



# City of Corona

400 S. Vicentia Ave.  
Corona, CA 92882

## Agenda

### City Council

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

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

---

**Wednesday, January 16, 2019**

**5:30 PM**

**Closed Session Council Board Room**  
**Open Session Council Chambers**

---

**\*\*REVISED AGENDA - FILE NO. 19-0051 FROM CITY COUNCIL REPORTS WAS  
REMOVED.\*\***

### **5:30 P.M. CONVENE CLOSED SESSION**

#### **CITY COUNCIL**

- A. 19-0048** [CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION](#)  
[Pursuant to Government Code Section 54956.9\(d\)\(1\)](#)  
[Name of Case: Corona General Employees Association v. City of](#)  
[Corona](#)  
[Case Number: Public Employment Relations Board Case No. LA-CE](#)  
[1271-M](#)
- B. 19-0049** [CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION](#)  
[Pursuant to Government Code Section 54956.9\(d\)\(1\)](#)  
[Name of Case: Corona Supervisors Association v. City of Corona](#)  
[Case Number: Public Employment Relations Board Case No. LA-CE](#)  
[1245-M](#)

#### **INVOCATION**

#### **PLEDGE OF ALLEGIANCE - Girl Scout Troop# 2022**

### **6:30 P.M. CONVENE OPEN SESSION**

*Individuals wishing to address the City Council are requested to complete a Speakers Card available at the rear of the Council Chambers. Please deliver the card to the City Clerk prior to the item being heard by the City Council or, for items not listed on the agenda, before the "Oral Communications" section of the agenda is called. Please observe a three minute limit for communications and please note that the Oral*

*Communications section of the agenda is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Once called upon to speak, you are requested to state your name and address for the record.*

## 1. PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

- A. 19-0033 [Recognition: Joe Kelly - World Series Championship.](#)
- B. 19-0005 [Presentation: Southern California Edison's Public Safety Power Shutoff \(PSPS\).](#)
- C. 19-0039 [Presentation: Economic Development update on Corona 2020 Program, Corona Chamber of Commerce.](#)
- D. 19-0042 [Presentation: City Treasurer Investment Update.](#)

## 2. MEETING MINUTES

- A. 19-0032 [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Meeting of January 2, 2019.](#)

## 3. CONSENT CALENDAR

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

- A. 19-0037 [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority consideration to receive and file the Monthly Fiscal Report for the month of November 2018.](#)
- B. 19-0040 [City Council consideration of a Grading Agreement for mass grading and retaining walls for 2460, 2470, 2510, and 2520 Palisades Drive \(Tract Map 35590 Lots 4-7\) - On Point Commercial, LLC, a California Limited Liability Company.](#)

**Recommended action:** That the City Council authorize the Mayor to execute a Grading Agreement for mass grading between the City and On Point Commercial, LLC, a California Limited Liability Company.

- C. 19-0041 [City Council consideration of a Right-of-Way Encroachment License Agreement for Telecommunication Facilities between the City and MCIMetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services.](#)

**Recommended action:** That the City Council approve and authorize the Mayor to execute a

Right-of-Way Encroachment License Agreement for Telecommunication Facilities between the City and MCIMetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services.

- D. 19-0036 [City Council consideration of a Purchase Order for Harris Unity Radios and related accessories from Cazcom, Inc. dba Hi-Desert Communications in the amount of \\$119,664.72.](#)

**Recommended action:** That the City Council:

1. Make a determination under Corona Municipal Code (CMC) Section 3.08.130(B) that a competitive market does not exist and that no competitive advantage will be gained by the public bidding process since Cazcom, Inc. dba Hi-Desert Communications of Victorville, California, is the exclusive reseller authorized to sell Harris products, to be purchased as part of the Public Safety Enterprise Communication (PSEC) Radio Interoperability Capital Improvement Project.
2. Authorize the Purchasing Agent to issue a purchase order to Cazcom Inc. dba Hi-Desert Communications in the amount of \$119,664.72.
3. Authorize the City Manager and/or the Chief of Police, or their designees, to negotiate and execute any extensions and/or amendments which are either non-substantive and are otherwise consistent with or in furtherance of the City Council's actions hereunder.

- E. 19-0034 [City Council consideration of Resolution No. 2019-001, certifying the results of an election and adding territory to Community Facilities District No. 2016-1 \(Public Services\) of the City of Corona \(Annexation No. 12\).](#)

**Recommended action:** That the City Council adopt Resolution No. 2019-001 certifying the results of an election and adding territory to Community Facilities District No. 2016-1 (Public Services) of the City of Corona (Annexation No. 12).

- F. 19-0045 [City Council consideration of a purchase order for Zoll Auto Pulse equipment in the amount of \\$153,220.50 and General Fund appropriation of \\$153,220.50.](#)

**Recommended action:** That the City Council:

1. Approve the purchase of 10 Zoll AutoPulse Cardiopulmonary resuscitation (CPR) Units pursuant to Corona Municipal Code 3.08.140 (E) as Exceptions to Competitive Bidding - Non-Public Projects, the purpose of bidding is otherwise accomplished.
2. Authorize the Purchasing Manager to issue purchase orders to Zoll Medical Corporation in the amount of \$153,220.50.

3. Authorize the appropriation of \$153,220.50 from the unappropriated General Fund Balance-City Equipment Reserve, to the Fire Department's operating budget for the purchase of 10 Zoll AutoPulse CPR Units.

#### 4. ORAL COMMUNICATIONS FROM THE PUBLIC

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

- A. Non-Profit Organizations
- B. General Public Comments

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

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

- A. 19-0035 [Public Hearing for City Council consideration of Resolution No. 2019-002, calling special election and Resolution No. 2019-003, declaring the results of the special election for Community Facilities District No. 2016-3 \(Maintenance Services\) of the City of Corona on the proposition of the annual levy of special taxes within the territory proposed to be annexed \(Annexation No. 9\).](#)

**Recommended action:** That the City Council:

1. Adopt Resolution No. 2019-002 calling special election and submitting to the qualified electors of territory proposed to be annexed to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona the question of levying special taxes within the territory proposed to be annexed (Annexation No. 9).
2. Adopt Resolution No. 2019-003 declaring the results of the special election for Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona on the proposition of the annual levy of special taxes within the territory proposed to be annexed to said Community Facilities District to pay the costs of certain services to be provided by the Community Facilities District, determining that the territory proposed to be annexed is added to and part of said Community Facilities District with full



legal effect (Annexation No. 9).

## 6. LEGISLATIVE MATTERS

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

## 7. REPORTS FROM CITY COMMISSIONS, COMMITTEES, AND BOARDS

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

## 8. CITY COUNCIL WRITTEN COMMITTEE REPORTS

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

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

- A. 19-0050 [Update from Council Member Wes Speake on the Western Riverside County Regional Conservation Authority \(RCA\) meeting of January 7, 2019.](#)
- B. 19-0055 [Update from Vice Mayor Jim Steiner on the Riverside County Transportation Commission \(RCTC\) meeting of January 9, 2019.](#)

## 10. ADMINISTRATIVE REPORTS

## 11. CITY ATTORNEY'S REPORTS

## 12. CITY MANAGER'S REPORTS

- A. 19-0043 [Presentation: Citywide Audits.](#)

## 13. CITY COUNCIL MEMBER REPORTS

A. Council Member Wes Speake

- 1. 19-0052 [City Council consideration to authorize a peer review process for the McKinley Grade Separation Project.](#)

## 14. CITY ATTORNEY'S COMMENTS

## 15. CITY MANAGER'S COMMENTS

## 16. CITY COUNCIL MEMBER COMMENTS

A. Council Member Yolanda Carrillo

B. Council Member Jacque Casillas

C. Council Member Wes Speake

D. Vice Mayor Jim Steiner

E. Mayor Jason Scott

1.      **19-0030**            [2019 City Council Meetings Schedule.](#)
2.      **19-0031**            [2019 Study Session Schedule.](#)
3.      **19-0053**            [Creation and appointment of new Council Committee as the 2019 Ad Hoc Committee on Homelessness Resources.](#)

## 17. ADJOURNMENT

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

*Corona City Hall - Online, All the Time at [www.CoronaCA.gov](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 and the Corona Public Library. 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 and the Corona Public Library.*

*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*

# SOUTHERN CALIFORNIA EDISON

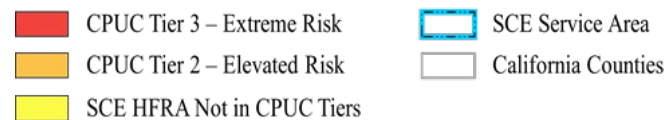
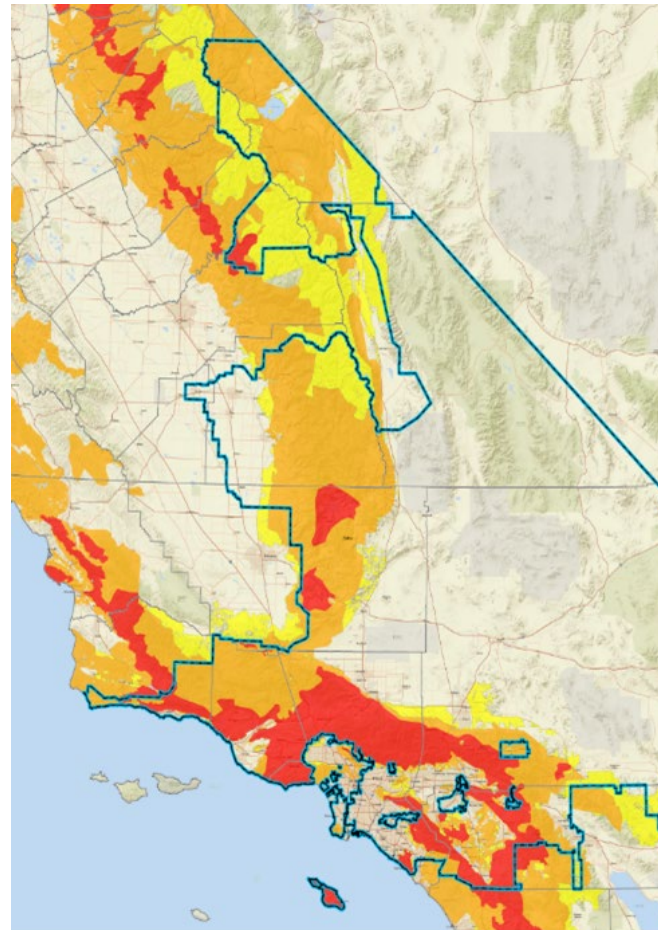
## Wildfire Mitigation, Safety & Grid Resiliency

City of Corona  
January 16, 2019



Energy for What's Ahead<sup>®</sup>

# SCE Service Territory



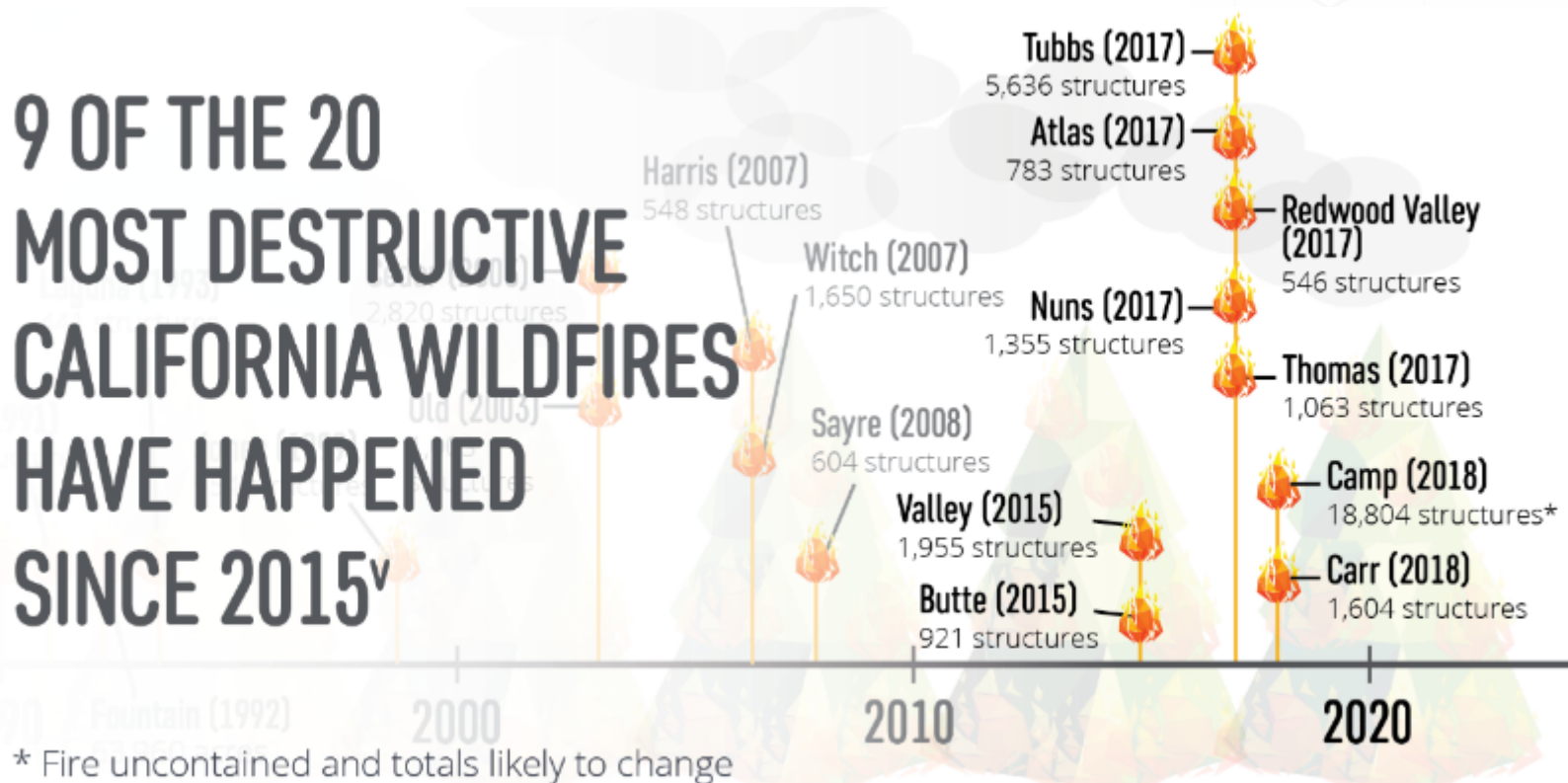
Source: <http://www.cpuc.ca.gov/firethreatmaps>

# California's Wildfire Risk

**Year-Round Fire Season:** Changes to California's climate means that the traditional notion of a fire "season" no longer exists

**Hazardous fuel is building up:** 9M acres of land contain ready-to-burn kindling from nearly 129M trees that have been killed or weakened by drought and bark beetle infestation

9 OF THE 20  
MOST DESTRUCTIVE  
CALIFORNIA WILDFIRES  
HAVE HAPPENED  
SINCE 2015<sup>v</sup>





# SCE's Wildfire Mitigation Strategy

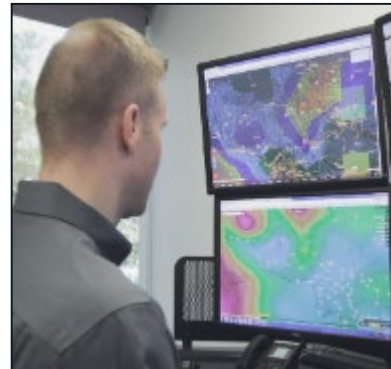
We have long taken substantial steps to reduce the risk of wildfires and are proposing enhancements

**Long-Standing  
Operational  
Practices**

**Investing in  
System  
Hardening  
of Electric Grid**

**Bolstering  
Situational  
Awareness  
Capabilities**

**Enhancing  
Operational  
Practices**



10

# System Hardening Elements

## Hardened System

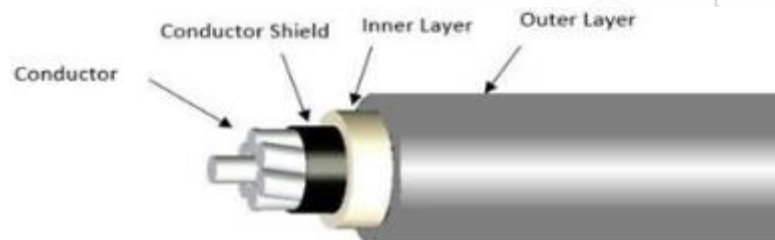


Fire-resistant poles,  
crossarms and insulators

Covered conductors/  
insulated wire wrap

Fast-acting fuses and  
advanced lightning  
arrestors

## Cross Section of Covered Conductor



SCE crews are installing **4,000** circuit miles of covered conductor planned in a multi-year **Grid Resiliency Program** across the high fire risk areas in advance of CPUC application filing.

## Current Limiting Fuses



**Fault  
Tamer**



**X-Limiter CLF**

- **20+** in-house certified arborists
- **800+** pruning contractors with **60** more crews added June/July 2018
- **900,000** trees inspected annually
- **700,000** pruned per year; **400,000** trees in high fire risk areas
- Dead, dying, diseased tree removal; total drought and bark beetle trees removed in 2017 was **39,000**
- Expanding use of Light Detection and Ranging (LiDAR) technology, an advanced laser surveying method, to enhance vegetation management in remote areas of our service territory
- Joint patrols with fire agencies



# Fire and Severe Weather Monitoring



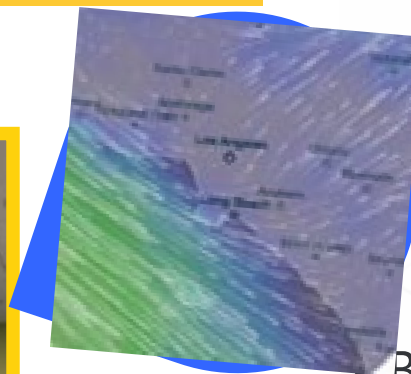
## Weather Stations

- Hi-Res Data
- Local Weather



## Situational Awareness Center

- 24/7 monitoring
- SCE meteorologists



## Advanced Weather Modeling

- Better Forecasting
- Advanced Warning



## Fire Monitoring Cameras

- High-Definition
- Remote-controlled

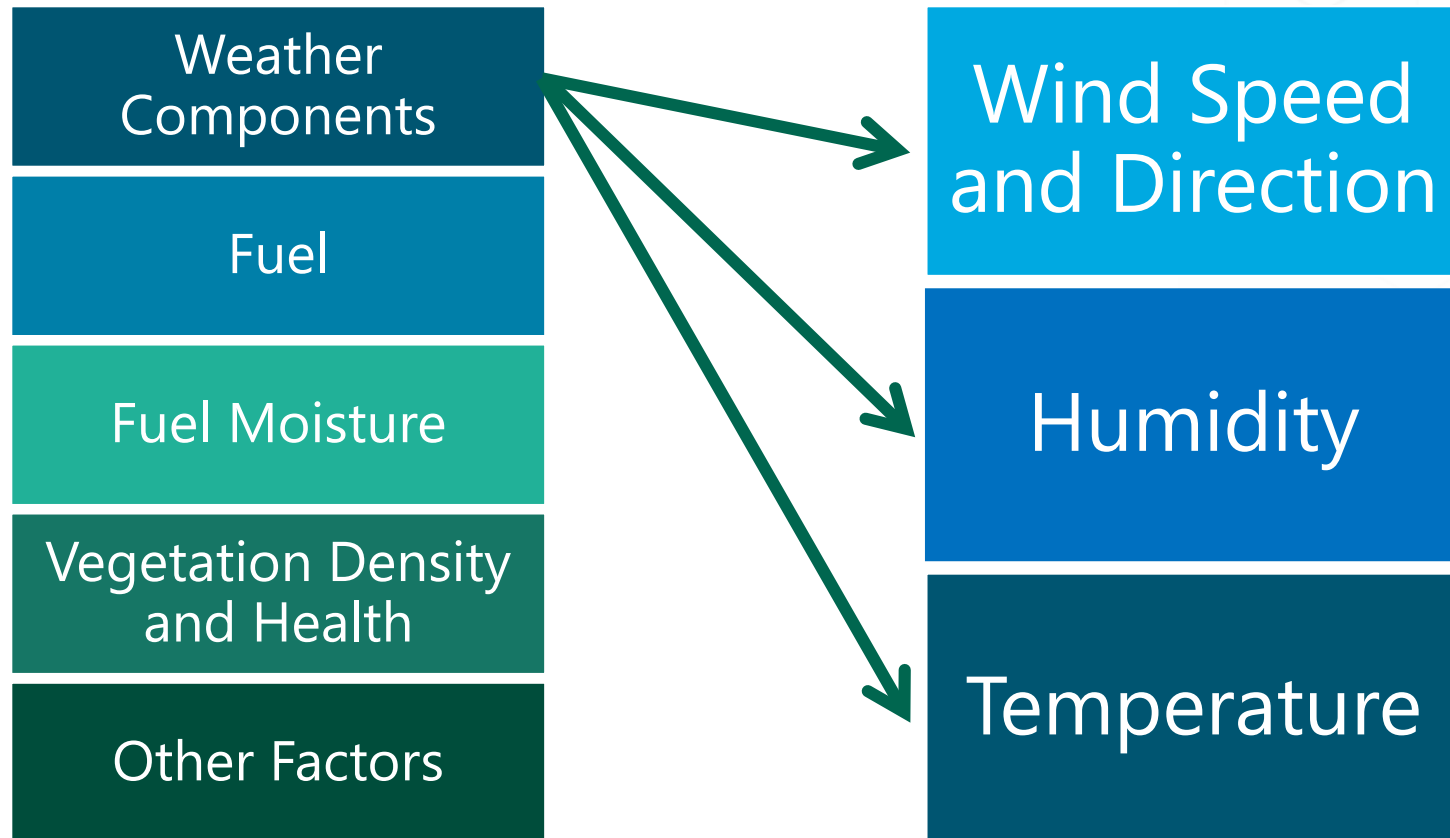
Fire Cameras: [www.alertwildfire.org](http://www.alertwildfire.org)

# Public Safety Power Shutoff (PSPS)

- De-energization to **prevent wildfire ignitions**
- Used only in **most extreme weather conditions**
- Limited to **impacted circuits** in high fire risk areas
- Red Flag Warning **does not** mean a PSPS will be called
- Actual frequency of PSPS events will depend on various weather and environmental factors
- **Critical Care Customer Notifications**

# PSPS Used Only During Extreme Fire Weather Conditions

- Significantly **increased risk of ignition**
- Fires can grow rapidly, burn intensely, and/or erratically



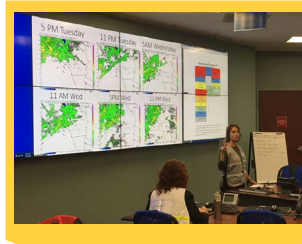
# Public Safety Power Shutoff - Considerations

Many factors inform decision to turn power off. Factors include but are not limited to:

- **Real-time conditions**
  - Weather station data
  - Trained field personnel in local area
- **Input from fire authorities and Emergency Management Personnel**
  - Evacuation orders / status
  - Impact on essential services
  - Location of evacuation centers
  - Other emergency operations



# PUBLIC SAFETY POWER SHUTOFF: TIMELINE



4-7 DAYS  
AHEAD

3 DAYS  
AHEAD

2 DAYS  
AHEAD

1 DAY  
AHEAD

POWER  
SHUTOFF

POWER  
RESTORATION

Forecast Weather &  
Fire Conditions

1<sup>st</sup> Notification  
PSPS Possible

3<sup>rd</sup> Notification  
Power Shutoff

Incident Responders On Alert

2<sup>nd</sup> Notification  
PSPS Likely

4<sup>th</sup> Notification  
Power Restored

**NOTE: Actual weather conditions and other circumstances beyond our control may impact coordination and advance notification efforts**

# CORONA AND SCE

- Multiple PSPS circuits identified within City
- SCE circuits that feed Corona electric utility (WDAT) on PSPS list
  - Interpace, Owens, Porphyry
- Coordination with public safety partners and city utility

# COMMUNITY OUTREACH

---

- **Direct Mail**
- **Social Media**
- **Community Meetings**
- **Online Tools**
  - [www.sce.com/wildfire](http://www.sce.com/wildfire)
  - [www.cpuc.ca.gov/deenergization](http://www.cpuc.ca.gov/deenergization)
  - <http://www.cpuc.ca.gov/firethreatmaps/>

# CITY TREASURER UPDATE

## JANUARY 2019

### CHAD WILLARDSON

---







# What does the City Treasurer do?

The mission of the City Treasurer in Corona is to enhance the economic status of the City while protecting its assets and maximizing the efficiency of the management of the City's funds through prudent investment. The Finance Department supports the City Treasurer in obtaining these goals. Duties include:

- Manage the City's investment portfolio and monitor investment activity
- Review investment strategy and recommend ways to improve the financial results of the portfolio
- Manage the City's relationship with investment advisors, brokers and custodial banks
- Review and make recommendations for modification to the list of permitted investments
- Review and make recommendations regarding the City's Investment Policy
- Monitor and research changes in legislation which govern the management of public investments
- Review investment portfolio for conformance to the CA Gov't. Code and the City's Investment Policy
- Review daily cash management and investment reports to maximize the use of the City's idle cash
- Provide monthly Investment Reports to the City Manager and City Council
- Prepare investment revenue and yield estimates and investment updates for annual budget
- Maintain investment procedures to ensure the portfolio is consistent with the Investment Policy
- Conduct quarterly meetings with the Treasury Committee regarding the investment portfolio
- Invest within the stated portfolio objectives of safety, liquidity and yield



# Notable Changes Implemented Since November 2016

- Nov/Dec 2016: Completed an investment analysis of the City of Corona Portfolio holdings with my team at Pacific Capital.
- March/April 2017: Reviewed portfolio, did a “Historical Cash and Portfolio Segmentation Analysis” with Chandler Asset Management and City Staff members to see how we could increase annual income earnings for our City.
- May 2017: Increased communication process to have monthly calls regarding cash flow, cash position, and decisions on moving money from cash to the investment portfolio.
- May/Oct 2017: Put an additional \$30 million to work in 2017, from money market funds into higher-income investments.



# Investment Progress – City of Corona

## ▣ 2016 Summary: Baseline for comparison

- \$2,730,178 income earned
- 1.46% Average income yield of new investments bought
- 1.17% Average income yield of total portfolio
- Cash funds (LAIF) earning .67% income yield

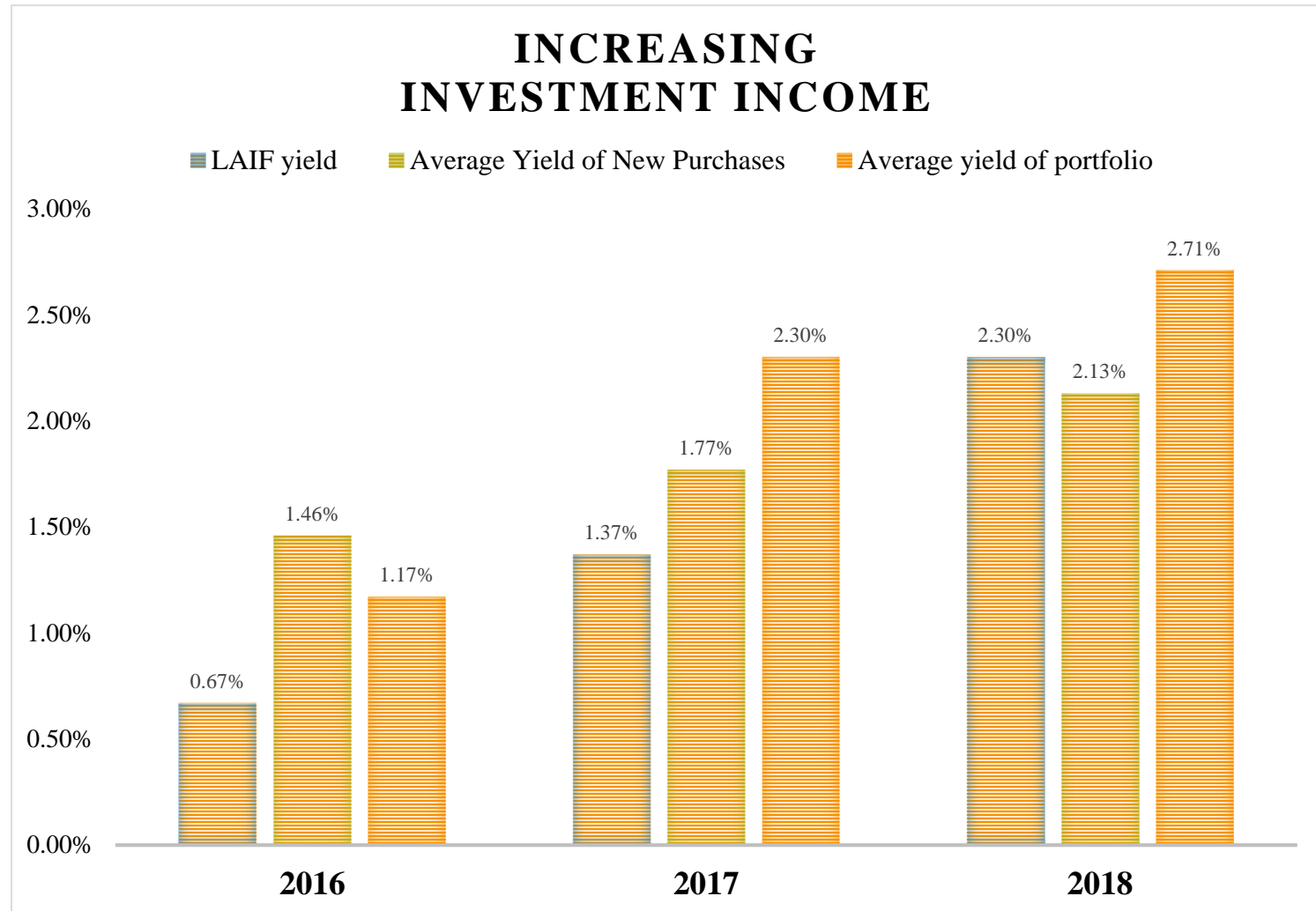
## ▣ 2017 Summary

- \$3,272,917 income earned *(+19.9% Increase)*
- 1.77% Average income yield of new investments bought *(+21.2% Increase)*
- 2.30% Average income yield of total portfolio *(+96.6% Increase)*
- Cash funds (LAIF) earning 1.37% income yield *(+96.6% Increase)*

## ▣ 2018 Summary

- \$4,418,731 income earned *(+62% Increase)*
- 2.13% Average income yield of new investments bought *(+46% Increase)*
- 2.71% Average income yield of total portfolio *(+131% Increase)*
- Cash funds (LAIF) earning 2.3% income yield *(+243% Increase)*

# Investment Progress – City of Corona



# City of Corona

400 S. Vicentia Ave.  
Corona, CA 92882



## Minutes - Draft

Wednesday, January 2, 2019

6:00 PM

Closed Session Council Board Room  
Open Session Council Chambers

## City Council

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

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

**6:00 P.M. CONVENE CLOSED SESSION****CITY COUNCIL**

- A.     [19-0009](#)     CONFERENCE WITH REAL PROPERTY NEGOTIATIONS Pursuant to  
Government Code Section 54956.8  
Property Location: 514 W. Sixth Street (APN:117-172-001)  
Agency Negotiator: Darrell Talbert  
Negotiating Party: Value Investment Pros  
Under Negotiation: Price and Terms of Payment

Rollcall

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

**INVOCATION****PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Scott.

**6:30 P.M. CONVENE OPEN SESSION**

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

**1. PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS**

None.

**2. ORAL COMMUNICATIONS FROM THE PUBLIC**

A. Non-Profit Organizations

None.

B. General Public Comments

Andy Rogozinski, resident, addressed the Council and expressed concerns with the delay of the relocation of the Chuck Wagon.

Scott Goodwin, resident, addressed the Council and expressed concerns with power outage in his neighborhood. He noted that he receives his service from the Corona Water and Power.

Mary Correa Walton, resident, addressed the Council and expressed concerns with the closure of the Senior Center.

Chris McCoy, resident, addressed the Council and expressed his desire

for an ethics and term limit reform.

### 3. MEETING MINUTES

**A motion was made by Speake, seconded by Carrillo, that these Minutes be accepted. The motion carried by the following vote:**

**Aye:** 5 - Scott, Casillas, Steiner, Carrillo, and Speake

- A. [19-0004](#) Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Meeting of December 19, 2018.

**These Minutes were approved.**

### 4. CONSENT CALENDAR

**A motion was made by Council Member Casillas, seconded by Carrillo, that the Consent Calendar be accepted with the exception of items 4A, 4C, 4D and 4E which were voted on separately. The motion carried by the following vote:**

**Aye:** 5 - Scott, Casillas, Steiner, Carrillo, and Speake

- A. [19-0007](#) City Council adoption of Ordinance No. 3285, second reading of an ordinance of the City of Corona, California approving the First Amendment to the Arantine Hills Development Agreement with Arantine Hills Holding, L.P., to add 31.2 acres of real property located southeast of and immediately adjacent to the existing Arantine Hills development situated west of Interstate 15 and south of Cajalco Road, in Corona, California and to thereby extend the development rights and obligations of the Arantine Hills Development Agreement to such additional real property, pursuant to California Government Code Section 65864 ET SEQ. (DA15-001)

The following residents addressed the Council in opposition of the proposed item: Tom Richins and Don Fuller

**A motion was made by Speake, seconded by Steiner, that this Legislative Matters- Second Reading be accepted. The motion carried by the following vote:**

**Aye:** 5 - Scott, Casillas, Steiner, Carrillo, and Speake

- B. [19-0008](#) City Council adoption of Ordinance No. 3286, second reading of an ordinance of the City of Corona, California, approving amendment No. 2 to the Arantine Hills Specific Plan (SP09-001) located west of Interstate 15, south of Eagle Glen Parkway to incorporate additional land to the specific plan boundary, amend the acreage, land use designation and allocation of residential units among the planning areas within the specific plan area, and establish applicable development standards. (SPA2018-0001)

**This Legislative Matters- Second Reading was accepted.**

- C. [19-0001](#) City Council consideration to authorize the Mayor to execute Grading Agreements for Tract 36541-1 and Tract 36541- Lennar Homes of California Inc., a California corporation.

Chris McCoy, resident, addressed the Council in opposition of the proposed item.

Council Member Casillas inquired about the Environmental Analysis. Nelson Nelson, Public Works Director, provided clarification.

**A motion was made by Speake, seconded by Casillas, that this Agreement be accepted. The motion carried by the following vote:**

**Aye:** 5 - Scott, Casillas, Steiner, Carrillo, and Speake

- D. [19-0002](#) City Council consideration to authorize the City Manager to execute the Termination Agreement with Riverside County Flood Control and Water Conservation District for the construction of the Lincoln Avenue Reclaimed Pipeline Project.

Vice Mayor Steiner and Council Member Speake had various inquires regarding the proposed item. Tom Moody, Department of Water and Power General Manager, provided clarification.

**A motion was made by Steiner, seconded by Carrillo, that this Agreement be accepted. The motion carried by the following vote:**

**Aye:** 5 - Scott, Casillas, Steiner, Carrillo, and Speake

- E. [19-0003](#) City Council consideration to adopt the Plans and Specifications for the Foothill Parkway Westerly Extension Mitigation, Project No. 04-0396, and award the bid.

Council Member Speake and Council Member Casillas had inquires regarding the proposed item. Nelson Nelson, Public Works Director, and Dean Derleth, City Attorney, provided clarification.

The following residents addressed the Council in opposition of the proposed item: Joe Morgan, Tony Daddario

Michael Maryniewski, HELIX Environmental Construction Group Inc. Representative, addressed the Council in support of the proposed item.

**A motion was made by Carrillo, seconded by Casillas that this Plans & Specification be accepted. The motion carried by the following vote:**

**Aye:** 5 - Scott, Casillas, Steiner, Carrillo, and Speake

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

None.

## 6. LEGISLATIVE MATTERS



None.

## **7. REPORTS FROM CITY COMMISSIONS, COMMITTEES, AND BOARDS**

None.

## **8. CITY COUNCIL WRITTEN COMMITTEE REPORTS**

None.

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

None.

## **10. ADMINISTRATIVE REPORTS**

None.

## **11. CITY ATTORNEY'S REPORTS**

None.

## **12. CITY MANAGER'S REPORTS**

None.

## **13. CITY COUNCIL MEMBER REPORTS**

None.

## **14. CITY ATTORNEY'S COMMENTS**

None.

## **15. CITY MANAGER'S COMMENTS**

None.

## **16. CITY COUNCIL MEMBER COMMENTS**

None.

### **A. Council Member Yolanda Carrillo**

Council Member Carrillo suggested that the Citizens Academy move forward and stated the need for a plan and process to get it accomplished.

### **B. Council Member Jacque Casillas**

Council Member Casillas announced the reopening of the Corona

Courthouse. She thanked Assemblymember Cervantes and Senator Roth for securing the funds for the reopening.

She briefly discussed the retail situation in Corona. She announced that a panel of industry experts will be speaking at City Hall on January 11th and encouraged the public to attend.

Council Member Casillas reported that she met with Nelson Nelson, Public Works Director regarding the Corona Cruiser and Vintage Terrace community.

She stated her support for Council Member Speake's suggestions about a peer review of the McKinley Grade Separation.

#### [19-0022](#)

Appointment to the Planning and Housing Commission

Council Member Casillas appointed Viren Shah to the Planning and Housing Commission.

#### [19-0023](#)

Appointment to the Parks and Recreation Commission

Council Member Casillas appointed Christina Arizpuro to the Parks and Recreation Commission.

### C. Council Member Wes Speake

Council Member Speake addressed comments made during Oral Communication regarding power outages. He requested that the Department of Water and Power and IT staff communicate proper information to the public about circuits.

Council Member Speake reported that he met with Nelson Nelson, Public Works Director regarding the Alcoa Dike project and McKinley Grade Separation.

He noted he met with Joanne Coletta, Community Development and Darrell Talbert, City Manager regarding looking at additional areas that are currently zoned as residential to be changed to commercial or industrial areas.

#### [19-0024](#)

Appointment to the Planning and Housing Commission

Council Member Speake appointed Alisha Padilla-Vacarro to the Planning

and Housing Commission.

[19-0025](#)

Appointment to the Parks and Recreation Commission  
Council Member Speake re-appointed Michele Wentworth to the Parks and Recreation Commission.

D. Vice Mayor Jim Steiner

Vice Mayor Steiner inquired about a Homelessness Study Session.  
Michele Nissen, Assistant City Manager provided clarification.

Vice Mayor Steiner stated that he would like the Study Session to include a City Net presentation, an update regarding their meeting with the Riverside County Homeless Coordinator, presentation from the HOPE team, information regarding the previous homeless task force, and the status of the lease of the Corona Norco Rescue Mission.

He reported he met with Darrell Talbert, City Manager and Kerry Eden, Administrative Services Director/ Assistant City Manager regarding city audits. He requested that a presentation regarding their discussion be provided at the January 16th Council meeting.

Vice Mayor Steiner reported that Southern California Edison will be making a presentation regarding the Public Safety Power Shutdown at the January 16th Council meeting.

He stated he has the same concerns as Council Member Casillas regarding the retail situation in Corona and voiced his support for the Citizens' Academy.

Vice Mayor Steiner thanked Tom Moody, Department of Water and Power Director and his staff for their work to fix the recent sewer line break in Green River.

[19-0026](#)

Appointment to the Planning and Housing Commission

Vice Mayor Steiner appointed Karen Alexander to the Planning and Housing.

[19-0027](#)

Appointment to the Parks and Recreation Commission

Vice Mayor Steiner appointed Elizabeth McCreary to the Parks and Recreation Commission.

E. Mayor Jason Scott

Mayor Scott discussed the closure of City Hall between Christmas Eve and New Year's Day and asks that staff look into doing it this year.

**A motion was made by Scott, seconded by Steiner, that these appointments be accepted. The motion carried by the following vote:**

**Aye:** 5 - Scott, Casillas, Steiner, Carrillo, and Speake

[19-0028](#)

Appointment to the Northwest Mosquito and Vector Control District

Mayor Scott appointed Karen Alexander to the Northwest Mosquito and Vector Control District

[19-0029](#)

Appointment to the Bedford-Coldwater Groundwater Sustainability Authority

Mayor Scott appointed Council Member Casillas to the Bedford-Coldwater Groundwater Sustainability Authority

## 17. ADJOURNMENT

Mayor Scott adjourned the meeting at 7:47 p.m.



## MEMORANDUM

**January 16, 2019**

**TO:** City Clerk

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

**SUBJECT:** Monthly Fiscal Report, November 2018

---

Pursuant to CMC Section 2.28.010 (D) the attached report provides an accounting of all receipts, disbursements and fund balances for the month of November 2018, subject to final audit.

Prepared By:

Reviewed By:

DocuSigned by:

*Bernadette Merced*

Financial Analyst I

DocuSigned by:

*Jennifer Schaefer*

Finance Manager

Respectfully submitted:

DocuSigned by:

*Chad Willardson*

City Treasurer

DocuSigned by:

*Kerry D. Eden*

Assistant City Manager/  
Administrative Services Director

Attachment



## CITY OF CORONA

## Receipts and Disbursements

November 30, 2018

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	\$ 3,134,287.69	\$ 42,795,938.69	\$ 36,379,765.40	\$ 9,550,460.98
Deposits in Transit	530,046.49	661,959.90	530,046.49	661,959.90
Outstanding Checks	(1,011,942.07)	1,011,942.07	7,601,317.88	(7,601,317.88)
Fiscal Agents	33,409,545.97	56,899.47	3,306,978.23	30,159,467.21
Developer Escrow Accounts	309,083.54	675.77	0.00	309,759.31
Investments	274,937,652.69	26,818,797.90	32,302,994.47	269,453,456.12
Change Fund	10,075.00	0.00	0.00	10,075.00
Returned Checks	100,872.01	37,376.57	77,922.48	60,326.10
Credit Card Reconciling Items	0.00	0.00	2,161.86	(2,161.86)
Miscellaneous Reconciling Items	0.00	395.67	0.00	395.67
<b>TOTAL</b>	<b>\$ 311,419,621.32</b>	<b>\$ 71,383,986.04</b>	<b>\$ 80,201,186.81</b>	<b>\$ 302,602,420.55</b>

\*For information purposes only

*Subject to final audit*



**CITY OF CORONA**  
**Cash Balance By Fund**  
**November 30, 2018**

General Fund		\$ 63,288,851.44
Special Revenue Funds		
Gas Tax	5,324,178.05	
Measure A	12,840,590.93	
Trip Reduction	1,159,530.44	
Asset Forfeiture	450,179.79	
Development	26,265,896.23	
Residential Refuse/Recycling	158,755.40	
Landscape and Streetlight Maintenance	17,528,053.66	
Other Grants and Endowments	667,212.18	64,394,396.68
Debt Service Funds		
Public Financing Authority	1,611.34	1,611.34
Capital Project Funds		
Housing/Community Development	(567,600.05)	
Planned Local Drainage	26,393.35	
Other Grants	(2,514,526.67)	
Public Facility Project	(616,367.39)	
Housing Authority	7,126,153.34	3,454,052.58
Enterprise Funds		
Water Utility	30,831,650.28	
Water Reclamation Utility	61,159,294.34	
Transit	1,185,249.36	
Electric Utility	19,148,771.57	
Airport	618,788.69	112,943,754.24
Internal Service Funds		
Fleet Operations	6,797,126.94	
Workers' Compensation	23,162,805.10	
Liability Risk	1,718,138.02	
Warehouse Services	293,453.58	
Information Technology	(2,450,175.24)	29,521,348.40
Fiduciary Funds		
AD & CFD Bond Funds	20,645,507.37	
AB109 PACT	856,056.19	
Successor Agency	7,496,842.31	28,998,405.87
Total All Funds		<u>\$ 302,602,420.55</u>

*Subject to final audit*



**CITY OF CORONA**  
**Cash Status Report**  
**November 30, 2018**

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	\$ 29,636,665.31	\$ -	\$ -	\$ -	\$ 29,636,665.31
Investment Account	239,816,790.81				239,816,790.81
Investment Total	269,453,456.12				269,453,456.12
General Account - Bank of America	9,333,200.16	560,187.20	(7,581,888.69)	58,559.91	2,370,058.58
Worker's Comp Account (Sedgwick) - Bank of America	0.00				0.00
Worker's Comp Account (Admisure) - Bank of America	217,260.82	101,772.70	(19,429.19)		299,604.33
Fiscal Agent Accounts	30,159,467.21				30,159,467.21
Escrow Accounts	309,759.31				309,759.31
Petty Cash	10,075.00				10,075.00
BALANCE PER BOOKS OF CITY TREASURER & ADMINISTRATIVE SERVICES DIRECTOR	\$ 309,483,218.62	\$ 661,959.90	\$ (7,601,317.88)	\$ 58,559.91	302,602,420.55
GENERAL LEDGER GRAND TOTAL					<u>\$ 302,602,420.55</u>
Subject to final audit					





**CITY OF CORONA**  
**Investment Portfolio Report**  
**November 30, 2018**

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO	YIELD TO MATURITY
ABS	\$ 17,645,521.66	\$ 17,517,984.47	\$ 17,542,747.11	6.51%	
Agency	73,695,000.00	71,771,962.91	73,383,799.87	27.23%	3.761
CMO	11,460,000.00	11,486,534.02	11,756,903.44	4.36%	
Foreign Corporate	1,910,000.00	1,902,317.98	1,904,461.00	0.71%	
LAIF	29,636,665.31	29,636,665.31	29,636,665.31	11.00%	0.680
Money Market Fund FI	475,196.72	475,196.72	475,196.72	0.18%	0.150
Supranational	17,285,000.00	16,873,424.72	17,175,779.10	6.37%	
US Corporate	67,753,000.00	66,345,073.08	67,405,752.94	25.02%	4.090
US Treasury	50,475,000.00	49,039,905.65	50,172,150.63	18.62%	4.337
<hr/>					
TOTAL PORTFOLIO	\$ 270,335,383.69	\$ 265,049,064.86	\$ 269,453,456.12	100.00%	2.105
<hr/>					
Average Daily Balance			\$ 274,984,877.00		

*Subject to final audit*



Agenda Report

---

File #: 19-0040

---

**AGENDA REPORT  
REQUEST FOR CITY COUNCIL ACTION**

DATE: 1/16/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

**SUBJECT:**

City Council consideration of a Grading Agreement for mass grading and retaining walls for 2460, 2470, 2510, and 2520 Palisades Drive (Tract Map 35590 Lots 4-7) - On Point Commercial, LLC, a California Limited Liability Company.

**RECOMMENDED ACTION:**

That the City Council authorize the Mayor to execute a Grading Agreement for mass grading between the City and On Point Commercial, LLC, a California Limited Liability Company.

**ANALYSIS:**

Tract Map 35590 was originally approved by the City Council on December 19, 2012, to subdivide approximately 38 acres located at the southwest corner of Serfas Club Drive and Palisades Road. The entitlement had two map phases: Tract 35590-1 (Phase I) and Tract 35590 (Phase II), both of which have been recorded. Phase I included the construction of an apartment complex on the easterly portion of the site, and Phase II was for the construction of 7 industrial lots in the Mixed Use Zone of the Sierra Del Oro Specific Plan (SP85-2). All of Phase I and the three westerly industrial lots of Phase II have completed construction. A developer is now seeking permits to begin construction on the remaining four lots of Phase II, located at 2460, 2470, 2510, and 2520 Palisades Drive (Tract Map 35590 Lots 4-7), as shown on Exhibit "A."

In compliance with the City's Grading Ordinance No. 2568, the owner will enter into a Grading Agreement to secure the mass grading and retaining wall operations. The grading design conforms to the Grading Ordinance and is consistent with sound engineering standards and practices. The elevation design minimizes significant height and slope differentials from surrounding properties, while maintaining the City's obligation to protect the health and safety of citizens and property. A cash deposit has been posted to guarantee erosion control facilities which will be constructed and be maintained until the project is completed.

Securities have been posted as detailed below:

PWGP18-00064	Faithful Performance		Erosion Control	
	Security No.	Amount	Security No.	Amount
Mass Grading and Retaining Wall Improvements	100422317	\$ 165,600.00	Cash Deposit	\$ 13,800.00

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

Not applicable.

**FISCAL IMPACT:**

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

	Fee Type	Amount
2460, 2470, 2510, and 2520 Palisades Drive Mass Grading and Erosion Control - PWGR2018-0048	Plan Check	\$8,275.00

**ENVIRONMENTAL ANALYSIS:**

Per Section 15070 of the Guidelines for implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local CEQA Guidelines, a mitigated negative declaration and mitigation monitoring plan was prepared for tentative tract map 35590, and adopted by the City Council on December 19, 2012. However, this specific action before the Council now is exempt pursuant to Section 15061(b)(3) of CEQA, which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves agreements that provide security to guarantee completion of improvements that are required in connection with a ministerial permit, and there is no possibility that approving these agreements will have a significant effect on the environment. Therefore, no further environmental analysis is required.

**PREPARED BY:** CHRISTOPHER L. HORN, P.E., SENIOR CIVIL ENGINEER

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

**REVIEWED BY:** NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

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

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

Exhibit "A" - Location Map

Attachment: Grading Agreement

Owner: On Point Commercial, LLC  
1663 Commerce St.  
Corona, Ca 92880

Civil Engineer: Steve Ellis, P.E.  
Fuscoe Engineering  
2850 Inland Empire Blvd, Suite B  
Ontario, CA 91764



Agenda Report

---

File #: 19-0040

---

**AGENDA REPORT  
REQUEST FOR CITY COUNCIL ACTION**

DATE: 1/16/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

**SUBJECT:**

City Council consideration of a Grading Agreement for mass grading and retaining walls for 2460, 2470, 2510, and 2520 Palisades Drive (Tract Map 35590 Lots 4-7) - On Point Commercial, LLC, a California Limited Liability Company.

**RECOMMENDED ACTION:**

That the City Council authorize the Mayor to execute a Grading Agreement for mass grading between the City and On Point Commercial, LLC, a California Limited Liability Company.

**ANALYSIS:**

Tract Map 35590 was originally approved by the City Council on December 19, 2012, to subdivide approximately 38 acres located at the southwest corner of Serfas Club Drive and Palisades Road. The entitlement had two map phases: Tract 35590-1 (Phase I) and Tract 35590 (Phase II), both of which have been recorded. Phase I included the construction of an apartment complex on the easterly portion of the site, and Phase II was for the construction of 7 industrial lots in the Mixed Use Zone of the Sierra Del Oro Specific Plan (SP85-2). All of Phase I and the three westerly industrial lots of Phase II have completed construction. A developer is now seeking permits to begin construction on the remaining four lots of Phase II, located at 2460, 2470, 2510, and 2520 Palisades Drive (Tract Map 35590 Lots 4-7), as shown on Exhibit "A."

In compliance with the City's Grading Ordinance No. 2568, the owner will enter into a Grading Agreement to secure the mass grading and retaining wall operations. The grading design conforms to the Grading Ordinance and is consistent with sound engineering standards and practices. The elevation design minimizes significant height and slope differentials from surrounding properties, while maintaining the City's obligation to protect the health and safety of citizens and property. A cash deposit has been posted to guarantee erosion control facilities which will be constructed and be maintained until the project is completed.

Securities have been posted as detailed below:

PWGP18-00064	Faithful Performance		Erosion Control	
	Security No.	Amount	Security No.	Amount
Mass Grading and Retaining Wall Improvements	100422317	\$ 165,600.00	Cash Deposit	\$ 13,800.00

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

Not applicable.

**FISCAL IMPACT:**

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

	Fee Type	Amount
2460, 2470, 2510, and 2520 Palisades Drive Mass Grading and Erosion Control - PWGR2018-0048	Plan Check	\$8,275.00

**ENVIRONMENTAL ANALYSIS:**

Per Section 15070 of the Guidelines for implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local CEQA Guidelines, a mitigated negative declaration and mitigation monitoring plan was prepared for tentative tract map 35590, and adopted by the City Council on December 19, 2012. However, this specific action before the Council now is exempt pursuant to Section 15061(b)(3) of CEQA, which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves agreements that provide security to guarantee completion of improvements that are required in connection with a ministerial permit, and there is no possibility that approving these agreements will have a significant effect on the environment. Therefore, no further environmental analysis is required.

**PREPARED BY:** CHRISTOPHER L. HORN, P.E., SENIOR CIVIL ENGINEER

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

**REVIEWED BY:** NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

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

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

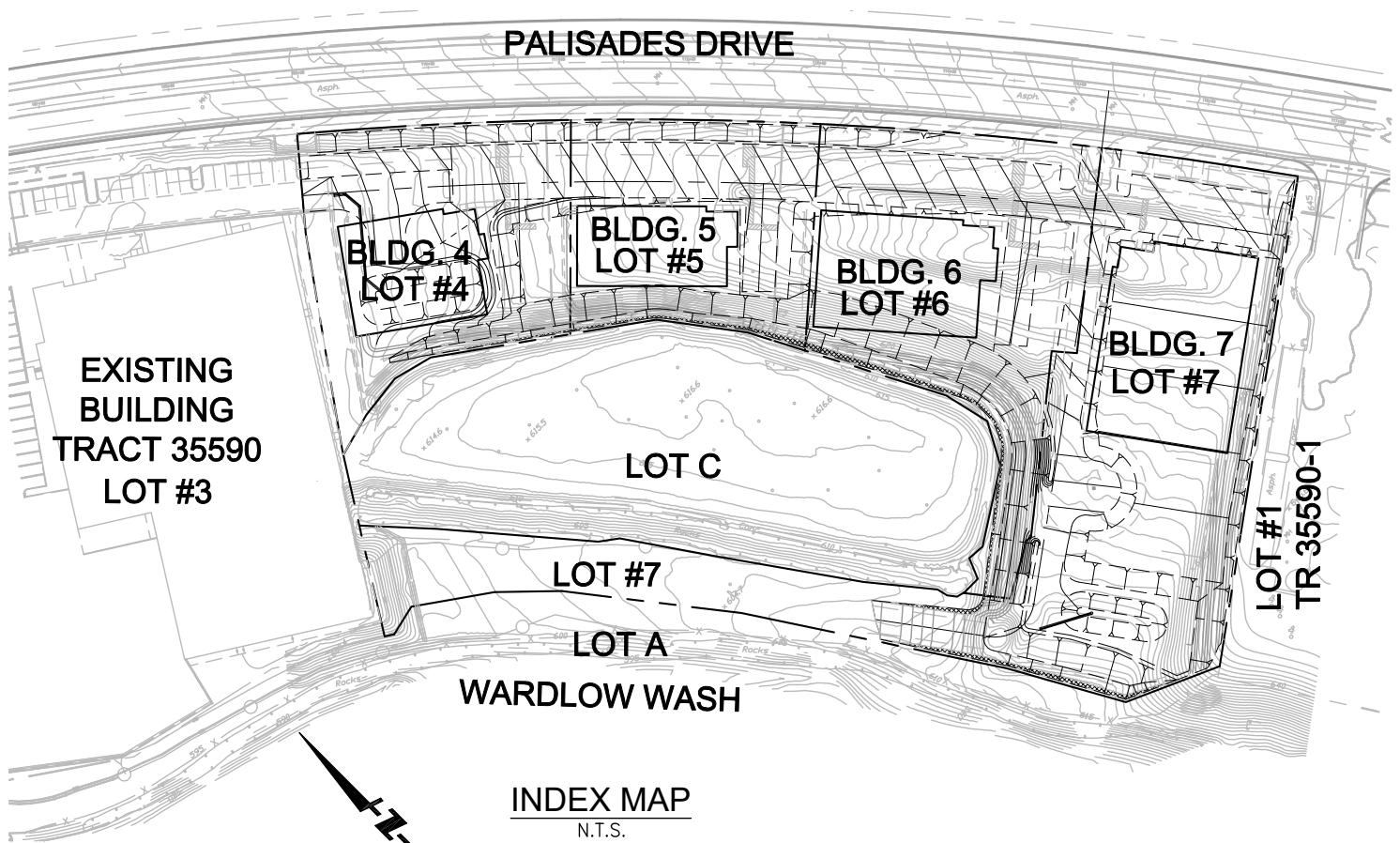
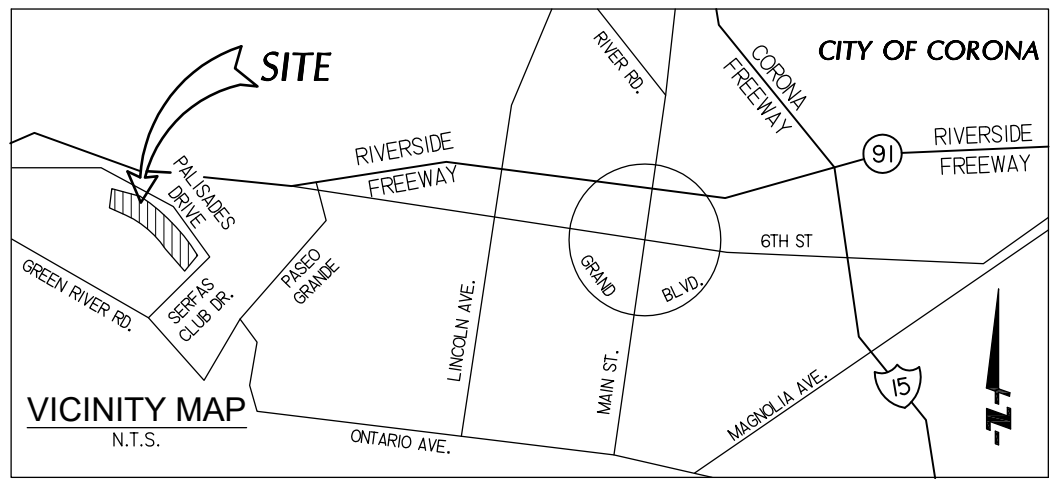
**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

Exhibit "A" - Location Map

Attachment: Grading Agreement

Owner: On Point Commercial, LLC  
1663 Commerce St.  
Corona, Ca 92880

Civil Engineer: Steve Ellis, P.E.  
Fuscoe Engineering  
2850 Inland Empire Blvd, Suite B  
Ontario, CA 91764



# EXHIBIT "A"

## TRACT MAP NO. 35590

### LOTS 4 THROUGH 7



**AGREEMENT FOR MASS GRADING, EROSION CONTROL, DRAINAGE  
AND RETAINING WALLS IMPROVEMENTS FOR  
2460, 2470, 2510, AND 2520 PALISADES DRIVE – DWG. # 18-014R**

This Agreement is entered into as of this **16<sup>th</sup> day of January, 2019**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **On Point Commercial, LLC**, a **California limited liability company**, with its principal offices located at, **1663 Commerce St., Corona, CA, 92880**, (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 **2460, 2470, 2510, and 2520 Palisades Drive** (hereinafter referred to as "Project") has submitted to the City for its approval grading, erosion control and drainage plans (hereinafter referred to as "Plans") completed in accordance with Chapter 15.36 of the City of Corona Municipal Code or as required by conditions of approval for Project. Developer desires to commence grading, erosion control and drainage improvements an estimate of which is listed in "Exhibit A" attached hereto and made a part hereof (hereinafter referred to as the "Grading Work") The Grading Work listed in Exhibit "A" is understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and completed as shown on approved Plans. If during the course of Grading Work it is determined that alterations from the approved Plans are necessary, the Developer shall undertake such design and construction changes as may be reasonably required by City at Developers own expense.

**SECOND:** Developer and City desire to enter into this Agreement for the completion of the Grading Work and the furnishing of security for the performance of this Agreement in accordance with the City Ordinances and the conditions of approval for Project.

**THIRD:** Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **One Hundred Sixty-Five Thousand Six Hundred Dollars and No Cents (\$165,600.00)** 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 of the Grading Work 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, the Grading Work, or the plans 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, the Grading Work, or the plans.

**FOURTH:** Developer shall complete or have completed at its own cost and expense all Grading Work and other associated improvements required by the City as part of the approval of Project within 18 months from the date of this agreement. The City may, either before or after the expiration of the time provided herein and in its sole and absolute discretion, provide Developer with additional time within which to complete the Grading Work and Improvements. 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, estoppels, statutes of limitations, and other

limitations of action in any action or proceeding filed by City following the date on which the Grading Work was to have been completed hereunder.

**FIFTH:** Developer and its contractors, if any, shall perform all work necessary to complete the Grading Work under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

**SIXTH:** If Grading Work or construction of any Improvements has commenced prior to execution of this Agreement, Developer shall warranty that the Grading Work and Improvements is in compliance with the approved Plans and with this Agreement. If found not to be in compliance with the approved Plans or this Agreement, Developer shall remove and repair at Developers sole expense such Grading Work and Improvements to the satisfaction of the City.

**SEVENTH:** 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 or complete the Grading Work and Improvements. 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 complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required. All such work or remedial activity 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. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the required Grading Work and Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to permit adequate coordination by City.

**EIGHTH:** City shall not be responsible or liable for the maintenance or care of any Grading Work or Improvements. Developer shall maintain all of the Grading Work and Improvements in a state of good repair until they are completed by Developer and approved by City, and until the security for the performance of this Agreement is released. If Developer fails to properly maintain the Grading Work and Improvements, City may do all necessary work and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Grading Work and Improvements or their condition. Developer shall be responsible for maintaining all Grading Work and Improvements including onsite drainage improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement for a period of one (1) year following completion of the work and acceptance by City. Upon completion of any public drainage improvements by Developer and approval and acceptance by City, twenty-five percent (25%) of the original face value of the surety shall continue in full force and effect for the purpose of guaranteeing repair of defective workmanship and materials of the Improvements for the one (1) year period.

**NINTH:** Developer agrees that any and all Grading Work done or to be done in conjunction with the Project shall conform to all state and local laws, ordinances, regulations and other requirements, including City's Grading Ordinance. In order to prevent damage to Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the above time schedule and prior to City's approval and release of surety. 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.

**TENTH:** 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

**ELEVENTH:** If Developer fails to complete all or any part of the Grading Work required by 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.

**TWELVETH:** Developer shall procure and maintain, and shall require its contractors to procure and maintain, for the duration of this Agreement, insurance of the types and in the amounts and in a form and from insurers satisfactory to the City. Developer and its contractors shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City. All certificates and endorsements must be received and approved by the City before work pursuant to this Agreement can begin. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**THIRTEENTH:** Should either party bring a legal action for the purpose of protecting or enforcing its rights and obligations under this Agreement, the prevailing party shall be entitled, in addition to other relief, to the recovery of its attorney's fees, expenses and costs of suit.

**FOURTEENTH:** 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 South Vicentia Avenue  
Corona, CA 92882**

**DEVELOPER:**

**On Point Commercial, LLC  
1663 Commerce St.  
Corona, CA 92880**

**FIFTHTEENTH:** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, written 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.

**SIXTEENTH:** This Agreement shall be binding on the successors and assigns of the parties

**On Point Commercial, LLC**  
**a California limited liability company**

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

**Steve Vettel, Managing Member**

**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  
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of Riverside }

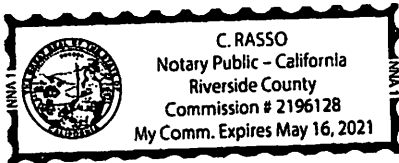
On 12.20.2018 before me, C. Rasso Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Steve Valler  
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.



Place Notary Seal and/or Stamp Above

Signature C. Rasso  
Signature of Notary Public

**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: Agreement for mass grading erosion control

Document Date: \_\_\_\_\_ Number of Pages: 5

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 of Conservator  
☐ Other: \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**LIST OF GRADING WORK**  
(Engineer's Cost Estimate Attached)

Quantity of Grading	<b>\$165,600.00</b>
Erosion Control	<b>\$13,800.00</b>

# BOND ESTIMATE SHEET

(Use for Grading Work, Erosion Control, or Survey & Monumentation Bond Only)

Project: Thomas Ranch Industrial  
Location: Palisades Drive  
DWG No: 18-014R (grading and walls)

	<u>Construction Cost</u> (See Note 1)	<u>Bond Estimate</u> (Round up to nearest \$100)
<b>1 GRADING SECURITY</b>		
(a) Grading Work, see Note 2	\$414,258	\$124,300
(b) Erosion Control, See Note 3	\$55,060	\$55,100
<b>TOTAL GRADING BOND ESTIMATE (See Notes 2, 4, &amp; 6)</b>		<b>\$165,600</b>
<b>EROSION CONTROL CASH BOND (See Note 5)</b>		<b>\$13,800</b>
<b>2 SURVEY &amp; MONUMENTATION BOND</b>		
Attach Engineer's or PLS letter of Monumentation Cost, signed & stamped by the Engineer or PLS. (Bond at 100%)		

## NOTES:

- All construction cost estimates should be attached to this form
- Grading Bond Estimate shall be calculated at 30% of the grading construction cost, but not less than \$2500
- Security for erosion control shall be 100% of the erosion control cost, but not less than \$2500  
For Erosion Control cost exceeding \$2500, a minimum of 25% shall be in cash and not less than \$2500; the remainder may be added to the grading bond.
- A maximum of 75% of the erosion control cost *may* be added to the grading bond, when applicable
- A minimum of 25% of the erosion control cost shall be posted in cash, but not less than \$2500
- Sum of 30% of 1(a) & 75% max of 1(b), *only when applicable per above*.
- City staff shall review all estimates and may change the amount of the engineer's estimated bonds. No arrangements for bonds or fees should be made until you receive the City's completed Bond and Fee Letter.
- A current title report shall be submitted for bonding purposes.

PREPARED BY:

Steven Ellis  
Engineer's Name & Signature

Fusco Engineering, Inc  
Company

909-581-0676      sellis@fuscoe.com  
Tel No/Email



WET STAMP & DATE



Agenda Report

---

File #: 19-0041

---

**AGENDA REPORT  
REQUEST FOR CITY COUNCIL ACTION**

DATE: 1/16/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

**SUBJECT:**

City Council consideration of a Right-of-Way Encroachment License Agreement for Telecommunication Facilities between the City and MCIMetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services.

**RECOMMENDED ACTION:**

That the City Council approve and authorize the Mayor to execute a Right-of-Way Encroachment License Agreement for Telecommunication Facilities between the City and MCIMetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services.

**ANALYSIS:**

Verizon Access Transmission Services ("Verizon") is proposing to construct, install, maintain and operate telecommunication facilities within the Public Right-of-Way. Specifically, these facilities will consist of citywide aerial cable, buried fiber, fiber distribution boxes and all related appurtenances to support the deployment of their growing 5G network. Corona Municipal Code Chapters 12.32 and 5.14 requires the approval of a Right-of-Way Encroachment License Agreement to permit these activities.

The Right-of-Way Encroachment License Agreement ("Agreement") identifies the types of facilities and encroachment rights, limitations and restrictions that Verizon shall comply with during the Agreement term, which is set to expire after 10 years if not renewed. This Agreement does not allow Verizon to construct or install facilities on any property owned by the City including any new or modifications to City utility poles or street light standards.

The cost to install and maintain the facilities will be borne by Verizon and no budget change or funding allocation is necessary in order to execute this Agreement.

**COMMITTEE ACTION:**

52



Not applicable.

**STRATEGIC PLAN:**

This items supports multiple goals from the City's Strategic Plan, including 1) Promote Public Safety, Objective c: Ensure adequate funding for investment and improvement in the infrastructure that support public safety, 2) Enhance Economic Development with a Focus on Hi-Tech Opportunities, Objective a: Support economic development efforts that bring in higher paying jobs, and 3) Actively Engage in Public and Private Partnerships to Provide Services and Amenities, Objective b: Proactively develop partnerships with local and regional business interest and agencies. Completion of the project installed telecommunication infrastructure contributes to the communication capabilities of the City's residents, businesses, and public services.

**FISCAL IMPACT:**

Not applicable.

**ENVIRONMENTAL ANALYSIS:**

This action is categorically exempt pursuant to Section 15301(b) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project which consists of operation, repair, maintenance, permitting, or minor alteration of existing facilities of investor-owned utilities used to provide public utility services involving negligible expansion of use beyond that existing at the time this action is approved does not have a significant impact on the environment, and is therefore exempt from CEQA. This action is also categorically exempt pursuant to Section 15302(c) of the CEQA Guidelines, which states that a project which consists of replacement or reconstruction of existing utility facilities involving negligible expansion of capacity does not have a significant impact on the environment, and is therefore exempt from CEQA. This action is also categorically exempt pursuant to Section 15303(d) of the CEQA Guidelines, which states that a project which consists of construction or installation of new small utility equipment and facilities does not have a significant impact on the environment, and is therefore exempt from CEQA. Finally, this action is categorically exempt pursuant to Section 15304(f) of the CEQA Guidelines, which states that a project which consists of minor alterations in the condition of land, such as minor trenching and backfilling where the surface is restored, does not have a significant impact on the environment, and is therefore exempt from CEQA. This action involves the approval of a Right-of-Way Encroachment License Agreement, as required by Corona Municipal Code Chapters 12.32 and 5.14 to permit the installation of fiber-optic cables, either underground or aerial on existing structures, within the public right-of-way to support the deployment of 5G technology. The installation of the fiber optic facilities will involve a negligible, if any, expansion of the use of the public right-of-way for telecommunications facilities and the licensee is required to repair and restore any City streets, utilities, curbs, gutters, sidewalks, private property or any portion of the public right-of-way that is damages as a result of the installation of the fiber optic facilities. Therefore, no further environmental analysis is required for this action.

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

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

**REVIEWED BY:** NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

**REVIEWED BY:** KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES 53

---

**File #:** 19-0041

---

DIRECTOR

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

Attachment: Right-of-Way Encroachment License Agreement



## Agenda Report

---

**File #:** 19-0041

---

### **AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 1/16/2019

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

**FROM:** Public Works Department

**SUBJECT:**

City Council consideration of a Right-of-Way Encroachment License Agreement for Telecommunication Facilities between the City and MCIMetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services.

**RECOMMENDED ACTION:**

That the City Council approve and authorize the Mayor to execute a Right-of-Way Encroachment License Agreement for Telecommunication Facilities between the City and MCIMetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services.

**ANALYSIS:**

Verizon Access Transmission Services ("Verizon") is proposing to construct, install, maintain and operate telecommunication facilities within the Public Right-of-Way. Specifically, these facilities will consist of citywide aerial cable, buried fiber, fiber distribution boxes and all related appurtenances to support the deployment of their growing 5G network. Corona Municipal Code Chapters 12.32 and 5.14 requires the approval of a Right-of-Way Encroachment License Agreement to permit these activities.

The Right-of-Way Encroachment License Agreement ("Agreement") identifies the types of facilities and encroachment rights, limitations and restrictions that Verizon shall comply with during the Agreement term, which is set to expire after 10 years if not renewed. This Agreement does not allow Verizon to construct or install facilities on any property owned by the City including any new or modifications to City utility poles or street light standards.

The cost to install and maintain the facilities will be borne by Verizon and no budget change or funding allocation is necessary in order to execute this Agreement.

**COMMITTEE ACTION:**

55

Not applicable.

**STRATEGIC PLAN:**

This items supports multiple goals from the City's Strategic Plan, including 1) Promote Public Safety, Objective c: Ensure adequate funding for investment and improvement in the infrastructure that support public safety, 2) Enhance Economic Development with a Focus on Hi-Tech Opportunities, Objective a: Support economic development efforts that bring in higher paying jobs, and 3) Actively Engage in Public and Private Partnerships to Provide Services and Amenities, Objective b: Proactively develop partnerships with local and regional business interest and agencies. Completion of the project installed telecommunication infrastructure contributes to the communication capabilities of the City's residents, businesses, and public services.

**FISCAL IMPACT:**

Not applicable.

**ENVIRONMENTAL ANALYSIS:**

This action is categorically exempt pursuant to Section 15301(b) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project which consists of operation, repair, maintenance, permitting, or minor alteration of existing facilities of investor-owned utilities used to provide public utility services involving negligible expansion of use beyond that existing at the time this action is approved does not have a significant impact on the environment, and is therefore exempt from CEQA. This action is also categorically exempt pursuant to Section 15302(c) of the CEQA Guidelines, which states that a project which consists of replacement or reconstruction of existing utility facilities involving negligible expansion of capacity does not have a significant impact on the environment, and is therefore exempt from CEQA. This action is also categorically exempt pursuant to Section 15303(d) of the CEQA Guidelines, which states that a project which consists of construction or installation of new small utility equipment and facilities does not have a significant impact on the environment, and is therefore exempt from CEQA. Finally, this action is categorically exempt pursuant to Section 15304(f) of the CEQA Guidelines, which states that a project which consists of minor alterations in the condition of land, such as minor trenching and backfilling where the surface is restored, does not have a significant impact on the environment, and is therefore exempt from CEQA. This action involves the approval of a Right-of-Way Encroachment License Agreement, as required by Corona Municipal Code Chapters 12.32 and 5.14 to permit the installation of fiber-optic cables, either underground or aerial on existing structures, within the public right-of-way to support the deployment of 5G technology. The installation of the fiber optic facilities will involve a negligible, if any, expansion of the use of the public right-of-way for telecommunications facilities and the licensee is required to repair and restore any City streets, utilities, curbs, gutters, sidewalks, private property or any portion of the public right-of-way that is damages as a result of the installation of the fiber optic facilities. Therefore, no further environmental analysis is required for this action.

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

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

**REVIEWED BY:** NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

**REVIEWED BY:** KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES 56

---

**File #:** 19-0041

---

DIRECTOR

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

Attachment: Right-of-Way Encroachment License Agreement

**CITY OF CORONA**

**RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT  
FOR TELECOMMUNICATIONS FACILITIES  
(TELECOM-ROWELA) (CMC CHAPTERS 12.32 & 5.14)**

**MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS  
TRANSMISSION SERVICES  
(CITY WIDE)**

**1. PARTIES AND DATE.**

This Agreement ("Agreement") is made and entered into this 16<sup>th</sup> day of January, 2019 ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware Corporation, with its principal place of business at 600 Hidden Ridge, HQE02E102, Irving, TX 75038 ("Licensee"). City and Licensee are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Licensee.**

Licensee is a Corporation duly organized and existing under the laws of the State of Delaware and authorized by the Public Utilities Commission of the State of California or the Federal Communications Commission, or both, under a Certificate of Public Convenience and Necessity ("CPCN") to provide Telecommunications services.

**2.2 Project.**

Licensee desires to construct, install, maintain and operate the Telecommunications Facilities (as defined in Section 3.1.5) within a portion of the Public Right-of-Way identified as the Encroachment Area (as defined in Section 3.1.2).

**3. TERMS.**

**3.1 Definitions.** Unless otherwise indicated, the following definitions shall apply to this Agreement.

**3.1.1 Director.** The term "Director" shall mean the individual designated as the Director of Public Works of the City, or his or her designee, and any other individual, person, division or department of the City as may, from time to time, exercise functions equivalent or similar to those now exercised by the Director of Public Works.

CA\DD\16000.13001\10196396.10

3.1.2 Encroachment Area. The term "Encroachment Area" shall mean the specific portion of the Public Right-of-Way set forth on the map attached as Exhibit "A" and incorporated herein by reference, in, upon, above, beneath, or across which Telecommunications Facilities owned by Licensee are or will be constructed, installed, maintained and/or operated pursuant to the terms and conditions of this Agreement. Exhibit "A" may be modified during the term of this Agreement with the approval of the Director of Public Works, which approval must be obtained prior to any construction by Licensee in any portion of the Public Right-of-Way. As further provided in Section 3.12.1, Licensee shall ensure that Exhibit "A" is promptly modified, as necessary, to maintain an accurate map of the location of Telecommunications Facilities that are owned or operated by Licensee within the City.

3.1.3 Applicable Law. The term "Applicable Law" means any order, certificate, judicial decision, statute, constitution, ordinance, resolution, regulation, rule, tariff, administrative order, or other requirement of any municipality, county, state, federal, or other agency having joint or several jurisdiction over the parties to this Agreement, in effect either at the time of execution of this Agreement or at any time during the location of the Telecommunications Facilities in the Encroachment Area including, without limitation, any regulation or order of an official entity or body. A reference to "Applicable Law" shall include, without limitation, any lawful provision of the Corona Municipal Code ("CMC") or any other City ordinance, policy, regulation, or standard specifications.

3.1.4 Public Right-of-Way. The term "Public Right-of-Way" means the area in, upon, above, beneath, or across any of the following that has been dedicated to the public and maintained under public authority or by others and that is located within the city limits: streets, roadways, highways, avenues, boulevards, lanes, alleys, courts, sidewalks, pathways, medians, parkways, easements, rights-of-way, or similar public property that the City from time-to-time authorizes to be included within the definition of a public right-of-way or street, including, without limitation, all public utility easements and public service easements as the same now or may hereafter exist that are under the jurisdiction of the City. This term shall not include any other real or property owned the City, including, without limitation, any and all new or existing City utility poles or street light standards located in the public right-of-way or elsewhere, or any property owned by any person or agency other than the City, except as provided by Applicable Law or pursuant to an agreement between the City and any person.

3.1.5 Telecommunications Facilities. The term "Telecommunications Facilities" shall mean fiber optic cables, conduits, converters, splice boxes, cabinets, handholes, manholes, vaults, equipment, drains, surface location markers, appurtenances, and related facilities located by Licensee or to be located by Licensee in the Encroachment Area and used or useful for the transmission of Telecommunications Services, including those described and depicted in Exhibit "B" attached hereto and incorporated herein by reference. Licensee hereby certifies that the descriptions and drawings in Exhibit "B" are true, complete and accurate as of

CA\DD\16000.13001\10196396.10

the date of this Agreement. Licensee shall promptly modify Exhibit "B" as necessary to maintain an accurate description of the Telecommunications Facilities that are owned or operated by Licensee within the City. Notwithstanding the foregoing, in no event shall the term "Telecommunications Facilities" include any facilities for which the City is authorized under Applicable Law to impose on Licensee (by way of example but not limitation, cable service (as such term is defined in 47 U.S.C. § 522), broadcast television, community antenna service or wireless service), for the right to be in the Public Right of Way, a tax, fee or charge in excess of the reasonable costs of providing the service or which may be levied for general revenue purposes.

**3.1.6 Telecommunications Services.** The term "Telecommunications Services" shall have the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to Licensee by the Federal Communications Commission ("FCC") or the California Public Utilities Commission ("CPUC"). Notwithstanding the foregoing, Telecommunications Services also means all those certain types of communications services and related services that are not presently regulated or otherwise unlawful, so long as such services are provided only with the Telecommunications Facilities defined in Section 3.1.5 above.

**3.2 Incorporation of CMC Chapters 5.14 and 12.32.** The provisions of Chapters 5.14 and 12.32 of the CMC, as amended or superseded, are hereby incorporated into this Agreement by reference as though set forth in full herein to the fullest extent applicable to Licensee, the Telecommunications Facilities or the Telecommunications Services. Specifically, the requirements set forth in CMC Section 5.14.040(D)(2) shall apply to Licensee, the Telecommunications Facilities or the Telecommunications Services.

### **3.3 Encroachment Rights; Limitations; Restrictions.**

**3.3.1 Authorization.** Subject to the terms and conditions of this Agreement and all Applicable Law, City hereby licenses and permits Licensee to construct, install, maintain, operate, protect, remove, and replace the Telecommunications Facilities in, under, over, across and along the Encroachment Area for the purposes of providing Telecommunications Services. Any work performed pursuant to the rights granted to Licensee under this Agreement shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner subject to the prior review and reasonable approval of the Director, which review and approval shall not be unreasonably withheld, delayed or denied. Licensee's use of the Encroachment Area shall comply with Applicable Law and Licensee shall not use, or permit the use of, the Encroachment Area for any purpose other than providing Telecommunications Services. Licensee shall not construct or operate any facilities or structures in addition to those depicted or listed in Exhibit "B" or otherwise make any modifications to the Telecommunications Facilities without the City's consent.



3.3.2 Encroachment Permit Required. As further provided in Section 3.9 of this Agreement, prior to any work or construction in the Public Right-of-Way, Licensee shall obtain an encroachment permit from the City.

3.3.3 Undergrounding. Licensee's Telecommunications Facilities shall be placed underground consistent with the requirements of CMC Section 12.32.160(E).

3.3.4 No Interference. Except as permitted by Applicable Law or this Agreement, in the performance and exercise of its rights and obligations under this Agreement, Licensee shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television, and other telecommunications, utility, and municipal property without the approval of the owner(s) of the affected property or properties. Licensee shall operate the Telecommunications Facilities as follows: (i) in a manner that complies with Licensee's FCC issued and regulated frequency licenses; (ii) in a manner that will not cause unreasonable interference or disturbance which is measurable in accordance with then existing industry standards to the equipment of other permittees, licensees or lessees of the City, provided that the installations of such permittees', licensees' or lessees' facilities predate that of Licensee's Telecommunications Facilities and are operating in compliance with applicable FCC non-interference rules; and (iii) in a manner that will not cause interference which is measurable in accordance with then existing industry standards with City communications systems regardless of when such systems are installed or their use commences.

3.3.5 Protection of Utilities. Licensee agrees during the term of this Agreement to protect all utilities, including, but not limited to, water, sewer, electrical, propane or cable, if any, within the Encroachment Area. If any such utilities in the Encroachment Area are damaged as a result of the Licensee's actions, Licensee agrees to either repair the damage or reasonably compensate City for the cost to repair the damage. Nothing in this Agreement shall alter or waive any rights enjoyed by Licensee or any other party under California's Call Before You Dig ("DigAlert") laws.

3.3.6 Not a Property Interest. This Agreement is not a grant by the City of any property interest. Any and all rights expressly granted to Licensee under this Agreement, which shall be exercised at Licensee's sole cost and expense, shall be subject and subordinate to the prior and continuing right of the City under Applicable Law to use all the Public Right-of-Way in the performance of its duties, including, but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television, and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress, along, over, across, and in said Public Right-of-Way. The preceding sentence shall not be construed to give City the right to damage or destroy Licensee's Telecommunications Facilities.

CA\DD\16000.13001\10196396.10



3.3.7 Subject to Existing Encumbrances. This Agreement is made subject and subordinate to all easements, restrictions, conditions, covenants, encumbrances, and claims of title which may affect the Public Right-of-Way which are recorded in the public record or of which City notifies Licensee in writing on or before the date of this Agreement, and it is understood that Licensee, at its own cost and expense, shall obtain such permission as may be necessary and consistent with any other existing rights.

3.3.8 No Franchise Rights. Nothing in this Agreement shall be construed as granting or creating any franchise rights.

**3.4 Maintenance.** Licensee, on behalf of itself and its employees, officers, agents and contractors, agrees to take all prudent action to protect the Encroachment Area from any damage or injury caused by the exercise of this Agreement. Licensee shall immediately notify the City of any damage or injury to the Encroachment Area. Licensee shall maintain the Encroachment Area and the Encroachment in a clean, healthy and attractive condition to the reasonable satisfaction of the Director.

**3.5 Title to Telecommunications Facilities.** Title to the Telecommunications Facilities shall be held solely by Licensee. The Telecommunications Facilities shall remain the personal property of Licensee and shall not be treated as real property or become a part of the Encroachment Area or the Public Right-of-Way even though affixed thereto.

**3.6 Telecommunications Services.** Licensee provides Telecommunications Services in California pursuant to all Applicable Law, including, without limitation, its Certificates of Public Convenience and Necessity received from the PUC. The type of services Licensee offers to its customers through the Telecommunications Facilities in the Encroachment Area consists of communications services, including voice, data, video, dial tone, teleconferencing, cell site front- and back-haul, and leasing Telecommunications Facilities to affiliates and third parties, which are presently permitted by Applicable Law. If the nature and character of Licensee's service changes to include additional services, including community antenna television systems or cable service (as such term is defined in 47 U.S.C. § 522), Licensee shall give City as much advance written notice as practicable, up to and including three (3) months' prior notice, of its intent to change the service provided by way of the Telecommunications Facilities installed under this Agreement, and comply with the City's lawful requirements. Licensee acknowledges that any expansion or changes in the regulatory authority over such services may, if mandated by law, require Licensee to enter into a new Agreement consistent with the requirements of a City ordinance regulating such services or the expansion or change in services, if such service changes fall under the lawful regulation, jurisdiction, and authority of City in accordance with Applicable Law.

### **3.7 Reservation of Rights.**

3.7.1 Regulation of Telecommunications Services. The City reserves any and all rights it may have now or in the future to legally regulate or otherwise condition the use of the Telecommunications Facilities and related technology, activities and services to be provided pursuant to the installation subject to this Agreement.

3.7.2 Imposition of Fees or Charges. The City's approval of this Agreement is not a waiver of and is without prejudice to any right City may have under Applicable Law to regulate, tax or impose fees or charges on Licensee or any right Licensee may have under the law to provide Telecommunications Services through the Telecommunications Facilities pursuant to Applicable Law. Licensee shall be subject to any future taxes, fees or charges that the City lawfully imposes consistent with Applicable Law on the Telecommunications Services and/or Telecommunications Facilities in the future. Nothing herein shall affect in any way City's power or right to impose or collect any tax or fee on users or providers of the services to be provided by Licensee in a manner consistent with Applicable Law. Nothing herein is intended to impose regulations or conditions on Licensee that City is preempted from imposing by Applicable Law.

### **3.8 Removal, Relocation and Abandonment.**

3.8.1 Removal for City Projects. Subject to the provisions of this Section 3.8, Licensee shall remove or relocate, without cost or expense to City, any Telecommunications Facilities installed, used, and maintained under this Agreement if and when made necessary by any lawful change of grade, alignment, or width of any street required by the City, including the construction, maintenance, or operation of any underground subway or viaduct by City and/or the construction, maintenance, or operation of any other City underground or aboveground facilities, including, without limitation, any sewer, storm drain, conduits, gas, water, electric or other utility system or pipes owned by the City or any other public agency. In the event all or any portion of the Encroachment Area occupied by the Telecommunications Facilities shall be needed by City or in the event the existence of the Telecommunications Facilities shall be considered detrimental to City governmental activities, including, but not limited to, interference with City construction projects, or it conflicts vertically and/or horizontally with any proposed City installation, Licensee shall remove and relocate the Telecommunications Facilities to such other location or locations within the Public Right-of-Way as may be designated by City. Said removal or relocation shall be completed within ninety (90) days of notification by City; provided that if removal or relocation cannot reasonably be accomplished within ninety (90) days, then Licensee shall commence such removal or relocation within such ninety (90) days and thereafter continue the same diligently until completion thereof. In the event the Telecommunications Facilities are not removed or relocated within the period of time specified in the preceding, City may cause the same to be done at the sole cost and expense of Licensee by a contractor qualified and authorized under Applicable Law to remove or relocate the

CA\DD\16000.13001\10196396.10

Telecommunications Facilities. Nothing in this Agreement is intended to eliminate or waive any right Licensee may have to reimbursement under Applicable Law or the terms of any public funding grant for a project.

**3.8.2 Emergencies.** In the event of an emergency repair of City facilities in proximity to the Telecommunications Facilities, which repair may conflict with or threaten the Telecommunications Facilities, Licensee shall immediately, upon notice by City, provide a representative to the repair site. Protective measures, as determined by the Licensee's representative, at the election of the City, may be undertaken by the City at Licensee's expense. Should City not elect to perform such protective action, Licensee shall provide the resources to conduct the protective measures upon City's demand under the direction of the City and in a manner consistent, in the City's sole discretion, with the execution of the City's responsibilities in the emergency. Priority shall be given to activities necessary to restore City services and for public safety. As an alternative to the above procedures, in the event of a pressing emergency to public safety, City may remove the Telecommunications Facilities without notification to Licensee in order to access City facilities. In the event that either City or Licensee removes any portion of the Telecommunications Facilities, it shall be Licensee's responsibility to obtain all required City permits and approvals for reconstruction and re-installation of the Telecommunications Facilities. All costs associated with reconstruction and re-installation of the removed Telecommunications Facilities shall be the responsibility of Licensee.

**3.8.3 Abandonment.** If any portions of the Telecommunications Facilities covered under this Agreement are no longer used by Licensee, or are abandoned for a period in excess of six (6) months, Licensee shall notify City and shall either promptly vacate and remove the Telecommunications Facilities at its own expense or, at City's discretion, may abandon some or all the Telecommunications Facilities in place. After such removal or abandonment, Licensee shall have no further obligations to the City.

**3.8.4 Repair of Public Right-of-Way.** When removal or relocation are required under this Agreement, Licensee shall, after the removal or relocation of the Telecommunications Facilities, at its own cost, repair and return the Public Right-of-Way on which the Telecommunications Facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City according to its standard practice. Should Licensee remove the Telecommunications Facilities from the Public Right-of-Way, Licensee shall, within ten (10) days after such removal, give notice thereof to City specifying the right-of-way affected and the location thereof as well as the date of removal. Before proceeding with removal or relocation work, Licensee shall obtain a street excavation permit from the City.

**3.9 Encroachment Permit and Fees.** Licensee shall apply for an encroachment permit for all work and each job within the Public Right-of-Way. Licensee shall furnish detailed plans of the work and other such information as required by the Director and shall pay all

CA\DD\16000.13001\10196396.10

processing, field marking, engineering, and inspection fees prior to issuance of a permit in accordance with the rates in effect at the time of submission of the permit. Upon the request of Licensee, City will bill Licensee for such fees on a quarterly basis rather than collecting such fees with each application submittal. If Licensee requests quarterly billing, Licensee shall deposit an amount, as determined by the Director, that is equal to the estimated total costs for City services associated with Licensee's anticipated work within the Public Right-of-Way during the following quarter ("Deposit"). Thereafter, the City will provide quarterly itemized invoices to Licensee for any costs incurred by the City in connection with Licensee's work within the Public Right-of-Way that exceed the Deposit. Licensee shall, within 30 days of receiving such invoice, review the statement and pay all charges thereon. All work within the Public Right-of-Way shall be constructed and installed consistent with the plans submitted to the Director pursuant to this Section 3.9 and in accordance with the CMC, the requirements of the Director (applied in a manner consistent with Applicable Law and City standards), existing easements and right-of-way grants benefiting other utility companies, and as further provided for in the provisions of this Agreement.

### **3.10 Performance Bond.**

3.10.1 General Requirements. As provided for in CMC Section 12.32.120, prior to the issuance of an encroachment permit, Licensee shall provide City with a performance bond naming City as obligee in the amount equal to one hundred percent (100%) of the value of the work to be performed by or on behalf of Licensee within and affecting the Public Right-of-Way to guarantee and assure the faithful performance of Licensee's obligations under this Agreement. City shall have the right to draw against the surety bond in the event of a default by Licensee or in the event that Licensee fails to meet and fully perform any of its obligations; provided that Licensee is first given written notice of any intent to draw against the bond and an opportunity to cure. Following completion of the work by Licensee and its inspection and acceptance by the Director, the performance bond shall remain in effect to the extent of twenty-five percent (25%) of the value of the work to guarantee and assure that faithful performance of Licensee's obligations under this Agreement for a period of one (1) year from the City's acceptance of the work. City shall have the right to draw against the bond in the event of a default by Licensee or in the event that Licensee fails to meet and fully perform any of its obligations. The form of the performance bond shall be furnished and reasonably approved by the City.

3.10.2 Annual Blanket Bond. Within the Director's sole but reasonable discretion, in lieu of a bond for each work project performed, Licensee may be authorized to provide a blanket performance bond covering all work to be performed under this Agreement during a City fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). The Director may determine what the penal sum of the bond shall be based upon the Director and Licensee mutually agreeing upon a reasonable determination of one hundred percent (100%) of the value of work estimated to be performed by or on behalf of Licensee at any given time during the fiscal year. Notwithstanding the foregoing, if Director and Licensee cannot agree upon the value of the work estimated to be

CA\DD\16000.13001\10196396.10

performed by or on behalf of Licensee at any given time during the fiscal year, Licensee shall be required to provide a performance bond for each work project performed hereunder pursuant to Section 3.10.1. Such blanket performance bond shall comply with Section 3.10.1 and CMC Section 12.32.120 in all other respects.

### **3.11 Damage to Facilities in the Public Right-of-Way.**

3.11.1 Damage to Public Right-of-Way. Licensee shall be responsible for any damage to City street pavements, existing utilities, curbs, gutters, sidewalks, any private property or improvements, or any portion of the Public Right-of-Way to the extent attributable to its installation, maintenance, repair or removal of its Telecommunications Facilities in the Encroachment Area and shall repair, replace and restore in kind any such damaged facilities at its sole expense and in accordance with City standards.

3.11.2 Pre-Existing Facilities. If the Encroachment Area to be used by Licensee has preexisting facilities or installation(s) placed in the Public Right-of-Way, Licensee shall assume the responsibility to verify the location of the preexisting facility or installation and notify City and any third party of Licensee's proposed installation. The cost of any work required of such third party or City to provide adequate space or required clearance to accommodate Licensee's Telecommunications Facilities shall be borne solely by Licensee.

3.11.3 Dangerous Condition. If, in City's reasonable judgment, the Telecommunications Facilities create a substantial risk of harm to persons or property, City may, after twenty-four (24) hours advance telephone or written notice to Licensee, perform such work City deems necessary to reduce or mitigate such risk of harm. Notwithstanding the foregoing, the City shall have the right to immediately perform any work the City deems necessary in its sole discretion to reduce or mitigate an immediate risk of harm created by the Telecommunications Facilities. Within forty-five (45) calendar days after a bill is rendered to Licensee, Licensee shall reimburse City for all reasonable costs and expenses incurred by City in performing such work. Failure on the part of City to perform the obligations of Licensee shall not release Licensee from liability hereunder for any loss or damage occasioned thereby.

### **3.12 Records and Field Locations.**

3.12.1 Maintenance of Accurate Maps of Telecommunications Facilities. Licensee shall maintain accurate maps and improvement plans of the Telecommunications Facilities located within the City. The maps and plans are to accurately show in detail the location, size, depth and description of all Telecommunications Facilities as constructed. Prior to City acceptance of the work, Licensee shall deliver to the Director free of charge such maps and plans of all Telecommunications Facilities installed within said Public Right-of-Way. When required by the City for the purpose of confirming the location of Telecommunications Facilities to accomplish the design or construction of public facilities by City, Licensee shall, at its sole

CA\DD\16000.13001\10196396.10



cost and expense, expose by potholing to a depth of one (1) foot below the bottom of its subsurface Telecommunications Facilities, within thirty (30) days of receipt of a written request from City to do so. The City shall use the information contained in the maps and plans only as needed to manage the Public Right-of-Way, including, but not limited to, coordination of construction schedules, prevention of interference among the various utilities and systems in the Public Right-of-Way, and enforcement of building and zoning regulations. To the fullest extent permitted by the Law, City agrees to keep such maps and plans confidential or, in the event of a required disclosure under Applicable Law, to endeavor to notify Licensee of the need for disclosure in order to allow Licensee sufficient time to obtain a nondisclosure agreement from the party seeking disclosure or, in the case of a judicial or administrative requirement, a protective order.

3.12.2 Underground Services Alert. Licensee shall be a member of the regional notification center for subsurface installations (Underground Services Alert) and shall field mark, at its sole expense, the locations of its underground Telecommunications Facilities upon notification in accordance with the requirements of Article 2 of Chapter 3.1 of Division 5 of Title 1 of the State of California Government Code 9 (commencing with Section 4216), as it now reads or may hereinafter be amended.

### **3.13 Work Standards.**

3.13.1 Standard of Care. Licensee shall perform all work 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. Licensee shall comply with all standards imposed by the City and shall conduct such work with the least possible hindrance or interference to the Public Right-of-Way. Licensee shall execute and maintain its work so as to avoid injury or damage to any person or property.

3.13.2 Laws and Regulations. Licensee 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 work under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Licensee shall be liable for all violations of such laws and regulations in connection with such work. If the Licensee performs any work knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Licensee shall be solely responsible for all costs arising therefrom. Licensee 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.

3.13.3 Air Quality. In exercising its rights under this Agreement, Licensee must fully comply with all Applicable Laws, including, but not limited to, those pertaining to

CA\DD\16000.13001\10196396.10

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, Licensee 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. Licensee shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of Applicable Law by Licensee, its subcontractors, or others for whom Licensee is responsible under its indemnity obligations provided for in this Agreement.

3.13.4 Environmental Laws. In exercising its rights under this Agreement, Licensee must fully comply with all Applicable Laws, including, but not limited to, those pertaining to the environment and protection of natural resources, including, but not limited to, the National Environmental Policy Act ("NEPA") and the California Environmental Quality Act ("CEQA").

### **3.14 Condition of Encroachment Area; Hazardous Substances.**

3.14.1 Defined. For purposes of this Agreement, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Law"); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or



federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

3.14.2 No Warranties for Encroachment Area. City makes no warranty or representation whatsoever concerning the Encroachment Area, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto, or compliance with Applicable Law. Licensee's right to use the Encroachment Area is strictly on an "as is" basis with all faults. City hereby disclaims all warranties whatsoever, express or implied, regarding the condition of the soil, water, or geology on the Encroachment Area, and any warranty of merchantability or habitability or fitness for a particular purpose.

3.14.3 Hazardous Substances Prohibited. Except as otherwise specifically permitted under the terms of this Agreement, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Encroachment Area in violation of any Applicable Law or other requirement listed in this Agreement.

3.14.4 Disclosure and Removal of Hazardous Substances. Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance within the Encroachment Area, give written notice to City in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Substance brought onto the Encroachment Area by Licensee or its employees or agents has come or will come to be located on, under, about or within the Encroachment Area. The failure to disclose in a timely manner the release of a Hazardous Substance brought onto the Encroachment Area by Licensee or its employees or agents, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this Agreement by City for default, in addition to actual damages and other remedies provided by law. Licensee shall immediately clean-up and completely remove all Hazardous Substances placed by Licensee or its employees or agents on, under, about or within the Encroachment Area, in a manner that is in all respects safe and in accordance with Applicable Law. In the event Hazardous Substances at the Encroachment Area are discovered, Licensee shall disclose to City the specific information regarding Licensee's discovery of such Hazardous Substances placed on, under, about or within the Encroachment Area by Licensee or its employees or agents, and provide written documentation of its safe and legal disposal as required by law.

### **3.15 Insurance.**

3.15.1 Time for Compliance. Prior to issuance of an encroachment permit for any work permitted under this Agreement, Licensee shall provide evidence reasonably satisfactory to the City that it has secured all insurance required under this section. Failure to

CA\DD\16000.13001\10196396.10

provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.15.2 Minimum Requirements. Licensee 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 work performed under this Agreement by the Licensee, its agents, representatives, employees or subcontractors. Licensee 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 or equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001 or equivalent, code 1 (any auto), or if Licensee 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. Licensee shall maintain limits no less than: (1) Commercial *General Liability*: \$2,000,000 per occurrence for bodily injury and property damage and \$4,000,000 general aggregate including personal and advertising injury; (2) Commercial *Automobile Liability*: \$2,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 each accident/disease/policy limit.

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

(A) General Liability. The general liability policy shall: (1) include City, its directors, officials, officers, employees and volunteers as additional insureds as their interest may appear under this Agreement with respect to liability arising out of work or operations performed by or on behalf of the Licensee, 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, or their equivalent); 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 Licensee'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 performed by the Licensee.

(C) All Coverages. If Licensee 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 Licensee. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.15.4 Other Provisions; Endorsements Preferred. Licensee 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 Licensee:

(A) Waiver of Subrogation – All Other Policies. Licensee hereby waives all rights of subrogation any insurer of Licensee'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 the Licensee. Licensee 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. Licensee 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 Licensee. Licensee 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.

3.15.5 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 work 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 work; 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 work under this Agreement commence, Licensee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

**3.15.6 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 Licensee 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.

**3.15.7 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.

**3.15.8 Verification of Coverage.** Licensee 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 work commence; provided, however, that failure to obtain the required documents prior to the commencement of work shall not waive Licensee's obligation to provide them. The City reserves the right to review complete, certified copies of all required insurance policies, at any time, which upon request from the City, Licensee shall make available at Licensee's local office in the City, or, if Licensee does not have an office in the City, at Licensee's office closest to the City.

**3.15.9 Reporting of Claims.** Licensee shall report to the City, in addition to Licensee's insurer, any and all insurance claims submitted by Licensee in connection with any work performed under this Agreement.

**3.15.10 Sub-contractors.** All sub-contractors shall comply with each and every insurance provision of this Section 3.15. Licensee shall therefore not allow any sub-contractor to commence work on any subcontract to perform any part of the work until it has provided evidence satisfactory to the City that the sub-contractor has secured all insurance required under this Agreement.

**3.15.11 Special Risk or Circumstances.** The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.15, including limits, based on any of the following: (A) the nature of the risk of the work performed under this Agreement; (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.

### **3.16 Limits of City Liability.**

3.16.1 Damage to Telecommunications Facilities. In no event shall City be liable under any theory to Licensee for any damage to the Telecommunications Facilities caused by any excavation or work performed by any other persons or by the City at or near the location of Telecommunications Facilities except and to the extent caused by the City's gross negligence or willful misconduct. City shall not be liable under any theory to Licensee for any indirect, special, punitive or consequential damages including, but not limited to, any claim for loss of services, lost revenue or profits or third-party damages.

3.16.2 Risk of Loss; No Obligation to Pursue Third Parties. Except as expressly provided for herein, Licensee understands, acknowledges and agrees that Licensee bears all risks of loss, damage, relocation and/or replacement of the Telecommunications Facilities under this Agreement from any cause whatsoever. City shall not be liable for any cost related to a loss, damage, relocation and/or replacement of the Telecommunications Facilities, including, without limitation, anything caused by any work by or on behalf of City involving any Public Right-of-Way or the removal of any Telecommunications Facilities pursuant to the terms of this Agreement, except to the extent caused by the gross negligence or willful misconduct of City or its employees, contractors, or agents. In the event that the City seeks reimbursement or damages of any kind from any third party responsible for damage to City property, City is under no obligation to pursue reimbursement or damages on behalf of Licensee.

3.16.3 No Liability for Approval of Plans. Nothing in this Agreement shall be deemed to make City or any officer or employee of City responsible or liable to Licensee or any other person by reason of City's approval of plans for any work under this Agreement or by reason of any inspection of the Telecommunications Facilities conducted by the City.

### **3.17 Term; Termination.**

3.17.1 Term. The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date, unless earlier terminated as provided herein. This Agreement may also be renewed pursuant to the provisions of CMC Section 12.32.100, which currently requires a renewal application to be filed not more than one (1) year and not less than six (6) months before the expiration of the term of this Agreement.

3.17.2 City Termination. In the event Licensee defaults, or fails to keep, fulfill or perform any of the terms or conditions of this Agreement and fails to remedy such default within ninety (90) days after delivery of written notice from the City of such default, or, if such cure cannot reasonably be completed within said ninety (90) day period, Licensee fails to commence such cure within said ninety (90) day period and thereafter diligently continue to cure the default until completion thereof, City may declare this Agreement terminated. Upon such declaration of termination, this Agreement shall be cancelled and all of the rights and privileges of Licensee under this Agreement shall be deemed surrendered.

3.17.3 Licensee Termination. Licensee may terminate this Agreement at any time upon thirty (30) days prior written notice to City. Such termination by Licensee shall not relieve Licensee of any obligation to the City regarding any existing breach of this Agreement.

3.17.4 Effect of Termination. Within sixty (60) days after termination of this Agreement, if requested by City, Licensee shall remove the Telecommunications Facilities from the Encroachment Area and repair and restore the Public Right-of-Way to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City according to its standard practice. Notwithstanding such termination, Licensee's obligations under Section 3.18 shall survive termination of this Agreement.

**3.18 Indemnification.** To the fullest extent permitted by law, Licensee 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 Licensee, its officials, officers, employees, subcontractors, consultants or agents in connection with any activities of Licensee under this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorney's fees and other related costs and expenses. The City's selection of legal counsel shall be subject to the consent of the Licensee, which consent shall not be unreasonably withheld; provided, however, that Licensee's refusal to accept a tender of defense by City shall be deemed to be an unreasonable withholding of consent by Licensee as to City's selection of legal counsel. To the extent that the City selects the City's in-house legal counsel, Licensee hereby consents to such selection. Licensee'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. Notwithstanding the foregoing, the obligations of Licensee under this section shall not apply, as set forth in CMC Section 12.32.200, to the extent that any claim, demand, cause of action, cost, expenses, liability, loss, damage or injury to property or persons, including wrongful death, is caused by the negligence or willful misconduct of the City, its directors, officials, officers, employees, volunteers and agents as determined by a court or administrative body of competent jurisdiction.

### **3.19 General Provisions.**

3.19.1 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:

**Licensee:**

MCImetro Access Transmission Services Corp. d/b/a

CA\DD\16000.13001\10196396.10

Verizon Access Transmission Services  
Attention: Franchise Manager  
600 Hidden Ridge, HQE02E102  
Irving, TX 75038

**With a copy (except for invoice) to:**

Verizon Business Services  
1320 N. Courthouse Road, Suite 900  
Arlington, VA 22201  
Attention: General Counsel, Network & Technology

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Director of Public Works

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 certified, 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.

3.19.2 Licensee Contact for Complaints. Licensee's Network Operations Control Center shall be available to City staff 24 hours a day, seven (7) days a week, to respond to problems or complaints resulting from the Telecommunications Facilities installed pursuant to this Agreement and may be contacted by telephone at 1-800-MCI WORK (1-800-624-9675).

3.19.3 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 or in the federal courts serving 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, Licensee 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 Licensee. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Licensee shall be barred from bringing and maintaining a valid lawsuit against the City.



3.19.4 Taxes. Licensee acknowledges that the execution of this Agreement for the Encroachment Area may create a taxable possessory interest pursuant to Revenue Taxation Code Section 107, as amended from time to time, subjecting Licensee 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 Licensee directly to the County Tax Collector and shall be kept current, without delinquency. LICENSEE 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, Licensee is still responsible for the remaining portion of the tax bill through the end of that year. In addition to the possessory taxes described herein, Licensee shall pay during the term of this Agreement, without abatement, deduction, or offset, any and all other 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 Encroachment Area or personal property located on or in the Encroachment Area. Nothing in this Section is intended to alter, amend, modify or expand the taxes and/or fees that may lawfully be assessed on Licensee for the services provided pursuant to this Agreement under Applicable Law.



Licensee's Initials

3.19.5 Time of Essence. Time is of the essence for each and every material provision of this Agreement; provided, however, that neither Party shall be found in default or liable for damages, including but not limited to, delay damages, in the event such Party suffers a force majeure or other event beyond the control of that Party.

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

3.19.7 Assignment or Transfer. Notwithstanding Section 3.19.6, Licensee shall 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 as provided for in CMC Section 12.32.140. 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.

CA\DD\16000.13001\10196396.10



3.19.8 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 Licensee include all personnel, employees, agents, and subcontractors of Licensee, 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.

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

3.19.10 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.

3.19.11 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.

3.19.12 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.

3.19.13 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.

3.19.14 Authority to Enter Agreement. Licensee 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.

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

3.19.16 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations,

CA\DD\16000.13001\10196396.10

understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.19.17 Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to the force majeure events of war, acts of terrorism, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, delays of any contractors, subcontractor or supplier, which are not attributable to the fault of the Party claiming an extension of time to prepare or acts or failure to act of any government ("**Enforced Delay**"). An extension of time for any such force majeure cause shall be for the period of the Enforced Delay and shall commence to run from the date of occurrence of the delay; provided however, that the Party which claims the existence of the delay has first provided the other Party with written notice of the occurrence of the delay within ten (10) calendar days of the commencement of such occurrence of delay. The Parties to this Agreement expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any of them which may have provided a basis for entering into this Agreement and which occur at any time after the execution of this Agreement, are not force majeure events and do not provide any Party with grounds for asserting the existence of a delay in the performance of any covenant or undertaking which may arise under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement, but that such inconvenience or hardship is not a force majeure event and does not excuse the performance by such Party of its obligations under this Agreement.

[SIGNATURES ON NEXT 2 PAGES]

**CITY'S SIGNATURE PAGE FOR**  
**RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT**  
**FOR TELECOMMUNICATIONS FACILITIES**  
**(TELECOM-ROWELA) (CMC CHAPTERS 12.32 & 5.14)**  
**MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS**  
**TRANSMISSION SERVICES**  
**(CITY WIDE)**

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

**CITY OF CORONA**

By: \_\_\_\_\_  
Jason Scott  
Mayor

Attest: \_\_\_\_\_  
Sylvia Edwards  
City Clerk

Approved as to Form: \_\_\_\_\_  
Dean Derleth  
City Attorney


CA\DD\16000.13001\10196396.10

**LICENSEE'S SIGNATURE PAGE FOR**  
**RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT**  
**FOR TELECOMMUNICATIONS FACILITIES**  
**(TELECOM-ROWELA) (CMC CHAPTERS 12.32 & 5.14)**  
**MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS**  
**TRANSMISSION SERVICES**  
**(CITY WIDE)**

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

**MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS**  
**TRANSMISSION SERVICES**  
a Delaware Corporation

By:

  
Robert J. Hayes  
Senior Manager, Network Engineering & Ops

Attest:

  
Paula Gabriel  
Right-of-Way Specialist

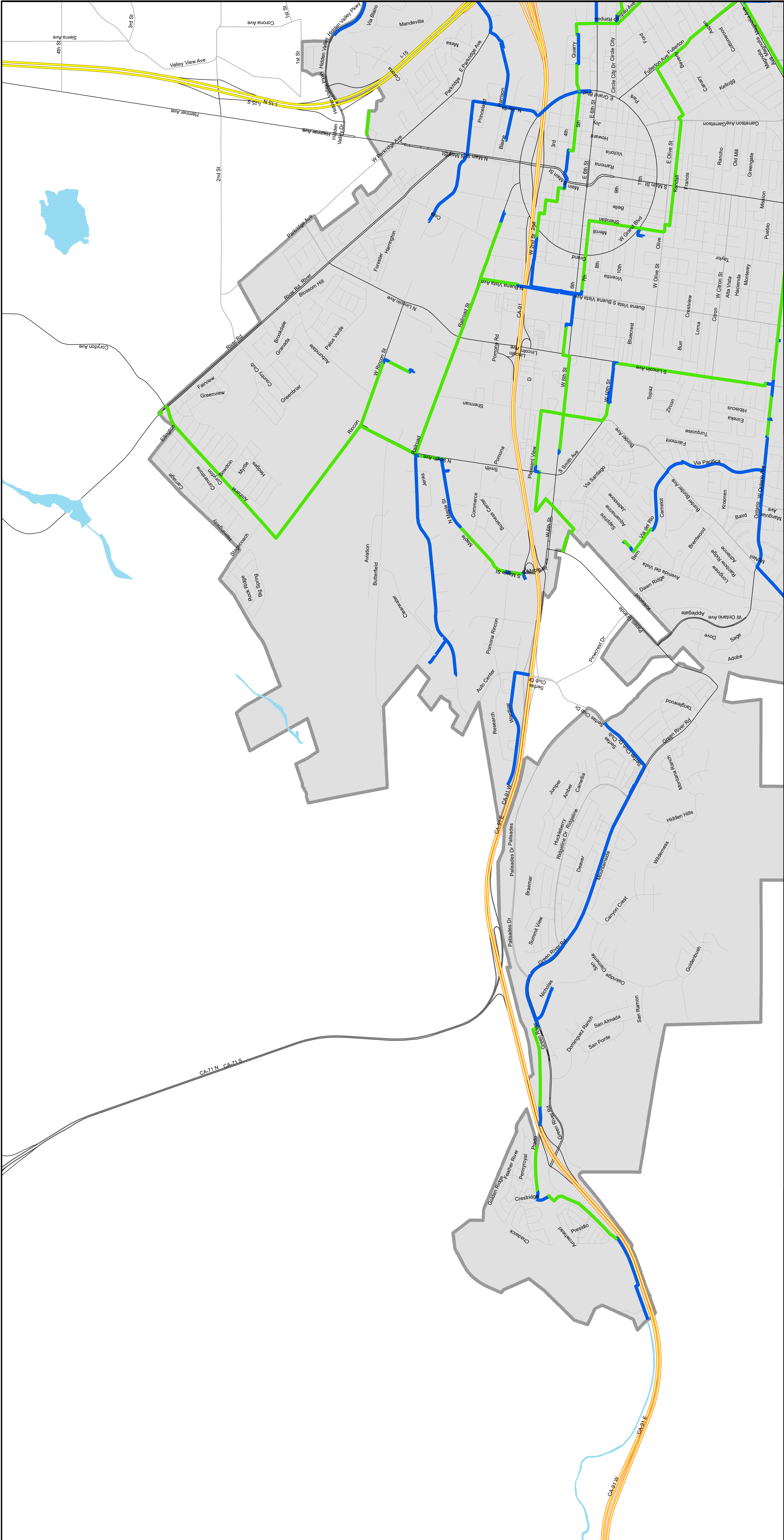
CA\DD\16000.13001\10196396.10



Exhibit A-1

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Corp.

City of Corona, CA



Planned Aerial - 106,376 Linear Ft.

Planned Buried - 177,296 Linear Ft.

Corona

Note: This is a PRELIMINARY VIEW only

Final design not yet completed, thus routes subject to change.

Cables shown in green and blue represent backbone fiber to existing or new cell sites. Not shown above are additional laterals off backbone cables to be determined to serve business customers along the routes.

Verizon/MCImetro Confidential and Proprietary. May Contain Trade Secrets, or Sensitive Commercial or Financial Information. Any Unauthorized Review, Use, Disclosure, Distribution, or Copying is Prohibited.

Data Source: VZB  
Projection: GCS\_WGS\_1984  
Map Created: 12/11/2018  
Map Created By: Brett Parker

NTS

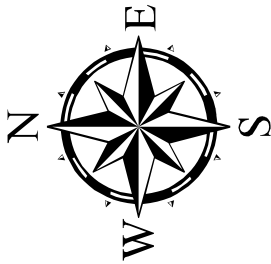




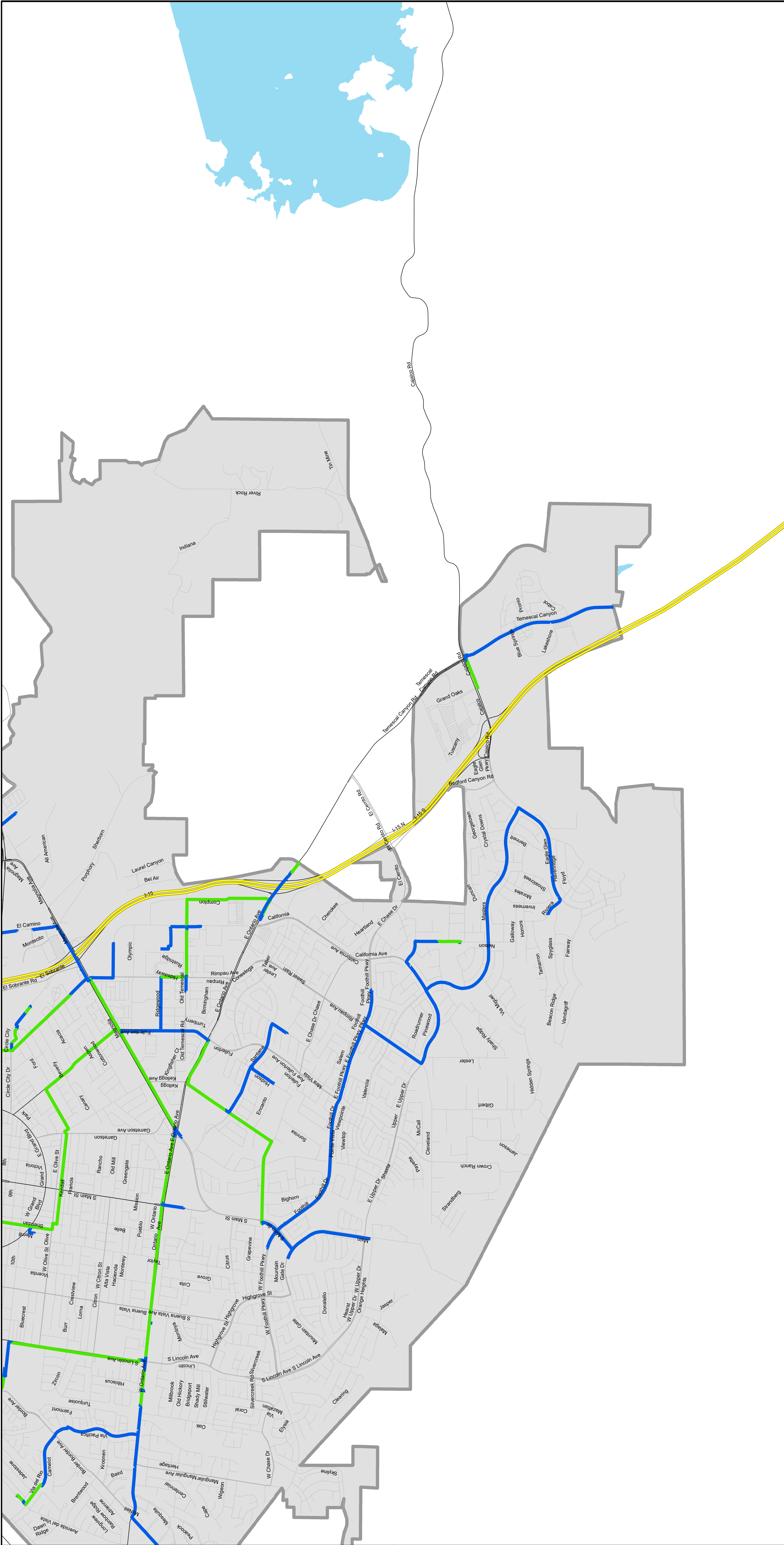




Exhibit A-3

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Corp.

City of Corona, CA



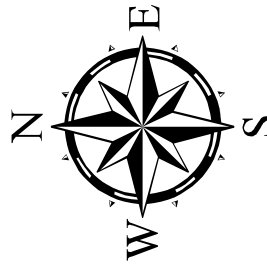
Verizon/MCImetro Confidential and Proprietary. May Contain Trade Secrets, or Sensitive Commercial or Financial Information. Any Unauthorized Review, Use, Disclosure, Distribution, or Copying is Prohibited.

Data Source: VZB  
Projection: GCS\_WGS\_1984  
Map Created: 12/11/2018  
Map Created By: Brett Parker

- Planned Aerial - 106,503 Linear Ft.
- Planned Buried - 134,171 Linear Ft.
- Corona

Note: This is a PRELIMINARY VIEW only

Final design not yet completed, thus routes subject to change.  
Cables shown in green and blue represent backbone fiber to existing or new cell sites. Not shown above are additional laterals off backbone cables to be determined to serve business customers along the routes.



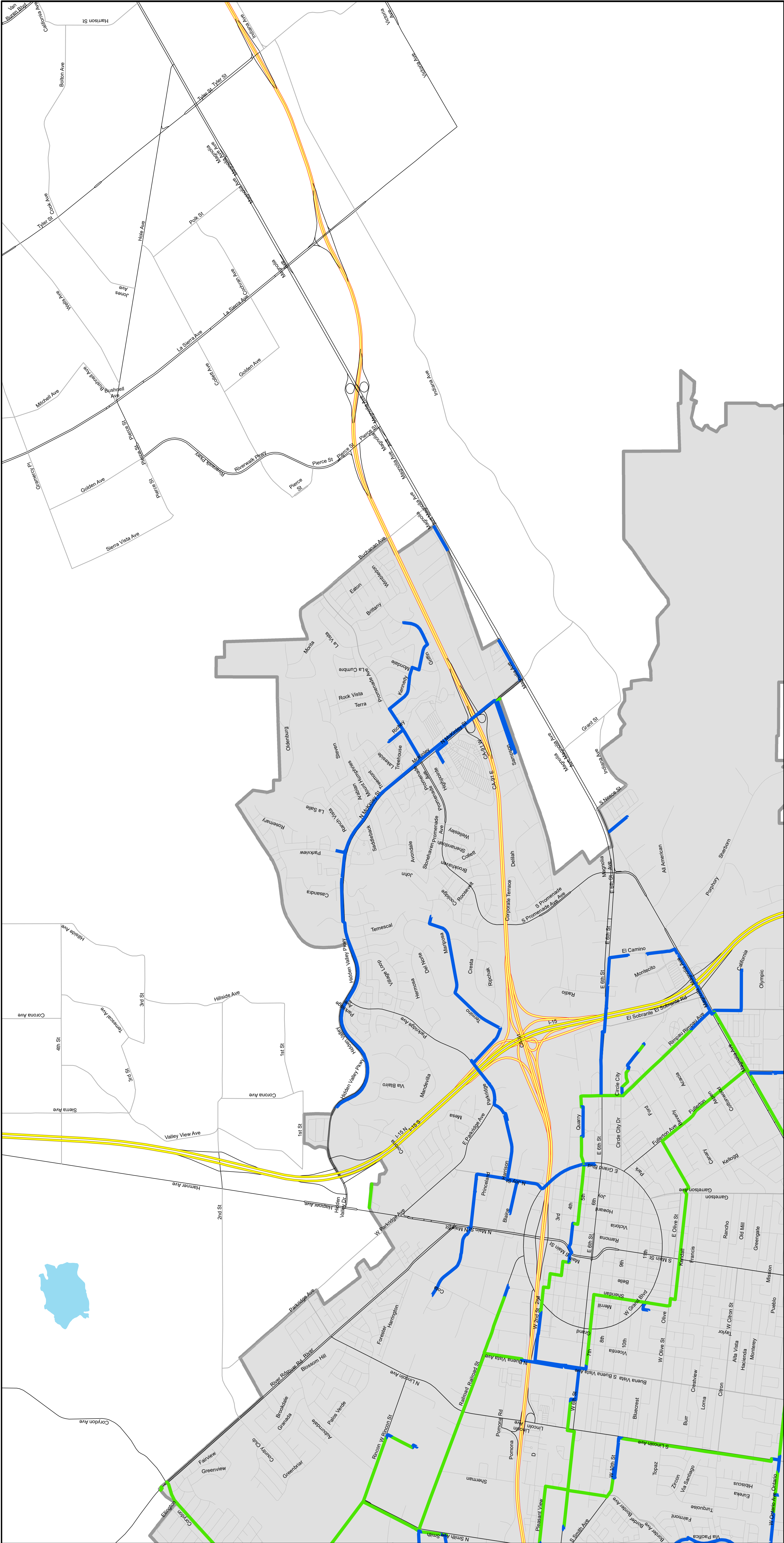
NTS



Exhibit A-4

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Corp.

City of Corona, CA



Planned Aerial - 106,503 Linear Ft.

Planned Buried - 134,171 Linear Ft.

Corona

Note: This is a PRELIMINARY VIEW only

Final design not yet completed, thus routes subject to change.

Cables shown in green and blue represent backbone fiber to existing or new cell sites. Not shown above are additional laterals off backbone cables to be determined to serve business customers along the routes.

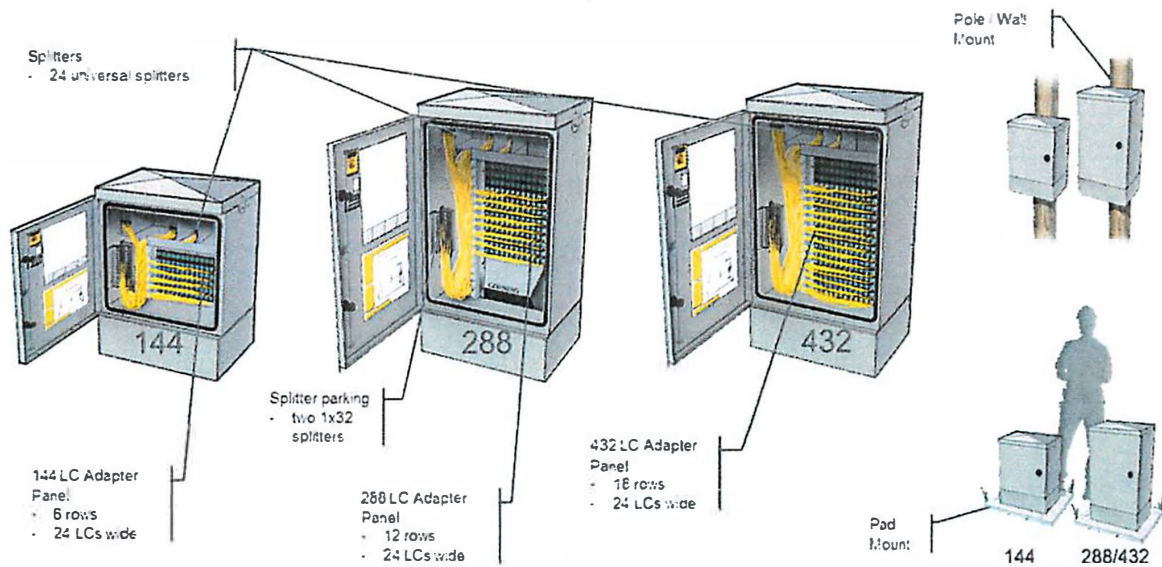
Verizon/MCImetro Confidential and Proprietary. May Contain Trade Secrets, or Sensitive Commercial or Financial Information. Any Unauthorized Review, Use, Disclosure, Distribution, or Copying is Prohibited.

Data Source: VZB  
Projection: GCS\_WGS\_1984  
Map Created: 12/11/2018  
Map Created By: Brett Parker

NTS



**EXHIBIT "B"**  
**DESCRIPTION AND DEPICTION**  
**OF TELECOMMUNICATIONS FACILITIES**



It is anticipated that Fiber Distribution Hubs (FDH) may be required resembling the boxes above. The sizes of the boxes should be no larger than the following:

144: 18 x 18.5 x 13.6 in  
 288: 27 x 18.5 x 13.6 in  
 432: 33.3 x 18.5 x 13.6 in

CA\DD\16000.13001\10196396.10



Agenda Report

---

File #: 19-0036

---

**AGENDA REPORT  
REQUEST FOR CITY COUNCIL ACTION**

DATE: 1/16/2019

TO: Honorable Mayor and City Council Members

FROM: Police Department

**SUBJECT:**

City Council consideration to authorize a Purchase Order for Harris Unity Radios and related accessories from Cazcom, Inc. dba Hi-Desert Communications in the amount of \$119,664.72.

**RECOMMENDED ACTION:**

That the City Council:

1. Make a determination under Corona Municipal Code (CMC) Section 3.08.130(B) that a competitive market does not exist and that no competitive advantage will be gained by the public bidding process since Cazcom, Inc. dba Hi-Desert Communications of Victorville, California, is the exclusive reseller authorized to sell Harris products, to be purchased as part of the Public Safety Enterprise Communication (PSEC) Radio Interoperability Capital Improvement Project.
2. Authorize the Purchasing Agent to issue a purchase order to Cazcom Inc. dba Hi-Desert Communications in the amount of \$119,664.72.
3. Authorize the City Manager and/or the Chief of Police, or their designees, to negotiate and execute any extensions and/or amendments which are either non-substantive and are otherwise consistent with or in furtherance of the City Council's actions hereunder.

**ANALYSIS:**

Since 2013, the Police Department has been incrementally purchasing Harris unity quad band radios. The radios allow the staff to communicate with all local, state and federal law enforcement agencies regardless of the radio system. The Harris unity quad band radio offer communication within analog and digital systems. The Police Department would like to continue purchasing Harris radios for brand continuity, ease of training and use throughout the City's Public Safety Dispatch Center and City's

Emergency Operations Center (EOC).

On December 20, 2017, the Police Department took documents to the City Council to accept \$86,500 from the Federal Department of Homeland Security Grant Program, or HSGP, and sub-granted through the State of California, Riverside County's Fiscal Year 2017 State Homeland Security Program, or SHSP, Grant to purchase twelve (12) radios.

The Police Department had been approved to use the grant funding for items related to the Public Safety Enterprise Communication (PSEC) Radio Interoperability Capital Improvement Project. The HSGP-SHSP Grant is through the California Office of Emergency Services, or Cal OES, in cooperation with the Riverside County Operational Area for reimbursement grant funding assistance to the City.

There was a delay in getting the approval of the required environmental historical preservation form from both the County and the Federal Emergency Management Agency (FEMA). This form is required per the National Environmental Policy Act (NEPA) for any item, that is to be mounted to anything, using Homeland Security funding, in this case, mounting the twelve (12) radios onto the dispatch and EOC communication console furniture and racks.

On November 8, 2018, the City received authorization to move forward on the radio purchases, as the form was approved. Due to the delay in getting the approval, new quotes were gathered, and the radios were switched from a front mounted to a rear mounted configuration. These two items impacted costs to increase by \$13,491.85 from the December 20, 2017 staff report. The changes in the radio mounts resulted from space limitation on the racks and in the equipment room, as well as extra support needed for this penetrating a firewall.

In addition, to the approved grant purchases, the Police Department wants to purchase three more radios for volunteer staff that assist in EOC and other related duties. The recommended action will authorize the purchase of three (3) portable and twelve (12) mobile radios, plus various li-polymer batteries, charging units, and other accessories and software.

Hi-Desert Communications is requested to be an Exception to Competitive Bidding - Non-Public Projects, under the Corona Municipal Code 3.08.140(B), No Competitive Market. Pursuant to CMC Section 3.04.130(B), the City Manager and the City's Purchasing Agent recommend that a determination be made that competitive bidding is not required for the purchase of the Harris Products as no competitive market exists. According to the attached letter from the Harris Corporation, the Harris Corporation has assigned Cazcom, Inc. dba Hi-Desert Communications as the only authorized reseller for this territory. Therefore, no competitive advantage would be gained by the public bidding process and it is in the best interest of the City to purchase the Harris radios and related equipment from Cazcom, Inc dba Hi-Desert Communications.

**COMMITTEE ACTION:**

Not Applicable.

**STRATEGIC PLAN:**

This item supports the City Strategic Plan goal to Promote Public Safety: Protect our Residents and Businesses (a). Ensure adequate funding for police and fire services, (b). Ensure adequate funding

for facilities and equipment needed to support timely delivery of police and fire services to our community and (c). Ensure adequate funding for investments and improvement in infrastructure that support public safety.

**FISCAL IMPACT:**

Funding for purchase of the radios is available in the FY 2018-19 capital project, Public Safety Enterprise Communication (PSEC) Radio Interoperability Capital Improvement Project within the General Fund and the reimbursed Homeland Security Grant funding.

Budget Available / Capital Improvement - PSEC:

Homeland Security Grant (12 mobile radios, etc.)	\$86,500.00
General Fund (12 mobile radios, etc.)	\$13,491.85
<u>General Fund</u> (3 portable radios, etc.)	<u>\$19,672.87</u>
Total	\$119,664.72

**ENVIRONMENTAL ANALYSIS:**

No environmental review is required because the proposed action is not a project under the California Environmental Quality Act.

**PREPARED BY:** BARBARA THIERJUNG, PUBLIC SAFETY FINANCE DEPUTY DIRECTOR

**REVIEWED BY:** JERRY RODRIGUEZ, POLICE CAPTAIN

**REVIEWED BY:** GEORGE JOHNSTONE, CHIEF OF POLICE

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

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

*Attachments: Letter from Harris Communications*

*Cazcom, Inc / Hi-Desert Communications Proposal #254607, 254381, and 254382  
December 20, 2017 - City of Corona Agenda Report 17-1381*



Agenda Report

---

File #: 19-0036

---

**AGENDA REPORT  
REQUEST FOR CITY COUNCIL ACTION**

DATE: 1/16/2019

TO: Honorable Mayor and City Council Members

FROM: Police Department

**SUBJECT:**

City Council consideration to authorize a Purchase Order for Harris Unity Radios and related accessories from Cazcom, Inc. dba Hi-Desert Communications in the amount of \$119,664.72.

**RECOMMENDED ACTION:**

That the City Council:

1. Make a determination under Corona Municipal Code (CMC) Section 3.08.130(B) that a competitive market does not exist and that no competitive advantage will be gained by the public bidding process since Cazcom, Inc. dba Hi-Desert Communications of Victorville, California, is the exclusive reseller authorized to sell Harris products, to be purchased as part of the Public Safety Enterprise Communication (PSEC) Radio Interoperability Capital Improvement Project.
2. Authorize the Purchasing Agent to issue a purchase order to Cazcom Inc. dba Hi-Desert Communications in the amount of \$119,664.72.
3. Authorize the City Manager and/or the Chief of Police, or their designees, to negotiate and execute any extensions and/or amendments which are either non-substantive and are otherwise consistent with or in furtherance of the City Council's actions hereunder.

**ANALYSIS:**

Since 2013, the Police Department has been incrementally purchasing Harris unity quad band radios. The radios allow the staff to communicate with all local, state and federal law enforcement agencies regardless of the radio system. The Harris unity quad band radio offer communication within analog and digital systems. The Police Department would like to continue purchasing Harris radios for brand continuity, ease of training and use throughout the City's Public Safety Dispatch Center and City's



Emergency Operations Center (EOC).

On December 20, 2017, the Police Department took documents to the City Council to accept \$86,500 from the Federal Department of Homeland Security Grant Program, or HSGP, and sub-granted through the State of California, Riverside County's Fiscal Year 2017 State Homeland Security Program, or SHSP, Grant to purchase twelve (12) radios.

The Police Department had been approved to use the grant funding for items related to the Public Safety Enterprise Communication (PSEC) Radio Interoperability Capital Improvement Project. The HSGP-SHSP Grant is through the California Office of Emergency Services, or Cal OES, in cooperation with the Riverside County Operational Area for reimbursement grant funding assistance to the City.

There was a delay in getting the approval of the required environmental historical preservation form from both the County and the Federal Emergency Management Agency (FEMA). This form is required per the National Environmental Policy Act (NEPA) for any item, that is to be mounted to anything, using Homeland Security funding, in this case, mounting the twelve (12) radios onto the dispatch and EOC communication console furniture and racks.

On November 8, 2018, the City received authorization to move forward on the radio purchases, as the form was approved. Due to the delay in getting the approval, new quotes were gathered, and the radios were switched from a front mounted to a rear mounted configuration. These two items impacted costs to increase by \$13,491.85 from the December 20, 2017 staff report. The changes in the radio mounts resulted from space limitation on the racks and in the equipment room, as well as extra support needed for this penetrating a firewall.

In addition, to the approved grant purchases, the Police Department wants to purchase three more radios for volunteer staff that assist in EOC and other related duties. The recommended action will authorize the purchase of three (3) portable and twelve (12) mobile radios, plus various li-polymer batteries, charging units, and other accessories and software.

Hi-Desert Communications is requested to be an Exception to Competitive Bidding - Non-Public Projects, under the Corona Municipal Code 3.08.140(B), No Competitive Market. Pursuant to CMC Section 3.04.130(B), the City Manager and the City's Purchasing Agent recommend that a determination be made that competitive bidding is not required for the purchase of the Harris Products as no competitive market exists. According to the attached letter from the Harris Corporation, the Harris Corporation has assigned Cazcom, Inc. dba Hi-Desert Communications as the only authorized reseller for this territory. Therefore, no competitive advantage would be gained by the public bidding process and it is in the best interest of the City to purchase the Harris radios and related equipment from Cazcom, Inc dba Hi-Desert Communications.

**COMMITTEE ACTION:**

Not Applicable.

**STRATEGIC PLAN:**

This item supports the City Strategic Plan goal to Promote Public Safety: Protect our Residents and Businesses (a). Ensure adequate funding for police and fire services, (b). Ensure adequate funding

for facilities and equipment needed to support timely delivery of police and fire services to our community and (c). Ensure adequate funding for investments and improvement in infrastructure that support public safety.

**FISCAL IMPACT:**

Funding for purchase of the radios is available in the FY 2018-19 capital project, Public Safety Enterprise Communication (PSEC) Radio Interoperability Capital Improvement Project within the General Fund and the reimbursed Homeland Security Grant funding.

Budget Available / Capital Improvement - PSEC:

Homeland Security Grant (12 mobile radios, etc.)	\$86,500.00
General Fund (12 mobile radios, etc.)	\$13,491.85
<u>General Fund</u> (3 portable radios, etc.)	<u>\$19,672.87</u>
Total	\$119,664.72

**ENVIRONMENTAL ANALYSIS:**

No environmental review is required because the proposed action is not a project under the California Environmental Quality Act.

**PREPARED BY:** BARBARA THIERJUNG, PUBLIC SAFETY FINANCE DEPUTY DIRECTOR

**REVIEWED BY:** JERRY RODRIGUEZ, POLICE CAPTAIN

**REVIEWED BY:** GEORGE JOHNSTONE, CHIEF OF POLICE

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

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

*Attachments: Letter from Harris Communications*

*Cazcom, Inc / Hi-Desert Communications Proposal #254607, 254381, and 254382  
December 20, 2017 - City of Corona Agenda Report 17-1381*



**HARRIS CORPORATION**

**221 Jefferson Ridge Parkway  
Lynchburg, VA 24501  
Phone: 800-528-7711  
[www.harris.com](http://www.harris.com)**

November 9, 2018

City of Corona Police Department  
Ms. Michelle Adams  
Accounting – Grants Specialist  
730 Public Safety Way  
Corona, CA 92880

Subject: Authorization of Sales and Service

Dear Ms. Adams:

I would like to confirm that Hi-Desert Communications is the only reseller authorized to sell Harris and Harris powered by Tait products and services to the City of Corona and their associated agencies. Harris has assigned the City of Corona Account to CAZCOM, Inc., dba Hi-Desert Communications as our exclusive representative.

Please let me know if I can be of any further assistance

Sincerely,

A handwritten signature in black ink, appearing to read "A. Todd Perdieu".

Todd Perdieu  
Director, North America Indirect Channel

cc: Chris Lopez





17181 Jasmine Street  
Victorville, CA 92395  
760-243-2332  
[Eric@cazcom.org](mailto:Eric@cazcom.org)

Proposal Number

**254607**

Customer

Company: Corona Police Department

Name: Jason Perez

Address:

Phone:

Quantity	Item Number	Description	Each	Extended
3	XL-PFM1M	HARRIS XL-200 Quad Band Portable Radio (List \$2,900.00)	\$ 2,146.00	\$ 6,438.00
3	XL-PL5L	P25 OTAR Feature (List \$595.00)	\$ 440.30	\$ 1,320.90
3	XL-PL4F	P25 Phase II TDMA (List \$250)	\$ 185.00	\$ 555.00
3	XSL-PKG8F	AES Encryption (List \$695.00)	\$ 514.30	\$ 1,542.90
3	XL-PKGPT	P25 Trunking Feature (List \$1,500.00)	\$ 1,110.00	\$ 3,330.00
3	XL-PKGF1	All Bands VHF/UHF/700/800 (List	\$ 1,110.00	\$ 3,330.00
3	XL-PA3V	Li-ION Battery 3100 MAH (List \$150.00)	\$ 111.00	\$ 333.00
3	XL-NC5Z	Antenna- FLEX 136-870 MHz (List \$100.00)	\$ 74.00	\$ 222.00
3	XL-AE4B	Speaker Microphone w/Emergency (List \$200.00)	\$ 148.00	\$ 444.00
3	XL-HC3L	Metal Belt Clip (List \$25.00)	\$ 18.50	\$ 55.50
3	XL-HC4K	Premium Leather Case with Swivel Belt Loop (List \$140.00)	\$ 103.60	\$ 310.80
3	XL-CH4X	Single Unit Desk Charger (List \$150.00)	\$ 111.00	\$ 333.00
		<b>OPTION</b>		\$ -
	XL-CH4W	VC4000 Vehicular Charger (List \$175.00)	\$ 129.50	

Presented By: C.A. "Ski" Zwarkowski  
Title: CEO/GM  
Date: 12/7/2018  
Phone: 760-243-2332

**The Pricing on this quotation is IAW the current NASPO Contract Pricing**

Equipment Sub-Total	\$ 18,215.10
Sales Tax	\$ 1,411.67
Sub-Total	\$ 19,626.77
Fabrication	
Travel	
Programming	
Shipping/Handling	\$ 46.10
TOTAL	\$ 19,672.87
Payment with Order	
Balance Due on Delivery	\$ 19,672.87

Accepted By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**HARRIS®**  
**assuredcommunications®**



Proposal Number

**254381**

Customer

17181 Jasmine Street  
Victorville, CA 92395  
760-243-2332

[Eric@cazcom.org](mailto:Eric@cazcom.org)

Company: Corona PD

Name: Larry Auck, Jason Perez

Address:

Phone:

Quantity	Item Number	Description	Each	Extended
10	XM-100F	HARRIS UNITY 136-870 MHz Mobile Radio (List \$4,010.00)	\$ 2,887.20	\$ 28,872.00
10	XMCP9F	CH721 SYSTEM Control Head - Remote Mount List (\$825.00)	\$ 594.00	\$ 5,940.00
10	XMZN7R	Remote Mount Cable and Accessory Kit (List \$360.00)	\$ 249.20	\$ 2,492.00
10	XMZN9F	Desktop Microphone for Control Station (List \$195.00)	\$ 140.40	\$ 1,404.00
<b>Features</b>				
10	XMPL4B	P25 Trunking (includes Conventional Below) Feature Package (List \$1,500.00)	\$ 1,080.00	\$ 10,800.00
10	XMPL4F	P25 Phase II TDMA (List \$250.00)	\$ 180.00	\$ 1,800.00
10	XMPL5L	OTAR (Over the Air Re-Keying) List \$695.00)	\$ 500.40	\$ 5,004.00
10	CA-009562-090	90 foot CAN CABLE (List \$265.00)	\$ 190.80	\$ 1,908.00
10	XMPL4C	P25 Encryption (List \$695.00)	\$ 500.40	\$ 5,004.00
<b>Installation Supplies</b>				
10	P136870	Panorama 136-870 MHz Base Station	\$ 326.10	\$ 3,261.00
11	SA-1751-BT	Open Rack Equipment Shelf, Ventilated, 15"D (3 RU's)	\$ 71.55	\$ 787.05
2	RM50A	12VDC Output 19" Rack Mount Power Supply, 50 Amp (3 RU's)	\$ 380.95	\$ 761.90
3	SLXSEC1235	13.8Vdc 30 Amps Cont Switching Power Supply	\$ 193.66	\$ 580.98
5	PD-B6	Protector Fuse Panel, 100 Amp, 6 Outputs, Screw Term with cover	\$ 63.00	\$ 315.00
1	MiscWire	Misc. wire for power	\$ 250.00	\$ 250.00
<b>Contingency</b>				
250	ANDLDF4-50A	1/2"Corrugated Copper Foam HELIAX 50 Ohm Coaxial Cable	\$ 3.18	\$ 795.00



2	POLIS-B50LN-C2-ME	125-1000 MHz Blkhd Mt Lo Power Coax Protctr, N(M) Eq-N(F) Ant	\$ 69.00	\$ 138.00
6	ANDL4TNM-PSA	Type N Male Positive Stop™ for 1/2 in AL4RPV-50, LDF4-50A, HL4RPV-50 cable	\$ 24.68	\$ 148.08
2	Hardware	Antenna and Coax Mounting Hardware	\$ 120.00	\$ 240.00

**Presented By** C. A. "Ski" Zwarkowski  
**Title:** Sales and Service  
**Date:** 12/19/2018  
**Phone:** 760-243-2332

Equipment Sub-Total	\$ 69,179.93
Sales Tax	\$ 5,361.44
Sub-Total	\$ 74,541.37
Fabrication/Installation	\$ 3,800.00
Travel	
Programming	
Shipping/Handling	
TOTAL	\$ 78,341.37
Payment with Order	
Balance Due on Delivery	\$ 78,341.37

**Accepted By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

  
**assuredcommunications®**



17181 Jasmine Street  
Victorville, CA 92395  
760-243-2332  
[Eric@cazcom.org](mailto:Eric@cazcom.org)

**Company:** Corona Fire  
**Name:** Larry Auck  
**Address:**  
  
**Phone:**

Proposal Number

**254382**

Customer

Quantity	Item Number	Description	Each	Extended
2	XM-100F	HARRIS UNITY 136-870 MHz Radio for CS-7000 Desktop Station (List \$4,010.00)	\$ 2,887.20	\$ 5,774.40
2	XMPL5L	OTAR Feature (List \$695.00)	\$ 500.40	\$ 1,000.80
2	XMPL4F	P25 Phase II Feature (List \$250.00)	\$ 180.00	\$ 360.00
2	XMPL4C	P25 Encryption Feature (List \$ 695.00)	\$ 500.40	\$ 1,000.80
2	XMPKGPT	P25 Trunking Feature (List \$1,500.00)	\$ 1,080.00	\$ 2,160.00
2	XMZN8K	Desktop Control Station CS-7000 Local Control (List \$1,995.00)	\$ 1,436.40	\$ 2,872.80
2	XMCP9H	CH721 Control Unit for Control Station (List \$790.00)	\$ 568.80	\$ 1,137.60
2	XMZN9F	Desktop Microphone for Control Station (List \$195.00)	\$ 140.40	\$ 280.80
<b>Antennas</b>				
2	P136870	Panorama 136-870 MHz Base Station	\$ 326.10	\$ 652.20
200	ANDLDF4-50A	1/2" Corrugated Copper Foam HELIAX 50 Ohm Coaxial Cable	\$ 3.18	\$ 636.00
2	POLIS-B50LN-C2-ME	125-1000 MHz Blkhd Mt Lo Power Coax Protctr, N(M) Eq-N(F) Ant	\$ 69.00	\$ 138.00
8	ANDL4TNM-PSA	Type N Male Positive Stop™ for 1/2 in AL4RPV-50, LDF4-50A, HL4RPV-50 cable	\$ 24.68	\$ 197.44
1	Hardware	Antenna and Coax Mounting Hardware	\$ 120.00	\$ 120.00
<b>Installation</b>				
1	SB556084XUFB	Cooper B-Line - 84" x 19" Open Aluminum	\$ 152.03	\$ 152.03
2	SA-1751-BT	Open Rack Equipment Shelf, Ventilated, 15"D (3 RU's)	\$ 71.55	\$ 143.10
2	SB86083S084FB	Cooper B-Line - 3" Wide Vertical Cable Manager	\$ 472.36	\$ 944.72
3	LSS18BLK	Hoffman - Ladder Rack Straight Section	\$ 115.71	\$ 347.13
4	SB2101ABZ	Cooper B-Line - 1-1/2" 90° Junction Splice	\$ 12.43	\$ 49.72
1	LRRMPBLK18	HOFFMAN LRRMPBLK18 Rack-to-Runway Mounting Plate Kit	\$ 50.70	\$ 50.70

3	SB211312FB	B-LINE BY EATON 12" wide runway wall support kit	\$ 30.41	\$ 91.23
2	M1235420	3/4 x 4 x 8 Fire Retardant Plywood	\$ 46.99	\$ 93.98
1	CableEntry	Hardware for 4" cable entry	\$ 45.00	\$ 45.00
1	MischHrdwr	Installation Hardware	\$ 150.00	\$ 150.00

**Presented By:** C. A. "Ski" Zwarkowski  
**Title:** Sales and Service  
**Date:** 12/19/2018  
**Phone:** 760-243-2332

Equipment Sub-Total	\$ 18,203.45
Sales Tax	\$ 1,410.77
Sub-Total	\$ 19,614.22
Fabrication	\$ 1,900.00
Travel	
Programming	
Shipping/Handling	\$ 136.26
TOTAL	\$ 21,650.48
Payment with Order	
Balance Due on Delivery	\$ 21,650.48

**Accepted By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_





## Legislation Details (With Text)

**File #:** 17-1381      **Version:** 1      **Name:**  
**Type:** Grant      **Status:** Passed  
**File created:** 12/7/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:** 12/20/2017  
**Title:** City Council consideration to accept and appropriate \$86,500 for the Fiscal Year 2017 State Homeland Security Program (SHSP) Grant.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** 1. 2017 Grant Subaward Face Sheet, 2. 2017 Grant Assurances, 3. 2017 Grant Risk Assessment Form

Date	Ver.	Action By	Action	Result
12/20/2017	1	City Council	approved	Pass

### AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

**DATE:** 12/20/2017

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

**FROM:** Police Department

**SUBJECT:**

City Council consideration to accept and appropriate \$86,500 for the Fiscal Year 2017 State Homeland Security Program (SHSP) Grant.

**RECOMMENDED ACTION:**

1. That the City Council Authorize the Interim Chief of Police to approve documents to accept the Federal Department of Homeland Security Grant Program, or HSGP, and sub-granted through the State of California, Riverside County's Fiscal Year 2017 State Homeland Security Program, or SHSP, Grant.

2. Authorize the Assistant City Manager / Administrative Service Director, as the Fiscal Manager, to approve the Risk Assessment documents to accept the Federal Department of Homeland Security Grant Program, or HSGP, and sub-granted through the State of California, Riverside County's Fiscal Year 2017 State Homeland Security Program, or SHSP, Grant.

3. Authorize an appropriation and revenue estimate increase in the amount of \$86,500 within the



Reimbursement Grants Fund for the Police Department to purchase items related to the Public Safety Enterprise Communication (PSEC) Radio Interoperability Capital Improvement Project for radio purchases, which will be reimbursed with the above noted grant funds.

**ANALYSIS:**

The HSGP-SHSP Grant through the California Office of Emergency Services, or Cal OES, in cooperation with the Riverside County Operational Area has provided reimbursement grant funding assistance to the City of Corona.

The Police Department has been approved to use the grant funding for items related to the Public Safety Enterprise Communication (PSEC) Radio Interoperability Capital Improvement Project for the purchase of Harris Unity Radios. The radios to be purchased, are quad-band portable radios, which offer communication in all public safety bands and supports our radio interoperability strategic plan goals. It is the same radio the Police Department has been converting to over the last several years. These radios will be used in dispatch section and the City's Emergency Operations Center (EOC).

**COMMITTEE ACTION:**

Not Applicable.

**STRATEGIC PLAN:**

This item supports the City Strategic Plan goal to Promote Public Safety: Protect our Residents and Businesses (b) ensure adequate funding for facilities and equipment needed to support timely delivery of police and fire services to our community.

**FISCAL IMPACT:**

The recommended action will result in an appropriation and revenue estimate increase of \$86,500 within the Reimbursement Grants Fund (Fund 480). There is no local match requirement for this award. The State Homeland Security Program Grant will reimburse the City for the following approved items:

Regional Communications Interoperability - Reimbursement Grants Fund

<u>12 Harris Unity Radios</u>	<u>\$86,500</u>
Total	\$86,500

Twelve (12) radios and related mounts will be purchased for an estimated total of \$85,779. The difference of \$721 in funds will be used to purchase cables and other accessories as needed.

Upon approval of Recommend Action #3, funding for this project will be available in the Fiscal Year 2017-18 Capital Improvement Project Budget as follows:

Fund Name	Fund	Project	Total
Reimbursement Grants	480	70110	\$86,500

Fund	07/01/17 Est. Fund Balance	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Fund Balance Impacts	06/30/18 Est. Fund Balance
Reimbursement Grants	(\$341,977)	\$400,146	\$0	+\$86,500 Revenue (\$86,500) Appropriation	\$58,169

**ENVIRONMENTAL ANALYSIS:**

No environmental review is required because the proposed action is not a project under the California Environmental Quality Act.

**PREPARED BY:** BARBARA THIERJUNG, PUBLIC SAFETY FINANCE DEPUTY DIRECTOR

**REVIEWED BY:** JERRY RODRIGUEZ, POLICE CAPTAIN

**REVIEWED BY:** JAMES PATTON, INTERIM CHIEF OF POLICE

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

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

**Attachments:**

*California Governor's Office of Emergency Services Grant Subaward Face Sheet (2017-0083)  
and Standard Assurances*

*Riverside County Emergency Management Department - Risk Assessment*





## Agenda Report

---

**File #:** 19-0034

---

### **AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 1/16/2019

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

**FROM:** Administrative Services Department

**SUBJECT:**

City Council consideration of Resolution No. 2019-001, certifying the results of an election and adding territory to Community Facilities District No. 2016-1 (Public Services) of the City of Corona (Annexation No. 12).

**RECOMMENDED ACTION:**

That the City Council adopt Resolution No. 2019-001 certifying the results of an election and adding territory to Community Facilities District No. 2016-1 (Public Services) of the City of Corona (Annexation No. 12).

**ANALYSIS:**

Kenneth and Sarah Ibbetson ("Owners") are the Owners of one parcel totaling 1.4 acres, located on Ibbetson Street approximately one-half mile south of the corner of Malaga Street and Upper Drive, in the City of Corona, County of Riverside, State of California, as shown by Assessor's Parcel Map on file in Book 114, Page 69 of Maps, in the Office of the County of Riverside, County, California, legally described in Exhibit "A" of the Consent and Waiver ("Property"). The Owners have agreed to annex the Property into Community Facilities District No. 2016-1 ("CFD 2016-1") for the purpose of financing police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services ("Public Services") within the area of CFD 2016-1, which is necessary to serve new development within the Property.

CFD 2016-1 was formed by the City Council on March 2, 2016 pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 ("Act"). As part of the formation process and in accordance with the Act, the City Council also established an area designated as the "Future Annexation Area" for CFD 2016-1 and authorized the annexation of parcels within the Future Annexation Area to CFD No. 2016-1 upon the unanimous approval and election of the Owner(s) of any such parcel authorizing the levy of special taxes upon such parcel following the annexation of such parcel to CFD No. 2016-1. The annexation of parcels within the Future Annexation Area can be accomplished without any further public hearings or additional proceedings. The Property is within the Future Annexation Area 101

and, thus, can be annexed to CFD 2016-1 with the unanimous approval and election of the Owners.

Prior to tonight's City Council meeting, the Owners executed the attached Consent and Waiver to Shortening of Time for Conducting a Special Elections and submitted ballots, which authorize the annexation of the Property to CFD 2016-1 and the levy of special taxes on the Property to pay for the Public Services.

The attached resolution will certify the results of the election on the annexation of the Property to CFD 2016-1 and annex the Property to CFD 2016-1.

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

Not applicable.

**FISCAL IMPACT:**

Per tax rate set by the Rate and Method of Apportionment (RMA), total maximum assessment rate for CFD 2016-1 is \$580.43 per single family and \$402.70 per multi-family residential unit for Fiscal Year 2019-20. The RMA provides for an annual escalation up to the greater of 4% or the Consumer Price Index (CPI) on July 1, subject to the approval of the City Manager.

On March 1 of each year, every residential building for which a building permit has been issued will be subject to the special taxes in the ensuing fiscal year. Approval of the attached resolution is anticipated to result in approximately \$580 of additional annual special tax revenue per year when the Property is fully developed as planned. The additional assessment for CFD 2016-1 will provide a portion of the cost of Public Services to be provided to the residents within the Property. The Owners will pay for the entire annexation cost.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the adoption of the resolutions may have a significant effect on the environment, the action is not subject to CEQA. This action merely annexes the Property to Community Facilities District 2016-1 and there is no possibility that adopting the above resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** LIEN-CHI CANTUBA, FINANCIAL ANALYST III

**REVIEWED BY:** JENNIFER SCHAEFER, FINANCE MANAGER III

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

---

**File #:** 19-0034

---

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

**Attachment:** Consent and Waiver to Shortening of Time for Conducting a Special Election



## Agenda Report

---

**File #:** 19-0034

---

### **AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 1/16/2019

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

**FROM:** Administrative Services Department

**SUBJECT:**

City Council consideration of Resolution No. 2019-001, certifying the results of an election and adding territory to Community Facilities District No. 2016-1 (Public Services) of the City of Corona (Annexation No. 12).

**RECOMMENDED ACTION:**

That the City Council adopt Resolution No. 2019-001 certifying the results of an election and adding territory to Community Facilities District No. 2016-1 (Public Services) of the City of Corona (Annexation No. 12).

**ANALYSIS:**

Kenneth and Sarah Ibbetson ("Owners") are the Owners of one parcel totaling 1.4 acres, located on Ibbetson Street approximately one-half mile south of the corner of Malaga Street and Upper Drive, in the City of Corona, County of Riverside, State of California, as shown by Assessor's Parcel Map on file in Book 114, Page 69 of Maps, in the Office of the County of Riverside, County, California, legally described in Exhibit "A" of the Consent and Waiver ("Property"). The Owners have agreed to annex the Property into Community Facilities District No. 2016-1 ("CFD 2016-1") for the purpose of financing police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services ("Public Services") within the area of CFD 2016-1, which is necessary to serve new development within the Property.

CFD 2016-1 was formed by the City Council on March 2, 2016 pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 ("Act"). As part of the formation process and in accordance with the Act, the City Council also established an area designated as the "Future Annexation Area" for CFD 2016-1 and authorized the annexation of parcels within the Future Annexation Area to CFD No. 2016-1 upon the unanimous approval and election of the Owner(s) of any such parcel authorizing the levy of special taxes upon such parcel following the annexation of such parcel to CFD No. 2016-1. The annexation of parcels within the Future Annexation Area can be accomplished without any further public hearings or additional proceedings. The Property is within the Future Annexation Area

and, thus, can be annexed to CFD 2016-1 with the unanimous approval and election of the Owners.

Prior to tonight's City Council meeting, the Owners executed the attached Consent and Waiver to Shortening of Time for Conducting a Special Elections and submitted ballots, which authorize the annexation of the Property to CFD 2016-1 and the levy of special taxes on the Property to pay for the Public Services.

The attached resolution will certify the results of the election on the annexation of the Property to CFD 2016-1 and annex the Property to CFD 2016-1.

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

Not applicable.

**FISCAL IMPACT:**

Per tax rate set by the Rate and Method of Apportionment (RMA), total maximum assessment rate for CFD 2016-1 is \$580.43 per single family and \$402.70 per multi-family residential unit for Fiscal Year 2019-20. The RMA provides for an annual escalation up to the greater of 4% or the Consumer Price Index (CPI) on July 1, subject to the approval of the City Manager.

On March 1 of each year, every residential building for which a building permit has been issued will be subject to the special taxes in the ensuing fiscal year. Approval of the attached resolution is anticipated to result in approximately \$580 of additional annual special tax revenue per year when the Property is fully developed as planned. The additional assessment for CFD 2016-1 will provide a portion of the cost of Public Services to be provided to the residents within the Property. The Owners will pay for the entire annexation cost.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the adoption of the resolutions may have a significant effect on the environment, the action is not subject to CEQA. This action merely annexes the Property to Community Facilities District 2016-1 and there is no possibility that adopting the above resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** LIEN-CHI CANTUBA, FINANCIAL ANALYST III

**REVIEWED BY:** JENNIFER SCHAEFER, FINANCE MANAGER III

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

---

**File #:** 19-0034

---

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

**Attachment:** Consent and Waiver to Shortening of Time for Conducting a Special Election

**CONSENT AND WAIVER TO SHORTENING OF TIME  
FOR CONDUCTING A SPECIAL ELECTION IN  
PROPERTY PROPOSED TO BE ANNEXED TO  
COMMUNITY FACILITIES DISTRICT NO. 2016-1  
(PUBLIC SERVICES)  
OF THE CITY OF CORONA**

**ANNEXATION NO. 12**

**TO: CITY COUNCIL  
CITY OF CORONA  
COMMUNITY FACILITIES DISTRICT NO. 2016-1**

THE UNDERSIGNED DOES HEREBY CERTIFY UNDER PENALTY OF PERJURY  
AS FOLLOWS:

1. The undersigned is the owner, or the duly authorized representative of such owner, of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), and, in such capacity, possesses all legal authority necessary to execute this Consent and Waiver for and on behalf of the owner of the Property (the "Owner") in connection with the annexation of the Property to CFD No. 2016-1 (as defined below).
2. The Owner is aware of and understands the following:
  - A. The City Council of the City of Corona (the "City Council") has conducted proceedings pursuant to the "Mello-Roos Community Facilities Act of 1982" (Government Code §53311 and following) (the "Act") to form a community facilities district known and designated as Community Facilities District No. 2016-1 (Public Services) of the City of Corona ("CFD No. 2016-1") for the purpose of financing the Authorized Services (defined below).
  - B. The City Council and the qualified elector of CFD No. 2016-1 have previously authorized the levy of a special tax within CFD No. 2016-1 (the "Special Tax") pursuant to the Act and the Rate and Method of apportionment of the Special Tax (the "Rate and Method"), a copy of which is attached as Exhibit "B" hereto and incorporated herein by this reference. The Special Tax is authorized to be levied to fund the Special Tax Requirement as such term is defined in the Rate and Method for the purpose of paying for certain types of public services as described in Exhibit "C" attached hereto and incorporated herein by this reference (the "Authorized Services"). Such Authorized Services are not replacing services already available within the boundaries of CFD No. 2016-1 and the Property.

- C. Pursuant to Article 3.5 of the Act, the City Council has also undertaken proceedings and authorized the future annexation of certain territory, including the Property, to CFD No. 2016-1, upon the unanimous approval of the owner or owners of each parcel or parcels at the time that such parcel or parcels are annexed, without additional public hearings.
  - D. The Act further requires, as a prerequisite to the annexation of the Property to CFD No. 2016-1 or the levy of the Special Tax within the Property, that the City Council must submit the question of whether or not to levy such Special Tax within the Property to the qualified elector or qualified electors of the Property at a special election. The Act further provides that 2/3's of the qualified electors must vote in favor of the levy of the Special Taxes.
  - E. The Act provides that the qualified elector or qualified electors of the Property shall be the voters registered to vote within Property if at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the Property for each of the ninety (90) days preceding the date of the election at which the question of levying the Special Taxes is submitted to such qualified electors (the "Election Date"). Otherwise, the Act provides that the vote shall be by the landowners of the Property with each such landowner who is the owner of record on the date on which the election date is established, or the authorized representative of such owner, having one vote for each acre or portion of an acre of land that such landowner owns within the Property.
  - F. The provisions of the Act require that such special election be held at least ninety (90), but not more than one hundred eighty days (180), days following the date on which the election date is established; provided, however, any such special election time limit specified by the Act or requirement pertaining to the conduct of such a special election may be waived with the unanimous consent of the qualified elector or qualified electors of the Property and the concurrence of the official conducting the election. As is stated below, it is proposed that the special election shall be held on **January 7, 2019** or such other date upon which all of the qualified electors of the Property and the official conducting the election may concur.
3. The Owner consents to and expressly approves the annexation of the Property to CFD No. 2016-1 and the authorization for the levy of the Special Tax within the Property without further public hearing conducted pursuant to the provisions of the Act. The Owner waives any right which the Owner may have to make any protest or complaint or undertake any legal action challenging the validity of the proceedings of the City Council to authorize the future annexation of the Property to CFD No. 2016-1 or any necessity, requirement, right or entitlement for further public hearing pertaining to the annexation of the Property to CFD No. 2016-1 and the levy of the Special Tax within the Property.




4. Owner certifies that there have been no persons residing within the Property for each of the ninety (90) days preceding the date of this Consent and Waiver.
5. Owner desires that the special election be held on **January 7, 2019** or such other date as the Owner and the City Clerk, acting as the official conducting the election (the "City Clerk"), may mutually agree.
6. Owner knowingly and voluntarily consents to the following:
  - A. To the conduct of the special election on **January 7, 2019** or such other date as the Owner and the City Clerk may mutually agree.
  - B. Owner expressly waives any right which Owner may have to have the special election conducted within the time periods specified in Government Code Section 53326.
  - C. Owner waives any requirement for the mailing of the election ballot.
  - D. Owner further waives any right or entitlement which Owner may have to have the ballot for such election accompanied by arguments for or against the ballot measure and the impartial analysis as otherwise required by Government Code Section 53327.
  - E. Owner waives any protest, complaint or legal action of any nature whatsoever pertaining to the procedures to be undertaken for the conduct of such election, including but not limited to, the shortening of all time periods pertaining to the special election, including but not limited to, the time for holding the special election and the necessity and requirement for any newspaper publication of the notice of such special election and the lack of arguments and impartial analysis.

THIS CONSENT AND WAIVER was executed this 28 day of December, 2018, in  
Corona, California.  
(City/Unincorporated Area) (State)

KENNETH DAVID IBBETSON AND SARAH  
RENEE IBBETSON, as trustees of the Kenneth and  
Sarah Ibbetson 2014 Trust dated December 5, 2014

By:   
Kenneth David Ibbetson

By:   
Sarah Renee Ibbetson

**[Remainder of this page intentionally left blank.]**

## EXHIBIT A

### DESCRIPTION OF PROPERTY

The property located in the City of Corona, County of Riverside, State of California, and described as follows:

NEW PARCEL "C" OF LOT LINE ADJUSTMENT RESOLUTION NO. -LLA 06-009, RECORDED DECEMBER 8, 2008 AS INSTRUMENT NO. 2008-0654894, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL "C" OF SAID LOT LINE ADJUSTMENT NO. 05-012 RECORDED AUGUST 31, 2005 AS INSTRUMENT NO. 2005-717619, OF OFFICIAL RECORDS;

THENCE SOUTH 80°53'10" WEST, A DISTANCE OF 7.90 FEET, TO A POINT LYING ON THE WESTERLY LINE OF AN EASEMENT PER INSTRUMENT NO. 08-0458192, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTHERLY ALONG SAID WESTERLY EASEMENT LINE, SOUTH 07°16'29" WEST, A DISTANCE OF 281.45 FEET, TO A POINT ON THE SOUTHERLY LINE OF PARCEL "A" OF SAID LOT LINE ADJUSTMENT NO. 05-012;

THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF PARCEL "A" OF SAID LOT LINE ADJUSTMENT NO. 05-012, NORTH 82°44'20" WEST, A DISTANCE OF 247.83 FEET, TO THE SOUTHWESTERLY CORNER OF PARCEL "A" OF SAID LOT LINE ADJUSTMENT NO. 05-012;

THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF PARCEL "A" OF SAID LOT LINE ADJUSTMENT NO. 05-012, NORTH 19°46'54" WEST, A DISTANCE OF 150.00 FEET, TO AN ANGLE POINT;

THENCE LEAVING THE WESTERLY LINE OF PARCEL "A" OF SAID LOT LINE ADJUSTMENT NO. 05-012 AND CONTINUING NORTH 70°57'52" EAST, A DISTANCE OF 190.24 FEET, TO AN ANGLE POINT;

THENCE NORTH 09°47'30" EAST, A DISTANCE OF 68.24 FEET, TO AN ANGLE POINT, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF PARCEL "C" OF SAID LOT LINE ADJUSTMENT NO. 05-012;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF PARCEL "C" OF SAID LOT LINE ADJUSTMENT NO. 05-012, SOUTH 80°53'10" EAST, A DISTANCE OF 142.61 FEET, TO THE TRUE POINT OF BEGINNING.

APN: 114-691-006

**EXHIBIT "B"**  
**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-1**  
**(PUBLIC SERVICES)**  
**OF THE CITY OF CORONA**

A Special Tax (the "Special Tax") shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2016-1 (Public Services) (the "CFD No. 2016-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2016, in an amount determined by the City Council of the City of Corona, acting in its capacity as the legislative body of CFD No. 2016-1, by applying the rate and method of apportionment set forth below. All of the real property in CFD No. 2016-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

**A. DEFINITIONS**

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2016-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2016-1, or any designee thereof associated with fulfilling the CFD No. 2016-1 reporting requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2016-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2016-1 for any other administrative purposes of CFD No. 2016-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means the City Manager of the City of Corona, or his or her designee.

"Assessor's Parcel" means a lot or parcel of land that is identifiable by an Assessor's Parcel Number by the County Assessor of the County of Riverside.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the identification number assigned to a parcel by the County Assessor of the County of Riverside.

"CFD" or "CFD No. 2016-1" means the City of Corona Community Facilities District No. 2016-1 (Public Services).

“City” means the City of Corona.

“County” means the County of Riverside.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Developed Multi-Family Property” means all Assessor’s Parcels of Developed Property for which a building permit or use permit for the construction of a residential structure with two or more Residential Units that share a single Assessor’s Parcel Number, as determined by the Administrator, has been issued prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Developed Single Family Property” means any residential property other than a Developed Multi-Family Property on an Assessor’s Parcel for which a building permit for new construction has been issued by the City on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Exempt Property” means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section E.

“Fiscal Year” means the period from and including July 1<sup>st</sup> of any year to and including the following June 30<sup>th</sup>.

“Maximum Special Tax” means the Maximum Special Tax, as applicable, levied within the CFD for any Fiscal Year.

“Future Annexation Area” means any area included inside the boundaries of the proposed boundary map included in Appendix C.

“Proportionately” means for Taxable Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor’s Parcels.

“Residential Unit” or “RU” means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

“Residential Property” means all Assessor’s Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

“Services” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2016-1 as set forth in Appendix B.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property.

"Special Tax Requirement" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the public safety needs of CFD No. 2016-1 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) paramedic services, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax Requirement include funds for bonds.

"Taxable Property" means all Assessor's Parcels within CFD No. 2016-1, which are not Exempt Property.

"Taxable Unit" means a Residential Unit.

#### B. RATE AND METHOD OF APPORTIONMENT OF MAXIMUM SPECIAL TAX RATES

As of July 1 of each Fiscal Year, commencing July 1, 2016, the Council shall determine the Special Tax Requirement and shall levy the Special Tax upon each of the Assessor's Parcels within the CFD which constitute a Developed Single Family Property or a Developed Multi-Family Property until the aggregate amount of Special Tax equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

The Maximum Special Tax for Fiscal Year 2016-2017 for a Developed Single Family Property and a Developed Multi-Family Property are shown below in Table 1.

TABLE 1  
MAXIMUM SPECIAL TAX RATES  
FISCAL YEAR 2016-2017

Description	Taxable Unit	Maximum Special Tax
Developed Single Family Property	RU	\$516
Developed Multi-Family Property	RU	\$358

#### Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2017 the Maximum Special Tax for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items)

for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by four percent (4.0%), whichever is greater.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2016-1 is an Exempt Property.

#### C. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2016-1 from time to time. Pursuant to California Government Code section 53339 et seq., the rate and method adopted for the annexed property shall reflect the Maximum Special Tax rate at the then current year's Maximum Special Tax rate as set forth in Appendix A.

#### D. TERM OF SPECIAL TAX

For each Fiscal Year, the Maximum Special Taxes shall be levied as long as the Services are being provided within the boundaries of CFD No. 2016-1.

#### E. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2016-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator; or (v) Assessor's Parcel which is not a Developed Single Family Property or a Developed Multi-Family Property.

#### F. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

#### G. MANNER OF COLLECTION

The Maximum Special Taxes levied in each Fiscal Year shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided

for ad valorem taxes. However, the District may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

The Maximum Special Taxes when levied shall be secured by the lien imposed pursuant to Section 3115.5 of the Streets and Highways Code. This lien shall be a continuing lien and shall secure each levy of Maximum Special Taxes. The lien of Maximum Special Taxes shall continue in force and effect until the Special Tax ceases to be levied in the manner provided by Section 53330.5 of the Government Code.



**APPENDIX A**

**CITY OF CORONA**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-1**  
**(PUBLIC SERVICES)**

**ANNEXATION SUMMARY**

**Public Services** - It is estimated that the cost of providing police, fire protection, and paramedic services being funded by the Special Tax for the Community Facilities District No. 2016-1 (Public Services) will be as follows for the Fiscal Year 2016-2017:

- \$516 per residential unit for Developed Single Family Residential Property
- \$358 per residential unit for Developed Multi-Family Residential Property

**Annual Escalation** - On each July 1, commencing on July 1, 2017 the Maximum Special Tax for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by four percent (4.0%), whichever is greater.

Annex. #	Fiscal Year	Tract	Development Name	No. of Taxable Units	Land Use Category	Maximum Special Tax at Annex.	Subdivider
Original	2016-17	36355	Village of Terrassa	146	Developed Single Family Property	\$516	Tri Pointe Homes, Inc
1	2017-18	36533	Monteolivo	103	Developed Single Family Property	\$516	Mari Girgis, LLC
2	2017-18	36427	Boardwalk Townhomes	148	Developed Multi-Family Property	\$358	LCG Harrington, LLC
3	2017-18	37057	Valencia & Seville	92	Developed Single Family Property	\$536.64	Van Daele
4	2017-18	36294	Bedford	Up to 1621	Developed Single Family Property	\$536.64	Arantine Hills Holdings, LP
5	2017-18	36541	Sierra Bella	237	Developed Single Family Property	\$536.64	CalAtlantic Group, Inc.
6	2017-18	35661	The Monterey	149	Developed Multi-Family Property	\$372.32	Vista Monterey 91, LLC
7	2017-18	31373		25	Developed Single Family Property	\$536.64	Yehnes El Kaseer, LLC
8	2017-18	36544	Skyline Heights	292	Developed Single Family Property	\$536.64	JHB Colony Investments, LLC and American Superior Land, LLC
9	2018-19	33135	Kraemer Ranch	62	Developed Single Family Property	\$558.11	Knowleton Communities
10	2019-20	37114		4	Developed Single Family Property	\$580.43	Karen Parker
11	2019-20	37203		4	Developed Single Family Property	\$580.43	William J. Meister and Lois K. Meister

Annex. #	Fiscal Year	Tract	Development Name	No. of Taxable Units	Land Use Category	Maximum Special Tax at Annex.	Subdivider
12	2019-20	36873		1	Developed Single Family Property	\$580.43	Kenneth and Sarah Ibbetson

## **APPENDIX B**

### **CITY OF CORONA COMMUNITY FACILITIES DISTRICT NO. 2016-1 (PUBLIC SERVICES)**

#### **DESCRIPTION OF AUTHORIZED SERVICES**

The services which may be funded with proceeds of the special tax of CFD No. 2016-1, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety.

These services include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2016-1 and the Future Annexation Area of CFD No. 2016-1 or for the benefit of the properties within the boundaries of CFD No. 2016-1 and the Future Annexation Area of CFD No. 2016-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2016-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2016-1 before CFD No. 2016-1 was created.

## **EXHIBIT "C"**

### **DESCRIPTION OF AUTHORIZED SERVICES**

The services which may be funded with proceeds of the special tax of CFD No. 2016-1, as provided by Section 53313 of the Act, will include

Public Safety Services: The annual costs of police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services, within and in the area of the proposed community facilities district.

The community facilities district shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of the community facilities district.

The above services shall be limited to those provided within the boundaries of CFD No. 2016-1 or for the benefit of the properties within the boundaries of CFD No. 2016-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2016-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2016-1 before CFD No. 2016-1 was created or such properties are annexed to CFD No. 2016-1.

## **RESOLUTION NO. 2019-001**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, CERTIFYING THE RESULTS OF AN ELECTION AND ADDING TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2016-1 (PUBLIC SERVICES) OF THE CITY OF CORONA (ANNEXATION NO. 12)**

**WHEREAS**, the City Council of the City of Corona, California (the "City Council") has previously formed Community Facilities District No. 2016-1 (Public Services) of the City of Corona ("CFD No. 2016-1") pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended, for the purpose of financing certain facilities and services; and

**WHEREAS**, acting pursuant to the Act, the City Council also authorized, by the adoption of Resolution No. 2016-029 (the "Resolution Authorizing Future Annexation"), the annexation in the future of territory to CFD No. 2016-1, such territory designated as Future Annexation Area, Community Facilities District No. 2016-1 (the "Future Annexation Area"); and

**WHEREAS**, the City has received the unanimous consent to the annexation of certain territory located within the Future Annexation Area to CFD No. 2016-1 from the property owner of such territory, and such territory has been designated as Annexation No. 12 (the "Territory"); and

**WHEREAS**, less than twelve (12) registered voters have resided within the Territory for each of the ninety (90) days preceding the election date established for the Territory, therefore, pursuant to the Act the qualified elector of the Territory shall be the "landowner" of such Territory, as such term is defined in Government Code Section 53317(f); and

**WHEREAS**, the landowner(s) who is the owner of record as of the applicable election date, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of the parcel of land that landowner owns within such Territory and if more than one of the record owners of an identified parcel submits a ballot, the votes attributable to the parcel shall be allocated in proportion to the respective record ownership interest of each record owner, rounded to the nearest one-tenth of a vote; and

**WHEREAS**, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the Territory to the qualified elector thereof and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified elector of the Territory; and

**WHEREAS**, the City Clerk of the City of Corona has caused ballots to be distributed to the qualified elector of the Territory with votes allocated in proportion to the respective record ownership interest of each record owner, rounded to the nearest one-tenth of a vote, has received and canvassed such ballots and made a report to the City Council regarding the

results of such canvas, a copy of which is attached as Exhibit "A" hereto and incorporated herein by this reference; and

**WHEREAS**, at this time the measure voted upon did receive the favorable vote of the qualified elector of the Territory, and the City Council desires to declare the results of the election; and

**WHEREAS**, a map showing the Territory and designated as Annexation Map No. 12 (the "Annexation Map"), a copy of which is attached as Exhibit "B" hereto and incorporated herein by this reference, has been submitted to this legislative body.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Corona, California, acting as the legislative body of Community Facilities District No. 2016-1, as follows:

**SECTION 1. Recitals.** The above recitals are true and correct.

**SECTION 2. Findings.** The City Council hereby further determine as follows:

A. The unanimous consent as described in the recitals hereto to the annexation of the Territory to CFD No. 2016-1 has been given by the owner of the Territory and such consent shall be kept on file in the Office of the City Clerk of the City of Corona.

B. Less than twelve (12) registered voters have resided within the Territory for each of the ninety (90) days preceding the election date established for each of the parcels located within the Territory, therefore, pursuant to the Act the qualified elector for the Territory shall be the "landowner" of the Territory as such term is defined in Government Code Section 53317(f).

C. The qualified elector of the Territory has voted in favor of the levy of special taxes on the Territory upon its annexation to CFD No. 2016-1.

**SECTION 3. Territory.** The boundaries and parcels of property within the Territory and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services and public facilities are shown on the Annexation Map as submitted to and hereby approved by the City Council.

**SECTION 4. Declaration of Annexation.** The City Council hereby determines and declares that the Territory, and each parcel therein, is now added to and becomes a part of CFD No. 2016-1. The City Council, acting as the legislative body of CFD No. 2016-1, is hereby empowered to levy the authorized special tax within the Territory.

**SECTION 5. Notice.** Immediately upon adoption of this Resolution, notice shall be given as follows:

A. A copy of the Annexation Map, as approved, shall be filed in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

B. An Amendment to the Notice of Special Tax Lien (Notice of Annexation) shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

**SECTION 6.** Effective Date. This Resolution shall become effective upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 16th day of January 2019.

\_\_\_\_\_  
Mayor of the City of Corona, California

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Corona, California

**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 16th day of January 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of January 2019.

---

City Clerk of the City of Corona



# CERTIFICATE OF ELECTION OFFICIAL AND STATEMENT OF VOTES CAST

The undersigned, ELECTION OFFICIAL OF THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DOES HEREBY CERTIFY that pursuant to the provisions of Section 53326 of the Government Code and Division 12, commencing with Section 17000 of the Elections Code of the State of California, I did canvass the returns of the votes cast at the

held on the election date established for each parcel located within the territory included in Annexation No. 12.

VOTES CAST ON PROPOSITION 1:	YES	<u>2</u>
	NO	0

CITY CLERK  
ELECTION OFFICIAL  
CITY OF CORONA  
OF THE STATE OF CALIFORNIA

# EXHIBIT "B"

## ANNEXATION MAP

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2016-1 (PUBLIC SERVICES), OF THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON JANUARY 28, 2016 IN BOOK 79 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 26 AND AS INSTRUMENT NO. 2016-0034626 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2016-1 (PUBLIC SERVICES), CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CORONA AT A REGULAR MEETING THEREOF, HELD ON \_\_\_\_ DAY OF \_\_\_\_, 20\_\_ BY RESOLUTION NO. \_\_\_\_.

\_\_\_\_\_  
CITY CLERK  
CITY OF CORONA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF CORONA,  
THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_.

\_\_\_\_\_  
CITY CLERK  
CITY OF CORONA

### ANNEXATION MAP NO. 12

#### COMMUNITY FACILITIES DISTRICT NO. 2016-1 (PUBLIC SERVICES)

#### CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_ AT  
THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M. IN BOOK \_\_\_\_  
PAGE \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY  
FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY  
RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF  
CALIFORNIA.

FEE: \_\_\_\_ NO.: \_\_\_\_  
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: \_\_\_\_\_  
DEPUTY

THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2018-19.

**SPICER CONSULTING**  
G R D U P

**LEGEND**

— ANNEXATION AREA BOUNDARY

— PARCEL BOUNDARY

XXX-XXX-XXX ASSESSOR'S PARCEL NUMBER



## Agenda Report

---

**File #:** 19-0045

---

### **AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 1/16/2019

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

**FROM:** Fire Department

**SUBJECT:**

City Council consideration of a purchase order for Zoll Auto Pulse equipment in the amount of \$153,220.50 and General Fund appropriation of \$153,220.50.

**RECOMMENDED ACTION:**

That the City Council:

1. Approve the purchase of 10 Zoll AutoPulse Cardiopulmonary resuscitation (CPR) Units pursuant to Corona Municipal Code 3.08.140 (E) as Exceptions to Competitive Bidding - Non-Public Projects, the purpose of bidding is otherwise accomplished.
2. Authorize the Purchasing Manager to issue purchase orders to Zoll Medical Corporation in the amount of \$153,220.50.
3. Authorize the appropriation of \$153,220.50 from the unappropriated General Fund Balance-City Equipment Reserve, to the Fire Department's operating budget for the purchase of 10 Zoll AutoPulse CPR Units.

**ANALYSIS:**

The Corona Fire Department requests an exception to bidding pursuant to CMC 3.08.140(E) to approve the purchase of (10) new Zoll AutoPulse Units to improve Cardiopulmonary resuscitation (CPR) and cardiac arrest outcomes. The Zoll AutoPulse is the only device of its kind, automatically sizing the patient and providing circumferential compressions squeezing the patient's entire chest to improve blood flow to the heart and brain. All other units on the market utilize a simple piston driven compression foot to simply push straight down on the patient's chest which in clinical trials have been shown far less effective then circumferential squeezing.

The Corona Fire Department Emergency Medical Service (EMS) Division and EMS Technicians' 127

Advisory Group (TAG) have been in pursuit of increasing department CPR performance as well as up to date technology to improve service to our community in the form of improving survivability rates from Sudden Cardiac Arrest (SCA). As a department, we have initiated numerous measures to give our citizens the highest chances of survival. This spans from training as many potential bystanders as possible (Community CPR), providing alerts to potential CPR trained individuals in the event they are close enough to make a positive impact (Pulse Point), and maintaining crews that are trained in the most up to date and effective methods of delivering manual high-performance CPR. The next step is to acquire technology that aids in the consistent delivery of artificial perfusion when as it is impossible to provide manually. This next step is the Zoll AutoPulse which delivers more effective, circumferential compressions, continuously, even during movement and transport of the patient. The AutoPulse also aids in crew safety and decreases the risk of injury.

The Corona Fire Department responds to an average of 10 SCA per month and has achieved Return of Spontaneous Circulation (ROSC) at a rate of 47% in the 2017 calendar year.

Unit ID	Total # of Cardiac Arrests with Resuscitation Attempt	Total # of SCA where Transport was Warranted	Percentage of SCA where the patient was transported
Engine 1	29	20	69%
Engine 2	11	9	82%
Engine 3	16	12	75%
Engine 4	14	10	71%
Engine 5	6	4	67%
Engine 6	22	17	77%
Engine 7	9	7	78%
Total	107	79	74%

The 'Total # of SCA where "Transport was warranted" represents those patients who remained viable enough to continue resuscitation en-route to the hospital. This means compromised CPR performance during movement downstairs, through hallways, and in the back of a moving ambulance. 74% of our SCA patients would have benefited from this technology

74% of our patients show signs of viability warranting transport to the hospital but will be exposed to subpar CPR during movement and transport. Even the 47% with ROSC statistically have a 40% chance of relapse into cardiac arrest, meaning that the potential for further resuscitation efforts en-route to definitive care is high.

The three categories are Utstein, Asystole, and Return of Spontaneous Circulation (ROSC).

- Utstein - This measurement is widely used as a measurement of success on only the most viable patients. This includes a witnessed arrest, with bystander CPR and with shockable rhythms. Most SCA do not fall within this category, so it generally provides a very high percentage skewing the true stats.
- Asystole - These are patients who are traditionally considered to be the least viable patient or not viable at all. Rialto has determined that ROSC on these patients is achieved at an average of 26 minutes with use of the AutoPulse. Corona Fire Department personnel currently attempt resuscitation efforts for a minimum of 30 minutes.
- Return of Spontaneous Circulation (ROSC) - How often ROSC is achieved regardless of circumstance or rhythm.

Listed below are the most recent numbers we have obtained comparing ourselves to the Rialto Fire Department, who currently uses the Zoll AutoPulse.

	Rialto Fire Department	Corona Fire Department
Utstein	83%	58%
Asystole	39%	18%
ROSC	65%	32%

The AutoPulse allows for some other techniques to be used such as heads up CPR, which can only effectively be performed with an automated compression device. By elevating the patient's head and torso 30 degrees venous pressure is reduced allowing for increased blood flow to the brain and heart. Heads up CPR decreases Internal Cranial Pressure increasing coronary and cerebral perfusion pressures, allowing for greater oxygenation of the brain.

Multiple comparative studies have demonstrated improved vital signs because the AutoPulse drives superior blood flow, resulting in coronary perfusion pressure levels 33% higher than those of sternal compressions, positively impacting return of spontaneous circulation (ROSC) and survival.

#### **POSITIVE IMPACTS**

- Increased provider safety as it allows for rescuers to remain seated during transport.
- Allows for the delivery of continuous compressions during patient movement and transport.
- Delivers high quality circumferential chest compressions without the need for rotation of personnel or risk of rescuer fatigue.
- Allows rescuers to focus on other considerations and life-saving measures.

#### **SHORTCOMINGS**

- Cannot be utilized on all patients depending on age, weight, and SCA etiology. However, it can be used on the majority of SCA resuscitated.
- Initial startup costs for equipment.

The Zoll AutoPulse equipment utilizes "life bands" which are for one-time use and are disposable. The department anticipates purchasing 150 life bands per year at \$135 each, for a total of \$20,250. This figure will vary depending on actual usage of the equipment. The Zoll AutoPulse batteries have a life expectancy of approximately four years and currently cost \$890 each to replace.

#### **COMMITTEE ACTION:**

Not Applicable.

#### **STRATEGIC PLAN:**

This item supports the City's Strategic Plan Goal to Promote Public Safety: Protect our Residents and Businesses (b) ensure adequate funding for facilities and equipment needed to support timely delivery of fire services to our community.

#### **FISCAL IMPACT:**

Approval of the recommended actions will result in a budget appropriation of \$153,220.50 from the General Fund Balance's Equipment Reserve to the Fire Department's operating budget to purchase 10 Zoll AutoPulse CPR Units.

The City of Corona receives an annual distribution of ambulance fine monies from the Riverside County EMS Agency. The distribution is based on late response penalties charged to American Medical Response (AMR). The City's distribution for Fiscal Year 2017-18 was \$74,113.35. The estimate for Fiscal Year 2018-19 is \$79,107.15 and is included in the General Fund revenue estimates for the Paramedic Program. The combined total of the two years is \$153,220.50.

The purchase of the equipment will result in recurring annual costs of approximately \$20,250 for the replacement of the life bands (150 each x \$135). Batteries are anticipated to be replaced every four years with a cost of \$890 each. Future funding requests will be incorporated into the Fire Department's General Fund operating budget request during the budget process.

<b>GENERAL FUND</b>	
Budget Workshop May 23, 2018 - Estimated Revenue Over Expenditures	\$6,626,911
Previously approved budget adjustments (net)	(5,524,609)
Current Estimated Revenue Over Expenditures*	1,102,302
Appropriate \$153,220.50 to Fire's operating budget, reduce General Fund City Equipment Reserve by \$153,220.50. Net Fund Balance Impact \$0.	0
<b>Revised Estimated Revenue Over Expenditures</b>	<b>\$1,102,302</b>
Budget Balancing Measures Reserve - Estimated for 07/01/18	\$20,645,252
Estimated FY 2018-19 Change in Budget Balancing Measures	1,102,302
<b>Budget Balancing Measures Reserve - Estimated Balance 06/30/19</b>	<b>\$21,747,554</b>
<i>*Approved through Council Action or other operational process.</i>	

#### ENVIRONMENTAL ANALYSIS:

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

#### Zoll AutoPulse



**PREPARED BY:** BRET OFFUTT, FIRE DEPARTMENT EMS OFFICER

**REVIEWED BY:** CHRIS COX, DEPUTY FIRE CHIEF

**REVIEWED BY:** BRIAN YOUNG, FIRE CHIEF

**REVIEWED BY:** CITA LONGSWORTH, PURCHASING MANAGER

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

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

Attachment: Zoll AutoPulse Quote - January 2019





## Agenda Report

---

**File #:** 19-0045

---

### **AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 1/16/2019

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

**FROM:** Fire Department

**SUBJECT:**

City Council consideration of a purchase order for Zoll Auto Pulse equipment in the amount of \$153,220.50 and General Fund appropriation of \$153,220.50.

**RECOMMENDED ACTION:**

That the City Council:

1. Approve the purchase of 10 Zoll AutoPulse Cardiopulmonary resuscitation (CPR) Units pursuant to Corona Municipal Code 3.08.140 (E) as Exceptions to Competitive Bidding - Non-Public Projects, the purpose of bidding is otherwise accomplished.
2. Authorize the Purchasing Manager to issue purchase orders to Zoll Medical Corporation in the amount of \$153,220.50.
3. Authorize the appropriation of \$153,220.50 from the unappropriated General Fund Balance-City Equipment Reserve, to the Fire Department's operating budget for the purchase of 10 Zoll AutoPulse CPR Units.

**ANALYSIS:**

The Corona Fire Department requests an exception to bidding pursuant to CMC 3.08.140(E) to approve the purchase of (10) new Zoll AutoPulse Units to improve Cardiopulmonary resuscitation (CPR) and cardiac arrest outcomes. The Zoll AutoPulse is the only device of its kind, automatically sizing the patient and providing circumferential compressions squeezing the patient's entire chest to improve blood flow to the heart and brain. All other units on the market utilize a simple piston driven compression foot to simply push straight down on the patient's chest which in clinical trials have been shown far less effective then circumferential squeezing.

The Corona Fire Department Emergency Medical Service (EMS) Division and EMS Technicians' 132

Advisory Group (TAG) have been in pursuit of increasing department CPR performance as well as up to date technology to improve service to our community in the form of improving survivability rates from Sudden Cardiac Arrest (SCA). As a department, we have initiated numerous measures to give our citizens the highest chances of survival. This spans from training as many potential bystanders as possible (Community CPR), providing alerts to potential CPR trained individuals in the event they are close enough to make a positive impact (Pulse Point), and maintaining crews that are trained in the most up to date and effective methods of delivering manual high-performance CPR. The next step is to acquire technology that aids in the consistent delivery of artificial perfusion when as it is impossible to provide manually. This next step is the Zoll AutoPulse which delivers more effective, circumferential compressions, continuously, even during movement and transport of the patient. The AutoPulse also aids in crew safety and decreases the risk of injury.

The Corona Fire Department responds to an average of 10 SCA per month and has achieved Return of Spontaneous Circulation (ROSC) at a rate of 47% in the 2017 calendar year.

Unit ID	Total # of Cardiac Arrests with Resuscitation Attempt	Total # of SCA where Transport was Warranted	Percentage of SCA where the patient was transported
Engine 1	29	20	69%
Engine 2	11	9	82%
Engine 3	16	12	75%
Engine 4	14	10	71%
Engine 5	6	4	67%
Engine 6	22	17	77%
Engine 7	9	7	78%
Total	107	79	74%

The 'Total # of SCA where "Transport was warranted" represents those patients who remained viable enough to continue resuscitation en-route to the hospital. This means compromised CPR performance during movement downstairs, through hallways, and in the back of a moving ambulance. 74% of our SCA patients would have benefited from this technology

74% of our patients show signs of viability warranting transport to the hospital but will be exposed to subpar CPR during movement and transport. Even the 47% with ROSC statistically have a 40% chance of relapse into cardiac arrest, meaning that the potential for further resuscitation efforts en-route to definitive care is high.

The three categories are Utstein, Asystole, and Return of Spontaneous Circulation (ROSC).

- Utstein - This measurement is widely used as a measurement of success on only the most viable patients. This includes a witnessed arrest, with bystander CPR and with shockable rhythms. Most SCA do not fall within this category, so it generally provides a very high percentage skewing the true stats.
- Asystole - These are patients who are traditionally considered to be the least viable patient or not viable at all. Rialto has determined that ROSC on these patients is achieved at an average of 26 minutes with use of the AutoPulse. Corona Fire Department personnel currently attempt resuscitation efforts for a minimum of 30 minutes.
- Return of Spontaneous Circulation (ROSC) - How often ROSC is achieved regardless of circumstance or rhythm.

Listed below are the most recent numbers we have obtained comparing ourselves to the Rialto Fire Department, who currently uses the Zoll AutoPulse.

	Rialto Fire Department	Corona Fire Department
Utstein	83%	58%
Asystole	39%	18%
ROSC	65%	32%

The AutoPulse allows for some other techniques to be used such as heads up CPR, which can only effectively be performed with an automated compression device. By elevating the patient's head and torso 30 degrees venous pressure is reduced allowing for increased blood flow to the brain and heart. Heads up CPR decreases Internal Cranial Pressure increasing coronary and cerebral perfusion pressures, allowing for greater oxygenation of the brain.

Multiple comparative studies have demonstrated improved vital signs because the AutoPulse drives superior blood flow, resulting in coronary perfusion pressure levels 33% higher than those of sternal compressions, positively impacting return of spontaneous circulation (ROSC) and survival.

#### **POSITIVE IMPACTS**

- Increased provider safety as it allows for rescuers to remain seated during transport.
- Allows for the delivery of continuous compressions during patient movement and transport.
- Delivers high quality circumferential chest compressions without the need for rotation of personnel or risk of rescuer fatigue.
- Allows rescuers to focus on other considerations and life-saving measures.

#### **SHORTCOMINGS**

- Cannot be utilized on all patients depending on age, weight, and SCA etiology. However, it can be used on the majority of SCA resuscitated.
- Initial startup costs for equipment.

The Zoll AutoPulse equipment utilizes "life bands" which are for one-time use and are disposable. The department anticipates purchasing 150 life bands per year at \$135 each, for a total of \$20,250. This figure will vary depending on actual usage of the equipment. The Zoll AutoPulse batteries have a life expectancy of approximately four years and currently cost \$890 each to replace.

#### **COMMITTEE ACTION:**

Not Applicable.

#### **STRATEGIC PLAN:**

This item supports the City's Strategic Plan Goal to Promote Public Safety: Protect our Residents and Businesses (b) ensure adequate funding for facilities and equipment needed to support timely delivery of fire services to our community.

#### **FISCAL IMPACT:**

Approval of the recommended actions will result in a budget appropriation of \$153,220.50 from the General Fund Balance's Equipment Reserve to the Fire Department's operating budget to purchase 10 Zoll AutoPulse CPR Units.

The City of Corona receives an annual distribution of ambulance fine monies from the Riverside County EMS Agency. The distribution is based on late response penalties charged to American Medical Response (AMR). The City's distribution for Fiscal Year 2017-18 was \$74,113.35. The estimate for Fiscal Year 2018-19 is \$79,107.15 and is included in the General Fund revenue estimates for the Paramedic Program. The combined total of the two years is \$153,220.50.

The purchase of the equipment will result in recurring annual costs of approximately \$20,250 for the replacement of the life bands (150 each x \$135). Batteries are anticipated to be replaced every four years with a cost of \$890 each. Future funding requests will be incorporated into the Fire Department's General Fund operating budget request during the budget process.

<b>GENERAL FUND</b>	
Budget Workshop May 23, 2018 - Estimated Revenue Over Expenditures	\$6,626,911
Previously approved budget adjustments (net)	(5,524,609)
Current Estimated Revenue Over Expenditures*	1,102,302
Appropriate \$153,220.50 to Fire's operating budget, reduce General Fund City Equipment Reserve by \$153,220.50. Net Fund Balance Impact \$0.	0
<b>Revised Estimated Revenue Over Expenditures</b>	<b>\$1,102,302</b>
Budget Balancing Measures Reserve - Estimated for 07/01/18	\$20,645,252
Estimated FY 2018-19 Change in Budget Balancing Measures	1,102,302
<b>Budget Balancing Measures Reserve - Estimated Balance 06/30/19</b>	<b>\$21,747,554</b>
<i>*Approved through Council Action or other operational process.</i>	

#### ENVIRONMENTAL ANALYSIS:

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

#### Zoll AutoPulse



**PREPARED BY:** BRET OFFUTT, FIRE DEPARTMENT EMS OFFICER

**REVIEWED BY:** CHRIS COX, DEPUTY FIRE CHIEF

**REVIEWED BY:** BRIAN YOUNG, FIRE CHIEF

**REVIEWED BY:** CITA LONGSWORTH, PURCHASING MANAGER

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

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

Attachment: Zoll AutoPulse Quote - January 2019



**TO: Corona Fire Department**  
735 Public Safety Way  
Corona, CA 92880

Attn: **Bret Offutt**

email: [bret.offutt@coronaca.gov](mailto:bret.offutt@coronaca.gov)

Tel: 951-736-2460

## ZOLL Medical Corporation

Worldwide HeadQuarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

### QUOTATION 292048 V:3

**DATE:** January 09, 2019

**TERMS:** Net 30 Days

**FOB:** Shipping Point

**FREIGHT:** Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	8700-0730-01	<b>AutoPulse® System with Pass Thru</b> - Generates consistent and uninterrupted chest compressions, offering improved blood flow during cardiac arrest. Includes Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	10	\$10,995.00	\$10,995.00	\$109,950.00
2	8700-0706-01	<b>LifeBand® 3 pack</b> - Single-use chest compression band. (3 per package)	20	\$375.00	\$375.00	\$7,500.00
3	8700-0752-01	<b>AutoPulse® Li-Ion Battery</b> - for use with the AutoPulse Platform.	30	\$825.00	\$825.00	\$24,750.00
4	8700-0753-01	<b>Autopulse SurePower Charger, U.S.</b> Tests, Charges and automatically verifies battery charge level. Includes User Guide and U.S Power Cord. Standard one (1) year warranty.	10	\$2,295.00	No Charge	No Charge *
5	8700-000850-40	<b>AutoPulse® Quick Case, Blue</b> - All-in-one carrying case and patient moving sheet for the Autopulse Resuscitation System.	10	\$495.00	No Charge	No Charge *
6		Estimated Sales Tax at 7.75%				\$11,020.50
*Reflects Promotional Pricing valid until January 31, 2019.  Free Freight is only valid for an order placed on or before January 31, 2019.						

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

**TOTAL \$153,220.50**

Catherine Prophet Anderson  
Sr. EMS Account Executive  
949-436-4369

1. DELIVERY WILL BE MADE 120-150 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL JANUARY 31, 2019.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).



# City of Corona

400 S. Vicentia Ave.  
Corona, CA 92882

## Agenda

### **AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION**

DATE: 1/16/2019

TO: Honorable Mayor and City Council Members

FROM: Fire Department

**SUBJECT:**

City Council consideration of a purchase order for Zoll Auto Pulse equipment in the amount of \$153,220.50 and General Fund appropriation of \$153,220.50.

**RECOMMENDED ACTION:**

That the City Council:

1. Approve the purchase of 10 Zoll AutoPulse Cardiopulmonary resuscitation (CPR) Units pursuant to Corona Municipal Code 3.08.140 (E) as Exceptions to Competitive Bidding - Non-Public Projects, the purpose of bidding is otherwise accomplished.
2. Authorize the Purchasing Manager to issue purchase orders to Zoll Medical Corporation in the amount of \$153,220.50.
3. Authorize the appropriation of \$153,220.50 from the unappropriated General Fund Balance-City Equipment Reserve, to the Fire Department's operating budget for the purchase of 10 Zoll AutoPulse CPR Units.

**ANALYSIS:**

The Corona Fire Department requests an exception to bidding pursuant to CMC 3.08.140(E) to approve the purchase of (10) new Zoll AutoPulse Units to improve Cardiopulmonary resuscitation (CPR) and cardiac arrest outcomes. The Zoll AutoPulse is the only device of its kind, automatically sizing the patient and providing circumferential compressions squeezing the patient's entire chest to improve blood flow to the heart and brain. All other units on the market utilize a simple piston driven compression foot to simply push straight down on the patient's chest which in clinical trials have been shown far less effective then circumferential squeezing.



The Corona Fire Department Emergency Medical Service (EMS) Division and EMS Technical Advisory Group (TAG) have been in pursuit of increasing department CPR performance as well as up to date technology to improve service to our community in the form of improving survivability rates from Sudden Cardiac Arrest (SCA). As a department, we have initiated numerous measures to give our citizens the highest chances of survival. This spans from training as many potential bystanders as possible (Community CPR), providing alerts to potential CPR trained individuals in the event they are close enough to make a positive impact (Pulse Point), and maintaining crews that are trained in the most up to date and effective methods of delivering manual high-performance CPR. The next step is to acquire technology that aids in the consistent delivery of artificial perfusion when as it is impossible to provide manually. This next step is the Zoll AutoPulse which delivers more effective, circumferential compressions, continuously, even during movement and transport of the patient. The AutoPulse also aids in crew safety and decreases the risk of injury.

The Corona Fire Department responds to an average of 10 SCA per month and has achieved Return of Spontaneous Circulation (ROSC) at a rate of 47% in the 2017 calendar year.

Unit ID	Total # of Cardiac Arrests with Resuscitation Attempt	Total # of SCA where Transport was Warranted	Percentage of SCA where the patient was transported
Engine 1	29	20	69%
Engine 2	11	9	82%
Engine 3	16	12	75%
Engine 4	14	10	71%
Engine 5	6	4	67%
Engine 6	22	17	77%
Engine 7	9	7	78%
Total	107	79	74%

The 'Total # of SCA where "Transport was warranted" represents those patients who remained viable enough to continue resuscitation en-route to the hospital. This means compromised CPR performance during movement downstairs, through hallways, and in the back of a moving ambulance. 74% of our SCA patients would have benefited from this technology

74% of our patients show signs of viability warranting transport to the hospital but will be exposed to subpar CPR during movement and transport. Even the 47% with ROSC statistically have a 40% chance of relapse into cardiac arrest, meaning that the potential for further resuscitation efforts en-route to definitive care is high.

The three categories are Utstein, Asystole, and Return of Spontaneous Circulation (ROSC).

- Utstein – This measurement is widely used as a measurement of success on only the most viable patients. This includes a witnessed arrest, with bystander CPR

and with shockable rhythms. Most SCA do not fall within this category, so it generally provides a very high percentage skewing the true stats.

- Asystole – These are patients who are traditionally considered to be the least viable patient or not viable at all. Rialto has determined that ROSC on these patients is achieved at an average of 26 minutes with use of the AutoPulse. Corona Fire Department personnel currently attempt resuscitation efforts for a minimum of 30 minutes.
- Return of Spontaneous Circulation (ROSC) – How often ROSC is achieved regardless of circumstance or rhythm.

Listed below are the most recent numbers we have obtained comparing ourselves to the Rialto Fire Department, who currently uses the Zoll AutoPulse.

	Rialto Fire Department	Corona Fire Department
Utstein	83%	58%
Asystole	39%	18%
ROSC	65%	32%

The AutoPulse allows for some other techniques to be used such as heads up CPR, which can only effectively be performed with an automated compression device. By elevating the patient's head and torso 30 degrees venous pressure is reduced allowing for increased blood flow to the brain and heart. Heads up CPR decreases Internal Cranial Pressure increasing coronary and cerebral perfusion pressures, allowing for greater oxygenation of the brain.

Multiple comparative studies have demonstrated improved vital signs because the AutoPulse drives superior blood flow, resulting in coronary perfusion pressure levels 33% higher than those of sternal compressions, positively impacting return of spontaneous circulation (ROSC) and survival.

## **POSITIVE IMPACTS**

- Increased provider safety as it allows for rescuers to remain seated during transport.
- Allows for the delivery of continuous compressions during patient movement and transport.
- Delivers high quality circumferential chest compressions without the need for rotation of personnel or risk of rescuer fatigue.
- Allows rescuers to focus on other considerations and life-saving measures.

## **SHORTCOMINGS**

- Cannot be utilized on all patients depending on age, weight, and SCA etiology. However, it can be used on the majority of SCA resuscitated.
- Initial startup costs for equipment.

The Zoll AutoPulse equipment utilizes “life bands” which are for one-time use and are disposable. The department anticipates purchasing 150 life bands per year at \$135 each, for a total of \$20,250. This figure will vary depending on actual usage of the equipment. The Zoll AutoPulse batteries have a life expectancy of approximately four years and currently cost \$890 each to replace.

**COMMITTEE ACTION:**

Not Applicable.

**STRATEGIC PLAN:**

This item supports the City’s Strategic Plan Goal to Promote Public Safety: Protect our Residents and Businesses (b) ensure adequate funding for facilities and equipment needed to support timely delivery of fire services to our community.

**FISCAL IMPACT:**

Approval of the recommended actions will result in a budget appropriation of \$153,220.50 from the General Fund Balance’s Equipment Reserve to the Fire Department’s operating budget to purchase 10 Zoll AutoPulse CPR Units.

The City of Corona receives an annual distribution of ambulance fine monies from the Riverside County EMS Agency. The distribution is based on late response penalties charged to American Medical Response (AMR). The City’s distribution for Fiscal Year 2017-18 was \$74,113.35. The estimate for Fiscal Year 2018-19 is \$79,107.15 and is included in the General Fund revenue estimates for the Paramedic Program. The combined total of the two years is \$153,220.50.

The purchase of the equipment will result in recurring annual costs of approximately \$20,250 for the replacement of the life bands (150 each x \$135). Batteries are anticipated to be replaced every four years with a cost of \$890 each. Future funding requests will be incorporated into the Fire Department’s General Fund operating budget request during the budget process.

<b>GENERAL FUND</b>	
Budget Workshop May 23, 2018 – Estimated Revenue Over Expenditures	\$6,626,911
Previously approved budget adjustments (net)	(5,524,609)
Current Estimated Revenue Over Expenditures*	1,102,302
Appropriate \$153,220.50 to Fire’s operating budget, reduce General Fund City Equipment Reserve by \$153,220.50. Net Fund Balance Impact \$0.	0
<b>Revised Estimated Revenue Over Expenditures</b>	<b>\$1,102,302</b>
Budget Balancing Measures Reserve – Estimated for 07/01/18	\$20,645,252
Estimated FY 2018-19 Change in Budget Balancing Measures	1,102,302
<b>Budget Balancing Measures Reserve – Estimated Balance 06/30/19</b>	<b>\$21,747,554</b>
<i>*Approved through Council Action or other operational process.</i>	

**ENVIRONMENTAL ANALYSIS:**

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

**Zoll AutoPulse**

**PREPARED BY:** BRET OFFUTT, FIRE DEPARTMENT EMS OFFICER

**REVIEWED BY:** CHRIS COX, DEPUTY FIRE CHIEF

**REVIEWED BY:** BRIAN YOUNG, FIRE CHIEF

**REVIEWED BY:** CITA LONGSWORTH, PURCHASING MANAGER

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

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

Attachment: Zoll AutoPulse Quote - January 2019



Agenda Report

---

File #: 19-0035

---

**AGENDA REPORT  
REQUEST FOR CITY COUNCIL ACTION**

DATE: 1/16/2019

TO: Honorable Mayor and City Council Members

FROM: Administrative Services Department

**SUBJECT:**

Public Hearing for City Council consideration of Resolution No. 2019-002, calling special election and Resolution No. 2019-003, declaring the results of the special election for Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona on the proposition of the annual levy of special taxes within the territory proposed to be annexed (Annexation No. 9).

**RECOMMENDED ACTION:**

That the City Council:

1. Adopt Resolution No. 2019-002 calling special election and submitting to the qualified electors of territory proposed to be annexed to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona the question of levying special taxes within the territory proposed to be annexed (Annexation No. 9).
2. Adopt Resolution No. 2019-003 declaring the results of the special election for Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona on the proposition of the annual levy of special taxes within the territory proposed to be annexed to said Community Facilities District to pay the costs of certain services to be provided by the Community Facilities District, determining that the territory proposed to be annexed is added to and part of said Community Facilities District with full legal effect (Annexation No. 9).

**ANALYSIS:**

On December 10, 2018, the City Council adopted Resolution No. 2018-127, a Resolution of Intention to annex territory to the Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona and commence the annexation proceedings for the territory to be annexed, also shown as Annexation No. 9. A public hearing was set for January 16, 2019 to conduct an election for the landowners and to declare the results of that election.

The Resolution of Intention was adopted by the City Council in response to petitions filed by Kenneth 143

and Sarah Ibbetson, property owners of 1.4 acres included as Assessor's Parcel Number 114-691-006 ("Property") within the City, requesting that the City annex into CFD No. 2016-3 (Maintenance Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as landscaping and lighting, street sweeping, and pavement management.

As required by the Resolution of Intention, a boundary map of the territory proposed to be annexed was recorded on December 12, 2018, as Document No. 2018-0483574 with the Riverside County Recorder. The area proposed within Annexation No. 9 will encompass 2 new detached single-family residential units on 1.4 net acres. The tract proposed to be annexed into CFD No. 2016-3 will be included in Tax Zone 10. This tax rate includes a Maximum Special Tax A of \$832 per residential unit, per year, for the maintenance of public facilities. There are no services being funded by the levy of Special Tax B for contingent services. The Maximum Special Taxes are proposed to escalate each year at the greater of Consumer Price Index (CPI) or 2%.

Kenneth and Sarah Ibbetson have agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, for the annexation of the Property to CFD No. 2016-3 (Maintenance Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election immediately following the public hearing scheduled for January 16, 2019.

Resolution No. 2019-002 calls for a special election on the proposition of the annual levy of special taxes on the Property to pay for the services described above. Resolution No. 2019-003 declares the results of the special election and adds the Property to CFD 2016-3.

Should these resolutions be approved, the Property will be added to and made a part of CFD 2016-3 with full legal effect and, upon recordation of a Notice of Special Tax Lien against the Property, special taxes may be levied against the Subject Parcels commencing in Fiscal Year 2019-20.

**COMMITTEE ACTION:**

Not applicable

**STRATEGIC PLAN:**

Not applicable

**FISCAL IMPACT:**

On March 1 of each year, every residential building for which a building permit has been issued will be subject to the special taxes in the ensuing Fiscal Year. If the anticipated costs of maintaining the facilities in any given Fiscal Year, prior to buildout of the project, exceeds the special tax revenues available from parcels for which building permits have been issued, then the special tax may also be on property with recorded final subdivision maps, as well as other undeveloped property.

The residential development will be assessed in accordance with the Rate and Method of Apportionment Special Tax A set forth in Exhibit "B" to Resolution No. 2018-127, the proposed total maximum assessment rate for Tax Zone 10 for Special Tax A is \$832 per unit per year. The assessment rate is proposed to escalate on July 1 of each year at the greater of Consumer Price Index (CPI) or 2%. The new residential property will generate a special annual tax of approximately 144

\$1,662 for maintenance services in Fiscal Year 2019-20. The total annexation cost was borne by the property owner, which includes the City Attorney fees, assessment engineer fees, publication, and City staff time.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the adoption of the resolutions may have a significant effect on the environment, the action is not subject to CEQA. This action merely annexes the Property to Community Facilities District 2016-3 and there is no possibility that adopting the above resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** JENNIFER SCHAEFER, FINANCE MANAGER III

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

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

**ATTACHMENTS:** Project Map and Recorded Boundary Map





Agenda Report

---

File #: 19-0035

---

**AGENDA REPORT  
REQUEST FOR CITY COUNCIL ACTION**

DATE: 1/16/2019

TO: Honorable Mayor and City Council Members

FROM: Administrative Services Department

**SUBJECT:**

Public Hearing for City Council consideration of Resolution No. 2019-002, calling special election and Resolution No. 2019-003, declaring the results of the special election for Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona on the proposition of the annual levy of special taxes within the territory proposed to be annexed (Annexation No. 9).

**RECOMMENDED ACTION:**

That the City Council:

1. Adopt Resolution No. 2019-002 calling special election and submitting to the qualified electors of territory proposed to be annexed to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona the question of levying special taxes within the territory proposed to be annexed (Annexation No. 9).
2. Adopt Resolution No. 2019-003 declaring the results of the special election for Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona on the proposition of the annual levy of special taxes within the territory proposed to be annexed to said Community Facilities District to pay the costs of certain services to be provided by the Community Facilities District, determining that the territory proposed to be annexed is added to and part of said Community Facilities District with full legal effect (Annexation No. 9).

**ANALYSIS:**

On December 10, 2018, the City Council adopted Resolution No. 2018-127, a Resolution of Intention to annex territory to the Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona and commence the annexation proceedings for the territory to be annexed, also shown as Annexation No. 9. A public hearing was set for January 16, 2019 to conduct an election for the landowners and to declare the results of that election.

The Resolution of Intention was adopted by the City Council in response to petitions filed by Kenneth 146

and Sarah Ibbetson, property owners of 1.4 acres included as Assessor's Parcel Number 114-691-006 ("Property") within the City, requesting that the City annex into CFD No. 2016-3 (Maintenance Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as landscaping and lighting, street sweeping, and pavement management.

As required by the Resolution of Intention, a boundary map of the territory proposed to be annexed was recorded on December 12, 2018, as Document No. 2018-0483574 with the Riverside County Recorder. The area proposed within Annexation No. 9 will encompass 2 new detached single-family residential units on 1.4 net acres. The tract proposed to be annexed into CFD No. 2016-3 will be included in Tax Zone 10. This tax rate includes a Maximum Special Tax A of \$832 per residential unit, per year, for the maintenance of public facilities. There are no services being funded by the levy of Special Tax B for contingent services. The Maximum Special Taxes are proposed to escalate each year at the greater of Consumer Price Index (CPI) or 2%.

Kenneth and Sarah Ibbetson have agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, for the annexation of the Property to CFD No. 2016-3 (Maintenance Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election immediately following the public hearing scheduled for January 16, 2019.

Resolution No. 2019-002 calls for a special election on the proposition of the annual levy of special taxes on the Property to pay for the services described above. Resolution No. 2019-003 declares the results of the special election and adds the Property to CFD 2016-3.

Should these resolutions be approved, the Property will be added to and made a part of CFD 2016-3 with full legal effect and, upon recordation of a Notice of Special Tax Lien against the Property, special taxes may be levied against the Subject Parcels commencing in Fiscal Year 2019-20.

**COMMITTEE ACTION:**

Not applicable

**STRATEGIC PLAN:**

Not applicable

**FISCAL IMPACT:**

On March 1 of each year, every residential building for which a building permit has been issued will be subject to the special taxes in the ensuing Fiscal Year. If the anticipated costs of maintaining the facilities in any given Fiscal Year, prior to buildout of the project, exceeds the special tax revenues available from parcels for which building permits have been issued, then the special tax may also be on property with recorded final subdivision maps, as well as other undeveloped property.

The residential development will be assessed in accordance with the Rate and Method of Apportionment Special Tax A set forth in Exhibit "B" to Resolution No. 2018-127, the proposed total maximum assessment rate for Tax Zone 10 for Special Tax A is \$832 per unit per year. The assessment rate is proposed to escalate on July 1 of each year at the greater of Consumer Price Index (CPI) or 2%. The new residential property will generate a special annual tax of approximately <sup>147</sup>

\$1,662 for maintenance services in Fiscal Year 2019-20. The total annexation cost was borne by the property owner, which includes the City Attorney fees, assessment engineer fees, publication, and City staff time.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the adoption of the resolutions may have a significant effect on the environment, the action is not subject to CEQA. This action merely annexes the Property to Community Facilities District 2016-3 and there is no possibility that adopting the above resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** JENNIFER SCHAEFER, FINANCE MANAGER III

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

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

**ATTACHMENTS:** Project Map and Recorded Boundary Map

PROJECT MAP  
CFD NO. 2016-3 (MAINTENANCE SERVICES)  
ANNEXATION NO. 9 – PM 36873





THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES), OF THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

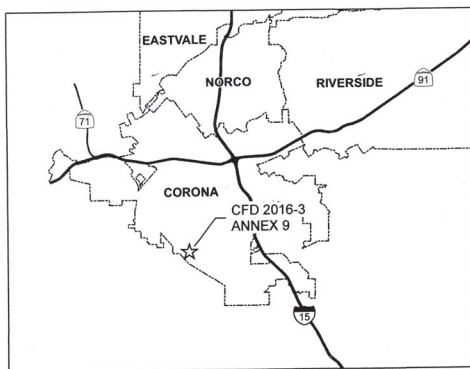
THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON JANUARY 28, 2016 IN BOOK 79 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 26 AND AS INSTRUMENT NO. 2016-0034624 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES), CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CORONA AT A REGULAR MEETING THEREOF, HELD ON 10 DAY OF Dec., 2018, BY RESOLUTION NO. 2018-127

Sylvia Edwards  
CITY CLERK  
CITY OF CORONA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF CORONA,  
THIS 10 DAY OF Dec., 2018.

Sylvia Edwards  
CITY CLERK  
CITY OF CORONA



THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2018-19.

## ANNEXATION MAP NO. 9

### COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)

#### CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



#### LEGEND

- ANNEXATION AREA BOUNDARY
- PARCEL BOUNDARY
- XXX-XXX-XXX ASSESSOR'S PARCEL NUMBER
- TAX ZONE

SHEET 1 OF 1 SHEET

RECORDED THIS 12th DAY OF December, 2018, AT  
THE HOUR OF 2:30 O'CLOCK PM IN BOOK 83  
PAGE 36 OF MAPS OF ASSESSMENT AND COMMUNITY  
FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY  
RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF  
CALIFORNIA.

FEE: \$9- NO.: 2018-0483574  
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: CMG DEPUTY



**RESOLUTION NO. 2019-002**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CORONA CALLING SPECIAL ELECTION AND  
SUBMITTING TO THE QUALIFIED ELECTORS OF  
TERRITORY PROPOSED TO BE ANNEXED TO  
COMMUNITY FACILITIES DISTRICT NO. 2016-3  
(MAINTENANCE SERVICES) OF THE CITY OF CORONA  
THE QUESTION OF LEVYING SPECIAL TAXES WITHIN  
THE TERRITORY PROPOSED TO BE ANNEXED  
(ANNEXATION NO. 9)**

**WHEREAS**, the City Council (the “City Council”) of City of Corona (the “City”) has heretofore conducted proceedings for the establishment of and has established Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, County of Riverside, State of California (the “Community Facilities District”), and the Community Facilities District has been authorized to annually levy special taxes to pay the costs of the maintenance of public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within the Community Facilities District and in the surrounding area and the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District.

**WHEREAS**, the City Council has been advised that the owners of approximately 1.4 gross acres of land wish to have their land included within the boundaries of the Community Facilities District and have requested that such land be annexed thereto; and

**WHEREAS**, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” to annex such land to the Community Facilities District; and

**WHEREAS**, on December 10, 2018 the City Council adopted Resolution No. 2018-127, a resolution of intention to annex the Property to the Community Facilities District pursuant to Section 53339.2 of the California Government Code, determining that the public convenience and necessity require that said Property be annexed to the Community Facilities District and containing all of the matters prescribed by Section 53339.3 of said Code, and fixing 6:30 p.m. on January 16, 2019 in the Council Chambers of the City Council, 400 South Vicentia, Corona, California, as the time and place for a hearing upon said resolution; and

**WHEREAS**, pursuant to said resolution, the City Clerk has published and mailed notice of the time and place of said hearing as required by Section 53339.4 of said Code; and

**WHEREAS**, on January 16, 2019, at the time and place of said hearing, the City Council afforded all interested persons for or against the annexation of the Property to the Community Facilities District an opportunity to present testimony and to protest against the proposed annexation of said Property to the Community Facilities District, and no protests, either oral or in writing, were received; and

**WHEREAS**, pursuant to Section 53339.7 of said Code, the City Council may now submit the question of levying a special tax within the area proposed to be annexed to the Community Facilities District to the qualified electors within said territory.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CORONA AS FOLLOWS:**

**SECTION 1. Findings.** The City Council finds that: (i) the foregoing recitals are correct; (ii) less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District during the 90 days preceding the close of the public hearing on January 16, 2019, and no persons are registered to vote therein; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory proposed to be annexed to the Community Facilities District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within said territory which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) Kenneth Ibbetson and Sarah Ibbetson, the owners of all of the territory proposed to be annexed to the Community Facilities District, has by written consent (a) waived the time limits set forth in said Section 53326 for holding the election called by this resolution, (b) consented to the holding of said election on January 16, 2019, (c) waived notice and mailed notice of the time and date of said election, and (d) waived an impartial analysis by the City Attorney of the ballot proposition pursuant to Section 9280 of the California Elections Code, mailing of a statement pursuant to Section 9401 of said Code, and arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of said Code; and (vi) the City Clerk has consented to the holding of said election on January 16, 2019 or any other date that is acceptable to the City Clerk.

**SECTION 2. Special Election.** A special election is called for and shall be held on Wednesday, January 16, 2019, for the purpose of submitting to the qualified electors of the territory proposed to be annexed to the Community Facilities District the question of whether special taxes shall annually be levied within said territory to pay the costs of the maintenance of public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within the Community Facilities District and in the surrounding area, and the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services and costs otherwise incurred



in order to carry out the authorized purposes of the Community Facilities District pursuant to the Rates and Method of Apportionment of the Special Taxes, attached as Exhibit “B” to Resolution No. 2018-127.

**SECTION 3. Ballot Proposition.** The proposition to be submitted on January 16, 2019, to the qualified electors of the territory proposed to be annexed to the Community Facilities District shall be as follows:

Shall special taxes be levied annually on taxable property within the territory proposed to be annexed to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, County of Riverside, State of California (i) to pay the annual costs of maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within and in the area of the community facilities district, to pay expenses incidental thereto and (ii) to pay costs associated with the determination of the amount of and the levy and collection of the special taxes, at the special tax rates and pursuant to the method of apportioning such special taxes set forth in Exhibit "B" to Resolution No. 2018-127 adopted by the City Council of the City of Corona on December 10, 2018?

**SECTION 4. Conduct of Election.** Except as otherwise provided in Section 5 hereof, said election shall be conducted by the City Clerk (the “City Clerk”) pursuant to the provisions of the California Elections Code governing elections of cities, and the provisions of Division 4 (commencing with Section 4000) of said Code, insofar as they may be applicable.

**SECTION 5. Election Procedures.** The procedures to be followed in conducting said election shall be as follows:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid.

(b) Pursuant to applicable sections of the aforementioned provisions of the California Elections Code governing the conduct of mail ballot elections, including in particular Division 4 (commencing with Section 4000) of said Code, the City Clerk shall mail to each qualified elector an official ballot in the form attached hereto as Exhibit “A,” and shall also mail to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and copies of Resolution No. 2018-127.

(c) The official ballot to be mailed by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the Community Facilities District.

(d) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: the name of the landowner, the address of the landowner, a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, the printed name and signature of the voter, the address of the voter, the date of signing and place of execution of said declaration, and a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information-to-voter form to be mailed by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5 o'clock p.m. on the date of the election.

(f) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting as to the results of such canvass and the election on the proposition set forth in the official ballot.

**PASSED, APPROVED AND ADOPTED** this 16th day of January 2019.

---

Mayor of the City of Corona, California

**ATTEST:**

---

City Clerk of the City of Corona, California

**EXHIBIT "A"**

**OFFICIAL BALLOT**

**SPECIAL ELECTION FOR  
COMMUNITY FACILITIES DISTRICT NO. 2016-3  
(MAINTENANCE SERVICES)  
OF THE CITY OF CORONA  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA  
(ANNEXATION NO. 9)**

January 16, 2019

To vote, mark a cross (+) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Corona and obtain another.

**PROPOSITION A:** Shall special taxes be levied annually on taxable property within the territory proposed to be annexed to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, County of Riverside, State of California, (i) to pay the annual costs of maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within and in the area of the community facilities district, to pay expenses incidental thereto and (ii) to pay costs associated with the determination of the amount of and the levy and collection of the special taxes, at the special tax rates and pursuant to the method of apportioning such

special taxes set forth in Exhibit "B" to Resolution No. 2018-127 adopted by the City Council of the City of Corona on December 10, 2018?

YES	
NO	

**CERTIFICATION**

I, SYLVIA EDWARDS, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted at a regular meeting of the City Council of the City of Corona, California, thereof held on the 16th day of January 2019, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of January 2019.

---

City Clerk of the City of Corona, California

(SEAL)

### **RESOLUTION NO. 2019-003**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA DECLARING THE RESULTS OF THE SPECIAL ELECTION FOR COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES) OF THE CITY OF CORONA ON THE PROPOSITION OF THE ANNUAL LEVY OF SPECIAL TAXES WITHIN THE TERRITORY PROPOSED TO BE ANNEXED TO SAID COMMUNITY FACILITIES DISTRICT TO PAY THE COSTS OF CERTAIN SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT, DETERMINING THAT THE TERRITORY PROPOSED TO BE ANNEXED IS ADDED TO AND PART OF SAID COMMUNITY FACILITIES DISTRICT WITH FULL LEGAL EFFECT (ANNEXATION NO. 9)**

**WHEREAS**, the City Council (the "City Council") of the City of Corona (the "City") has heretofore conducted proceedings for the annexation of approximately 1.4 gross acres of land to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, County of Riverside, State of California (the "Community Facilities District"), including conducting a public hearing pursuant to Section 53339.5 of the Government Code; and

**WHEREAS**, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for January 16, 2019 and submitting to the qualified electors of the territory to be annexed to the Community Facilities District the question of levying special taxes within that territory to pay the costs of the maintenance of public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within the Community Facilities District and in the surrounding area and the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District (the "Election Resolution"); and

**WHEREAS**, the City Council has received a statement from the City Clerk (the "City Clerk"), who, pursuant to the Election Resolution, was authorized to conduct such special election and act as the election official therefor, with respect to the canvass of the ballots returned in and the results of said special election, certifying that at least two-thirds of the votes cast upon the proposition submitted to the qualified electors in said special election were in favor of such proposition.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED  
BY THE CITY COUNCIL OF THE CITY OF CORONA AS FOLLOWS:**

**SECTION 1.** Findings. The City Council finds that: (i) there were no registered voters residing within the territory proposed to be annexed to the Community Facilities District (the "Territory") at the time of the close of the public hearing on January 16, 2019, and pursuant to Section 53326 of the Government Code, the vote in said special election was, therefore, to be by the landowners owning land within the Territory, with each landowner having one vote for each acre or portion thereof of land that he or she owns within the Territory; (ii) pursuant to said Section 53326 and the Election Resolution, the City Clerk distributed the official ballot for the special election to Kenneth Ibbetson and Sarah Ibbetson, the owners of all of the land within the Territory, with return postage prepaid; (iii) said landowners waived the time limits for holding the special election and the election dates specified in said Section 53326, and consented to the calling and holding of said special election on January 16, 2019; (iv) said special election has been properly conducted in accordance with all statutory requirements and the provisions of the Election Resolution; (v) pursuant to said Section 53326, the owners of all of the land within the Territory, who own 1.4 gross acres, were entitled to 2 votes; (vi) said landowners returned their ballots to the City Clerk prior to the time set by the City Clerk for the close of the election on January 16, 2019; (vii) the ballots returned to the City Clerk by said landowner voted all votes of said landowners in favor of the proposition set forth therein; (viii) at least two-thirds of the votes cast in such special election on said proposition were in favor thereof, and pursuant to Sections 53328 and 53329 of the Government Code, said proposition carried; (ix) pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the Territory to be annexed has been added to and become a part of the Community Facilities District with full legal effect; and (x) the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the Territory to pay the costs of the services to be provided by the Community Facilities District.

**SECTION 2.** Declaration of Results. All votes voted in the special election on the proposition of the annual levy of special taxes within the Territory to pay the costs of the services to be provided by the Community Facilities District were voted in favor thereof, and such proposition carried.

**SECTION 3.** Annexation. The Territory is annexed and added to and is a part of the Community Facilities District with full legal effect, and the City Council shall annually levy special taxes within the Territory, as specified in Resolution No. 2018-127 adopted by the City Council on December 10, 2018, to pay costs of certain services to be provided by the Community Facilities District. The boundaries of the Territory are shown on the map entitled, Annexation Map No. 9, Community Facilities District No. 2016-3 (Maintenance Services), City of Corona, County of Riverside, State of California, which was recorded on December 12, 2018 in the office of the County Recorder of the County of Riverside as Instrument No. 2018-0483574.

**SECTION 4.** Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County



Recorder of the County of Riverside an amendment of the notice of special tax lien and a map of the amended boundaries of the Community Facilities District including the Territory.

**PASSED, APPROVED AND ADOPTED** this 16th day of January 2019.

---

Mayor of the City of Corona, California

**ATTEST:**

---

City Clerk of the City of Corona, California

**CERTIFICATION**

I, SYLVIA EDWARDS, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted at a regular meeting of the City Council of the City of Corona, California, thereof held on the 16th day of January 2019, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of January 2019.

---

City Clerk of the City of Corona, California

(SEAL)

# Citywide Audits

Presented by  
Kerry Eden,  
Assistant City Manager and Administrative Services Director





# Council's Request for Information

---


- What audits have been done
- What was their scope
- Were there findings
  - In some cases, yes
- How long did the audits take
  - Some audits can be completed in days, others take weeks, and in some cases months
  - Audits are continuous and occur throughout the year



# What audits have been done and what was their scope?

- **Financial Audit**
  - Purpose: to make sure financial statements comply with Generally Accepted Accounting Principles
- **Compliance Audit**
  - Purpose: to make sure the entity that received financial assistance complies with laws, regulations and agreements
- **Operational Audit**
  - Purpose: evaluate the efficiency, effectiveness, and economy of an entity's operations
- **Information System Audit**
  - Purpose: to ensure systems are secure and for proper functioning of the information system throughout the life of a business
- **Environmental Audit**
  - Purpose: to ensure compliance with the environmental laws and regulations

Department	Audit Type	Internal/External Firm	Agency/Firm	Frequency	Scope or Goal	Cost
Fire Department					Payment card industry data security standard audit and review of our physical processes and network to ensure the City complies with best practices	\$ 3,608
					Provides business insurance rates for cities (evaluations: communications)	\$ 1,464
					Hazardous Material Team certification and typing	No cost
					Certified Unified Program Agencies (CUPA) - Hazardous Material inspections	No cost
					Educational "E" - Residential "R" - Industrial "I" - Occupational inspections	No cost
					Occupancy inspections	No cost
					Fire department, water supply, emergency	7,000



Name of Agency/Firm	Frequency	Scope or Goal	Cost
Soll, Lunghard, LLP (FY 2009-present); Teaman & Smith, Inc (FY 2008-09)	Annually	Audit of allocations made to the City by AB 2766 Subvention Program known as the Clean Air Act. The audit is submitted to the South Coast Air Quality Management District (SCAQMD).	\$ 988

Scope or Goal	Cost
Provides business insurance rates for cities (evaluations: Fire department, water supply, emergency communications)	8,464
Hazardous Material Team certification and typing	No cost
Certified Unified Program Agencies (CUPA) - Hazardous Material inspections	No cost
Educational "E" - Residential "R" - Industrial use occupancy inspections	No cost

Scope or Goal	Cost	scope or Goal	Cost
(Electric Utility) CPUC requires Utility to: conduct detailed site visit, physical inspection and assessment.	\$15,000 (performed by Pacific Utilities Installation)	Joint (October 2018) about Kids in California Code of Regulations, Title 2, Section 101158 (ure). All sites reported in	
Sanitary Survey Inspection of the drinking water system including wells, pumps, storage and plants for any changes, issues, and recommendations.		shop contracted to Nels Klyver in	Onetime, Unable to locate \$
Inspects DWP facilities for chemicals and correct California Environmental Reporting System (CERS) reporting.		stries into the automated files tidly, completeness and accuracy records in each of the CJS/NCIC	No Cost
Inspects and tests backflow devices for Corona DWP service connections where potable water, irrigation, and reclaimed water are delivered.	\$324,100	s are trained and in compliance tice policies. Documentation is "Need to Know" for each ACHS 30 character "route to field"	No Cost
Inspects permit posting, logs, and specific requirements written on permits as it pertains to the drinking water and water reclamation systems.		ity control that must be in place, nting. It covers physical, nical security.	No Cost
Inspects hazardous waste facilities for compliance at DWP's facilities.		thin policy.	No Cost
Inspection of Water Reclamation Facilities in accordance with the facility's permit as it pertains to compliance.		st to reconcile any equipment artment of Homeland Security ly located and correctly labeled in Last one conducted August 2017	No Cost
Inspect and sample Inland Empire Brine Line Discharge locations within Corona DWP's service area as it pertains to the drinking water and water reclamation systems.		pliance checks on labor e reporting items related to the one conducted September 2015	No Cost
Inspect portable engine/equipment units at DWP facilities including Water and Water Reclamation Treatment Facilities.	\$570 per unit (renewal and inspection fee)	for health and safety May 2018	\$ 1,328
		for health and safety induced 2015.	\$ 350
		minors, ensure jail is in -209 of the Welfare and	
Safety Inspection			
[Altport] Inspect/address fleet safety issues or concerns.			No Cost

165



# Summary of Audits

- List includes **133** different types of 'audits'
- **111** (83%) conducted by an **external**, independent agency or firm
  - Estimated Cost = \$950,000
  - Not representative of annual amount as some audits were one-time
- **18** (14%) conducted **internally**, by City staff
- **4** (3%) were a **combination** of both an external agency and City staff
- Of these 133 audits, **97** (73%) are **required** or mandated
- **36** (27%) are **above and beyond**
  - In other words, Council or City Management requested for an audit or review that was not required or mandated





# Overview of Departmental Audits

## Administrative Services

External – 34  
Internal – 4  
Combination – 0

## Community Development

External – 1  
Internal – 0  
Combination – 1

## Dept. of Water & Power

External – 13  
Internal – 2  
Combination – 0

## Fire

External – 8  
Internal – 0  
Combination – 2

## Information Technology

External – 6  
Internal – 2  
Combination – 0

## Legal & Risk Management

External – 5  
Internal – 0  
Combination – 0

## Library & Rec. Services

External – 1  
Internal – 0  
Combination – 0

## Maintenance Services

External – 18  
Internal – 1  
Combination – 0

## Police

External – 17  
Internal – 9  
Combination – 1

## Public Works

External – 8  
Internal – 0  
Combination - 0



# Audits that were 'Above & Beyond'

---

- Citygate Associates – operational audits
- KPMG – benefits plan and sustainability analysis
- Lance, Soll & Lunghard, LLP – agreed upon procedures (AUP)



# Citygate Associates – Operational Audits

- Citywide Management Audits – 1995 through 2001
  - Purpose: citywide overview of rotating management audits, provide action plan for each department
  - Findings: 250 recommendations made citywide
  - Estimated cost = \$418,000
- Fire Audit – 2000
  - Purpose: prevention plan
  - Cost = \$26,000
- Fire Audit – 2013
  - Purpose: standards of cover, strategic plan, and fire stations
  - Cost = \$125,000



# KPMG – Benefits Plan and Sustainability Analysis

- Purpose:
  - Review of employee benefit plans
  - Developed projections of employee benefit cost over ten years
  - Performed "what-if" analysis of employee benefit cost projections
  - Discussed range of options to mitigate budget shortfalls
  - Reviewed budget projections for employee benefit costs under alternative scenarios
- Findings: KPMG offered alternatives to pension plans, medical benefits, and OPEB plan to reduce employee benefit costs
- Cost = \$75,000

More information can be found @ [www.coronaca.gov/businesses/finance](http://www.coronaca.gov/businesses/finance) under Documents/Presentations → • 12/14/2016 – [Study Session – Benefit Plan Analysis Presentation](#)



# Lance, Soll & Lunghard, LLP – Agreed Upon Procedures

- Review and evaluate the following areas:
  - Cash Receipts
  - Inventory/Warehouse Processes
  - Bank Reconciliations
  - Purchasing, Procurement, and Cash Disbursements in the Department of Water and Power and Maintenance Services Department
  - Purchasing, Procurement, and Cash Disbursements cycles of the City
  - Wire Transfers
  - DUI Billings
  - COPS Hiring Grant
  - Animal Control's Cash Handling
  - Police's AB 109 PACT Fiscal Agent Responsibilities
  - Police Telestaff Timekeeping Procedures
  - Fire Inspection Billing
  - Fire Telestaff Timekeeping Procedures
  - Emergency Medical Services (EMS) Billings
  - Safekeeping & Monitoring of Police Evidence
  - Appropriations Limit
  - Investment Portfolio
  - Measure A Local Streets and Road Program



# Lance, Soll & Lunghard, LLP – Agreed Upon Procedures

- Purpose: evaluate procedures of the City with respect to the targeted area's responsibilities, review its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework, and the application of best practices
- Findings with recommended action made in the following areas:
  - Bank Reconciliations
  - Vendor Contracts and Payments
  - Inventory Procedures
  - Fire Telestaff Timekeeping
  - Purchasing Procurement and Disbursement Procedures in DWP and Maintenance Services
  - Emergency Medical Services (EMS) Billings



# Lance, Soll & Lunghard, LLP – Agreed Upon Procedures

- Findings...continued:
  - Fire Inspection Billing
  - Fire Telestaff Timekeeping Procedures
  - Police's AB 109 PACT Fiscal Agent Responsibilities
  - Animal Control's Cash Handling
  - DUI Billings
  - Police's Telestaff Timekeeping Procedures
  - Safekeeping & Monitoring of Police Evidence
- Cost = \$94,500
- Agenda report on March 15, 2017
- More information can be found @ [www.coronaca.gov/businesses/finance](http://www.coronaca.gov/businesses/finance) under Documents/Presentations →
  - 4/6/2016 – Auditor's Report on Applying Agreed Upon Procedures
  - 2016 [Financial and Audit Results – Presented by LSL Certified Public Accountants](#)
  - 2015 [Financial and Audit Results – Presented by LSL Certified Public Accounts](#)





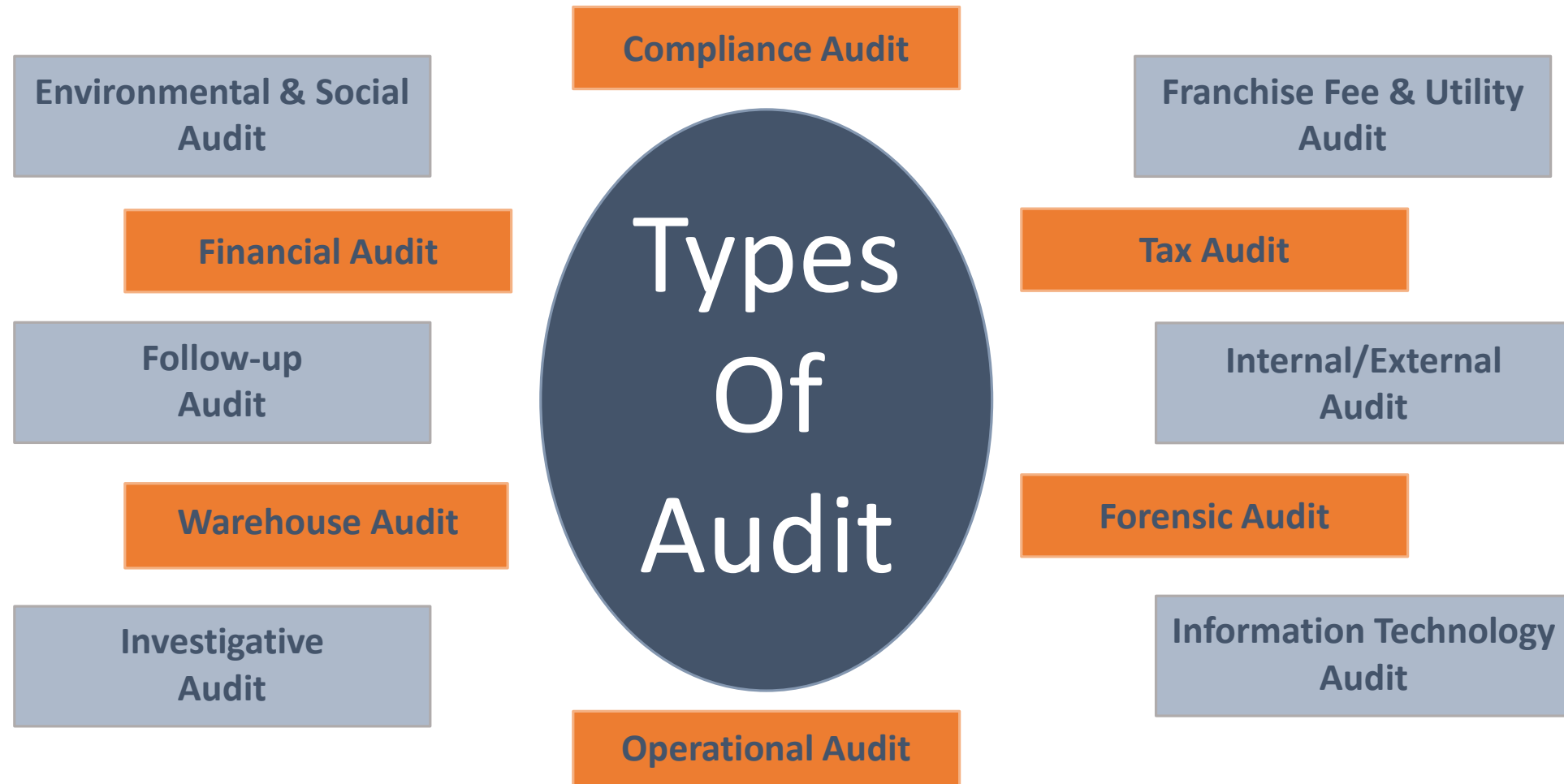
# Next Up...

- Per Council’s direction, additional ‘above and beyond’ audits
- RFP’s have been issued for:
  - Fire Department Operational Performance Consulting Services
  - Police Department Operational Performance Consulting Services
- RFP’s will close on January 15, 2019
- Estimated cost for both audits will range from \$150,000 - \$200,000

More information can be found @ [www.coronaca.gov/i-want-to/rfp-posts-list](http://www.coronaca.gov/i-want-to/rfp-posts-list) under Bid Opportunities →

BID NUMBER	TITLE	CLOSING	STATUS
RFP 19-002MS	<a href="#">City of Corona Fire Department Operational Performance Consulting Services</a>	01/15/2019 10:00 AM	Open
RFP 19-003MS	<a href="#">City of Corona Police Department Operational Performance Consulting Services</a>	01/15/2019 10:00 AM	Open

# What Other Audits are Available?





# Forensic Audits

---

- Used wherever an entity's finances present a legal concern
- The process of reviewing a person's or company's financial statements to determine if they are accurate and lawful
- Most commonly associated with the IRS and tax audits, but it may also be commissioned by private companies to establish a complete view of a single entity's finances
- Forensic audits are presented as evidence by a prosecutor or by a lawyer representing an interested party

176



# Closing Remarks

---

- 13 years of Comprehensive Annual Financial Reports can be found online @ [www.coronaca.gov/government/departments-divisions/finance/budget-annual-reports](http://www.coronaca.gov/government/departments-divisions/finance/budget-annual-reports)
- Audits occur throughout the City on a regular basis
- Most are mandated for compliance and regulatory purposes
- Others are conducted to ensure best practices
- Most audits are performed by an outside independent body
- Management is committed to continue having the various types of audits to ensure best practices, accuracy of financial statements, fraud prevention, and operational efficiency

# Questions



[www.CoronaCA.gov](http://www.CoronaCA.gov)





Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Administrative Services	CalPERS Compliance Review	External Firm	CalPERS	Randomly	Compliance review to verify membership and compensation reporting are consistent with regulations.	No charge	Y
Administrative Services	Compliance Review of the City's Section 125 Cafeteria Plan	Internal Review	City of Corona Legal & Risk Management Department	One-time	Compliance review of events that qualify an employee to process mid-year changes for the purpose of participating in the City's Opt-out benefit.	No charge	Y
Administrative Services	Safety / OSHA Compliance	Internal Review	City of Corona Safety Division	Randomly	Department level safety inspections.	No charge	Y
Administrative Services	Financial Compliance	External Review	Department of Justice (DOJ)	Annually	Certification of compliance. Review assets seized by federal asset forfeiture and use of assets, as related to the DOJ's guidelines. Non-compliance would result in the City not being able to participate in federal asset forfeiture seizure cases.	No charge	Y
Administrative Services	Miscellaneous Grants Audit	External Firm	Governmental Agency Grantor	Completion of large grants	Audit by government agency grantors at the completion of large grants, such as Title XVI grants from the Bureau of Reclamation.	No charge	Y
Administrative Services	Trip Reduction Fund Audit	External Firm	Lance, Soll, Lunghard, LLP (FY 2009-10 through present); Teaman Ramirez & Smith, Inc (FY 2008-09)	Annually	Audit of allocations made to the City by AB 2766 Subvention Program known as the Clean Air Act. The audit is submitted to the South Coast Air Quality Management District (SCAQMD).	\$ 988	Y
Administrative Services	Compliance Audit for the Housing Successor	External Firm	Lance, Soll, Lunghard, LLP (FY 2009-10 through present); Teaman Ramirez & Smith, Inc (FY 2008-09)	Annually	Compliance audit is required by California Health and Safety Code sections applicable to California Housing Successor Agencies.	\$ 5,376	Y

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Administrative Services	Transportation Bicycle and Pedestrian Facilities Program Fund Audit	External Firm	BCA Watson Rice, LLP (FY 2013-14 through FY 2014-15); Bazillo Cobb Associates (FY 2011-12 through FY 2012-13); Thompson, Cobb, Bazillio & Assoc, PC (FY 2010-11); Mayer Hoffman McCann, PC (FY 2008-09 through FY 2009-10)	At one time was annual-no longer audited due to the lack of funding	Audit of the City's Transportation Development Act (TDA) Article 3 funds of the Bicycle and Pedestrian Facilities Program Fund. Article 3 funds may be used only for facilities provided for the exclusive use of pedestrians and bicycles pursuant to Section 99234 of the California Public Utilities Code, Article 3. Funding for this program was authorized by the Riverside County Transportation Commission (RCTC).	N/A - fees paid by RCTC	Y
Administrative Services	Single Audit	External Firm	Lance, Soll, Lunghard, LLP (FY 2009-10 through present); Teaman Ramirez & Smith, Inc (FY 2008-09)	Annually	Audit on compliance for each major program and on internal control over compliance and report on Schedule of Expenditures of Federal Awards required by the Uniform Guidance. The Uniform Guidance began in fiscal year 2015/2016 and continues to present. Prior to and including fiscal year 2014/15, the Single Audit was required by the OMB Circular A-133. This audit is submitted to the Federal Clearinghouse, the State Controller's Office, and federal pass-through grantors.	\$ 3,503	Y



Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Administrative Services	Comprehensive Annual Financial Report (CAFR)	External Firm	Lance, Soll, Lunghard, LLP (FY 2009-10 through present); Teaman Ramirez & Smith, Inc (FY 2008-09)	Annually	City's financial audit required to be submitted to the State Controller's Office, the Federal Clearinghouse due to federal grants included in the Single Audit, and federal pass-through grantors. The audit include three letters from the auditor: 1) The Independent Auditors' Report which express the auditors' opinion of the audit (included in the CAFR); 2) The Audit Communication Letter, separate communication sent directly to City Council and discusses significant audit findings, including new Statement of Governmental Accounting Standards (GASB Statements) included in the financial statements, any difficulties encountered in performing the audit, any corrected or uncorrected misstatements, disagreements with management and other audit findings or issues; 3) Report on Internal Control Over Financial Reporting and On Compliance and Other Matters, sent directly to the City Council and discusses internal control over financial reporting, as well as, compliance and other matters.	\$ 64,602	Y
Administrative Services	Cash Drawer Audit	Internal	City of Corona Finance Division	Quarterly	Verification of balance in cash drawer	No charge	Y

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Administrative Services	Transit Services Fund Audit	External Firm	Macias Gini & O'Connell, LLP (FY 2015-16 through present); BCA Watson Rice, LLP (FY 2013-14 through FY 2014-15); Bazillo Cobb Associates (FY 2011-12 through FY 2012-13); Thompson, Cobb, Bazillio & Assoc, PC (FY 2010-11); Mayer Hoffman McCann, PC (FY 2008-09 through FY 2009-10)	Annually	Audit of the Corona Municipal Transit System, which operates due to the Transportation Development Act (TDA) Article 4 funds in accordance with California Public Utilities Code Section 99260. These funds are allocated by the Riverside County Transportation Commission (RCTC) to supplement the City's transit operations. The auditors are selected by the RCTC.	N/A - fees paid by RCTC	Y
Administrative Services	Compliance Review for Tier I Medicare Reimbursements	External Firm	Best Best & Kreiger	One-time	Review of the City's practice to only reimburse Medicare Part B and the City's contractual obligation to reimburse to Tier I retirees.	No charge	N
Administrative Services	Compliance Review of the Affordable Care Act	Internal Review	City of Corona Legal & Risk Management Department	One-time	Compliance Review for medical coverage purchased from Covered California, Opt Out, and ACA compliance.	No charge	N
Administrative Services	Financial Competency/Best Practice Review	External Review	California Society of Municipal Finance Officers (CSMFO)	Annually	Review of budget documents by other California government agencies to comply with CSMFO best practices for budget presentation. The City has received the Excellence in Budgeting Award each year since FY 2004-05.	\$ 150	N

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Administrative Services	Financial Competency/Best Practice Review	External Review	Government Finance Officers Association (GFOA)	Annually	Review of the Comprehensive Annual Financial Report (CAFR) by selected members of the GFOA professional staff and the GFOA Special Review Committee (SRC), which comprises individuals with expertise in public sector financial reporting and includes financial statement preparers, independent auditors, and other financial professionals. The City has received the Certificate of Achievement for Excellence in Financial Reporting Award for 27 consecutive years.	\$ 725	N
Administrative Services	Financial Competency/Best Practice Review	External Review	Government Finance Officers Association (GFOA)	Annually	Review of budget documents by other government agencies (nationally) to comply with GFOA best practices for budget presentation. The City has received the Distinguished Budget Presentation Award for the last two years, starting FY 2016-17.	\$ 635	N
Administrative Services	Benefit Plan and Sustainability Analysis	External Firm	KPMG	Per contract agreement, one time	Review of employee benefit plans, develop projections of employee benefit cost over ten years, perform "what-if" analysis of employee benefit cost projections, discuss range of options to mitigate budget shortfalls, and review budget projections for employee benefit costs under alternative scenarios.	\$ 75,000	N
Administrative Services	Cash Receipts- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Fiscal Year ended 6/30/2015	Attestation of evaluating the City's cash receipts and the sufficiency of the procedures agreed to by the City Council, the management of the City of Corona, and Lance, Soll, Lunghard.	\$ 500	N

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Administrative Services	Inventory- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Fiscal Year ended 6/30/2015	Attestation of evaluating the inventory process of the City's warehouse, and the review of the City's warehouse's control structure which was agreed to by the City to evaluate its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework. The sufficiency of the procedures were the responsibility of the City of Corona.	\$ 13,725	N
Administrative Services	Bank Reconciliation- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Fiscal Year ended 6/30/2015	Attestation of evaluating the City's bank reconciliation and the sufficiency of the procedures were agreed to by the City Council, the management of the City of Corona, and Lance, Soll, Lunghard, LLP.	\$ 125	N
Administrative Services	Review of Purchasing, Procurement, and Cash Disbursements in the Department of Water and Power and Maintenance Services Department- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Report dated 3/1/16	Attestation of evaluating the purchasing, procurement and cash disbursement cycles of the Department of Water and Power (DWP), and the review of the purchasing, accounts payable and DWP department's control structure which was agreed to by the City to evaluate its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework. The sufficiency of the procedures were the responsibility of the City of Corona.	\$ 3,141	N

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Administrative Services	Review of Purchasing, Procurement, and Cash Disbursements cycles of the City- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Report dated 3/10/16	Attestation of evaluating the purchasing, procurement and cash disbursement cycles of the City, and the review of the purchasing, accounts payable department's control structure which was agreed to by the City to evaluate its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework. The sufficiency of the procedures were the responsibility of the City of Corona.	\$ 10,266	N
Administrative Services	Wires- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Fiscal Year ended 6/30/2015	Attestation of evaluating the City's Financial Institution Wire Transfers and the sufficiency of the procedures agreed to by the City Council, the management of the City of Corona, and Lance, Soll, Lunghard, LLP.	\$ 125	N
Administrative Services	DUI Billings- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Report dated 2/28/17	Attestation of evaluating the Police DUI Billings procedures, and the review of the Police Department's DUI Billings control structure which was agreed to by the City to evaluate its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework. The sufficiency of the procedures were the responsibility of the City of Corona.	\$ 5,716	N

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Administrative Services	COPS Hiring Grant- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Report dated 2/28/17	Attestation of evaluating the COPS Hiring Program procedures, and the review of the Police Department's grants control structure which was agreed to by the City to evaluate its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework. The sufficiency of the procedures were the responsibility of the City of Corona.	\$ 5,587	N
Administrative Services	Animal Control- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Report dated 2/28/17	Attestation of evaluating the cash handling of the City's Animal Services and Enforcement, and the review of the Animal Services and Enforcement's control structure which was agreed to by the City to evaluate its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework. The sufficiency of the procedures were the responsibility of the City of Corona.	\$ 8,356	N
Administrative Services	Police Telestaff- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Report dated 2/28/17	Attestation of evaluating the Police Telestaff timekeeping procedures of the City, and the review of the Police Department's timekeeping control structure which was agreed to by the City to evaluate its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework. The sufficiency of the procedures were the responsibility of the City of Corona.	\$ 7,503	N

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Administrative Services	Police AB 109 PACT- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Report dated 2/28/17	Attestation of evaluating the procedures of the City with respect to the fiscal agent responsibilities of the Corona Police Department for the distribution and monitoring over the AB 109 Post-release Accountability and Compliance Team (PACT) funds for the County of Riverside, and the review of the AB 109 PACT's control structure which was agreed to by the City to evaluate its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework. The sufficiency of the procedures were the responsibility of the City of Corona.	\$ 5,017	N
Administrative Services	Corona Fire Inspection- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Report dated 2/28/17	Attestation of evaluating the Fire inspection billing procedures of the City, and the review of the Fire Department's inspection billing control structure which was agreed to by the City to evaluate its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework. The sufficiency of the procedures were the responsibility of the City of Corona.	\$ 9,863	N
Administrative Services	Appropriations Limit Worksheet- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP (FY 2009-10 through present); Teamam Ramirez & Smith, Inc (FY 2008-09)	Annually	Attestation of the City's Appropriations Limit Worksheet No. 6 as prescribed by State of California Constitution's Article XIII-B, Section 1.5. The AUP procedures are agreed to by the City of Corona and the League of California Cities.	\$ 676	N



Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Administrative Services	Investment Portfolio Report-Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP (FY 2009-10 through present); Teaman Ramirez & Smith, Inc (FY 2008-09)	Annually	Attestation of evaluating the City's Investment Portfolio Report and the sufficiency of the procedures is the responsibility of the City and Lance, Soll, Lunghard.	\$ 762	N
Administrative Services	Fire Telestaff- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Report dated 2/28/17	Attestation of evaluating the Fire Telestaff timekeeping procedures of the City, and the review of the Fire Department's timekeeping control structure which was agreed to by the City to evaluate its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework. The sufficiency of the procedures were the responsibility of the City of Corona.	\$ 8,052	N
Administrative Services	Corona EMS Billing- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Report dated 2/28/17	Attestation of evaluating the Emergency Medical Services (EMS) billing procedures of the City's Fire Department, and the review of the Fire Department's EMS Billings control structure which was agreed to by the City to evaluate its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework. The sufficiency of the procedures were the responsibility of the City of Corona.	\$ 9,124	N

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Administrative Services	Corona Evidence- Agreed Upon Procedures (AUP)	External Firm	Lance, Soll, Lunghard, LLP	Report dated 2/28/17	Attestation of evaluating the evidence safekeeping and monitoring of the City's Police Department, and the review of the Police Department's control structure with respect to evidence safekeeping and monitoring, which was agreed to by the City to evaluate its internal control structure applicable to the Committee of Sponsoring Organizations (COSO) internal control framework. The sufficiency of the procedures were the responsibility of the City of Corona.	\$ 6,001	N
Administrative Services	Measure A Local Streets and Road Program- Agreed Upon Procedures (AUP)	External Firm	Macias Gini & O'Connell, LLP (FY 2015-16 through present); BCA Watson Rice, LLP (FY 2013-14 through FY 2014-15); Bazillo Cobb Associates (FY 2011-12 through FY 2012-13); Thompson, Cobb, Bazillio & Assoc, PC (FY 2010-11); Mayer Hoffman McCann, PC (FY 2008-09 through FY 2009-10)	Annually	Attestation of the City's compliance of the grant terms and conditions of the Measure A Local Streets and Roads Program. The procedures were agreed to by the Riverside County Transportation Commission (RCTC).	N/A - fees paid by RCTC	N
Administrative Services	Utility Audit	External Firm	Troy & Banks, Inc.	Per contract agreement, one time	Analyzed historical account billing for inaccuracies or discrepancies on SCE billing. Assist with correcting billing and procuring refunds.	\$ 1,329	N
Administrative Services	Franchise Fee & Transient Occupancy Tax Audit	External Firm	Davis Farr, LLP	Per contract agreement, one time	Conducted four franchise fees and 31 transient occupancy tax compliance audits with a 3-year look back period.	\$ 91,500	N

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Community Development	Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER)	Internal/External Firm	LDM Associates (city consultant)/Housing Urban Development (HUD)	Yearly	Annual reporting on the CDBG funds used by the city. City Council approves the CAPER before the city submits to HUD. This is done annually in September. Funds are limited to specific uses.	Included in city's contract with LDM to manage CDBG funds. Paid by CDBG.	Y
Community Development	Multiple Species Habitat Conservation Plan Fee (MSHCP)	External	Third party hired by the Regional Conservation Authority (RCA) of Western Riverside County	Yearly	Annual audits performed by RCA on the collection of MSHCP fees by the city. The city collects the MSHCP fee on behalf of the RCA with new permit construction. The city passes the collected fee to RCA.	Pass-through cost	Y
Department of Water & Power	Compliance Audit	External	Bureau of Reclamation	Annually	Title XVI (Reclamation's Water Recycling and Reuse Program) Grant Financial / Progress audit.	No charge	Y
Department of Water & Power	Compliance Audit	External	Bureau of Reclamation	Project Close out	Evaluation of the entire project from start to finish, associated with Title XVI Grant funds, to ensure compliance with grant on every level.	No charge	Y
Department of Water & Power	Compliance Audit	External	Santa Ana Watershed Project Authority (SAWPA)/ Dept. of Water Resources (DWR)	Quarterly	Site inspections of each project - Project specific - Prop 84 (Storm Water Grant Program) Funding.	No charge	Y
Department of Water & Power	Compliance Audit	External	Santa Ana Watershed Project Authority (SAWPA)/ Dept. of Water Resources (DWR)	Project Close out	Close out / Compliance / Financial - Project specific - Prop 84 Funding.	No charge	Y
Department of Water & Power	Compliance Audit	External	State Water Resources Control Board	One time	Labor compliance related to State Revolving Fund (SRF) loans.	No charge	Y
Department of Water & Power	Inspection	External	California Public Utilities Commission (CPUC)	Annually	(Electric Utility) CPUC requires Utility to conduct visual site visit and physical inspection.	Average \$15,000 (performed by Pacific Utilities Installation)	Y

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Department of Water & Power	Inspection	External	California Public Utilities Commission (CPUC)	Every 3-5 years	(Electric Utility) CPUC requires Utility to conduct detailed site visit, physical inspection and assessment.	\$15,000 (performed by Pacific Utilities Installation)	Y
Department of Water & Power	Inspection	External	State Water Resources Control Board - Division of Drinking Water	Every 3 years	Sanitary Survey Inspection of the drinking water system including wells, pumps, storage and plants for any changes, issues, and recommendations.	No charge	Y
Department of Water & Power	Inspection	Internal	G & G Environmental Compliance, Inc. on behalf of Corona Fire Dept.	Annually	Inspects DWP facilities for chemicals and correct California Environmental Reporting System (CERS) reporting.	No charge	Y
Department of Water & Power	Inspection	Internal	G & G Environmental Compliance, Inc. on behalf of Corona DWP	Annually	Inspects and tests backflow devices for Corona DWP service connections where potable water, irrigation, and reclaimed water are delivered.	\$ 324,100	Y
Department of Water & Power	Compliance Audit	External	Air Quality Management District (AQMD)	Randomly	Inspects permit posting, logs, and specific requirements written on permits as it pertains to the drinking water and water reclamation systems.	No charge	Y
Department of Water & Power	Inspection	External	Riverside County Department of Environmental Health	Randomly	Inspects hazardous waste facilities for compliance at DWP's facilities.	No charge	Y
Department of Water & Power	Inspection	External	State Water Resources Control Board	Anytime	Inspection of Water Reclamation Facilities in accordance with the facility's permit as it pertains to compliance.	No charge	Y
Department of Water & Power	Inspection	External	Western Municipal Water District	Randomly	Inspect and sample Inland Empire Brine Line Discharge locations within Corona DWP's service area as it pertains to the drinking water and water reclamation systems.	No charge	Y
Department of Water & Power	Compliance Audit	External	Air Quality Management District (AQMD) - Portable Equipment Registration Program (PERP)	3 years	Inspect portable engine/equipment units at DWP facilities including Water and Water Reclamation Treatment Facilities.	\$570 per unit (renewal and inspection fee)	Y

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Fire	Compliance Audit	External/Internal	Riverside County Emergency Medical Services Agency (REMSA)	Variable	Continual Quality Improvement (CQI) audits for Patient Care Reports (PCR)	No cost	Y
Fire	Operational	External	Insurance Standards Office (ISO)	Approx. every 10 years	Provides business insurance rates for cities (evaluations: Fire department, water supply, emergency communications).	No charge	Y
Fire	Operational	External	California Office of Emergency Services (OES)	Every 5 years	Hazardous Material Team certification and typing.	No charge	Y
Fire	Compliance Audit	External	Riverside County Environmental Health	Annually	Certified Unified Program Agencies (CUPA) - Hazardous Material inspections.	No charge	Y
Fire	Compliance Audit	External	California State Fire Marshal's Office	Variable	Educational "E" - Residential "R" - Industrial "I" occupancy inspections record validation	No charge	Y
Fire	Compliance Audit	External	Riverside County Emergency Management Division (EMD)	1 year and 3 year	Homeland Security Grant Program (HSGP) and Emergency Management Performance Grant Program (EMPG) accountability. Documentation monitoring annual/Site visit tri-annual .	No charge	Y
Fire	Compliance Audit	External/Internal	California Emergency Medical Service Authority (CAL EMSA)	Variable	Continuing Education (CE) Training record validation.	No charge	Y
Fire	Compliance Audit	External	Drug Enforcement Agency (DEA)	Variable	Controlled substance inventory controls .	No charge	Y
Fire	Compliance Audit	External	Santa Ana College	Every 3 years	Reconciliation and record validation .	No charge	Y
Fire	Operational	External	City Gate	Variable 2000, 2013	Evaluation of multiple components (standards of cover, strategic plan, fire stations, etc.).	\$125,000 Operational Audit / \$25,639 additional for Prevention Plan	N

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Information Technology	Top Security Risk and Critical Vulnerabilities PEN testing	External	Client First Technology	Every 1-3 Years	Third party review of software application and desktop software risks to ensure we are operating under best practices. External network penetration testing of existing attack surfaces.	\$ 7,507	Y
Information Technology	PCI Compliance	External	Client First Technology	As Needed	Payment card industry data security standard audit and review of our physical processes and network infrastructure to ensure the City complies with best security and procedural practices.	\$ 3,608	Y
Information Technology	Internal Remediation	External	Client First Technology	Randomly	Risk assessment, discovery and remediation plan for OS and server hardware with emphasis on security and the removal of outdated and unsupported hardware and systems.	\$ 7,541	N
Information Technology	AD Audit	Internal	Supervisor	Daily	Active Directory Security Reviews. New user account setup is monitored daily to ensure security by making sure only approved users gain access to the City computer resources.	No charge	N
Information Technology	Internal Servers	External	Client First Technology	Every 1-3 Years	Third party review of our server infrastructure to ensure we are compliant with best practices for security and disaster recovery.	\$ 7,541	N
Information Technology	WINPAK	Internal	Supervisor	Daily	System generated access reports for certain secure areas of the city are emailed daily to management for review and audit.	No charge	N
Information Technology	Business Process Review ERP	External	Central Square	As Needed	Vendor Business Process Review to ensure we are utilizing the system as intended, with emphasis on security, efficiency, and utilizing the newer features available in the system.	\$ 12,464	N

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Information Technology	Operational Preliminary Software Portfolio Assessment	External	Client First Technology	As Needed	Third party review of the software systems currently in use with emphasis on security and efficiency by ensuring there are no overlapping or unnecessary systems in place. Consolidating systems where possible saves on licensing costs.	\$ 7,000	N
Legal & Risk Management	General Liability Excess Insurance Carrier Audit of Third Party Administrator (TPA) Administration	External	Independent auditors selected by CSAC-EIA	Every 2 years	Audit claims handling by General Liability TPA overseen by Risk Management Staff.	No charge	Y
Legal & Risk Management	Workers' Comp Excess Insurance Carrier Audit of Third Party Administrator (TPA) Administration	External	Independent auditors selected by CSAC-EIA	Every 2 years	Audit claims handling by Workers' Compensation TPA overseen by Risk Management Staff.	No charge	Y
Legal & Risk Management	WC Self-Insurance Report to State Division of Industrial Relations	External	State	Annually	WC claims data reported to State for self-insured qualification assessment.	\$ 110,771  (State Fee to Administer Self-Insured Plans Throughout State)	Y
Legal & Risk Management	Actuarial Study	External	Bickmore & Associates	Annually	General Liability and Workers' Compensation loss reserve calculations.	\$ 6,000	Y
Legal & Risk Management	Workers' Compensation Payroll Audit	External	CSAC-EIA	Annually	Report of actual payroll for prior fiscal year to determine if additional premiums or a refund is needed.	No charge	Y
Library & Recreation Services	Compliance	External	California Dept. of Social Services Community Care Licensing	Should a complaint arise	State response to complaint (October 2018) about Kids Club compliance with California Code of Regulations, Title 22, Division 12, Article 2, Section 101158 (Exemption from Licensure). All sites reported in compliance.	No charge	Y

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Maintenance Services	Compliance Audit	External	Department of Transportation Caltrans on behalf of the Federal Aviation Administration (FAA)	Annually	(Airport) Inspect/address flight safety issues or concerns, identification and remediation.	No charge	Y
Maintenance Services	Compliance Audit	External	State Water Resources Control Board	Monthly/Annually	(Airport) Inspect/address storm water run-off issues or concerns, identification and remediation.	\$4,950 annually (Airport California Monitoring Group)	Y
Maintenance Services	Inspection	External	Excelsior Elevator on behalf of the State of California Department of Industrial Relations	Annually	(Building Maint. Division) Audit to ensure monthly elevator inspections (for City Buildings) are up to date and to re-issue permit.	\$ 15,180	Y
Maintenance Services	Compliance Audit	External	Army Corps of Engineers (ACOE) / Environmental Inspection	Every 5 years or as desired	(Airport) Inspect/address environmental safety issues or concerns, identification and remediation. Includes: Onsite business plans, written chemical hazard communication program, hazcom training, Fueling Facility Spill Prevention, Control, and Countermeasure (SPCC) plan, AQMD permit, and proper hazardous materials storage.	No charge	Y
Maintenance Services	Inspection	External	Excelsior Elevator on behalf of the State of California Department of Industrial Relations	Every 5 years	(Building Maint. Division) "5-year load test" for elevators (for City Buildings).	\$ 10,450	Y
Maintenance Services	Compliance Audit	External	Air Quality Management District (AQMD) - Portable Equipment Registration Program (PERP)	Every 3 years	(Fleet Maint. Division) Inspect portable engine/equipment units.	\$570 per unit (renewal and inspection fee)	Y



Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Maintenance Services	Compliance Audit	External	Tanknology on behalf of Riverside County Department of Environmental Health	Monthly	(Fleet Maint. Division/Fuel Station) Designated Underground Storage Tank Operator Visual Inspection Report: Inspect fuel station pumps, filters, spill containers & sumps, and print all alarm notifications and note all findings in order to correct/repair all issues. Inspection to stay compliant with the State Water Resources Control Board regulation as it pertains to the City's fuel station within the Fleet Maintenance Division.	\$ 185	Y
Maintenance Services	Compliance Audit	External	Riverside County Department of Environmental Health	Randomly	(Fleet Maint. Division) Inspects Hazardous waste facilities for compliance.	No charge	Y
Maintenance Services	Compliance Audit	External	Tanknology on behalf of Riverside County Department of Environmental Health	Annually	(Fleet Maint. Division/Fuel Station) Monitoring System Certification: Inspection to make sure that all monitoring equipment for the underground storage tanks is functioning properly. This assists with avoiding unauthorized releases of fuel. Inspection to stay compliant with the State Water Resources Control Board regulation as it pertains to the City's fuel station within the Fleet Maintenance Division.	\$ 650	Y

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Maintenance Services	Compliance Audit	External	Tanknology on behalf of Riverside County Department of Environmental Health	Annually	(Fleet Maint. Division/Fuel Station) Spill Container Testing Report: Inspection to ensure that spill containers/sumps for underground storage tanks function properly in assisting with unauthorized releases of fuel. Inspection to stay compliant with the State Water Resources Control Board regulation as it pertains to the City's fuel station within the Fleet Maintenance Division.	\$ 165	Y
Maintenance Services	Compliance Audit	External	Tanknology on behalf of Riverside County Department of Environmental Health	Every 3 years	(Fleet Maint. Division/Fuel Station) Overfill Prevention Equipment Inspection Report: Inspection to make sure that all overfill equipment inside of underground fuel storage tanks are functioning properly when the tanks are filled to a certain point and shut off before unauthorized releases of fuel. Inspection to stay compliant with the State Water Resources Control Board regulation as it pertains to the City's fuel station within the Fleet Maintenance Division.	\$ 495	Y
Maintenance Services	Compliance Audit	External	Tanknology on behalf of Riverside County Department of Environmental Health	Every 3 years	(Fleet Maint. Division/Fuel Station) Secondary Containment Testing: Inspection of secondary containment and vapor recovery equipment of underground storage tanks. Inspection to stay compliant with the State Water Resources Control Board regulation as it pertains to the City's fuel station within the Fleet Maintenance Division.	\$ 1,796	Y

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Maintenance Services	Compliance Audit	External	Tanknology on behalf of the Air Quality Management District (AQMD)	Quarterly	(Fleet Maint. Division/Fuel Station) Healy Fuel Station Nozzle Quarterly Inspection: Inspection of all vapor recovery equipment. Inspection to stay compliant with AQMD permit as it pertains to the City's fuel station within the Fleet Maintenance Division.	\$ 210	Y
Maintenance Services	Compliance Audit	External	Tanknology on behalf of the Air Quality Management District (AQMD)	Annually	(Fleet Maint. Division/Fuel Station) Healy Fuel Station Nozzle Annual Inspection: Thorough inspection of all vapor recovery equipment. Inspection to stay compliant with AQMD permit as it pertains to the City's fuel station within the Fleet Maintenance Division.	\$ 1,155	Y
Maintenance Services	Compliance Audit	Internal	City of Corona Community Development Department	Annually	(Park Maint. Division) Community Development Block Grant (CDBG) Program for Graffiti Abatement implementation/financial audit.	No charge	Y
Maintenance Services	Compliance Audit	External	Riverside County Public Health Department	Annually	(Park Maint. Division) Inspection and Audit of the City Pools and Splash Pads to ensure compliance and that facilities are safe for public use and all proper procedures are being followed.	\$ 1,624	Y
Maintenance Services	Inspection	External	Riverside County Public Health Department	Annually	(Park Maint. Division) Inspection by the Riverside County Health Department to ensure user groups and leagues are following all safe food practices and snack bars are clean and safe for use by sports leagues.	No charge	Y
Maintenance Services	Compliance Audit	External	Riverside County Department of Environmental Health	Quarterly	(Street Maint. Division) Inspection of the transfer yard located at 2205 Railroad Street.	No charge	Y

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Maintenance Services	Inspection	External	G&G Environmental Compliance on behalf of Corona's DWP	Annually / Every 4 years	(Park Maint. Division) Inspection of recycled water connections to ensure proper use and compliance. Every four years perform a shut-down test to ensure there are no cross connections with the potable water system.	No charge	Y
Police	CJIS/NCIC Audit-Database	External	Department of Justice	Every 3 years	To improve quality of entries into the automated files through verification, validity, completeness and accuracy of a random sample of records in each of the CJIS/NCIC systems used.	No charge	Y
Police	CORI Audit	External	Department of Justice	Every 3 years	To ensure all ACHS users are trained and in compliance with Department of Justice policies. Documentation is examined to verify the "Need to Know" for each ACHS and the review of the 30 character "route to field."	No charge	Y
Police	CLETS Policy and Security Audit	External	Department of Justice	Upon request	The audit identifies security control that must be in place and the personnel screening. It covers physical, administrative, and technical security.	No charge	Y
Police	Automated License Plate Reader	Internal	Sergeant	Annually	Ensure use of ALPR is within policy.	No charge	Y
Police	Grant Compliance	External	Department of Homeland Security	Upon Request	Agency will perform audit to reconcile any equipment purchased with the Department of Homeland Security grant money is physically located and correctly labeled in the Police Department. Last audit conducted August 2017.	No charge	Y
Police	Strategic Planning Workshop	External	Nels Klyver	One time	Strategic Planning Workshop contracted to Nels Klyver in September 2002.	\$ 28,730	N

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Police	Grant Compliance	External	State of California Office of Traffic Safety	Upon Request	Agency will conduct compliance checks on labor reporting or other traffic reporting items related to the OTS grant money. Last compliance check conducted September 2015.	No charge	Y
Police	Jail Inspection	External	Riverside County (Public Health Inspection / Nutritionist)	Annually	Inspection of Jail facility for health and safety compliance. Completed May 2018.	\$ 1,328	Y
Police	Jail Inspection	External	CA Department of Justice	Every 3 years	Inspection of Jail facility for health and safety compliance. Last inspection conducted 2015.	\$ 350	Y
Police	Jail Inspection	External	CA Board of State Community Corrections	Annually	Monitor jails that detain minors, ensure jail is in compliance with section 209 of the Welfare and Institutions Code.	No charge	Y
Police	Air Quality- Firearms Range	External	Outside Contracted	As needed	Perform lead level testing of air quality in firearms range for health and safety compliance. Last testing conducted 2016.	No charge	Y
Police	Emergency Medical Dispatch- County Accreditation	External	Riverside County OES	Every 3 years	Accreditation that medical attention is being instructed and preformed to county standards. New program.	\$ 2,250	Y
Police	Narcotics/Explosive Training Aids	Internal	K9 Coordinator	Quarterly	All controlled substance and explosive training samples will be inspected, weighed and tested quarterly. The results of the quarterly testing shall be recorded and maintained by the canine coordinator with a copy forwarded to the dispensing agency.	No charge	Y
Police	Gang Intelligence Files	External	Department of Justice	Quarterly	Ensure compliance with Cal gang submitting entry requirements.	No charge	Y

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Police	Portable Audio/Video Recorders (Body Worn Camera)	Internal	Supervisor	Monthly	Conduct monthly random reviews of BWC recordings captured by their assigned officers. Review the recordings to evaluate officer performance to ensure the BWC is being used properly, and to select incidents that may have value for training purposes.	No charge	Y
Police	Audit of submissions to LA CLEAR	External	LA CLEAR	Randomly	Make sure Corona PD is following submitting guidelines for entries into LA Clear and has documentation on why we ran the information. Completed 2018.	No charge	Y
Police	Finance Dept. Impress Funds	Internal	City of Corona Finance Department	Annually	Make sure monies issued to VNI Sergeant accounted for and spent on appropriate items.	No charge	Y
Police	Property Room	External	POST	Upon request	To assess property operations and identify potential issues. Completed 2018.	No charge	Y
Police	Safe room	Internal	Supervisor	Annually	Random audit of drugs and currency in safe room.	No charge	Y
Police	Sexual Assault Kit	Internal/External	Department of Justice	Every 120 Days	Identify SART Kits that by law need to be sent to DOJ for DNA analysis and testing.	No charge	Y
Police	Use of Force Review	Internal	Defensive Tactics Instructors	Quarterly	Ensure personnel are within policy and training.	No charge	Y
Police	POST Training	Internal	Training Sergeant	Quarterly	To confirm the personnel are in compliance with the state mandated training.	No charge	Y
Police	CLETS	External	Department of Justice	Annually	Audit CLETS use by all employees.	No charge	Y
Police	Officer Involved Shootings	External	Department of Justice	Annually	Gather statistical data of officer involved shootings.	No charge	Y
Police	Background and training records	External	Department of Justice	Annually	Review background and Field Training records.	No charge	Y
Police	Property room firearms	Internal	Supervisor	Semi-annually	To audit all firearms in property room.	No charge	Y

Department	Audit Type	Internal/External	Name of Agency/Firm	Frequency	Scope or Goal	Cost	Required Y/N
Police	Cold cases	Internal	City of Corona Police Investigations Division	Bi-annually	Identify cases that may need to be reopened due to technological advancements or new information.	No charge	N
Public Works	TUMF (Transportation Uniform Mitigation Fee)	External	WRCOG (Western Regional Council of Governments)	Annually	Verification of pass-through fee collection on certain development projects.	No charge	Y
Public Works	MS4 (Municipal Separate Storm Sewer System) Permit Compliance	External	Regional Water Quality Control Board – Santa Ana	At discretion of the Board	Program review to assess compliance with the City’s NPDES Storm Water Permit.	No charge	Y
Public Works	FTA Triennial Review External Federal Transit Administration (FTA)	External	Federal Transit Administration (FTA)	Every 3 years	Review Transit Operations and compliance with federal requirements.	No charge	Y
Public Works	TDA Audit	External	Independent Auditor for Riverside County Transportation Commission (RCTC)	Annually	Review Transit Operations.	No charge	Y
Public Works	TDA Triennial Performance	External	Riverside County Transportation Commission (RCTC)	Every 3 years	Review Transit Operations.	No charge	Y
Public Works	MSCHP Development Mitigation Fee Attestation	External	Western Riverside County Regional Conservation Authority	Annually, based on selection by agency	CIP Projects; Foothill Parkway Widening, Home Gardens Water District Well Collection, 2016-17 CDBG Sidewalk Improvements, City Park Basketball & Volleyball Court Relocation, Ontario Avenue Street Improvements, and California Avenue Sewer Improvements.	No charge	Y
Public Works	Proposition 1B Funding	External	State of California Department of Transportation	Upon Project Completion and/or discretion of agency	Auto Center Drive Project.	No charge	Y
Public Works	Every 3 years FTA Drug & Alcohol Audit 2013	External	Federal Transit Administration (FTA)	As needed depending on findings on FTA Triennial Review	Review Transit Operations and compliance with federal requirements.	No charge	N (only as-needed)



## 2019 CITY COUNCIL MEETINGS

Meetings begin at 6:30 pm  
*First & Third Wednesday of the month*

City Hall, Council Chambers  
400 S. Vicentia Avenue, Corona

---

*January 2, 2019*  
*January 16, 2019*

*February 6, 2019*  
*February 20, 2019*

*March 6, 2019*  
*March 20, 2019*

*April 3, 2019*  
*April 17, 2019*

*May 1, 2019*  
*May 15, 2019*

*June 5, 2019*  
*June 19, 2019*

***July 3, 2019 - CANCELLED***  
*July 17, 2019*

*August 7, 2019*  
*August 21, 2019*

*September 4, 2019*  
*September 18, 2019*

*October 2, 2019*  
*October 16, 2019*

*November 6, 2019*  
*November 20, 2019*

*December 4, 2019*  
*December 18, 2019*



**Study Session**  
*Fourth (4<sup>th</sup>) Wednesday at 3:30 p.m.*

All five Council Members

**\*\*Cancelled meetings – 11/27/19 & 12/25/19\*\***

01/23/19	02/27/19	03/27/19	04/24/19	05/22/19	06/26/19
07/24/19	08/28/19	09/25/19	10/23/19	<del>11/27/19</del>	<del>12/25/19</del>