the Act apply to the Improvement/Construction Funds of CFD No. 2002-1. All improvements funded by the prior bond series are complete. There were no Improvement/Construction Funds associated with the refunding of the bonds in CFD No. 2002-1. The amounts levied pay the administrative expenses, debt service (principal and interest), and remaining facilities eligible to be financed for CFD No. 2002-1.

District	Series	Initial Deposit Amount to Improvement Fund	June 30, 2022 Balance	Project Status
CFD No. 2002-1	N/A	N/A	N/A	Complete

## Community Facilities District 2002-1 IA 1 (Dos Lagos) 2017 Special Tax Refunding Bonds

### Location

Community Facilities District No. 2002-1 Improvement Area 1 (the “CFD No. 2002-1 IA 1”) is located in the southeastern portion of the City on both sides of Temescal Canyon Road between Cajalco Road and Weirick Road and east of Interstate 15. CFD No. 2002-1 IA 1 consists approximately of 98 gross acres and comprises planning Areas 1, 2, 3 (portion only), 4, 5, and 6.

### Authorized Facilities and Bonds

CFD No. 2002-1 IA 1 was formed for the purpose of constructing and acquiring certain public improvements needed to meet increased demand upon the City of Corona as a result of development within the boundaries of CFD No. 2002-1 IA 1. The public facilities financed by CFD No. 2002-1 IA 1 include water, reclaimed water and sewer system master plan improvements, drainage and flood control master plan improvements, Temescal Canyon Road and Weirick Road improvements, qualified undergrounding of utilities, master plan signals, landscaping and irrigation of street improvements, public improvements within Westside Area (Tract 32538), I-15 at Weirick Road northbound and southbound ramps, and Bedford wash bridge and channel. On January 26, 2017 the 2017 Special Tax Refunding Bonds refunded the 2007 Special Tax Bonds.

### Funds Collected and Expended

The table below shows the amount of special taxes collected in Fiscal Year 2022 for the principal, interest and administrative expenses in the Calendar Year 2022.

Description	Amount
FY 2022 Revenues	
Special Taxes Levied	\$535,061
Transfer from Surplus Funds	\$1,345
Less: Delinquency as of 6/30/2022	\$0
<b>Total Special Taxes Collected</b>	<b>\$536,406</b>
2022 Expenditures	
Bond Interest – 3/1/2022	\$115,703
Bond Interest – 9/1/2022	\$115,703
Bond Principal – 9/1/2022	\$285,000
Administrative Expenses <sup>(1)</sup>	\$20,000
<b>Total Expenditures</b>	<b>\$536,406</b>
<b>Ending Special Tax Fund Balance</b>	<b>\$0</b>

<sup>(1)</sup> Amount allocated to Administrative Expenses and may not have been expended in its entirety.

*Project Status*

The requirements of the Act apply to the Improvement/Construction Funds of CFD No. 2002-1 IA 1. All improvements funded by the prior bond series are complete. There were no Improvement/Construction Funds associated with the refunding of the bonds in CFD No. 2002-1 IA 1. The amounts levied pay the administrative expenses, debt service (principal and interest), and remaining facilities eligible to be financed for CFD No. 2002-1 IA 1.

District	Series	Initial Deposit Amount to Improvement Fund	June 30, 2022 Balance	Project Status
CFD No. 2002-1 IA 1	N/A	N/A	N/A	Complete

## Community Facilities District No. 2002-4 (Corona Crossings) 2017 Special Tax Refunding Bonds

### Location

Community Facilities District No. 2002-4 (the "CFD No. 2002-4") is located in the southeastern portion of the City at the northwest corner of Cajalco Road and Temescal Canyon Road, east of Interstate 15.

### Authorized Facilities and Bonds

CFD No. 2002-4 was formed for the purpose of constructing and acquiring certain public facilities within or serving CFD No. 2002-4 including road improvements, storm drain improvements, water system capacity improvements, and sewer system capacity improvements. CFD No. 2002-4 currently has one series of bonds: the Special Tax Refunding Bonds, Series 2017, which refunded the 2004 Special Tax Bonds.

### Funds Collected and Expended

The table below shows the amount of special taxes collected in Fiscal Year 2022 for the principal, interest and administrative expenses in the Calendar Year 2022.

Description	Amount
FY 2022 Revenues	
Special Taxes Levied	\$598,325
Transfer from Surplus Funds	\$3,325
Less: Delinquency as of 6/30/2022	\$0
<b>Total Special Taxes Collected</b>	<b>\$601,650</b>
2022 Expenditures	
Bond Interest – 3/1/2022	\$124,825
Bond Interest – 9/1/2022	\$124,825
Bond Principal – 9/1/2022	\$330,000
Administrative Expenses <sup>(1)</sup>	\$22,000
<b>Total Expenditures</b>	<b>\$601,650</b>
<b>Ending Special Tax Fund Balance</b>	<b>\$0</b>

<sup>(1)</sup> Amount allocated to Administrative Expenses and may not have been expended in its entirety.

### Project Status

The requirements of the Act apply to the Improvement/Construction Funds of CFD No. 2002-4. All improvements funded by the prior bond series is complete. There were no Improvement/Construction Funds associated with the refunding of the bonds in CFD No. 2002-4. The amounts levied pay the administrative expenses, debt service (principal and interest), and remaining facilities eligible to be financed for CFD No. 2002-4.

District	Series	Initial Deposit Amount to Improvement Fund	June 30, 2022 Balance	Project Status
CFD No. 2002-4	N/A	N/A	N/A	Complete

## Community Facilities District No. 2003-2 (Highlands Collection) 2020 Special Tax Refunding Bond

### Location

Community Facilities District No. 2003-2 (the "CFD No. 2003-2") is comprised of the Highlands Collection and is located in the southern portion of the City. CFD No. 2003-2 consists of five residential neighborhoods: Citrus Highlands is located south of Ontario Avenue, east of Taylor Avenue and west of Main Street; Fieldstone Collection-Magnolia Street is located south of Magnolia Avenue and east of Garretson Avenue; Fieldstone Collection-Main Street is located south of Ontario Avenue and west of Main Street; Fieldstone Collection-Lincoln Avenue is located east of Lincoln Avenue and south of Highgrove Street; and Montara is located at the northwest corner of Lincoln and Ontario Avenue.

### Authorized Facilities and Bonds

CFD No. 2003-2 was formed to finance the cost of constructing and acquiring certain public facilities within CFD No. 2003-2 including street and signal improvements, storm drain improvements, water and sewer improvements, landscape improvements, park and open space improvements, and other public facilities. On January 15, 2020 the 2020 Special Tax Refunding Bond refunded the 2005 Special Tax Bonds and the 2006 Special Tax Bonds.

### Funds Collected and Expended

The table below shows the amount of special taxes collected in Fiscal Year 2022 for the principal, interest and administrative expenses in the Calendar Year 2022.

Description	Amount
FY 2022 Revenues	
Special Taxes Levied	\$449,540
Less: Delinquency as of 6/30/2022	\$1,423
<b>Total Special Taxes Collected</b>	<b>\$448,117</b>
2022 Expenditures	
Bond Interest – 3/1/2022	\$55,180
Bond Interest – 9/1/2022	\$55,180
Bond Principal – 9/1/2022	\$305,000
Administrative Expenses <sup>(1)</sup>	\$25,000
<b>Total Expenditures</b>	<b>\$440,360</b>
<b>Ending Special Tax Fund Balance</b>	<b>\$7,757</b>

<sup>(1)</sup> Amount allocated to Administrative Expenses and may not have been expended in its entirety.

### Project Status

The requirements of the Act apply to the Improvement/Construction Funds of CFD No. 2003-2. All improvements funded by the prior bond series is complete. There were no Improvement/Construction Funds associated with the refunding of the bonds in CFD No. 2003-2. The amounts levied pay the administrative expenses, debt service (principal and interest), and remaining facilities eligible to be financed for CFD No. 2003-2.

District	Series	Initial Deposit Amount to Improvement Fund	June 30, 2022 Balance	Project Status
CFD No. 2003-2	N/A	N/A	N/A	Complete

## Community Facilities District No. 2004-1 (Buchanan Street) 2020 Special Tax Refunding Bond

### Location

The boundaries of Community Facilities District No. 2004-1 (the "CFD No. 2004-1") comprises of 27 developable acres located in the northeastern portion of the City adjacent to the City of Riverside.

### Authorized Facilities and Bonds

CFD No. 2004-1 was formed to finance the costs of constructing and acquiring certain public facilities within CFD No. 2004-1 including street improvements, storm drain improvements, water and sewer improvements, Quimby fee, street and signal fee, sewer, drainage and water fees, and park and recreation fee. On January 15, 2020 the 2020 Special Tax Refunding Bond refund the 2006 Special Tax Bonds.

### Funds Collected and Expended

The table below shows the amount of special taxes collected in Fiscal Year 2022 for the principal, interest and administrative expenses in the Calendar Year 2022.

Description	Amount
FY 2022 Revenues	
Special Taxes Levied	\$202,455
Less: Delinquency as of 6/30/2022	\$0
<b>Total Special Taxes Collected</b>	<b>\$202,455</b>
2022 Expenditures	
Bond Interest – 3/1/2022	\$27,720
Bond Interest – 9/1/2022	\$27,720
Bond Principal – 9/1/2022	\$125,000
Administrative Expenses <sup>(1)</sup>	\$20,000
<b>Total Expenditures</b>	<b>\$200,440</b>
<b>Ending Special Tax Fund Balance</b>	<b>\$2,015</b>

<sup>(1)</sup> Amount allocated to Administrative Expenses and may not have been expended in its entirety.

### Project Status

The requirements of the Act apply to the Improvement/Construction Funds of CFD No. 2004-1. All improvements funded by the prior bond series are complete. There were no Improvement/Construction Funds associated with the refunding of the bonds in CFD No. 2004-1. The amounts levied pay the administrative expenses, debt service (principal and interest), and remaining facilities eligible to be financed for CFD No. 2004-1.

District	Series	Initial Deposit Amount to Improvement Fund	June 30, 2022 Balance	Project Status
CFD No. 2004-1	N/A	N/A	N/A	Complete

## Community Facilities District No. 2016-2 (Terrassa)

### 2018 Special Tax Bonds

#### Location

The boundaries of Community Facilities District No. 2016-2 (the "CFD No. 2016-2") is located in the southwestern portion of the City, on the north side of Foothill Parkway and is bound by State Street to the west and Marquez Way to the east.

#### Authorized Facilities and Bonds

CFD No. 2016-2 was formed to finance the costs of constructing and acquiring certain public facilities within CFD No. 2016-2 including street and road facilities, street lights and traffic signals, law enforcement and fire protection facilities, library and park facilities, public meeting facilities, aquatic center facilities, radio communication facilities and sewer facilities, as well as to pay for incidental expenses related to planning, design and completion of such facilities. CFD No. 2016-2 has one series of bonds, the 2018 Special Tax Bonds.

#### Funds Collected and Expended

The table below shows the amount of special taxes collected in Fiscal Year 2022 for the principal, interest and administrative expenses in the Calendar Year 2022.

Description	Amount
FY 2022 Revenues	
Special Taxes Levied	\$357,221
Less: Delinquency as of 6/30/2022	\$2,596
<b>Total Special Taxes Collected</b>	<b>\$354,625</b>
2022 Expenditures	
Bond Interest – 3/1/2022	\$100,716
Bond Interest – 9/1/2022	\$100,716
Bond Principal – 9/1/2022	\$120,000
Administrative Expenses <sup>(1)</sup>	\$25,000
<b>Total Expenditures</b>	<b>\$346,432</b>
<b>Ending Special Tax Fund Balance</b>	<b>\$8,193</b>

<sup>(1)</sup> Amount allocated to Administrative Expenses and may not have been expended in its entirety.

#### Project Status

The requirements of the Act apply to the Improvement Fund of CFD No. 2016-2. The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the June 30, 2022 Improvement Fund balance, and the project status. The amounts levied pay the administrative expenses, debt service (principal and interest), and remaining facilities eligible to be financed for CFD No. 2016-2.

District	Series	Initial Deposit Amount to Improvement Fund	June 30, 2022 Balance	Project Status
CFD No. 2016-2	2018	\$4,975,894.49	\$0.00	Complete

## Community Facilities District No. 2017-2 (Valencia/Seville) 2018 Special Tax Bonds

### Location

The boundaries of Community Facilities District No. 2017-2 (the "CFD No. 2017-2") is located in the south-central portion of the City, on the northeast corner of the intersection of Santana Way and Kellogg Avenue, south of State Route 91 and west of Interstate 15. CFD No. 2017-2 is included within Tract Map No. 37057 and is planned for 92 single family detached homes at buildout.

### Authorized Facilities and Bonds

CFD No. 2017-2 was formed to finance facilities consisting of certain public facilities and improvements, to be owned, operated and maintained by the City for park improvements, street and traffic signal improvements and other public facilities of the City, Corona-Norco Unified School District for the payment of certain fees to the School District, and all appurtenances and appurtenant work in connection with the foregoing facilities. CFD No. 2017-2 has one series of bonds, the 2018 Special Tax Bonds.

### Funds Collected and Expended

The table below shows the amount of special taxes collected in Fiscal Year 2022 for the principal, interest and administrative expenses in the Calendar Year 2022.

Description	Amount
FY 2022 Revenues	
Special Taxes Levied	\$276,850
Less: Delinquency as of 6/30/2022	\$0
<b>Total Special Taxes Collected</b>	<b>\$276,850</b>
2022 Expenditures	
Bond Interest – 3/1/2022	\$77,084
Bond Interest – 9/1/2022	\$77,084
Bond Principal – 9/1/2022	\$70,000
Administrative Expenses <sup>(1)</sup>	\$30,000
<b>Total Expenditures</b>	<b>\$254,168</b>
<b>Ending Special Tax Fund Balance</b>	<b>\$22,682</b>

<sup>(1)</sup> Amount allocated to Administrative Expenses and may not have been expended in its entirety.

### Project Status

The requirements of the Act apply to the Improvement Fund of CFD No. 2017-2. The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the June 30, 2022 Improvement Fund balance, and the project status. The amounts levied pay the administrative expenses, debt service (principal and interest), and remaining facilities eligible to be financed for CFD No. 2017-2.

District	Series	Initial Deposit Amount to Improvement Fund	June 30, 2022 Balance <sup>(2)</sup>	Project Status
CFD No. 2017-2	2018	\$3,213,492.82	\$0.00	Complete

<sup>(2)</sup> Balance includes added interest.

Community Facilities District No. 2018-1 IA 1 (Bedford)  
 2018 Special Tax Bonds, Series A  
 2020 Special Tax Bonds

*Location*

The boundaries of Community Facilities District No. 2018-1 Improvement Area 1 (the "CFD No. 2018-1 IA 1") is located west of Interstate 15 freeway and south of Eagle Glen Parkway in the southeastern portion of the City. CFD 2018-1 IA 1 consists of approximately 54 gross acres and consists of the first phase of a new master-planned community known as "Bedford". Five Improvement Areas were designated and planned at build out.

*Authorized Facilities and Bonds*

CFD No. 2018-1 IA 1 was formed to finance the types of facilities that consist of the construction, purchase, modification, expansion and/or improvement of certain roadways and roadway improvements, tunnels, regional hiking and biking trails, storm drain facilities, flood control facilities, water and wastewater facilities (including, without limitation, domestic and recycled water facilities, water tank facilities, wells, reservoirs, pipelines, waterlines, storm and sewer drains and related infrastructure and improvements), wet and dry utilities, bridges and pedestrian bridges, parks, street lights, traffic signals, aquatic center facilities and equipment, fire protection facilities and equipment, law enforcement facilities and equipment, library facilities and equipment, public meeting facilities and equipment, radio communication facilities and equipment, sewer facilities and equipment and related infrastructure improvements, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing including utility line relocations and electric, gas and cable utilities. CFD No. 2018-1 IA 1 has two series of bonds, the 2018 Series A Special Tax Bonds and the 2020 Special Tax Bonds.

*Funds Collected and Expended*

The table below shows the amount of special taxes collected in Fiscal Year 2022 for the principal, interest and administrative expenses in the Calendar Year 2022.

Description	Amount
FY 2022 Revenues	
Special Taxes Levied	\$1,099,449
Less: Delinquency as of 6/30/2022	\$7,210
<b>Total Special Taxes Collected</b>	<b>\$1,092,239</b>
2022 Expenditures <sup>(1)</sup>	
Bond Interest – 3/1/2022	\$425,225
Bond Interest – 9/1/2022	\$425,225
Bond Principal – 9/1/2022	\$85,000
Administrative Expenses <sup>(2)</sup>	\$50,000
<b>Total Expenditures</b>	<b>\$985,450</b>
<b>Ending Special Tax Fund Balance</b>	<b>\$106,789</b>

<sup>(1)</sup> Amount allocated to Administrative Expenses and may not have been expended in its entirety.

*Project Status*

The requirements of the Act apply to the Improvement Fund of CFD No. 2018-1 IA 1. The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the June 30, 2022 Improvement Fund balance, and the project status. The amounts levied pay the administrative expenses, debt service (principal and interest), and remaining facilities eligible to be financed for CFD No. 2018-1 IA 1.

District	Series	Initial Deposit Amount to Improvement Fund	June 30, 2022 Balance	Project Status
CFD No. 2018-1 IA 1	2018 Series A	\$8,332,079.33	\$0.00	Complete
CFD No. 2018-1 IA 1	2020 Series	\$9,781,924.12	\$0.00	Complete

## Community Facilities District No. 2018-2 (Sierra Bella) 2022 Special Tax Bonds, Series A

### Location

The boundaries of Community Facilities District No. 2018-2 (the "CFD No. 2018-2") is currently comprised of approximately 319 gross acres. The proposed development includes 237 single family detached homes, included in two district project lines known as Sonata and Adagio. CFD No. 2018-2 is generally located south of Green River Road, beyond Calle Del Oro and west of Paseo Grande.

### Authorized Facilities and Bonds

CFD No. 2018-2 was formed to finance the costs of constructing and acquiring certain public facilities. The Authorized Facilities financed are: streets and road facilities, including street lights and traffic signals; law enforcement and fire protection facilities; library and park facilities; open space, public meeting facilities, aquatic center facilities; water facilities, and sewer facilities. CFD No. 2018-2 has one series of bonds, the 2022 Special Tax Bonds, Series A.

### Funds Collected and Expended

The table below shows the amount of special taxes collected in Fiscal Year 2022 for the principal, interest and administrative expenses in the Calendar Year 2022.

Description	Amount
FY 2022 Revenues	
Special Taxes Levied	\$504,896
Less: Delinquency as of 6/30/2022	\$4,762
<b>Total Special Taxes Collected</b>	<b>\$500,134</b>
2022 Expenditures	
Bond Interest – 3/1/2022	\$0
Bond Interest – 9/1/2022	\$98,745
Bond Principal – 9/1/2022	\$0
Administrative Expenses <sup>(1)</sup>	\$30,000
<b>Total Expenditures</b>	<b>\$128,745</b>
<b>Ending Special Tax Fund Balance</b>	<b>\$371,389</b>

<sup>(1)</sup> Amount allocated to Administrative Expenses and may not have been expended in its entirety.

### Project Status

The requirements of the Act apply to the Improvement Fund of CFD No. 2018-2. The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the June 30, 2022 Improvement Fund balance, and the project status. The amounts levied pay the administrative expenses, debt service (principal and interest), and remaining facilities eligible to be financed for CFD No. 2018-2.

District	Series	Initial Deposit Amount to Improvement Fund	June 30, 2022 Balance <sup>(2)</sup>	Project Status
CFD No. 2018-2	2022A	\$13,939,655.44	\$13,939,655.44	Ongoing

<sup>(2)</sup> Balance includes interest.



SPIKER CONSULTING  
GROUP

# City of Corona

Corona, California

## **Independent Accountants' Report on Applying Agreed-Upon Procedures to Appropriations Limit Schedule**

*For the Year Ending June 30, 2022*

**INDEPENDENT ACCOUNTANTS' REPORT ON  
APPLYING AGREED-UPON PROCEDURES**

To the Honorable Mayor, City Council and Citizens  
of the City of Corona  
Corona, California

We have performed the procedures enumerated below on the appropriation limit of the City of Corona, California (the "City") for the year ending June 30, 2022. The City's management is responsible for the Appropriations Limit Schedule.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose in meeting the requirements of Section 1.5 of Article XIII-B of the California Constitution, which was agreed to by the City and the League of California Cities (as presented in the publication entitled *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution*). This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

1. We obtained the completed worksheets used by the City to calculate its appropriations limit for the year ending June 30, 2022, and verified that the limit and annual calculation factors were adopted by resolution of the City Council. We also verified that the population and inflation options were selected by a recorded vote of the City Council.

*Finding:* No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit Schedule, we added the prior year's limit to the total adjustments, and agreed the resulting amount to the current year's limit.

*Finding:* No exceptions were noted as a result of our procedures.

3. We verified the current year information presented in the accompanying Appropriations Limit Schedule to corresponding information in worksheets used by the City.

*Finding:* No exceptions were noted as a result of our procedures.

4. We verified the appropriations limit presented in the accompanying Appropriations Limit Schedule to the appropriations limit adopted by the City Council.

*Finding:* No exceptions were noted as a result of our procedures.

To the Honorable Mayor and the Members of City Council  
of the City of Corona  
Corona, California  
Page 2

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accompanying Appropriations Limit Schedule. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City Council and the management of the City and is not intended to be and should not be used by anyone other than these specified parties.

*The PwC Group, LLP*

Santa Ana, California  
November 27, 2021

**City of Corona**  
**Appropriations Limit Schedule**  
**For the Year Ending June 30, 2022**

---

	<u>Amount</u>	<u>Source</u>
A. Appropriations Limit FY 2020-2021	\$ 584,713,760	Prior year appropriations limit adopted by the City
B. Calculation Factors:		
1) Population increase %	1.0067	California Department of Finance
2) Inflation increase %	<u>1.0573</u>	California Department of Finance
3) Total adjustment %	1.0644	(B1 x B2)
C. Annual Adjustment Increase	37,657,944	{(B3-1) x A}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Assumed responsibility (+)	-	N/A
E. Total Adjustments	<u>37,657,944</u>	(C + D)
F. Appropriations Limit FY 2021-2022	<u><u>\$ 622,371,704</u></u>	(A + E)

**City of Corona**  
**Notes to the Appropriations Limit Schedule**  
**For the Year Ending June 30, 2022**

---

**Note 1 – Purpose of Limited Procedures Review**

Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), California governmental agencies are restricted as to the amount of annual appropriations from proceeds of taxes. Effective for years beginning on or after July 1, 1990, under Section 1.5 of Article XIII B, the annual calculation of the appropriations limit is subject to an agreed upon procedures review in connection with the annual audit.

**Note 2 – Method of Calculation**

Under Section 10.5 of Article XIII B, for fiscal years beginning on or after July 1990, the appropriations limit is required to be calculated based on the limit for the fiscal year 1986-87, adjusted for the inflation and population factors discussed in Notes 3 and 4 below.

**Note 3 – Population Factors**

A California governmental agency may use as its population factor either the annual percentage change of the jurisdiction's own population or the annual percentage change in population of the county where the jurisdiction is located. The factor adopted by the City for the year ending June 30, 2022, represents the annual percentage change in population for the City.

**Note 4 – Inflation Factors**

A California governmental agency may use as its inflation factor either the annual percentage change in the 4<sup>th</sup> quarter per capita personal income (which percentage is supplied by the California Department of Finance) or the percentage change in the local assessment roll from the preceding year due to the change of local nonresidential construction. The factor adopted by the City for the year ending June 30, 2022, represents the annual percentage change for per capita personal income.

**Note 5 – Other Adjustments**

A California government agency may be required to adjust its appropriations limit when certain events occur, such as the transfer of responsibility for municipal services to, or from, another government agency or private entity. The City had no such adjustments for the year ending June 30, 2022.

# **City of Corona**

Corona, California

## **Independent Accountants' Report on Applying Agreed-Upon Procedures to Investments**

*June 30, 2022*



**INDEPENDENT ACCOUNTANTS' REPORT  
ON APPLYING AGREED-UPON PROCEDURES**

To the Honorable Mayor, City Council and Citizens  
of the City of Corona  
Corona, California

We have performed the procedures enumerated below on the investments of the City of Corona, California (the "City") as of June 30, 2022. The City's management is responsible for the investments.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose, which is assisting the City in evaluating the City's investment processes, activities and degree of compliance with the State of California (the "State") regulations and the City's investment policy as of June 30, 2022. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

1. We obtained the City's Monthly Investment Portfolio Report (the "Report") as of June 30, 2022, agreed individual investments/deposits to supporting documentation obtained from the City, and reconciled such to the Report. We traced total investments listed on the Report to the City's general ledger.

*Finding:* No exceptions were noted as a result of our procedures.

2. We compared the investments listed in the Report as of June 30, 2022 to the types of investments authorized for the year by the City's investment policy and California Government Code Section 53601.

*Finding:* No exceptions were noted as a result of our procedures.

3. We compared the market value of the investments listed in the Report as of June 30, 2022 to investment statements and other supporting documentation.

*Finding:* No exceptions were noted as a result of our procedures.

4. We inspected the Report to ascertain if it contained the information/data required by California Government Code Section 53646 and met the timing requirements of Government Code Section 53646 as follows:

- a. Included the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held by the City.
- b. Included those funds under management of contracted parties (fiscal agents, trustee, deferred compensation, plan administrators, etc.)
- c. Included market value (and source) as of the date of the Report for all securities held by the City or under management of any outside party.
- d. Stated compliance of the portfolio to the investment policy of the City.
- e. Included a statement addressing the ability of the City to meet the pool's expenditures requirements for the next six months.

*Finding:* No exceptions were noted as a result of our procedures.

5. We compared the investments listed in the Report as of June 30, 2022, to the prohibited investments listed in the California Government Code Section 53601.6.

*Finding:* No exceptions were noted as a result of our procedures.

6. We calculated the totals (cost basis) for the investment types listed in the Report as of June 30, 2022 and compared those totals to the limitations imposed by the City's investment policy and California Government Code Section 53601 for specified investment types.

*Finding:* No exceptions were noted as a result of our procedures.

7. We agreed individual investment maturity dates listed in the Report as of June 30, 2022, to the City's copies of investment statements to determine if they conform to the maturity requirements of the City's investment policy and California Government Code Section 53601.

*Finding:* No exceptions were noted as a result of our procedures.

8. We obtained and inspected the third-party custodial agreements and broker/dealer agreements in effect at the date of the Report to identify if the agreements contained a clause addressing delivery of securities and that the delivery method conformed to California Government Code Section 53601.

*Finding:* No exceptions were noted as a result of our procedures.

9. We agreed individual investment maturity dates listed in the Report as of June 30, 2022, to the City's copies of investment statements to identify if they conform to the maturity requirements of the City's investment policy and California Government Code Section 53601.

*Finding:* No exceptions were noted as a result of our procedures.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the investments. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of City Council and management of the City and is not intended to be and should not be used by anyone other than those specified parties.

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California  
November 21, 2022

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

**Independent Auditors' Report**

To the Honorable Mayor, City Council, and Citizens  
of the City of Corona  
Corona, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (“*Government Auditing Standards*”), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Corona, California (the “City”), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements, and have issued our report thereon dated November 29, 2022.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City’s internal control over financial reporting (“internal control”) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City’s financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "The Per Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California  
November 29, 2022

# **Corona Housing Authority**

Corona, California

## **Housing Successor Compliance and Independent Auditors' Report**

*For the Year Ended June 30, 2022*

# Corona Housing Authority

## Table of Contents

---

	<u>Page</u>
<b>Independent Auditors' Report:</b>	
<b>Report on Compliance for the Housing Successor; Report on Internal Control         Over Compliance; and Report on the Schedule of Excess Surplus .....</b>	1
<b>Schedule of Excess Surplus.....</b>	5

**REPORT ON COMPLIANCE FOR THE HOUSING SUCCESSOR; REPORT ON INTERNAL CONTROL  
OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXCESS SURPLUS****Independent Auditors' Report**

To the Honorable Mayor, City Council and Citizens  
of the City of Corona  
Corona, California

**Report on Compliance for the Housing Successor*****Opinion on Compliance for the Housing Successor***

We have audited Corona Housing Authority, a component unit of the City of Corona, California (the "City"), as the Housing Successor to the former Redevelopment Agency of the City of Corona's (the "Housing Successor") compliance with the type of compliance requirements described in the California Health and Safety Code sections applicable to the Housing Successor for the year ended June 30, 2022.

In our opinion, the Housing Successor complied, in all material respects, with the compliance requirements referred to above that are applicable to Housing Successor for the year ended June 30, 2022.

***Basis for Opinion***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America ("GAAS"); the standards applicable to financial audits contained in *Government Auditing Standards* ("Government Auditing Standards") issued by the Comptroller General of the United States; and California Health and Safety Code sections applicable to the Housing Successor (the "Health and Safety Codes"). Our responsibilities under those standards and the Health and Safety Codes are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Housing Successor and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Housing Successor's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Housing Successor's government programs.

### ***Auditors' Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Housing Successor's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Health and Safety Codes will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Housing Successor's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Health and Safety Codes, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Housing Successor's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the Housing Successor's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Health and Safety Codes, but not for the purpose of expressing an opinion on the effectiveness of the Housing Successor's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control Over Compliance**

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. *A material weakness* in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the “Auditor's Responsibilities for the Audit of Compliance” section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

To the Honorable Mayor, City Council and Citizens  
of the City of Corona  
Corona, California  
Page 3

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the Health and Safety Codes. Accordingly, this report is not suitable for any other purpose.

### **Report on the Schedule of Excess Surplus**

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Corona as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated November 29, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying the Schedule of Excess Surplus is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Excess Surplus is fairly stated in all material respects in relation to the basic financial statements as a whole.

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California  
November 29, 2022

*This page intentionally left blank.*

**Corona Housing Authority**  
**Schedule of Excess Surplus**  
**For the Year Ended June 30, 2022**

---

	Low and Moderate Housing Funds All project Area July 1, 2021	
Opening Fund Balance	\$ 29,945,467	
Less: Land held for resale	(1,998,648)	
Long term receivables	<u>(17,277,219)</u>	
Available Housing Successor Funds	10,669,600	
Limitation (greater of \$1,000,000 or four years deposits)		
Aggregate amount deposited for last four years:		
2020-2021	632,172	
2019-2020	919,410	
2018-2019	378,540	
2017-2018	<u>2,209,511</u>	
<b>Total</b>	<u><u>\$ 4,139,633</u></u>	
Greater amount		<u>4,139,633</u>
<b>Computed Excess Surplus</b>		<u><u>\$ 6,529,967</u></u>



November 29, 2022

To the Honorable Mayor, City Council and Citizens  
of the City of Corona  
Corona, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Corona, California (the “City”) for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 12, 2022. Professional standards also require that we communicate the following information related to our audit.

### **Significant Audit Matters**

#### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the basic financial statements. As described in Note 1 to the financial statements, the City implemented the GASB 87 – *Leases*. No other new accounting policies were adopted and the application of existing policies was not changed during 2022. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City’s financial statements were:

- Management’s estimate of the investment fair market value is based on information provided by Bank of New York Mellon, the custodian of the investments based on interactive data. We evaluated the key factors and assumptions used to develop the investment fair market value in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management’s estimate of the depreciation on capital assets is based on the industry standard and past experience on actual useful life of the asset groups. We evaluated the key factors and assumptions used to develop the depreciation on capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the net pension liabilities is based on the actuarial valuation on total pension liability and based on audited financial statements on fiduciary net position for CalPERS plans. We evaluated the key factors and assumptions used to develop the net pension liability in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the net other postemployment benefits ("OPEB") liability is based on the actuarial valuation on total OPEB liability and financial statements on fiduciary net position. We evaluated the key factors and assumptions used to develop the OPEB liability in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- Note 1 – Summary of Significant Accounting Policies
- Note 2 – Stewardship, Compliance and Accountability
- Note 13 – Pension Plan
- Note 14 – Other Postemployment Benefits ("OPEB")
- Note 16 – Commitments and Contingencies

The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

#### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated November 29, 2022.

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

**Other Matters**

We applied certain limited procedures to the Management’s Discussion & Analysis, Budgetary Comparison Schedules, Modified Approach for City Streets Infrastructure Capital Assets, the Schedule of Changes in Net Pension Liability and Related Ratios, the Schedule of the City’s Proportionate Share of the Net Pension Liability and Related Ratios, the Schedules of Contributions – Pensions, the Schedules of Changes in Net OPEB Liability and Related Ratios, and Schedules of Contributions – Other Postemployment Benefits, which are Required Supplementary Information (“RSI”) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the Combining and Individual Fund Financial Statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introductory and the Statistical Sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

**Restriction on Use**

This information is intended solely for the information and use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California

# City of Corona

## AU-C 260 Communication With Those Charge With Governance

For the Year Ended June 30, 2022

December 7, 2022

# CONTENTS

- Scope of Work
- Required Communications (AU-C 260)
- Overview of Financial Statements
- Key Pension and OPEB Information
- Audit Results
- Thank You!

# SCOPE OF WORK

# SCOPE OF WORK

- City's Financial Statement Audit
- Housing Successor Compliance Audit
- Trip Reduction Special Revenue Fund Financial statements and Compliance Audit
- Agreed-upon Procedures on Investments
- Agreed-upon Procedures on Appropriation Limit Schedules
- Report on Internal Control over Financial Reporting and on Compliance in accordance with *Government Auditing Standards* ("GAS")

# OUR RESPONSIBILITY IN ACCORDANCE WITH PROFESSIONAL STANDARDS

- Form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America
- Plan and perform the audit to obtain “reasonable” assurance (not “absolute” assurance) about whether the financial statements are free of material misstatements
- Considered internal control over financial reporting. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control
- Concluded there are no conditions or events that raise substantial doubt about the City’s ability to continue as a going concern.
- Communicate with those charged with governance

# Required Communications (AU-C 260)

# Required Communications (AU-C 260)

- **Ethics and Independence**
  - Complied with ALL relevant ethical requirements regarding independence
- **Significant Accounting Policies**
  - The City of Corona disclosed all significant accounting policies in Note 1 to the financial statements.
  - Implementation of GASB 87 - Leases
- **Significant Estimates**
  - Investment Fair Value
  - Depreciation on Capital Assets
  - Net Pension Liability
  - Net OPEB Liability

# Required Communications (AU-C 260)

- **Sensitive Disclosures**
  - Note 1 – Summary of Significant Accounting Policies
  - Note 2 – Stewardship, Compliance and Accountability
  - Note 13 – Pension Plan
  - Note 14 – Other Postemployment Benefits (“OPEB”)
  - Note 16 – Commitments and Contingencies
- **Misstatements**
  - There were no uncorrected misstatements reported

# Required Communications (AU-C 260)

- **Consultation with Other Accountants**
  - Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and other matters.
- **Significant Difficulties**
  - We encountered no significant difficulties in dealing with management.
- **Disagreement with Management**
  - We did not have any disagreement with management in terms of accounting treatments nor audit procedures performed.

# OVERVIEW OF THE FINANCIAL STATEMENTS

# City of Corona

## Government-Wide Summary

### As of June 30, 2022

	Governmental Activities	Business-type Activities	Total
<b>Net Position:</b>			
Net investment in capital assets	\$ 774,605,000	\$ 365,081,000	\$ 1,139,686,000
Restricted	149,368,000	1,621,000	150,989,000
Unrestricted	52,931,000	(66,553,000)	(13,622,000)
<b>Total Net Position</b>	<b>\$ 976,904,000</b>	<b>\$ 300,149,000</b>	<b>\$ 1,277,053,000</b>

# City of Corona

## Government-Wide Summary (Continued)

### For the Year Ended June 30, 2022

	Governmental Activities	Business-type Activities	Total
Expenses	\$ 178,822,000	\$ 114,263,000	\$ 293,085,000
Program Revenues	91,463,000	124,181,000	215,644,000
<b>Net Cost of Services</b>	<b>(87,359,000)</b>	<b>9,918,000</b>	<b>(77,441,000)</b>
General Revenues	163,978,000	(3,487,000)	160,491,000
Transfers	110,000	\$ (110,000)	\$ -
<b>Changes in Net Position</b>	<b>\$ 76,729,000</b>	<b>\$ 6,321,000</b>	<b>\$ 83,050,000</b>
Tax revenue	\$ 157,875,000		
<b>Cost of Service to Tax Revenue</b>	<b>55%</b>		

# City of Corona General Fund Summary Balance Sheet As of June 30, 2022 and 2021

	<u>2022</u>	<u>2021*</u>	<u>Changes</u>
<b>Fund Balance:</b>			
Nonspendable	\$ 187,584,000	\$ 192,433,000	\$ (4,849,000)
Restricted	30,103,000	-	30,103,000
Committed	48,121,000	42,940,000	5,181,000
Assigned	55,140,000	60,053,000	(4,913,000)
Unassigned	<u>222,000</u>	<u>-</u>	<u>222,000</u>
<b>Total Fund Balance</b>	<u><u>\$ 321,170,000</u></u>	<u><u>\$ 295,426,000</u></u>	<u><u>\$ 25,744,000</u></u>

\* As restated

# City of Corona

## General Fund Summary

### Statement of Revenues, Expenditures, and Changes in Fund Balance

#### For the Year Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>	<u>Changes</u>
Revenues	\$ 191,622,000	\$ 148,705,000	42,917,000
Less: Expenditures	<u>390,754,000</u>	<u>154,124,000</u>	<u>(236,630,000)</u>
Revenues Over (Under) Expenditures	(199,132,000)	(5,419,000)	(193,713,000)
Other Financing Sources	<u>224,876,000</u>	<u>993,000</u>	<u>223,883,000</u>
<b>Net Change in Fund Balance</b>	<u><u>\$ 25,744,000</u></u>	<u><u>\$ (4,426,000)</u></u>	<u><u>\$ 30,170,000</u></u>

# City of Corona

## Detailed Pension Plans

### Measurement Date June 30, 2021 and 2020

	2021				2020
	Miscellaneous Plan	Safety Police Plan	Safety Fire Plan	Total	
Total Pension Liability	\$ 391,955,000	\$ 299,198,000	\$ 196,177,000	\$ 887,330,000	\$ 854,289,000
Fiduciary Net Position	320,671,000	239,372,000	163,260,000	723,303,000	593,122,000
<b>Net Pension Liability</b>	<b>\$ 71,284,000</b>	<b>\$ 59,826,000</b>	<b>\$ 32,917,000</b>	<b>\$ 164,027,000</b>	<b>\$ 261,167,000</b>
Funding Ratio	81.81%	80.00%	83.22%	81.51%	69.43%
Contribution Made	\$ 126,732,000	\$ 103,659,698	\$ 60,685,514	\$ 291,077,212	\$ 33,919,657

# City of Corona

## Other Postemployment Benefits (“OPEB”)

### Measurement Date June 30, 2021 and 2020

	2021	2020
Plan Total OPEB Liability	\$ 153,409,000	\$ 144,145,000
Plan Fiduciary Net Position	68,232,000	51,771,000
<b>Net OPEB Liability</b>	<b>\$ 85,177,000</b>	<b>\$ 92,374,000</b>
Funding Ratio	44.48%	35.92%
Contribution Made	\$ 10,745,000	\$ 10,490,000

# AUDIT RESULTS

# Audit Results

- **Financial Statements**
  - Unmodified opinion
    - Financial Statements are fairly presented in all material respects
    - Significant accounting policies have been consistently applied
    - Estimates are reasonable
    - Disclosures are properly reflected in the financial statements
- **AU-C 265, *Communicating Internal Control Related Matters Identified in an Audit***
  - None Reported



# Thank You



## HQ - ORANGE COUNTY

200 E. Sandpointe Avenue  
Suite 600  
Santa Ana, CA 92707

## SAN DIEGO

4365 Executive Drive  
Suite 710  
San Diego, CA 92121

## BAY AREA

2121 North California Blvd.  
Suite 290  
Walnut Creek, CA 94596

## LAS VEGAS

1050 Indigo Drive  
Suite 110  
Las Vegas, NV 89145

## PHOENIX

4742 North 24th Street  
Suite 300  
Phoenix, AZ 85016



Staff Report

---

**File #:** 22-0964

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** City Manager's Office

**SUBJECT:**

The City of Eastvale, California, is requesting a Letter of Support from the City of Corona to support their independent zip code campaign.

**EXECUTIVE SUMMARY:**

This staff report asks City Council to approve a letter of support for the City of Eastvale, California. The City of Eastvale is requesting support for its independent zip code campaign. The lack of a separate zip code for Eastvale has led to mail delivery issues impacting legal notices, code enforcement activities, and public outreach efforts.

**RECOMMENDED ACTION:**

**That the City Council** approve a Letter of Support for the City of Eastvale's independent zip code campaign.

**BACKGROUND & HISTORY:**

In November 2022, the City was contacted by the City of Eastvale (Eastvale) to discuss their independent zip code campaign (Campaign). At that time, Eastvale requested a letter of support from the City. Staff determined that the Campaign did not fit within the City's adopted legislative platform and is presenting a proposed letter to the City Council for consideration.

**ANALYSIS:**

Eastvale staff indicates that the lack of an independent zip code for Eastvale has led to mail delivery issues, impacting legal notices, code enforcement activities, and public outreach efforts. Additionally, having an improperly associated address with another jurisdiction could lead to a higher car payment and insurance rates for Eastvale residents.

The lack of an independent zip code can cause confusion with voter registration and elections, impact Eastvale's efforts to build a community identity, and interfere with emergency response activities. Currently, Eastvale shares a zipcode with parts of Corona (92880) and the City of Jurupa

Valley (91752).

An independent zip code for Eastvale should not affect City of Corona residents.

**FINANCIAL IMPACT:**

This proposed item does not have a fiscal 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 commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is approving a letter of support. There is no possibility that this action 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:** JACOB ELLIS, CITY MANAGER

**Attachments:**

1. EXHIBIT 1 - Draft Letter of Support - City of Eastvale's Independent Zip Code Campaign



OFFICE OF: Mayor

Phone: 951-736-2371  
Fax: 951-736-2493

400 S. Vicentia Ave. P.O. Box 940, Corona, California 92878-0940  
City Hall Online All The Time – <http://www.coronaca.gov>

December 7, 2022

The Honorable Clint Lorimore  
Mayor  
City of Eastvale  
12363 Limonite Avenue, Suite 910  
Eastvale, CA 91752

Dear Mayor Lorimore,

On behalf of the City of Corona, I express our support for the City of Eastvale to have its own independent zip code. We acknowledge that the City of Eastvale currently shares Zip Code 91752 and Zip Code 92880 with neighboring jurisdictions. However, the City of Eastvale has quickly expanded as one of the fastest-growing cities in California. We recognize that establishing an independent zip code for the City is vital to Eastvale's sense of place.

City of Eastvale staff has indicated that:

- The lack of an independent zip code for Eastvale has led to mail delivery issues impacting legal notices, code enforcement activities, and public outreach efforts.
- Having an improperly associated address with another jurisdiction has led to higher car payment and insurance rates for Eastvale residents.
- The lack of an independent zip code also causes confusion with voter registration and elections, impacts Eastvale's efforts to build a community identity, and interferes with emergency response activities.

Understanding that the lack of a definitive zip code impacts the City of Eastvale's identity, economic culture, and quality of life, the City of Corona supports an independent zip code for the City of Eastvale. Should you have any questions, please do not hesitate to contact Denzel Maxwell, Assistant to the City Manager at [Denzel.Maxwell@CoronaCA.gov](mailto:Denzel.Maxwell@CoronaCA.gov).

Sincerely,

Wes Speake  
Mayor, 5th District



Staff Report

---

**File #:** 22-0902

---

**REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Finance Department

**SUBJECT:**

Ordinance amending [Chapter 3.08](#) of the Corona Municipal Code to increase the alternative procedure amount in compliance with state law, make certain other changes to the award criteria and award authority for maintenance and general services, and revise the publication requirements for non-public projects.

**EXECUTIVE SUMMARY:**

This staff report requests the City Council to approve an ordinance amending the Corona Municipal Code [Chapter 3.08](#) to increase the alternative procedure amount, change the award criteria for maintenance and general services, and to revise the publication requirements for non-public projects. The changes proposed in this amendment were presented to the City Council at the Fall Policy Workshop on September 28, 2022 and will facilitate a more streamlined and efficient procurement process for the City.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council introduce by title only and waive full reading for consideration of Ordinance No. 3358, first reading of an ordinance amending [Chapter 3.08](#) of the Corona Municipal Code to increase the alternative procedure amount in compliance with state law, make certain other changes to the award criteria and award authority for maintenance and general services and materials, supplies and equipment and revise the publication requirements for non-public projects.
- b. City Council direct the City Manager, or his designee, to follow the provisions of this ordinance as follows:
  - i. For any bids or Request for Proposals that are in process as of December 7,

2022, enforce the terms of Chapter 3.08 in effect at the time the bid or Request for Proposal was issued;

- ii. For any contracts or agreements awarded on or before December 7, 2022, and which involve on-going services with new automatic or discretionary annual renewal terms and compensation limits, enforce the terms of Chapter 3.08 in effect at the time the contract or agreement was awarded, as well as any applicable specified City Council action at the time of award;
- iii. For any contracts or agreements awarded on or before December 7, 2022, and which involve a one-time project or service (e.g., a construction project or project-specific design service), enforce the terms of [Chapter 3.08](#) in effect at the time the contract agreement was awarded, as well as any applicable specified City Council action at the time of award; and
- iv. For any bids or Request for Proposals that are started after December 7, 2022 and awarded after the effective date of Ordinance No. 3358, enforce the terms of Ordinance No. 3358

- c. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

### **BACKGROUND & HISTORY:**

The City's purchasing ordinance (Chapter 3.08 of the Corona Municipal Code) governs the City's purchase of materials, supplies and equipment, as well as services (public works projects, maintenance work, general services, and professional services). For all purchases other than public works projects, state law requires local agencies to develop and adopt purchasing policies, but otherwise leaves specific requirements as to how they should be awarded to each local agency (for example, refer to Government Code 4525 and 54202). By contrast, contracts for public works projects are highly regulated by state law and generally must be awarded to the lowest bidder above certain dollar thresholds.

### **ANALYSIS:**

The purchasing staff, along with staff in other departments, have identified changes to the City's procurement process that will facilitate a more streamlined process and create efficiencies in the City's procurement activities. The items listed below were presented and discussed with the City Council at the Fall Policy Workshop on September 28, 2022.

- 1. City staff is proposing to increase the alternative bidding procedure amount from \$45,000 to \$60,000. The proposed increase aligns with State Limits (Public Contract Code Chapter 2.58), formalized in January 2019.
- 2. City staff is proposing to allow non-public projects for maintenance and general services to be awarded by a request for proposals process awarding to the contractor who will best serve the interests of the city, considering, in addition to cost, their demonstrated competence,

qualifications and suitability for the project. The proposed change will allow stable and qualified contractors with sufficient resources to participate in the solicitation and give staff the flexibility to negotiate price/cost savings.

3. City staff is proposing to remove the requirement to advertise a formal non-public project in the local newspaper. The proposed change will provide a cost savings to the City budget, expedite the award of projects and save processing time for purchasing. Projects will continue to be posted on Planet Bids and emailed directly to potential bidders.

**FINANCIAL IMPACT:**

Item #3 for the removal of the requirement to advertise non-public projects in the local newspaper will save \$400-\$500 per advertisement, approximately \$18,000 per fiscal year. The remaining proposed items will not have a fiscal impact to the City as a result of the textural change proposed by this Ordinance.

**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 of updating sections of Chapter 3.08 of the Corona Municipal Code and there is no possibility that adopting these changes will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** YASMIN LOPEZ, PURCHASING MANAGER

**REVIEWED BY:** KIM SITTON, FINANCE DIRECTOR

**Attachments:**

1. Exhibit 1 - Redline Ordinance (proposed changes to CMC 3.08)
2. Exhibit 2 - Clean Ordinance (final version of CMC 3.08)
3. Exhibit 3 - Government Code References

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORONA AMENDING CHAPTER 3.08 OF THE CORONA MUNICIPAL CODE TO INCREASE THE ALTERNATIVE PROCEDURE AMOUNT IN COMPLIANCE WITH STATE LAW, MAKE CERTAIN OTHER CHANGES TO THE AWARD CRITERIA AND AWARD AUTHORITY FOR MAINTENANCE AND GENERAL SERVICES, REVISE THE PUBLICATION REQUIREMENTS FOR NON-PUBLIC PROJECTS**

**WHEREAS**, Chapter 3.08 of the Corona Municipal Code (“CMC”) sets forth the purchasing regulations for all City purchases; and

**WHEREAS**, the City Council of the City of Corona (“City Council”) desires to make certain changes to such regulations as provided for herein.

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

**SECTION 1.** Section 3.08.050 (Bidding requirements - public projects) of Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**“3.08.050      Bidding requirements - public projects.**

(A)    **\$60,000 or less.** Public projects of \$60,000 or less may be awarded by the director of the department responsible for the project, or his or her designee, pursuant to § 3.08.040, by any alternative procedure.

(B)    **\$60,001 - \$75,000.** Public projects of more than \$60,000, but less than or equal to \$75,000 may, except as otherwise provided in this chapter or the Act, be awarded by the Assistant City Manager, the Director of Public Works or the Director of Utilities pursuant to the public project informal bidding procedure.

(C)    **\$75,001 - \$100,000.** Public projects of more than \$75,000, but less than or equal to \$100,000 shall, except as otherwise provided in this chapter or the Act, be awarded by the City Manager pursuant to the public project informal bidding procedure.

(D)    **More than \$100,000.** Public projects of more than \$100,000, but less than or equal to \$200,000 may, except as otherwise provided in this chapter or the Act, be awarded by the City Council

pursuant to the public project informal bidding procedure. Public projects of more than \$200,000 shall, except as otherwise provided in this chapter or the Act, be awarded by the City Council pursuant to the public project formal bidding procedure. If all bids received are over \$200,000, the City Council may, with the approval of a four-fifths vote of those members present and without following the public project formal bidding procedure, award the contract in an amount not exceeding \$212,500 to the lowest responsive and responsible bidder, so long as the City Council also determines that the city's cost estimate for the project was reasonable.

(E) **City Engineer review of plans and specifications.** The City Engineer shall review and approve the working details, drawings, plans, and specifications prepared for every public project which may affect the design or operation of public improvements and which may bring into question the city's liability for dangerous conditions of public property.

(F) **City Council review of plans and specifications.** The City Council shall review and approve the working details, drawings, plans, and specifications prepared for every public project of more than \$100,000.

(G) **Award.** Contracts for public projects of \$60,000 or less, if awarded, may be awarded in the best interests of the city. Contracts for public projects of more than \$60,000, if awarded, shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the authorized contracting party may accept the one it chooses.

(H) **Dollar limits and change orders or amendments.** The dollar limits indicated herein shall apply to the original contract and to any amendments or change orders. To this end, therefore, unless an exception provided in § 3.08.130 below applies, any contract amendment or change order which would increase the contract amount above any threshold stated herein shall comply with the requirements applicable to the increased contract amount. For public projects awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$100,000 or 10% of the original contract amount.

(I) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.”

**SECTION 2.** Section 3.08.060 (Bidding requirements - maintenance and general services) of Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**“3.08.060 Bidding requirements - maintenance and general services.**

(A) **\$60,000 or less.** Maintenance work and other general services projects of \$60,000 or less, including those involving on-call maintenance work or general services, may be awarded by the director of the department responsible for the project, or his or her designee, pursuant to § 3.08.040, by any alternative procedure.

(B) **\$60,001 - \$75,000.** Maintenance work and other general services projects of more than \$60,000, but less than or equal to \$75,000, including those involving on-call maintenance work or general services, may, except as otherwise provided in this chapter or the Act, be awarded by the Assistant City Manager, the Director of Public Works or the Director of Utilities pursuant to the non-public project informal bidding procedure.

(C) **\$75,001 - \$100,000.** Maintenance work and other general services projects of more than \$75,000, but less than or equal to \$100,000, including those involving on-call maintenance work or general services, shall, except as otherwise provided in this chapter, be awarded by the City Manager pursuant to the non-public project informal bidding procedure.

(D) **More than \$100,000.** Maintenance work and other general services projects of more than \$100,000, including those involving on-call maintenance work or general services, shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-public project formal bidding procedure.

(E) **City Engineer review of plans and specifications.** The City Engineer shall review and approve the working details, drawings, plans, and specifications prepared for every maintenance work and other general services project which may affect the design or operation of public improvements and which may bring into question the city’s liability for dangerous conditions of public property.

(F) **Purchasing Agent review of plans and specifications.** The purchasing agent, or his or her designee, shall review and approve the form of the working details, drawings, plans, and specifications prepared for every maintenance work and other general services project.

(G) **City Council review of plans and specifications.** The City Council shall review and approve the working details, drawings, plans, and specifications prepared for every maintenance work and other general services project of more than \$100,000.

(H) **Award.** Contracts for maintenance work and other general services projects of \$60,000 or less, including those involving on-call maintenance work or general services, if awarded, may be awarded in the best interests of the city. Contracts for maintenance work and other general services projects of more than \$60,000, if awarded, shall be awarded to the contractor who will best serve the interests of the city, taking into account, in addition to cost, their demonstrated competence, qualifications and suitability for the project in general.

(I) **Subsequent contract awards, amendments, extensions, or renewals.** Notwithstanding anything herein to the contrary, the department director and City Manager shall not award a subsequent contract to the same individual or entity for the same or similar services on the same project, or amend, extend, or renew such a contract, without obtaining the next highest approval authority (e.g. the City Manager for the department director and the City Council for the City Manager), when the award, amendment, extension, or renewal will result in the city paying an aggregate amount in excess of the approval authority of the department director or City Manager to the individual or entity in any given fiscal year. For purposes of this section, the phrase “same project” shall include an on-call or as-needed contract.

(J) **Dollar limits and change orders or amendments.** The dollar limits indicated herein shall apply to the original contract and to any amendments or change orders. To this end, therefore, unless an exception provided in § [3.08.140](#) below applies, any contract amendment or change order which would increase the contract amount above any threshold stated herein shall comply with the requirements applicable to the increased contract amount. For maintenance and other general service projects awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$100,000 or 10% of the original contract amount.

(K) **Six-year term limitation.** No maintenance work or other general services contract shall extend for a period of more than six years, including any authorized extensions, unless specifically approved by City Council action.

(L) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

(M) **Local preference; maintenance and general services.** As set forth in further detail in § [3.08.080](#)(J) below, the City Council has made findings and adopted a local bidder preference program (“local program”) applicable to certain purchases of materials, supplies, and equipment, as well as contracts for maintenance work and other general services projects described in this section. Accordingly, contracts for maintenance work and other general services projects that are competitively bid and involve an expenditure of \$200,000 or less, shall be subject to the local program set forth in § [3.08.080](#)(J). For recurring procurements/contracts, the local program shall be applicable only to the city’s first \$200,000 worth of such procurements/contracts for any fiscal year, as determined by city staff in its sole discretion. For such recurring procurements/contracts, the bidding documents shall indicate whether or not the local program is in effect for the applicable procurement. Properly certified local businesses (as defined in § [3.08.080](#)(J)) shall be entitled to the specified reduction of 5% in the tabulation of their bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law (such as special state or federal grant programs). If the local program is applicable to a bid offering, it shall be noted in the applicable bid solicitation.”

**SECTION 3.** Section 3.08.070 (Bidding requirements - professional services) of Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**“3.08.070 Bidding requirements - professional services.**

(A) **\$60,000 or less.** Professional services contracts of \$60,000 or less may be awarded by the director of the department responsible for the project, or his or her designee, pursuant to § [3.08.040](#), by any alternative procedure.

(B) **\$60,001 - \$75,000.** Professional services contracts of more than \$60,000, but less than or equal to \$75,000 may, except as otherwise provided in this chapter or the Act, be awarded by the Assistant City Manager, the Director of Public Works or the Director of Utilities pursuant to the non-public project informal bidding procedure.

(C) **\$75,001- \$100,000.** Professional services contracts of more than \$75,000, but less than or equal to \$100,000 shall, except as otherwise

provided in this chapter, be awarded by the City Manager pursuant to the non-public project informal bidding procedure.

(D) **More than \$100,000.** Professional services contracts of more than \$100,000 shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-public project formal bidding procedure.

(E) **Purchasing agent review of scope of services.** The purchasing agent shall review and approve, or provide for the review and approval of, the scope of services prepared for every professional services contract.

(F) **City Council review of scope of services.** The City Council shall review and approve the scope of services prepared for every professional services contract of more than \$100,000.

(G) **Award.** Contracts for professional services shall be awarded to the contractor who will best serve the interests of the city, taking into account the demonstrated competence, professional qualifications, and suitability for the project in general. The city may consider cost of professional services if the authorized contracting party determines it to be a relevant factor under the circumstances.

(H) **Subsequent contract awards, amendments, extensions, or renewals.** Notwithstanding anything herein to the contrary, the department director and City Manager shall not award a subsequent contract to the same individual or entity for the same or similar services, or amend, extend, or renew such a contract, without obtaining the next highest approval authority (e.g. the City Manager for the department director and the City Council for the City Manager), when the award, amendment, extension, or renewal will result in the city paying an aggregate amount in excess of the approval authority of the department director or City Manager to the individual or entity in any given fiscal year. For purposes of this section, the phrase “same project” shall include an on-call or as-needed contract.

(I) **Dollar limits and change orders or amendments.** The dollar limits indicated herein shall apply to the original contract and to any amendments or change orders. To this end, therefore, unless an exception provided in § [3.08.140](#) below applies, any contract amendment or change order which would increase the contract amount above any threshold stated herein shall comply with the requirements applicable to the increased contract amount. For professional service agreements awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the

City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$100,000 or 10% of the original contract amount.

(J) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.”

**SECTION 4.** Section 3.08.080 (Bidding requirements - materials, supplies, and equipment) of Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**“3.08.080 Bidding requirements - materials, supplies, and equipment.**

(A) **\$60,000 or less.** Purchases of materials, supplies, and equipment of \$60,000 or less may be awarded by the purchasing agent or the director of the department responsible for the purchase, or his or her designee, pursuant to § 3.08.040, by any alternative procedure.

(B) **\$60,001 - \$75,000.** Purchases of materials, supplies, and equipment of more than \$60,000, but less than or equal to \$75,000 may, except as otherwise provided in this chapter or the Act, be awarded by the Assistant City Manager, the Director of Public Works or the Director of Utilities pursuant to the non-public project informal bidding procedure.

(C) **\$75,001 - \$100,000.** Purchases of materials, supplies, and equipment of more than \$75,000, but less than or equal to \$100,000 shall, except as otherwise provided in this chapter, be awarded by the City Manager pursuant to the non-public project informal bidding procedure.

(D) **More than \$100,000.** Purchases of materials, supplies, and equipment of more than \$100,000 shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-public project formal bidding procedure.

(E) **Department director review of specifications.** The director of the using department shall review and approve, or provide for the review and approval of, the specifications prepared for every purchase of materials, supplies, and equipment.

(F) **Purchasing agent review of specifications.** The purchasing agent, or his or her designee, shall review and approve the form of all contracts for the purchase of materials, supplies, and equipment.

(G) **City Council review of specifications.** The City Council shall review and approve the specifications prepared for every purchase of materials, supplies, and equipment of more than \$100,000.

(H) **Award.** Contracts for the purchase of materials, supplies, and equipment of \$60,000 or less, if awarded, may be awarded in the best interests of the city. Contracts for the purchase of materials, supplies, and equipment of more than \$60,000, if awarded, shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the authorized contracting party may accept the one it chooses.

(I) **Dollar limits and change orders or amendments.** The dollar limits indicated herein shall apply to the original contract and to any amendments or change orders. To this end, therefore, unless an exception provided in § [3.08.140](#) below applies, any contract amendment or change order which would increase the contract amount above any threshold stated herein shall comply with the requirements applicable to the increased contract amount. For materials, supplies, and equipment contracts awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager, or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$100,000 or 10% of the original contract amount.

(J) **Local bidder preference program; purchases of materials, supplies, and equipment; maintenance and general services.**

(1) Based upon the findings provided for in the recitals of the ordinance adding this § [3.08.080](#)(J), the City Council has determined that it is in the best interests of the city to give a minimal preference to local businesses when the city is making certain purchases of materials, supplies, and equipment, as well as when it is entering into contracts for certain maintenance work and other general services projects, as set forth in this local bidder preference program (“local program”).

(2) The local program shall consist of the following general requirements, which shall be implemented by the purchasing agent within the city’s Purchasing Policies and Procedures Manual:

(a) 1. A “**local business**” for purposes of this local program shall mean the vendor:

a. Has fixed facilities with one or more employees, which may include a sole proprietor, located at an address within city limits (a post office box alone is insufficient); and

b. Has an appropriate city business license/permit.

2. A vendor seeking to qualify for this local program shall provide supporting information and certify in writing that it meets the above requirements as part of its bid.

(b) In applying the local program to bids on a city purchase subject to the local program, a qualifying local business shall be entitled to a reduction of 5% in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law (i.e. special state or federal grant programs).

(c) The local program shall only be applicable to purchases of materials, supplies, and equipment which are competitively bid and which involve an expenditure of \$100,000 or less. If the local program is applicable to a bid offering, it shall be noted in the applicable bid solicitation.

(3) The local program preference described in division (J)(2) above shall be applicable only to purchases of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of \$200,000 or less. For recurring purchases, the local program shall be applicable only to the city's first \$200,000 worth of such purchases for any fiscal year, as determined by city staff in its sole discretion. For such recurring purchases, the bidding documents shall indicate whether or not the local program is in effect for the applicable procurement. If the local program is applicable to a bid offering, it shall be noted in the applicable bid solicitation.

(4) The local program may also establish a preference for purchases of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than \$200,000. Such preference shall allow the city to take into consideration the net sales tax to be returned to the city as a result of an award to a qualifying local business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the city's purchasing policy.

(K) **Recycled products preference.** In order to promote the use of products containing recycled material, including post consumer material and secondary material, the city may take into consideration the percentage of recycled product in the materials, supplies, or equipment

being provided in determining the lowest responsive and responsible bidder. This section shall not be effective unless and until the purchasing agent adopts a written policy to implement its provisions, which policy shall be included in the city's Purchasing Policies and Procedures Manual. In addition, fitness and quality being equal, the city shall endeavor to purchase products containing recycled material instead of virgin products, whenever available at no more than the total cost of the virgin materials.

(L) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

(M) **Fleet replacement vehicles and equipment.** Notwithstanding anything to the contrary contained herein, the purchasing agent shall be the authorized contracting party for the replacement of a vehicle or other equipment on the city's annual vehicle/equipment replacement list, as approved through the budget process each year. The purchasing agent shall not make an award or approve such a purchase unless and until the applicable alternative procedure, non-public project informal bidding procedure or non-public project formal bidding procedure is followed."

**SECTION 5.** Section 3.08.110 (Non-public projects - formal bidding procedure) of Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**"3.08.110 Non-public projects - formal bidding procedure.**

(A) **Uses of the non-public project formal bidding procedure.** A formal bidding procedure shall be used whenever formal bidding is required by this chapter and the project does not involve a public project.

(B) **Distribution of notice inviting formal bids or request for proposals.** A notice inviting formal bids or a request for proposals, as appropriate, shall be posted at least ten calendar days before the date of opening the bids or proposals on the city's public bulletin board or electronic public bidding site and provided directly to bidders, vendors, or contractors on the city's approved list for the type of purchase at issue. The city shall endeavor to receive formal bids or proposals from at least three vendors or contractors. A notice inviting bids shall be used whenever the project or purchase must be awarded to the lowest responsive and responsive bidder. A request for proposals may be used whenever the project or purchase is not required to be awarded to the lowest responsive and responsive bidder. If the purchasing agent and the director of the using department certify that, to the best of their knowledge, there is no local

source or local provider available for the project, the notice inviting bids or the request for proposals, as appropriate, may be distributed to a list of qualified vendors maintained by the purchasing agent and/or published in a trade journal appropriate to the project.

**(C) Contents of notice inviting formal bids or request for proposals.** At a minimum, the notice inviting formal bids or request for proposals shall:

- (1) Describe the project or purchase in general terms;
- (2) State how to obtain more detailed information about the project or purchase;
- (3) State the date, time, and place for the submission of bids or proposals; and
- (4) Include any other information required by state or local law, as determined by the City Attorney.

Bids for purchases of more than \$100,000 shall be sealed bids.

**(D) Proprietary projects or sole source products.** If the director of the using department certifies that, to the best of his or her knowledge, the project, product, or service is proprietary in nature and can be obtained only from one vendor or contractor, and that no equivalent products or services are available, the notice inviting formal bids or request for proposals may be sent exclusively to such vendor or contractor.

**(E) Contents of remaining bid and contract documents.** The contents and form of the remaining bid and contract documents shall be approved by the director of the using department, as well as the City Attorney.

**(F) Bidder's security.** When required by applicable law or determined necessary by the City Manager or purchasing agent, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by applicable law.

**(G) City's authority.** The city may reject any or all bids or proposals received, and may waive any minor irregularities in each bid or proposal received.

**(H) No bids received.** If no bids are received, the authorized contracting party may award the contract by any alternative procedure.

**(I) Award of contract.** The contract shall be awarded in accordance

with §§ [3.08.060](#)(H), [3.08.070](#)(G), or [3.08.080](#)(H) as applicable. If two or more bids are the same and the lowest, the city may accept the one it chooses.

**SECTION 6.** Section 3.08.120 (Non-public projects - informal bidding procedure) of Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**“3.08.120 Non-public projects - informal bidding procedure.**

(A) **Uses of non-public project informal bidding procedure:** This informal bidding procedure shall be used whenever informal bidding is allowed for a purchase which does not involve a public project.

(B) **Distribution of notice inviting informal bids or request for proposals.** A notice inviting informal bids or request for proposals, as appropriate, shall be provided. The notice inviting informal bids or requests for proposals shall be provided to at least three vendors or contractors, and the city shall endeavor to receive informal bids or proposals from at least three vendors or contractors. A notice inviting bids shall be used whenever the project or purchase must be awarded to the lowest responsible and responsive bidder. A request for proposals may be used whenever the project or purchase is not required to be awarded to the lowest responsible and responsive bidder.

(C) **Contents of notice inviting informal bids or request for proposals.** At a minimum, the notice inviting informal bids or request for proposals shall:

- (1) Describe the project or purchase in general terms;
- (2) State how to obtain more detailed information about the project or purchase;
- (3) State the date, time, and place for the submission of bids or proposals; and
- (4) Include any other information required by state or local law, as determined by the City Attorney.

Bids for purchases of more than \$100,000 shall be sealed bids.

(D) **Proprietary projects or sole source products.** If the director of the using department certifies that, to the best of his or her knowledge, the project, product or service is proprietary in nature and can be obtained only from one vendor or contractor, and that no equivalent products or services are available, the notice inviting informal bids or request for proposals may be sent exclusively to such vendor or contractor.

(E) **Contents of remaining bid and contract documents.** The contents and form of the remaining bid and contract documents shall be approved by the director of the using department, as well as the City Attorney.

(F) **Bidder's security.** When required by applicable law or determined necessary by the City Manager or purchasing agent, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by applicable law.

(G) **City's authority.** The city may reject any or all bids or proposals received, and may waive any minor irregularities in each bid or proposal received.

(H) **No bids or proposals received.** If no bids or proposals are received, the authorized contracting party may award the contract by any alternative purchasing procedure.

(I) **Award of contract.** The contract shall be awarded in accordance with §§ [3.08.060](#)(H), [3.08.070](#)(G), or [3.08.080](#)(H) as applicable. If two or more bids are the same and the lowest, the city may accept the one it chooses.

**SECTION 7. CEQA Findings.** The City Council finds that this Ordinance is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance merely amends the Corona Municipal Code to update the City's purchasing regulations. Thus, there is no possibility that adopting this Ordinance will have a significant effect on the environment and no further environmental analysis is required.

**SECTION 8. Invalidity; Severability.** If any sentence, cause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION 9. Effective Date of Ordinance.** The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a newspaper of general circulation in the City of Corona. This Ordinance shall take effect and be in force on the 30<sup>th</sup> day after its adoption.

**PASSED, APPROVED AND ADOPTED** this 4th day of January, 2023.

---

Mayor of the City of Corona, California

**ATTEST:**

---

City Clerk of the City of Corona, California

**CERTIFICATION**

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this \_\_\_\_ (th) day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Corona, California

[SEAL]

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORONA AMENDING CHAPTER 3.08 OF THE CORONA MUNICIPAL CODE TO INCREASE THE ALTERNATIVE PROCEDURE AMOUNT IN COMPLIANCE WITH STATE LAW, MAKE CERTAIN OTHER CHANGES TO THE AWARD CRITERIA AND AWARD AUTHORITY FOR MAINTENANCE AND GENERAL SERVICES, REVISE THE PUBLICATION REQUIREMENTS FOR NON-PUBLIC PROJECTS**

**WHEREAS**, Chapter 3.08 of the Corona Municipal Code (“CMC”) sets forth the purchasing regulations for all City purchases; and

**WHEREAS**, the City Council of the City of Corona (“City Council”) desires to make certain changes to such regulations as provided for herein.

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

**SECTION 1.** Section 3.08.050 (Bidding requirements - public projects) of Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**“3.08.050      Bidding requirements - public projects.**

(A)    ~~\$55~~60,000 or less. Public projects of ~~\$45~~60,000 or less may be awarded by the director of the department responsible for the project, or his or her designee, pursuant to ~~§ 3.08.040, by any alternative procedure. Public projects of more than \$45,000, but less than or equal to \$55,000 may, except as otherwise provided in this chapter or the Act, be awarded by the director of the department responsible for the project, or his or her designee, pursuant to § 3.08.040, pursuant to the public project informal bidding procedure.~~ 3.08.040, by any alternative procedure.

(B)    ~~\$55~~60,001 - \$75,000. Public projects of more than ~~\$55~~60,000, but less than or equal to \$75,000 may, except as otherwise provided in this chapter or the Act, be awarded by the Assistant City Manager, the Director of Public Works or the ~~General Manager of the~~

~~Department of Water and Power~~Director of Utilities pursuant to the public project informal bidding procedure.

(C) **\$75,001 - \$100,000.** Public projects of more than \$75,000, but less than or equal to \$100,000 shall, except as otherwise provided in this chapter or the Act, be awarded by the City Manager pursuant to the public project informal bidding procedure.

(D) **More than \$100,000.** Public projects of more than \$100,000, but less than or equal to ~~\$175,000~~\$200,000 may, except as otherwise provided in this chapter or the Act, be awarded by the City Council pursuant to the public project informal bidding procedure. Public projects of more than ~~\$175,000~~\$200,000 shall, except as otherwise provided in this chapter or the Act, be awarded by the City Council pursuant to the public project formal bidding procedure. If all bids received are over ~~\$175,000~~\$200,000, the City Council may, with the approval of a four-fifths vote of those members present and without following the public project formal bidding procedure, award the contract in an amount not exceeding ~~\$187,212~~\$212,500 to the lowest responsive and responsible bidder, so long as the City Council also determines that the city's cost estimate for the project was reasonable.

(E) **City Engineer review of plans and specifications.** The City Engineer shall review and approve the working details, drawings, plans, and specifications prepared for every public project which may affect the design or operation of public improvements and which may bring into question the city's liability for dangerous conditions of public property.

(F) **City Council review of plans and specifications.** The City Council shall review and approve the working details, drawings, plans, and specifications prepared for every public project of more than \$100,000.

(G) **Award.** Contracts for public projects of ~~\$45,000~~\$60,000 or less, if awarded, may be awarded in the best interests of the city. Contracts for public projects of more than ~~\$45,000~~\$60,000, if awarded, shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the authorized contracting party may accept the one it chooses.

(H) **Dollar limits and change orders or amendments.** The dollar limits indicated herein shall apply to the original contract and to any amendments or change orders. To this end, therefore, unless an exception provided in § 3.08.130 below applies, any contract amendment or change order which would increase the contract amount above any threshold stated herein shall comply with the requirements applicable to the

increased contract amount. For public projects awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$100,000 or 10% of the original contract amount.

(I) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.”

**SECTION 2.** Section 3.08.060 (Bidding requirements - maintenance and general services) of Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**“3.08.060 Bidding requirements - maintenance and general services.**

(A) **~~\$55,000~~ \$5560,000 or less.** Maintenance work and other general services projects of ~~\$45,000~~ \$5560,000 or less, including those involving on-call maintenance work or general services, may be awarded by the director of the department responsible for the project, or his or her designee, pursuant to § 3.08.040, by any alternative procedure. ~~Maintenance work and other general services projects of more than \$45,000, but less than or equal to \$55,000, including those involving on-call maintenance work or general services, may, except as otherwise provided in this chapter or the Act, be awarded by the director of the department responsible for the project, or his or her designee, pursuant to § 3.08.040, pursuant to the non-public project informal bidding procedure.~~

(B) **~~\$55,001~~ \$5560,001 - \$75,000.** Maintenance work and other general services projects of more than ~~\$55,000~~ \$5560,000, but less than or equal to \$75,000, including those involving on-call maintenance work or general services, may, except as otherwise provided in this chapter or the Act, be awarded by the Assistant City Manager, the Director of Public Works or the ~~General Manager of the Department of Water and Power~~Director of Utilities pursuant to the non-public project informal bidding procedure.

(C) **\$75,001 - \$100,000.** Maintenance work and other general services projects of more than \$75,000, but less than or equal to \$100,000, including those involving on-call maintenance work or general services, shall, except as otherwise provided in this chapter, be awarded by the City Manager pursuant to the non-public project informal bidding procedure.

(D) **More than \$100,000.** Maintenance work and other general services projects of more than \$100,000, including those involving on-call maintenance work or general services, shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-public project formal bidding procedure.

(E) **City Engineer review of plans and specifications.** The City Engineer shall review and approve the working details, drawings, plans, and specifications prepared for every maintenance work and other general services project which may affect the design or operation of public improvements and which may bring into question the city's liability for dangerous conditions of public property.

(F) **Purchasing Agent review of plans and specifications.** The purchasing agent, or his or her designee, shall review and approve the form of the working details, drawings, plans, and specifications prepared for every maintenance work and other general services project.

(G) **City Council review of plans and specifications.** The City Council shall review and approve the working details, drawings, plans, and specifications prepared for every maintenance work and other general services project of more than \$100,000.

(H) **Award.** Contracts for maintenance work and other general services projects of \$~~45~~60,000 or less, including those involving on-call maintenance work or general services, if awarded, may be awarded in the best interests of the city. Contracts for maintenance work and other general services projects of more than \$45,000, ~~other than those involving on-call maintenance work or general services, if awarded, shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the authorized contracting party may accept the one it chooses. Contracts for projects involving on-call maintenance work or general services of more than \$45,000, if awarded, shall be awarded to the~~60,000, if awarded, shall be awarded to the contractor who will best serve the interests of the city, taking into account, in addition to cost, their demonstrated competence, qualifications and suitability for the project in general.

(I) **Subsequent contract awards, amendments, extensions, or renewals.** Notwithstanding anything herein to the contrary, the department director and City Manager shall not award a subsequent contract to the same individual or entity for the same or similar services on the same project, or amend, extend, or renew such a contract, without obtaining the next highest approval authority (e.g. the City Manager for the department director and the City Council for the City Manager), when

the award, amendment, extension, or renewal will result in the city paying an aggregate amount in excess of the approval authority of the department director or City Manager to the individual or entity in any given fiscal year. For purposes of this section, the phrase “same project” shall include an on-call or as-needed contract.

(J) **Dollar limits and change orders or amendments.** The dollar limits indicated herein shall apply to the original contract and to any amendments or change orders. To this end, therefore, unless an exception provided in § [3.08.140](#) below applies, any contract amendment or change order which would increase the contract amount above any threshold stated herein shall comply with the requirements applicable to the increased contract amount. For maintenance and other general service projects awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$100,000 or 10% of the original contract amount.

(K) **Six-year term limitation.** No maintenance work or other general services contract shall extend for a period of more than six years, including any authorized extensions, unless specifically approved by City Council action.

(L) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

(M) **Local preference; maintenance and general services.** As set forth in further detail in § [3.08.080\(J\)](#) below, the City Council has made findings and adopted a local bidder preference program (“local program”) applicable to certain purchases of materials, supplies, and equipment, as well as contracts for maintenance work and other general services projects described in this section. Accordingly, contracts for maintenance work and other general services projects that are competitively bid and involve an expenditure of \$200,000 or less, shall be subject to the local program set forth in § [3.08.080\(J\)](#). For recurring procurements/contracts, the local program shall be applicable only to the city’s first \$200,000 worth of such procurements/contracts for any fiscal year, as determined by city staff in its sole discretion. For such recurring procurements/contracts, the bidding documents shall indicate whether or not the local program is in effect for the applicable procurement. Properly certified local businesses (as defined in § [3.08.080\(J\)](#)) shall be entitled to the specified reduction of 5% in the tabulation of their bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by

law (such as special state or federal grant programs). If the local program is applicable to a bid offering, it shall be noted in the applicable bid solicitation.”

**SECTION 3.** Section 3.08.070 (Bidding requirements - professional services) of Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**“3.08.070 Bidding requirements - professional services.**

(A) **~~\$45,000~~ \$5560,000 or less.** Professional services contracts of ~~\$45,000~~ \$5560,000 or less may be awarded by the director of the department responsible for the project, or his or her designee, pursuant to § ~~3.08.040~~, by any alternative procedure. ~~Professional services contracts of more than \$45,000, but less than or equal to \$55,000 may, except as otherwise provided in this chapter or the Act, be awarded by the director of the department responsible for the project, or his or her designee, pursuant to § 3.08.040, pursuant to the non-public project informal bidding procedure.~~

(B) **~~\$55,000~~ \$5560,001 - \$75,000.** Professional services contracts of more than ~~\$55,000~~ \$5560,000, but less than or equal to \$75,000 may, except as otherwise provided in this chapter or the Act, be awarded by the Assistant City Manager, the Director of Public Works or the ~~General Manager of the Department of Water and Power~~ Director of Utilities pursuant to the non-public project informal bidding procedure.

(C) **\$75,001- \$100,000.** Professional services contracts of more than \$75,000, but less than or equal to \$100,000 shall, except as otherwise provided in this chapter, be awarded by the City Manager pursuant to the non-public project informal bidding procedure.

(D) **More than \$100,000.** Professional services contracts of more than \$100,000 shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-public project formal bidding procedure.

(E) **Purchasing agent review of scope of services.** The purchasing agent shall review and approve, or provide for the review and approval of, the scope of services prepared for every professional services contract.

(F) **City Council review of scope of services.** The City Council shall review and approve the scope of services prepared for every professional services contract of more than \$100,000.

(G) **Award.** Contracts for professional services shall be awarded to the contractor who will best serve the interests of the city, taking into account the demonstrated competence, professional qualifications, and suitability for the project in general. The city may consider cost of professional services if the authorized contracting party determines it to be a relevant factor under the circumstances.

(H) **Subsequent contract awards, amendments, extensions, or renewals.** Notwithstanding anything herein to the contrary, the department director and City Manager shall not award a subsequent contract to the same individual or entity for the same or similar services, or amend, extend, or renew such a contract, without obtaining the next highest approval authority (e.g. the City Manager for the department director and the City Council for the City Manager), when the award, amendment, extension, or renewal will result in the city paying an aggregate amount in excess of the approval authority of the department director or City Manager to the individual or entity in any given fiscal year. For purposes of this section, the phrase “same project” shall include an on-call or as-needed contract.

(I) **Dollar limits and change orders or amendments.** The dollar limits indicated herein shall apply to the original contract and to any amendments or change orders. To this end, therefore, unless an exception provided in § [3.08.140](#) below applies, any contract amendment or change order which would increase the contract amount above any threshold stated herein shall comply with the requirements applicable to the increased contract amount. For professional service agreements awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$100,000 or 10% of the original contract amount.

(J) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.”

**SECTION 4.** Section 3.08.080 (Bidding requirements - materials, supplies, and equipment) of Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**“3.08.080 Bidding requirements - materials, supplies, and equipment.**

(A) **~~\$5560,000~~ or less.** Purchases of materials, supplies, and equipment of ~~\$4560,000~~ or less may be awarded by the purchasing agent

or the director of the department responsible for the purchase, or his or her designee, pursuant to § 3.08.040, by any alternative procedure. ~~Purchases of materials, supplies, and equipment of more than \$45,000, but less than or equal to \$55,000 may, except as otherwise provided in this chapter or the Act, be awarded by the director of the department responsible for the project, or his or her designee, pursuant to § 3.08.040, pursuant to the non-public project informal bidding procedure.~~

(B) ~~\$55~~60,001 - \$75,000. Purchases of materials, supplies, and equipment of more than ~~\$55~~60,000, but less than or equal to \$75,000 may, except as otherwise provided in this chapter or the Act, be awarded by the Assistant City Manager, the Director of Public Works or the ~~General Manager~~Director of ~~the Department of Water and Power~~Utilities pursuant to the non-public project informal bidding procedure.

(C) **\$75,001 - \$100,000.** Purchases of materials, supplies, and equipment of more than \$75,000, but less than or equal to \$100,000 shall, except as otherwise provided in this chapter, be awarded by the City Manager pursuant to the non-public project informal bidding procedure.

(D) **More than \$100,000.** Purchases of materials, supplies, and equipment of more than \$100,000 shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-public project formal bidding procedure.

(E) **Department director review of specifications.** The director of the using department shall review and approve, or provide for the review and approval of, the specifications prepared for every purchase of materials, supplies, and equipment.

(F) **Purchasing agent review of specifications.** The purchasing agent, or his or her designee, shall review and approve the form of all contracts for the purchase of materials, supplies, and equipment.

(G) **City Council review of specifications.** The City Council shall review and approve the specifications prepared for every purchase of materials, supplies, and equipment of more than ~~\$100,000~~.

(H) **Award.** Contracts for the purchase of materials, supplies, and equipment of ~~\$45~~60,000 or less, if awarded, may be awarded in the best interests of the city. Contracts for the purchase of materials, supplies,

and equipment of more than \$4560,000, if awarded, shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the authorized contracting party may accept the one it chooses.

(I) **Dollar limits and change orders or amendments.** The dollar limits indicated herein shall apply to the original contract and to any amendments or change orders. To this end, therefore, unless an exception provided in § 3.08.140 below applies, any contract amendment or change order which would increase the contract amount above any threshold stated herein shall comply with the requirements applicable to the increased contract amount. For materials, supplies, and equipment contracts awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager, or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$100,000 or 10% of the original contract amount.

(J) **Local bidder preference program; purchases of materials, supplies, and equipment; maintenance and general services.**

(1) Based upon the findings provided for in the recitals of the ordinance adding this § 3.08.080(J), the City Council has determined that it is in the best interests of the city to give a minimal preference to local businesses when the city is making certain purchases of materials, supplies, and equipment, as well as when it is entering into contracts for certain maintenance work and other general services projects, as set forth in this local bidder preference program ("local program").

(2) The local program shall consist of the following general requirements, which shall be implemented by the purchasing agent within the city's Purchasing Policies and Procedures Manual:

(a) 1. A "local business" for purposes of this local program shall mean the vendor:

a. Has fixed facilities with one or more employees, which may include a sole proprietor, located at an address within city limits (a post office box alone is insufficient); and

b. Has an appropriate city business license/permit.

2. A vendor seeking to qualify for this local program shall provide supporting information and certify in writing that it meets the above requirements as part of its bid.

(b) In applying the local program to bids on a city purchase subject to the local program, a qualifying local business shall be entitled to a reduction of 5% in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law (i.e. special state or federal grant programs).

(c) The local program shall only be applicable to purchases of materials, supplies, and equipment which are competitively bid and which involve an expenditure of \$100,000 or less. If the local program is applicable to a bid offering, it shall be noted in the applicable bid solicitation.

(3) The local program preference described in division (J)(2) above shall be applicable only to purchases of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of \$200,000 or less. For recurring purchases, the local program shall be applicable only to the city's first \$200,000 worth of such purchases for any fiscal year, as determined by city staff in its sole discretion. For such recurring purchases, the bidding documents shall indicate whether or not the local program is in effect for the applicable procurement. If the local program is applicable to a bid offering, it shall be noted in the applicable bid solicitation.

(4) The local program may also establish a preference for purchases of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than \$200,000. Such preference shall allow the city to take into consideration the net sales tax to be returned to the city as a result of an award to a qualifying local business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the city's purchasing policy.

(K) **Recycled products preference.** In order to promote the use of products containing recycled material, including post consumer material and secondary material, the city may take into consideration the percentage of recycled product in the materials, supplies, or equipment being provided in determining the lowest responsive and responsible bidder. This section shall not be effective unless and until the purchasing agent adopts a written policy to implement its provisions, which policy shall be included in the city's Purchasing Policies and Procedures Manual. In addition, fitness and quality being equal, the city shall endeavor to purchase products containing recycled material instead of virgin products, whenever available at no more than the total cost of the virgin materials.

(L) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

(M) **Fleet replacement vehicles and equipment.** Notwithstanding anything to the contrary contained herein, the purchasing agent shall be the authorized contracting party for the replacement of a vehicle or other equipment on the city's annual vehicle/equipment replacement list, as approved through the budget process each year. The purchasing agent shall not make an award or approve such a purchase unless and until the applicable alternative procedure, non-public project informal bidding procedure or non-public project formal bidding procedure is followed."

**SECTION 5.** Section 3.08.110 (Non-public projects - formal bidding procedure) of Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**"3.08.110 Non-public projects - formal bidding procedure.**

(A) **Uses of the non-public project formal bidding procedure.** A formal bidding procedure shall be used whenever formal bidding is required by this chapter and the project does not involve a public project.

(B) **Distribution of notice inviting formal bids or request for proposals.** A notice inviting formal bids or a request for proposals, as appropriate, shall be ~~published at least once and~~ posted at least ten calendar days before the date of opening the bids or proposals ~~in a newspaper of general circulation printed and published in the city, or, if there is no such newspaper, in a newspaper of general circulation which is circulated in the city. The notice inviting formal bids or request for proposals shall also be posted~~ on the city's public bulletin board or electronic public bidding site and provided directly to bidders, vendors, or contractors on the city's approved list for the type of purchase at issue. The city shall endeavor to receive formal bids or proposals from at least three vendors or contractors. A notice inviting bids shall be used whenever the project or purchase must be awarded to the lowest responsible and responsive bidder. A request for proposals may be used whenever the project or purchase is not required to be awarded to the lowest responsible and responsive bidder. If the purchasing agent and the director of the using department certify that, to the best of their knowledge, there is no local source or local provider available for the project, the notice inviting bids or the request for proposals, as appropriate, may be distributed to a list of qualified vendors maintained by the purchasing agent and/or published in a trade journal

appropriate to the project, ~~in lieu of publication in a newspaper of general circulation.~~

(C) **Contents of notice inviting formal bids or request for proposals.** At a minimum, the notice inviting formal bids or request for proposals shall:

- (1) Describe the project or purchase in general terms;
- (2) State how to obtain more detailed information about the project or purchase;
- (3) State the date, time, and place for the submission of bids or proposals; and
- (4) Include any other information required by state or local law, as determined by the City Attorney.

Bids for purchases of more than \$100,000 shall be sealed bids.

(D) **Proprietary projects or sole source products.** If the director of the using department certifies that, to the best of his or her knowledge, the project, product, or service is proprietary in nature and can be obtained only from one vendor or contractor, and that no equivalent products or services are available, the notice inviting formal bids or request for proposals may be sent exclusively to such vendor or contractor.

(E) **Contents of remaining bid and contract documents.** The contents and form of the remaining bid and contract documents shall be approved by the director of the using department, as well as the City Attorney.

(F) **Bidder's security.** When required by applicable law or determined necessary by the City Manager or purchasing agent, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by applicable law.

(G) **City's authority.** The city may reject any or all bids or proposals received, and may waive any minor irregularities in each bid or proposal received.

(H) **No bids received.** If no bids are received, the authorized contracting party may award the contract by any alternative procedure.

(I) **Award of contract.** The contract shall be awarded in accordance with §§ [3.08.060\(H\)](#), [3.08.070\(G\)](#), or [3.08.080\(H\)](#) as applicable. If two or more bids are the same and the lowest, the city may accept the one it chooses.

**SECTION 6.** Section 3.08.120 (Non-public projects - informal bidding procedure) of Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

**“3.08.120 Non-public projects - informal bidding procedure.**

(A) **Uses of non-public project informal bidding procedure:** This informal bidding procedure shall be used whenever informal bidding is allowed for a purchase which does not involve a public project.

(B) **Distribution of notice inviting informal bids or request for proposals.** A notice inviting informal bids or request for proposals, as appropriate, shall be provided. The notice inviting informal bids or requests for proposals shall be provided to at least three vendors or contractors, and the city shall endeavor to receive informal bids or proposals from at least three vendors or contractors. A notice inviting bids shall be used whenever the project or purchase must be awarded to the lowest responsible and responsive bidder. A request for proposals may be used whenever the project or purchase is not required to be awarded to the lowest responsible and responsive bidder.

(C) **Contents of notice inviting informal bids or request for proposals.** At a minimum, the notice inviting informal bids or request for proposals shall:

- (1) Describe the project or purchase in general terms;

- (2) State how to obtain more detailed information about the project or purchase;
- (3) State the date, time, and place for the submission of bids or proposals; and
- (4) Include any other information required by state or local law, as determined by the City Attorney.

Bids for purchases of more than \$100,000 shall be sealed bids.

(D) **Proprietary projects or sole source products.** If the director of the using department certifies that, to the best of his or her knowledge, the project, product or service is proprietary in nature and can be obtained only from one vendor or contractor, and that no equivalent products or services are available, the notice inviting informal bids or request for proposals may be sent exclusively to such vendor or contractor.

(E) **Contents of remaining bid and contract documents.** The contents and form of the remaining bid and contract documents shall be approved by the director of the using department, as well as the City Attorney.

(F) **Bidder's security.** When required by applicable law or determined necessary by the City Manager or purchasing agent, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by applicable law.

(G) **City's authority.** The city may reject any or all bids or proposals received, and may waive any minor irregularities in each bid or proposal received.

(H) **No bids or proposals received.** If no bids or proposals are received, the authorized contracting party may award the contract by any alternative purchasing procedure.

(I) **Award of contract.** The contract shall be awarded in accordance with §§ [3.08.060\(H\)](#), [3.08.070\(G\)](#), or [3.08.080\(H\)](#) as applicable. If two or more bids are the same and the lowest, the city may accept the one it chooses.

**SECTION 7. CEQA Findings.** The City Council finds that this Ordinance is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance merely amends the Corona Municipal Code to update the City's purchasing regulations. Thus, there is no possibility that adopting this Ordinance will have a significant effect on the environment and no further environmental analysis is required.

**SECTION 8. Invalidity; Severability.** If any sentence, cause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION 9. Effective Date of Ordinance.** The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen ( 15) days of its adoption cause it, or a summary of it, to be published in a newspaper of general circulation in the City of Corona. This Ordinance shall take effect and be in force on the 30th day after its adoption.

**PASSED, APPROVED AND ADOPTED this 4th day of January, 2023.**

\_\_\_\_\_  
Mayor of the City of Corona, California

**ATTEST:**

\_\_\_\_\_  
City Clerk of the City of Corona, California

**CERTIFICATION**

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this \_\_\_\_ (th) day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Corona, California

[SEAL]

**GOVERNMENT CODE - GOV**

**TITLE 1. GENERAL [100 - 7914]**

*( Title 1 enacted by Stats. 1943, Ch. 134. )*

**DIVISION 5. PUBLIC WORK AND PUBLIC PURCHASES [4000 - 4563]**

*( Division 5 enacted by Stats. 1943, Ch. 134. )*

**CHAPTER 10. Contracts with Private Architects, Engineering, Land Surveying, and Construction Project Management Firms [4525 - 4529.5]**

*( Heading of Chapter 10 amended by Stats. 1987, Ch. 698, Sec. 1. )*

**4525.**

For purposes of this chapter, the following terms have the following meaning:

(a) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.

(b) "State agency head" means the secretary, administrator, or head of a department, agency, or bureau of the State of California authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(c) "Local agency head" means the secretary, administrator, or head of a department, agency, or bureau of any city, county, city and county, whether general law or chartered, or any district which is authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(d) "Architectural, landscape architectural, engineering, environmental, and land surveying services" includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

(e) "Construction project management" means those services provided by a licensed architect, registered engineer, or licensed general contractor which meet the requirements of Section 4529.5 for management and supervision of work performed on state construction projects.

(f) "Environmental services" means those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws. "Environmental services" also includes the processing and awarding of claims pursuant to Chapter 6.75 (commencing with Section 25299.10) of Division 20 of the Health and Safety Code.

*(Amended by Stats. 1993, Ch. 432, Sec. 1. Effective September 24, 1993.)*

**ARTICLE 7. Purchases of Supplies and Equipment by Local Agencies [54201 - 54205]**

*( Heading of Article 7 renumbered from Article 6 by Stats. 1961, Ch. 84. )*

**54202.**

Every local agency shall adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment by the local agency. Purchases of supplies and equipment by the local agency shall be in accordance with said duly adopted policies and in accordance with all provisions of law governing same. No policy, procedure, or regulation shall be adopted which is inconsistent or in conflict with statute.

*(Added by Stats. 1957, Ch. 1912.)*



Staff Report

---

**File #:** 22-0951

---

**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/07/2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Legal and Risk Management

**SUBJECT:**

Ordinance setting commercial cannabis business tax rates pursuant to Measure G adopted by the voters.

**EXECUTIVE SUMMARY:**

Corona Municipal Code Chapter 3.38, enacted by Ordinance No. 3352 and approved by a majority vote at the November 8, 2022 General Municipal Election, establishes the maximum rate of the commercial cannabis business tax. Chapter 3.38 authorizes the City Council to downwardly adjust the rate of the tax without voter approval. The attached Ordinance No. 3359 sets the initial rates for the commercial cannabis business tax.

**RECOMMENDED ACTION:**

**That the City Council** introduce, by title only, and waive full reading of Ordinance No. 3359 setting commercial cannabis business tax rates.

**BACKGROUND & HISTORY:**

On October 21, 2020, the City Council adopted Ordinance No. 3321 adding Chapter 5.36 to the Corona Municipal Code ("CMC") to permit and regulate certain types of commercial cannabis businesses within the City. The City Council also adopted a resolution establishing Rules and Regulations for Permitting Commercial Cannabis Businesses, the most current version of which is set forth in Resolution No. 2021-022. Section V(C)(4)(c) of said Rules and Regulations requires commercial cannabis businesses operating within the City to pay an operating fee established by the City Council.

On July 6, 2022, the City Council adopted Resolution No. 2022-102 calling for the placement of a tax measure on the ballot for the November 8, 2022 General Municipal Election to establish a tax on commercial cannabis businesses operating within the City ("Cannabis Tax Measure"). If approved by a majority of the City voters, the Cannabis Tax Measure would add Chapter 3.38 to the CMC.

**ANALYSIS:**

The provisional results from the November 8, 2022 election indicate that the Cannabis Tax Measure was approved by a majority vote of eligible voters voting at the November 8, 2022 election.

CMC Section 3.38.030(B), enacted as part of the Cannabis Tax Measure, established the maximum rate of the commercial cannabis business tax as follows:

Retail sale (including delivery):	9%
Manufacturing and distribution:	7%
Testing laboratories:	3%
Illegal commercial cannabis businesses:	15%

CMC Section 3.38.040 provides that the City Council may, by ordinance, downwardly adjust the rate of the maximum tax without voter approval.

Based upon previous direction from the City Council, the attached Ordinance No. 3359 is presented for the City Council's consideration to set the initial tax rates for commercial cannabis businesses as follows:

Retail sale (including delivery):	7%
Manufacturing and distribution:	5%
Testing laboratories:	2%
Illegal commercial cannabis businesses:	15%

As discussed previously with the Council, the first three rates above are the same rates as those currently required to be paid by the cannabis businesses as their contractual operating fee (Section V (C)(4)(c) of Rules and Regulations for Permitting Commercial Cannabis Businesses). The above illegal cannabis business rate is designed not only to assist in recouping the City's illegal business enforcement efforts, both also as a deterrent.

CMC Section 3.38.030(B) also establishes a maximum tax rate of 15% for the operation of a commercial cannabis business that is not currently permitted by CMC Chapter 5.36. The intent for this provision was to have a voter approved tax rate for any other type of commercial cannabis business that may be permitted by the City in the future, such as cultivation. However, since the City does not currently permit any other type of commercial cannabis business, it is not necessary to establish an initial rate for all other cannabis businesses. If the City decides to permit other types of commercial cannabis businesses in the future, the City Council can adopt a separate ordinance to set the tax rate for those businesses.

Since the election results for the November 8, 2022 were not received from the County Registrar of Voters prior to the agenda deadline, the attached Ordinance No. 3359 was drafted to become effective 30 days after the second reading or 10 days after the election results are certified, whichever is later.

As directed by the City Council, with the adoption of the Cannabis Tax Measure, the City will not require the payment of or collect the operating fee set forth in Section V(C)(4)(c) of Rules and Regulations for Permitting Commercial Cannabis Businesses adopted pursuant to Resolution No. 2021-022.

**FINANCIAL IMPACT:**

It is estimated that the commercial cannabis tax will generate approximately \$5,000,000 annually.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt under the California Environmental Quality Act ("CEQA") Guidelines Section 15378(b)(5), which states that a project is exempt from CEQA if the activity relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of CEQA. The recommended action simply sets the initial tax rates for commercial cannabis businesses, and there is no possibility that this action will have a significant effect on the environment. Therefore, no further environmental analysis is required.

**PREPARED BY:** JAMIE RAYMOND, CHIEF DEPUTY CITY ATTORNEY

**REVIEWED BY:** DEAN DERLETH, CITY ATTORNEY/LRM DIRECTOR

**Attachments:**

1. Exhibit 1 - Ordinance No. 3359

## **ORDINANCE NO. 3359**

### **ORDINANCE OF THE CITY OF CORONA, CALIFORNIA SETTING COMMERCIAL CANNABIS BUSINESS TAX RATES PURSUANT TO MEASURE G ADOPTED BY THE VOTERS**

**WHEREAS**, on October 21, 2020, the City Council (“City Council”) of the City of Corona (“City”) approved Ordinance 3321 adding Chapter 5.36 to the Corona Municipal Code (“CMC”) to permit and regulate certain commercial cannabis businesses in the City’s manufacturing / industrial zones; and

**WHEREAS**, the City Council approved Ordinance No. 3327 on April 21, 2021 and Ordinance No. 3350 on June 15, 2022 to amend certain provisions in Chapter 5.36; and

**WHEREAS**, City Council adopted a resolution establishing Rules and Regulations for Permitting Commercial Cannabis Businesses, the most current version of which is set forth in Resolution No. 2021-022 (“Rules and Regulations”); and

**WHEREAS**, Section V(C)(4)(c) of the Rules and Regulations requires commercial cannabis businesses operating within the City to pay an operating fee established by the City Council; and

**WHEREAS**, on July 6, 2022, the City Council adopted Resolution No. 2022-102 calling for the placement of a General Tax Measure on the ballot for the November 8, 2022 General Municipal Election for the submission to qualified voters of a proposed ordinance establishing a tax on commercial cannabis businesses operating within the City (“Cannabis Tax Measure”); and

**WHEREAS**, as part of Resolution No. 2022-102, the City Council declared that if the Cannabis Tax Measure is approved by a majority vote of the qualified electors voting in the election, the City will not require the payment of or collect the operating fee set forth in Section V(C)(4)(c) of the Rules and Regulations; and

**WHEREAS**, on August 10, 2022, the City Council adopted Resolution No. 2022-108 to amend the ballot label/question for the Cannabis Tax Measure; and

**WHEREAS**, the Cannabis Tax Measure passed by a majority vote of eligible voters of the City of Corona voting at the November 8, 2022 General Municipal Election; and

**WHEREAS**, the Cannabis Tax Measure added CMC Chapter 3.38 entitled Commercial Cannabis Business Tax; and

**WHEREAS**, CMC Section 3.38.030(B) established the maximum rate of the commercial cannabis business tax at: (1) 9% of gross receipts for retail sale (including delivery);

(2) 7% of gross receipts for manufacturing and distribution; (3) 3% of gross receipts for testing laboratories; and (4) 15% of gross receipts for illegal commercial cannabis businesses; and

**WHEREAS**, CMC Section 3.38.040 further provides that the City Council may, by ordinance, downwardly adjust the rate of the tax imposed by CMC Chapter 3.38 without voter approval; and

**WHEREAS**, the City Council now wishes to set the tax rates for commercial cannabis businesses operating within the City.

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

**SECTION 1. Incorporation of Recitals.** The above Recitals are true and correct and are incorporated herein by reference.

**SECTION 2. Commercial Cannabis Business Tax Rates.** Pursuant to CMC Section 3.38.040, the City Council hereby sets the tax rates for commercial cannabis businesses as follows:

A. **Retail Sale.** For every person engaged in retail sale, the tax rate shall be seven percent (7%) of gross receipts, or fractional part thereof, generated by the commercial cannabis business.

B. **Manufacturing and Distribution.** For every person engaged in manufacturing or distribution, the tax rate shall be five percent (5%) of gross receipts, or fractional part thereof, generated by the commercial cannabis business.

C. **Testing Laboratory.** For every person engaged in the operation of a testing laboratory, the tax rate shall be two percent (2%) of gross receipts, or fractional part thereof, generated by the testing laboratory.

D. **Microbusiness.** For every person engaged in the operation of a microbusiness, the tax rate for the retail sale portion of the commercial cannabis business shall be seven percent (7%) of gross receipts, or fractional part thereof, generated by retail sales at the commercial cannabis business, and the tax rate for the manufacturing and distribution portions of the commercial cannabis business shall be five percent (5%) of gross receipts, or fractional part thereof, generated by manufacturing and distribution.

E. **Illegal Businesses.** For every person engaged in the operation of an illegal commercial cannabis business, the tax rate shall be fifteen percent (15%) of gross receipts, or fractional part thereof, generated by the commercial cannabis business.

**SECTION 3. Operating Fee.** Upon the effective date of this Ordinance, the City will not require the payment of or collect the operating fee set forth in Section V(C)(4)(c) of

Rules and Regulations for Permitting Commercial Cannabis Businesses adopted pursuant to Resolution No. 2021-022.

**SECTION 4. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

**SECTION 5. Certification/Publication.** The Mayor shall sign this ordinance and the City Clerk shall attest thereto and shall within fifteen days of its adoption cause it or a summary of it to be published in a newspaper published and circulated in the City of Corona.

**SECTION 6. Effective Date.** This Ordinance shall take effect thirty (30) days following its adoption by the City Council or ten (10) days after the City Council has certified the results of the election held on November 8, 2022, whichever is later.

**PASSED, APPROVED AND ADOPTED** this 4<sup>th</sup> day of January 2023.

**PASSED, APPROVED**

\_\_\_\_\_  
Mayor of the City of Corona, California

**ATTEST:**

\_\_\_\_\_  
City Clerk of the City of Corona

**CERTIFICATION**

I, SYLVIA EDWARDS, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held the 7<sup>th</sup> day of November, 2022 and thereafter at a regular meeting held on the 4<sup>th</sup> day of January, 2023, it was duly passed and adopted by the following vote of the Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 4<sup>th</sup> day of January 2023.

\_\_\_\_\_  
City Clerk of the City of Corona, California

(SEAL)