

City of Corona

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

City Council Meeting Agenda

Wednesday, July 15, 2020

Closed Session Council Board Room 5:00 PM

Open Session Council Chambers 6:30 PM



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

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

CONVENE CLOSED SESSION**CITY COUNCIL**

1. **20-0616** **CLOSED SESSION - CONFERENCE WITH LEGAL**
 COUNSEL-ANTICIPATED LITIGATION
 Pursuant to Government Code Section 54956.9(d)(4)
 Initiation of Litigation (McKinley - CPI Properties)
 Number of Potential Cases: 1 or more

2. **20-0614** **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL -**
 EXISTING LITIGATION
 Pursuant to Government Code Section 54956.9(d)(1)
 Name of Case: Steve Nolan v. City of Corona, et al.
 Case Number: Riverside County Superior Court Case No. RIC
 1904098

3. **20-0635** **GRANT - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
 Pursuant to Government Code Section 54956.8
 Property Location: 3840-3848 N. McKinley Street, 3852 N. McKinley
 Street and 13191 Magnolia Avenue (APNs 115-300-050 and
 115-300-051)
 Agency Negotiator: Jacob Ellis, City Manager
 Negotiating Party: BPL LLC
 Under Negotiation: Price and Terms of Payment

INVOCATION

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

PLEDGE OF ALLEGIANCE - Maximillian Hernandez**CONVENE OPEN SESSION**

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

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

4. **20-0625** Presentation: [Fire Safe Corona/Fire Safe Council.](#)

5. **20-0626** Presentation: [Covid-19 Update.](#)

6. **20-0628** [Presentation: Local Healthcare Update by Mark Uffer, CEO of the Corona Regional Medical Center.](#)

MEETING MINUTES

7. **20-0611** **MINUTES** - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Study Session Meeting of June 24, 2020.](#)
8. **20-0610** **MINUTES** - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Meeting of July 1, 2020.](#)

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.

FINANCIAL REPORTS

9. **20-0602** **FINANCIAL REPORT** - [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority consideration to receive and file the Monthly Fiscal Report for the month of May 2020.](#)
10. **20-0603** **FINANCIAL REPORT** - [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority consideration to receive and file the Monthly Investment Portfolio Report for the month of May 2020.](#)

BIDS & PURCHASES

- 11. 20-0588** **BID & PURCHASE** - City Council and Corona Utility Authority consideration of adopting the Plans and Specifications for the Mangular Blending Facility, Project No. 2018-13; award bid No. Notice Inviting Bid (NIB) 20-054CA and approve a Construction Contract with R C Foster Corporation in the amount of \$9,486,822.45; and award RFP No. 20-053CA and approve a Professional Services Agreement with Dudek to provide Construction Management and Inspection Services, in the amount of \$663,217.00.

That the:

- a. City Council adopt the Plans and Specifications for the Mangular Blending Facility ("Project"), Project No. 2018-13.
- b. City Council award the bid, NIB 20-054CA, to R C Foster Corporation, the lowest responsive, responsible bidder, for the total bid amount of \$9,486,822.45, and waive any and all minor irregularities in the bidding document as submitted by said bidder.
- c. City Council authorize the City Manager, or Acting Public Works Director, to execute the Construction Contract with R C Foster Corporation, in the amount of \$9,486,822.45, and approve necessary change orders up to ten percent (10%) of the contract amount.
- d. City Council authorize the Purchasing Manager to issue a purchase order to R C Foster Corporation in the amount of \$ 9,486,822.45.
- e. City Council award Request for Proposals (RFP) 20-053CA, titled, "Construction Management and Inspection Services for Mangular Blending Facility" to Dudek, in the amount of \$663,217.00, and waive any and all minor irregularities in the proposal.
- f. City Council authorize the City Manager, or Acting Public Works Director, to execute the Professional Services Agreement with Dudek, in the amount of \$663,217.00, and approve necessary change orders up to ten percent (10%) of the contract amount.
- g. City Council authorize the Purchasing Manager to issue a purchase order to Dudek, in the amount of \$663,217.00.
- h. City Council authorize an appropriation of \$21,056.00 from the 2012 Water Revenue Bond Fund 453 to the Capital Improvement Project (6589) titled, "Mangular Blending Facility" and a decrease to the Water Utility Fund 570 appropriation by the same amount.
- i. Corona Utility Authority (CUA) review, ratify, and to the extent necessary, direct

the City Council to take the above actions.

- 12. 20-0591 BID & PURCHASE - [City Council consideration of approval of award of Notice Inviting Bid \("NIB"\) 20-060HC for Citywide American with Disabilities Act \("ADA"\) Park Improvements Project.](#)**

That the City Council:

- a. Adopt the Plans and Specifications for the Citywide ADA Park Improvements Project.
- b. Award NIB 20-060HC for the Citywide ADA Park Improvements Project to Ortco, Inc., of Orange, California, in the amount of \$453,750.00.
- c. Authorize the City Manager to execute a contract with Ortco, Inc., in the amount of \$453,750.00, and approve necessary change orders up to ten percent (10%) of the contract amount.
- d. Authorize the Acting Public Works Director and City Attorney to negotiate and execute any amendments to this agreement which are either non-substantive or otherwise in compliance with the City Council's actions hereunder.
- e. Authorize the Purchasing Manager to issue a purchase order to Ortco, Inc., in the amount of \$453,750.00, in accordance with duly authorized and executed agreements.

- 13. 20-0597 BID & PURCHASE - [City Council consideration of the rejection of all bids received for the Public Library Book Sorting Building Modifications, Notice of Inviting Bid \(NIB\) 20-025HC, and award the rebid, NIB 20-050HC, to Noble E&C, Inc., as the lowest responsive, responsible bidder.](#)**

That the City Council:

- a. Reject all bids received for the Public Library Book Sorting Building Modifications, NIB 20-025HC.
- b. Adopt the Plans and Specifications of the Rebid - Public Library Book Sorting Building Modifications, NIB 20-050HC.
- c. Award the bid to Noble E&C, Inc., the lowest responsive, responsible bidder, for the total amount of \$44,380, and waive any and all minor irregularities in the bidding documents as submitted by said bidder.
- d. Authorize the City Manager to execute the Construction Contract with Noble E&C, Inc., in the amount of \$44,380, and approve necessary change orders up

to twenty five percent of the contract amount.

- e. Authorize the Purchasing Agent to issue a Purchase Order to Noble E&C, Inc. in the amount of \$44,380 for the construction services.
- f. Authorize an appropriation of \$63,463 from the Library Facilities Fee Fund 206 to the capital project titled "Library Automated Materials Handling System," Project 72590.

14. 20-0607 BID & PURCHASE - City Council consideration of City Council approval of Contract Change Order No. 4 for construction of ADA Improvements at Various Parks - Parking Lot & Sidewalks Year 1 Project, NIB 20-022CA.

That the City Council:

- a. Approve Contract Change Order No. 4 in the amount of \$12,133.00 to TSR Construction and Inspections, Inc., the contractor completing ADA Improvements at Various Parks - Parking Lot & Sidewalks Year 1 Project, NIB 20-022CA.
- b. Authorize the City Manager to execute Contract Change Order No. 4 to the existing Contract between the City and TSR Construction and Inspections, Inc.
- c. Authorize the Purchasing Manager to issue Change Order No. 4 to Purchase Order P21581 to TSR Construction and Inspections, Inc. in the amount of \$12,133.00, for a total amount of \$205,512.50, which represents a cumulative total construction cost increase of 26.41%.

GRANTS

15. 20-0609 GRANT - City Council consideration of accepting and appropriating the 2020 Community Oriented Policing Services (COPS) Cops Hiring Program (CHP) Grant.

That the City Council:

- a. Authorize the acceptance of \$375,000 from the U.S. Department of Justice 2020 Office of Community Oriented Policing Services (COPS) Hiring Program (CHP) Grant for three Police Officer I/II positions, over a three-year period.
- b. Authorize three recurring Police Officer I/II positions, with three years of budget supplemented by the grant funding and the difference from the recurring General Fund, which includes the local cost sharing requirement. The authorization of positions for the retention period and beyond will be included in the General Fund.

- c. Appropriate \$60,000 from the US DOJ Grant Fund 411, CHP reimbursement grant as noted above, and increase revenue estimates by the same amount for the period of January 1, 2021 through June 30, 2021.
- d. Transfer General Fund budget of \$48,903 from the Homeless Program in the Management Services Department to the Police Department operating budget for the period of January 1, 2021 through June 30, 2021.
- e. Authorize the City Manager and Chief of Police to execute any required grant documents that are in compliance with the City Council's actions hereunder.

16. 20-0612 GRANT - [City Council consideration of acceptance and appropriation of Fiscal Year 2019 State Fire Assistance Grant Program award in the amount of \\$60,000.](#)

That the City Council:

- a. Authorize the submittal for and acceptance of the Fiscal Year 2019 State Fire Assistance Grant Program award in the amount of \$60,000.
- b. Approve an appropriation and estimated revenue increase of \$60,00 in the General Fund for the Fire Department to establish a Corona Fire Safe Council and Community Wildfire Protection Plan (CWPP).

REPORTS

17. 20-0604 REPORT - [City Council to receive and file Personnel Report.](#)

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

18. 20-0613 REPORT - [City Council consideration of approval of the Fiscal Year 2021 Homeless Solutions Annual Action Plan.](#)

That the City Council:

- a. Approve the Fiscal Year 2021 Homeless Solutions Annual Action Plan.
- b. Direct the City Manager to implement the goals, strategies, and programs outlined in the Fiscal Year 2021 Homeless Solutions Annual Action Plan.
- c. Direct the City Manager to submit quarterly progress reports to City Council and the public during Fiscal Year 2021.

RESOLUTIONS

- 19. 20-0589 RESOLUTION** - [City Council consideration of adopting Resolution No. 2020-088, authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.](#)

That the City Council adopt Resolution No. 2020-088, authorizing the filing of applications with the Federal Transit Administration for Federal assistance.

- 20. 20-0634 RESOLUTION** - [City Council consideration of Resolution No. 2020-100, extending the temporary waiver of all penalties, late fees, and interest imposed upon delinquent payments of business license taxes or transient occupancy taxes and extending the deadline for business license renewals due in June, July, and August 2020.](#)

That the City Council adopt Resolution No. 2020-100, extending the temporary waiver of all penalties, late fees, and interest imposed upon delinquent payments of business license taxes or transient occupancy taxes and extending the deadline for business license renewals due in June, July, and August 2020.

COMMUNICATIONS FROM THE PUBLIC

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

PUBLIC HEARINGS

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

- 21. 20-0590 PUBLIC HEARING** - [Public Hearing for City Council consideration of Resolution No. 2020-089, ordering the vacation of a portion of public right-of-way fronting 210 Radio Road, south of the 91-freeway and north of the existing terminus of Radio Road.](#)

That the City Council adopt Resolution No. 2020-089, ordering the vacation of a portion of public right-of-way fronting 210 Radio Road, south of the 91-freeway and north of the existing terminus of Radio Road.

- 22. 20-0623 PUBLIC HEARING - [Public Hearing for City Council consideration of Resolutions of Necessity, declaring the necessity of acquisition, by eminent domain, of a fee interest, as well as improvements thereon, permanent roadway easements, and temporary construction easements interests in certain real property identified as Assessor Parcel No.'s \(APN's\) 172-420-001, 115-290-034 and 115-290-035, located on North McKinley Street, and on Sampson Avenue, south of the State Route 91 \(SR-91\) eastbound on-ramp for the McKinley Street Grade Separation Project.](#)**

That the City Council:

- a. Conduct a public hearing to consider the adoption of three Resolutions of Necessity, including providing all parties interested in the affected property and their attorneys, or their representatives, an opportunity to be heard on the issues relevant to each Resolution of Necessity.
- b. Make the following findings as hereinafter described in this report:
 - i. The public interest and necessity require the proposed project;
 - ii. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
 - iii. The real property to be acquired is necessary for the project, and;
 - iv. The offers of just compensation have been made to the property owners.
- c. Adopt Resolutions 2020-096, 2020-097, and 2020-098, each Resolution of Necessity declaring that the acquisition of fee, permanent non-exclusive ingress and egress easement, permanent street easement, and temporary construction easements in certain real property identified as APN's 172-420-001, 115-290-034, and 115-290-035, located on North McKinley Street, and on Sampson Avenue, south of the SR-91 eastbound on-ramp for the McKinley Street Grade Separation Project.

LEGISLATIVE MATTERS

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

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

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

A) Planning & Housing Commission

B) Parks & Recreation Commission

C) Infrastructure Committee

D) Finance, Legislation & Economic Development Committee

- 23. 20-0606 FINANCE, LEGISLATION & ECONOMIC DEVELOPMENT COMMITTEE REPORT - [City Council consideration to receive minutes of the July 1, 2020 meeting of the Finance, Legislative and Economic Development Committee report by Vice Mayor Jacque Casillas and Council Member Jason Scott.](#)**

E) Public Services Committee

F) Regional Meetings

ADMINISTRATIVE REPORTS

- 24. 20-0632 ADMINISTRATIVE REPORT - [City Council consideration of Resolutions Placing a Ballot Measure on the November 3, 2020 General Municipal Election Ballot to Establish Term Limits for City Council Members.](#)**

That the:

- a. City Council, consistent with its direction at the June 17, 2020 City Council meeting, review and consider adoption of Resolution No. 2020-090 calling for the placement of a measure on the November 3, 2020 general municipal election ballot to establish a lifetime limit of three terms for City Council Members;
- b. City Council, consistent with its direction at the June 17, 2020 City Council meeting, review and consider adoption of Resolution No. 2020-091 setting deadlines and rules for the submission of primary and rebuttal arguments for and against the proposed term limits measure; and
- c. City Council, consistent with its direction at the June 17, 2020 City Council meeting, review and consider adoption of Resolution No. 2020-092 requesting the County of Riverside to consolidate this election with the Statewide General Election also to be held on November 3, 2020.

- 25. 20-0636 ADMINISTRATIVE REPORT - [City Council consider Adoption of Resolutions Placing a General Tax Measure on the November 3, 2020 General Municipal Election Ballot to Establish a 1 Percent General Transactions and Use \(Sales\) Tax.](#)**

That the:

- a. City Council consider adoption of Resolution No. 2020-093 calling for the placement of a 1 percent general transactions and use (sales) tax measure on the November 3, 2020 General Municipal Election Ballot;
- b. City Council consider adoption of Resolution No. 2020-094 setting deadlines

and rules for the submission of primary and rebuttal arguments for and against the proposed sales tax measure; and

- c. City Council consider adoption of Resolution No. 2020-095 requesting the County of Riverside to consolidate this election with the Statewide General Election also to be held on November 3, 2020.

Please note that these resolutions must be approved by a two-thirds (2/3) vote of the membership of the City Council.

CITY ATTORNEY'S REPORTS AND COMMENTS

CITY MANAGER'S REPORTS AND COMMENTS

CITY COUNCIL MEMBER REPORTS AND COMMENTS

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, August 5, 2020, at 4:30 P.M. or thereafter as noted on the posted agenda for closed session items in the City Council Board Room followed by the regular meeting at 6:30 p.m. or thereafter as noted on the posted agenda in the City Council Chambers.

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

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

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

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

Meeting is Being Recorded

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882



Minutes - Draft

Wednesday, June 24, 2020

3:30 PM

Council Chambers 3:30 PM

Study Session

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

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

** Revised Agenda on June 23, 2020 at 12:00 PM.

Staff Report and attachments have been added to the following item:

Item 1 - Discussion and Direction Regarding Council Ad Hoc Committee's Recommendations for a Draft Ordinance and Related Policy Documents for Possible Permitting and Regulation of Commercial Cannabis Businesses in Manufacturing Zones. **

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Steiner.

CONVENE OPEN SESSION

Mayor Steiner called the meeting to order at 3:31 p.m.

COMMUNICATIONS FROM THE PUBLIC

None.

AGENDA ITEMS

1. Discussion and Direction Regarding Council Ad Hoc Committee's Follow-Up Recommendations for a Draft Ordinance and Related Policy Documents for Possible Permitting and Regulation of Commercial Cannabis Businesses in Manufacturing Zones.

Dean Derleth, City Attorney, provided a report on the following: Council's Prior Direction "The Big Picture", Big Picture Issues, Summary of Committee's Specific Recommendations, Committee Specific Recommendations, Ordinance Summary, Resolution Summary, Comments & Follow-up, February Study Session, Comments & Committee Recommendations, Schedules, Cannabis Schedule Document Development & Consideration, Commercial Cannabis Portal, and Direction Needed.

Mayor Steiner thanked Mr. Derleth on his presentation.

The Council had inquiries about the item and Mr. Derleth and Chief Johnstone provided clarification. Jamie Raymond, Assistant City Attorney, provided clarification on the law regarding medical professionals having a part in the business.

The following residents addressed the Council regarding the proposed item: Joe Morgan, Faraz Rizvi, Dana Cisneros, Tom Richins, Bill Kaufman, Violeta Aguilar-Wyrick, and Chris Bainum.

There were four emails received and summarized by Allyson Berndsen,

City Clerk's Office Assistant. These emails will be maintained with the minutes.

Mr. Derleth addressed concerns that were raised from the public.

The Council discussed the proposed item. Mr. Derleth, Chief Johnstone, Joanne Coletta, Community Development Director, Kim Sitton, Acting Administrative Services Director, and Jacob Ellis, City Manager, provided clarification on the different inquiries the Council had.

The Council discussed and provided staff with direction for three full-time positions for the Cannabis Program.

ADJOURNMENT

Mayor Steiner announced the next Study Session is July 22, 2020. He adjourned the meeting at 5:44 p.m.

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882



Minutes - Draft

Wednesday, July 1, 2020

4:30 PM

Closed Session Council Board Room 4:30 PM

Open Session Council Chambers 6:30 PM

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**

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

CONVENE CLOSED SESSION

Closed Session convened at 4:30 p.m. for the purposes listed below.
Present were Mayor Steiner, Vice Mayor Casillas, Council Member Carrillo, Council Member Scott, and Council Member Speake. Closed Session adjourned at 6:20 p.m.

CITY COUNCIL

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property Location: 351 S. Main Street (APN: 117-114-013)
Agency Negotiator: Jacob Ellis, City Manager
Negotiating Party: Kenneth James Tressen and Sharon Ann Tressen Living Trust
Under Negotiation: Price and Terms of Payment
2. PUBLIC EMPLOYEE PERFORMANCE evaluation
Pursuant to Government Code Section 54957
Title: City Attorney/Legal & Risk Management Director

Rollcall

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

INVOCATION

None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Steiner.

CONVENE OPEN SESSION

Mayor Steiner called the meeting to order at 6:35 p.m.

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

3. Presentation: WRF1 Biosolids Dryer Update
Kristian Alfelor, Operations Manager, provided an update.
4. Presentation: Temescal Subbasin Groundwater Sustainability Plan - Stakeholder Engagement
Tom Moody, General Manager, provided an update.

5. Presentation: McKinley Grade Separation Update

Darin Johnson, Project Manager, provided an update.

The following residents addressed the Council in opposition of the proposed project: Lilliana Castro and Joe Morgan.

Josh Cosper, Senior Project Manager, addressed the comments made by the public.

60. Discussion on Local Recovery, Reinvestment and Funding.

The following item was taken out of order.

Jacob Ellis, City Manager, provided a presentation.

The following residents addressed the Council in opposition of the report: Joe Morgan, Tom Richins, and Matt Woody.

The following resident addressed the Council in support of the report: Casey Fieldhouse.

The Council addressed the comments made by the public.

The Council discussed the City Manager's report.

61. Appointment to the Parks & Recreation Commission.

The following item was taken out of order.

Vice Mayor Casillas appointed Dominick Verrettee to the Parks & Recreation Commission.

A motion was made by Vice Mayor Casillas, seconded by Council Member Carrillo that this appointment be approved. The motion carried by the following vote:

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

62. Reappointment to the Library Boards of Trustees.

The following item was taken out of order.

Mayor Steiner reappointed Connie Newman to the Library Board of Trustees.

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

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

MEETING MINUTES

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

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

6. Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Meeting of June 17, 2020.

These Minutes were approved.

CONSENT CALENDAR

A motion was made by Vice Mayor Casillas, seconded by Council Member Carrillo, that this Consent Calendar be approved, with the exception of Items 11, 16 and 24, which were voted on separately. Council Member Scott recused himself from Item 12 due to proximity of residence. Vice Mayor Casillas recused herself from Item 51 due to proximity of residence. Council Member Carrillo and Council Member Speake recused themselves from Item 52 due to proximity of residences. City Manager Jacob Ellis recused himself from Item 24 due to proximity of residence. The motion carried by the following vote:

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

LEGISLATIVE MATTERS – SECOND READINGS

7. City Council adoption of Ordinance No. 3316, second reading of an Ordinance of the City of Corona, California, for approving an amendment to Title 17 of the Corona Municipal Code to permit electric vehicle assembly and parts assembly, and electric vehicle fleet sales and delivery in the M-1 (Light Manufacturing), M-2 (General Manufacturing), M-3 (Heavy Manufacturing), and M-4 (Industrial Park) Zones and establish standards for electric vehicle related businesses in Chapter 17.44. (Applicant: City of Corona)

This Ordinance was adopted.

AGREEMENTS

8. City Council consideration of an Agreement Providing for Advancement of Funds for Community Facilities District No. 2018-1 (Bedford) of the City of Corona

This Agreement was approved.

9. City Council consideration of Grading Agreements for rough grading and

import for Lot 8 of Tract Map (TM) 36294 and Parcel Map (PM) 37788 - Bedford Marketplace, LLC, a Delaware Limited Liability Company.

This Agreement was approved.

10. City Council consideration of a Grading Agreement for mass grading for Parcel Map (PM) 37608 - Latitude Business Park, LLC, a California Limited Liability Company.

This Agreement was approved.

11. City Council consideration of Professional Service Agreement with the Corona Chamber of Commerce.

Council Member Speake had inquiries on the item and Jessica Gonzalez, Economic Development Director, provided clarification.

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

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

BIDS & PURCHASES

12. City Council consideration of approval of award of Notice Inviting Bid ("NIB") 20-052HC for Magnolia Medians Landscape Renovation Project and appropriation of additional funding for the completion of the project.

This Bid & Purchase was approved. Council Member Scott recused himself from Item 12 due to proximity of residence.

13. City Council consideration to award NIB 20-069WY REBID - Cisco EA Subscription Services.

This Bid & Purchase was approved.

14. City Council consideration of approval of award of Notice Inviting Bid ("NIB") 20-049HC for Santana Regional Park Playground Improvements Project.

This Bid & Purchase was approved.

15. City Council consideration of an Exception to Bidding to Downs Energy and The SOCO Group for the purchase of petroleum products using the County of Riverside agreements with both vendors.

This Bid & Purchase was approved.

16. City Council consideration of actions to approve purchase order for software licensing renewal.

Council Member Speake had inquiries and Mike Enriquez, Senior

Software Architect, and Tom Moody, General Manager, provided clarification.

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

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

BUDGETARY

17. City Council and Corona Utility Authority consideration of the Western Riverside County Regional Wastewater Authority Fiscal Year 2021 budget.

This Budgetary was approved.

18. City Council consideration of actions to authorize three (3) full-time positions and approve appropriations from the General Fund for the Cannabis Program.

This Budgetary was approved.

EXTENSIONS OF TIME

19. City Council consideration to extend emergency rent relief for up to five months for the Stephan Center located at 815 W Sixth Street, Corona, Suite 130 in the Historic Civic Center due to a financial hardship resulting from COVID-19.

This Extension of Time was approved.

RELEASE OF SECURITIES

20. City Council consideration of the improvements associated with 1071 West Sixth Street and release the appropriate securities - Hitesh P. Patel and Nirmala H. Patel.

This Release of Security was approved.

21. City Council consideration of certain public improvements and releasing appropriate Improvement and Survey Monumentation Securities associated with Tract Map (TM) 36355 - Tri Pointe Homes, Inc., a Delaware Corporation.

This Release of Security was approved.

REPORTS

22. City Council to receive and file Personnel Report.

This Report was received and filed.

RESOLUTIONS

- 23.** City Council consideration of Resolution No. 2020-055, declaring intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, and adopting a map of the area proposed to be annexed thereto (Annexation No. 16).

Council Member Speake commended staff on the special tax refunding bonds. Kim Sitton, Acting Administrative Services Director, provided a brief overview.

A motion was made by Council Member Speake, seconded by Vice Mayor Casillas, that this Resolution be adopted. The motion carried by the following vote:

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

- 24.** City Council consideration of Resolution No. 2020-056, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 97-2 (Eagle Glen), Special Tax Refunding Bond 2014 Series A.

This Resolution was adopted. Jacob Ellis, City Manager, recused himself from Item 24 due to proximity of residence.

- 25.** City Council consideration of Resolution No. 2020-057, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2000-1 (Eagle Glen II), 2020 Special Tax Refunding Bond.

This Resolution was adopted.

- 26.** City Council consideration of Resolution No. 2020-058, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2001-2 (Cresta-Grande), 2020 Special Tax Refunding Bond (Improvement Area No. 1).

This Resolution was adopted.

- 27.** City Council consideration of Resolution No. 2020-059, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2001-2 (Cresta-Grande), 2020 Special Tax Refunding Bond (Improvement Area No. 2).

This Resolution was adopted.

- 28.** City Council consideration of Resolution No. 2020-060, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2002-1 (Dos Lagos) 2017 Special Tax Refunding Bonds.

This Resolution was adopted.

29. City Council consideration of Resolution No. 2020-061, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2002-1 (Dos Lagos) Improvement Area 1 2017 Special Tax Refunding Bonds.
- This Resolution was adopted.**
30. City Council consideration of Resolution No. 2020-062, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2002-4 (Corona Crossings) 2017 Special Tax Refunding Bonds.
- This Resolution was adopted.**
31. City Council consideration of Resolution No. 2020-063, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2003-2 (Highlands Collection), 2020 Special Tax Refunding Bond.
- This Resolution was adopted.**
32. City Council consideration of Resolution No. 2020-064, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2004-1 (Buchanan Street), 2020 Special Tax Refunding Bond.
- This Resolution was adopted.**
33. City Council consideration of Resolution No. 2020-065, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2016-2 (Terrassa), 2018 Special Tax Bonds, Special Tax A.
- This Resolution was adopted.**
34. City Council consideration of Resolution No. 2020-066, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2017-2 (Valencia/Seville), 2018 Special Tax Bonds, Special Tax A.
- This Resolution was adopted.**
35. City Council consideration of Resolution No. 2020-067, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2018-1 (Bedford) Improvement Area No. 1, 2018 Special Tax Bonds, Special Tax A.
- This Resolution was adopted.**
36. City Council consideration of Resolution No. 2020-068, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2018-2 (Sierra Bella), Special Tax A.

This Resolution was adopted.

37. City Council consideration of Resolution No. 2020-069, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2016-2 (Terrassa), Special Tax B.

This Resolution was adopted.

38. City Council consideration of Resolution No. 2020-070, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2017-2 (Valencia/Seville), Special Tax B.

This Resolution was adopted.

39. City Council consideration of Resolution No. 2020-071, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2018-1 (Bedford), Special Tax B.

This Resolution was adopted.

40. City Council consideration of Resolution No. 2020-072, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2018-2 (Sierra Bella), Special Tax B.

This Resolution was adopted.

41. City Council consideration of Resolution No. 2020-073, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 97-1 (South Corona Landscape).

This Resolution was adopted.

42. City Council consideration of Resolution No. 2020-074, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2000-1 (Eagle Glen II).

This Resolution was adopted.

43. City Council consideration of Resolution No. 2020-075, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2001-1.

This Resolution was adopted.

44. City Council consideration of Resolution No. 2020-076, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2002-2.

This Resolution was adopted.

45. City Council consideration of Resolution No. 2020-077, levying special

taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2002-3.

This Resolution was adopted.

46. City Council consideration of Resolution No. 2020-078, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2011-1.

This Resolution was adopted.

47. City Council consideration of Resolution No. 2020-079, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2016-3 (Maintenance Services).

This Resolution was adopted.

48. City Council consideration of Resolution No. 2020-080, levying special taxes to be collected during Fiscal Year 2021 for Community Facilities District No. 2016-1 (Public Services).

This Resolution was adopted.

49. City Council consideration of Resolution No. 2020-083, declaring intention to levy and collect assessments within Lighting Maintenance District No. 84-1 for Fiscal Year 2021, approving preliminary Engineer's Report, and providing notice of public hearing on proposed assessments.

This Resolution was adopted.

50. City Council consideration of Resolution No. 2020-084, declaring intention to levy and collect assessments within Lighting Maintenance District No. 2003-1 for Fiscal Year 2021, approving preliminary Engineer's Report, and providing notice of public hearing on proposed assessments.

This Resolution was adopted.

51. City Council consideration of Resolution No. 2020-085, declaring intention to levy and collect assessments within Zone 6 of Landscape Maintenance District No. 84-2 for Fiscal Year 2021, approving preliminary Engineer's Report, and providing notice of public hearing on proposed assessments.

This Resolution was adopted. Vice Member Casillas recused herself from Item 51 due to proximity of residence.

52. City Council consideration of Resolution No. 2020-086, declaring intention to levy and collect assessments within Zone 19 of Landscape Maintenance District No. 84-2 for Fiscal Year 2021, approving preliminary Engineer's Report, and providing notice of public hearing on proposed assessments.

This Resolution was adopted. Council Member Carrillo and Council Member Speake recused themselves from Item 52 due to proximity of residence.

53. City Council consideration of Resolution No. 2020-087, declaring intention to levy and collect assessments within Zones 1, 2, 4, 7, 10, 14, 15, 17, 18, and 20 of the Landscape Maintenance District No. 84-2 for Fiscal Year 2021, approving preliminary Engineer's Report, and providing notice of public hearing on proposed assessments.

This Resolution was adopted.

54. City Council consideration of Resolution No. 2020-082, amending the compensation and benefits of non-represented executive group employees to authorize reimbursement of reasonable relocation expenses for new hires.

This Resolution was adopted.

COMMUNICATIONS FROM THE PUBLIC

Joe Morgan, resident, addressed the Council to announce the upcoming Community Food Drive-Thru.

Tom Richins, resident, addressed the Council with concerns regarding sales tax and previously discussed term limits.

PUBLIC HEARINGS

55. Public Hearing for City Council consideration of adopting the Plans and Specifications for the Overlook Street Improvements on Nelson Street, Courtney Street, Duncan Way, and Howe Street, Project No. 2015-02, NIB 20-047CA, the Local Traffic Facilities Development Impact Fee Study; and award the bid.

Tom Koper, Acting Public Works Director, provided a report on the proposed item. Mayor Steiner opened the Public Hearing. Allyson Berndsen, City Clerk Office Assistant, stated there was no written comments were received. Joe Morgan, resident, addressed the Council in opposition of the proposed item. Mayor Steiner closed the Public Hearing.

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

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

56. Public Hearing for City Council consideration of the State Permanent Local Housing Allocation (PLHA) Grant Application and Five-Year Plan.

Karen Roper, Homeless Solutions Manager, provided a report on the proposed item. Mayor Steiner opened the Public Hearing. Allyson Berndsen, City Clerk Office Assistant, stated there was no correspondence received. Mayor Steiner closed the Public Hearing.

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

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

LEGISLATIVE MATTERS

None.

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

A) Planning & Housing Commission

- 57.** City Council consideration of PM 37763, a Parcel Map to subdivide an existing 4.47-acre commercial parcel located at 2410 Wardlow Road in the Industrial Commercial Development District (ICDD) of the Westgate Specific Plan (SP87-01) into two parcels for commercial condominium purposes. (Applicant: Alan Dibartolomeo with Press Companies, Inc.)

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

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

B) Parks & Recreation Commission

None.

C) Infrastructure Committee

None.

D) Finance, Legislation & Economic Development Committee

None.

E) Public Services Committee

None.

F) Regional Meetings

- 58.** Update from Mayor Jim Steiner on the Riverside Transit Agency (RTA) Meeting of May 28, 2020.

Mayor Steiner provided an update.

ADMINISTRATIVE REPORTS

59. Budget Update for May 2020.

Kim Sitton, Acting Administrative Services Director, provided an update.

CITY ATTORNEY'S REPORTS AND COMMENTS

None.

CITY MANAGER'S REPORTS AND COMMENTS

Jacob Ellis, City Manager, provided an update and safety reminder for Fourth of July celebrations.

Brian Young, Fire Chief, provided information on safety during upcoming Fourth of July celebrations.

CITY COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Carrillo addressed the comment made on term limits.

Council Member Speake thanked Dean Derleth, Michele Wentworth and Trixie Anderson for their help with the withdrawal of the Circle City Sub-Station project. He noted the passing of Gerry Deleo from Corona Clay. He announced that Riverside County Transportation Committee(RCTC) and Caltrans finished their evaluation of the auxiliary lanes.

ADJOURNMENT

Mayor Steiner adjourned the meeting in memory of Carl Re' at 10:04 p.m. The next scheduled meeting of the Council is July 15, 2020.



MEMORANDUM

July 15, 2020

TO: City Clerk

FROM: Kim Sitton
Acting Administrative Services Director

SUBJECT: Monthly Fiscal Report, May 2020

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 May 2020, subject to final audit.

Prepared By:

DocuSigned by:

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Financial Analyst I

Reviewed By:

DocuSigned by:

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Finance Manager

Respectfully submitted:

DocuSigned by:

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City Treasurer

DocuSigned by:

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Acting Administrative Services Director

Attachment



CITY OF CORONA

Receipts and Disbursements

May 31, 2020

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	\$ 4,741,774.21	\$ 30,147,141.48	\$ 30,853,274.43	\$ 4,035,641.26
Deposits in Transit	356,196.52	1,096,173.86	356,196.52	1,096,173.86
Outstanding Checks	(492,520.08)	492,520.08	2,807,826.34	(2,807,826.34)
Fiscal Agents	32,072,557.74	766,247.14	2,261,316.84	30,577,488.04
Investments	325,839,172.72	34,869,250.16	38,589,172.68	322,119,250.20
Change Fund	10,148.00	0.00	0.00	10,148.00
Returned Checks	(348.40)	12,857.77	10,554.25	1,955.12
Pcard Reconciling Items	0.00	0.00	0.00	0.00
Credit Card Reconciling Items- Fees	(1,686.81)	1,686.81	1,686.81	(1,686.81)
TOTAL	\$ 362,525,293.90	\$ 67,385,877.30	\$ 74,880,027.87	\$ 355,031,143.33

*For information purposes only

Subject to final audit



CITY OF CORONA
Cash Balance By Fund
May 31, 2020

General Fund		\$ 87,636,515.23
Special Revenue Funds		
Gas Tax	5,333,997.44	
Measure A	16,776,397.05	
Trip Reduction	1,588,542.72	
Asset Forfeiture	511,244.09	
Development	29,241,440.15	
Residential Refuse/Recycling	(72,654.40)	
Landscape and Streetlight Maintenance	18,819,062.86	
Other Grants and Endowments	580,456.99	72,778,486.90
Debt Service Funds		
Public Financing Authority	43.55	43.55
Capital Project Funds		
Housing/Community Development	(238,795.15)	
Planned Local Drainage	197,850.95	
Other Grants	(8,039,112.06)	
Public Facility Project	(919,317.38)	
Corona Housing Authority	9,595,048.76	595,675.12
Enterprise Funds		
Water Utility	38,340,074.10	
Water Reclamation Utility	70,305,378.61	
Transit	830,904.69	
Electric Utility	21,618,055.12	
Airport	889,897.07	131,984,309.59
Internal Service Funds		
Fleet Operations	8,193,337.06	
Workers' Compensation	25,960,992.51	
Liability Risk	1,443,891.49	
Warehouse Services	336,692.32	
Information Technology	971,397.22	36,906,310.60
Fiduciary Funds		
AD & CFD Bond Funds	17,393,033.72	
AB109 PACT	211,973.49	
Successor Agency	7,524,795.13	25,129,802.34
Total All Funds		<u>\$ 355,031,143.33</u>

Subject to final audit



CITY OF CORONA
Cash Status Report
May 31, 2020

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	\$ 23,373,322.35	\$ -	\$ -	\$ -	\$ 23,373,322.35
Investment Account	298,745,927.85				298,745,927.85
Investment Total	322,119,250.20				322,119,250.20
General Account - Bank of America	3,751,415.85	941,910.60	(2,669,337.67)	268.31	2,024,257.09
Worker's Comp Account - Bank of America	284,225.41	154,263.26	(138,488.67)		300,000.00
Fiscal Agent Accounts	30,577,488.04				30,577,488.04
Petty Cash	10,148.00				10,148.00
BALANCE PER BOOKS OF CITY TREASURER & ADMINISTRATIVE SERVICES DIRECTOR	\$ 356,742,527.50	\$ 1,096,173.86	\$ (2,807,826.34)	\$ 268.31	355,031,143.33
GENERAL LEDGER GRAND TOTAL					<u>\$ 355,031,143.33</u>
Subject to final audit					



CITY OF CORONA
Investment Portfolio Report
May 31, 2020

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO	YIELD TO MATURITY
ABS	\$ 20,313,418.54	\$ 20,623,989.48	\$ 20,382,881.48	6.33%	
Agency	100,390,000.00	104,156,587.78	100,827,134.45	31.30%	3.761
CMO	22,172,546.87	23,491,043.40	22,691,217.94	7.04%	
Commercial Paper	-	-	-	0.00%	
Corporate	75,512,000.00	79,043,262.08	75,505,494.36	23.44%	
LAIF	23,373,322.35	23,373,322.35	23,373,322.35	7.26%	0.680
Money Market Fund FI	389,527.66	389,527.66	380,527.73	0.12%	0.150
Municipal Bonds	3,385,000.00	3,547,750.80	3,462,753.45	1.07%	
Supranational	13,285,000.00	13,548,033.25	13,173,899.10	4.09%	
US Treasury	61,975,000.00	65,491,061.38	62,322,019.34	19.35%	4.337
TOTAL PORTFOLIO	\$ 320,795,815.42	\$ 333,664,578.18	\$ 322,119,250.20	100.00%	2.008
Average Daily Balance			\$ 316,931,014.00		

Subject to final audit



City of Corona Investment Portfolio Report Month Ending May 31, 2020

In accordance with the City Investment Policy, a monthly investment report shall be filed with the City Council which provides a clear picture of the status of the current investments. The report for the month ending May 31, 2020 has been prepared by Chandler Asset Management. We hereby certify that this report accurately reflects all pooled investments and is in compliance with the City's Investment Policy. Combined with anticipated revenues, the portfolio contains sufficient investment liquidity to meet budgeted expenditures for the next six months.

SUBMITTED BY:

DocuSigned by:

Chad T. Willardson

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Chad T. Willardson
City Treasurer

DocuSigned by:

Kim Sitton

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Kim Sitton
Acting Administrative Services Director

REVIEWED BY:

DocuSigned by:

Jennifer Schaefer

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Jennifer Schaefer
Finance Manager

Beginning balance April 30, 2020		\$325,839,173
Acquisitions / Additions:		
Agency Notes	\$ 11,505,306	
US Corporate Notes	979,923	
LAIF	9,950,000	
Money Market Fund	<u>12,440,573</u>	34,875,802
Dispositions / Withdrawals:		
Agency Notes	\$ 11,215,478	
US Corporate Notes	760,797	
LAIF	14,250,000	
Money Market Fund	<u>12,485,229</u>	38,711,504
Gain/(Loss) on Dispositions		124,779
Ending balance, May 31, 2020		<u><u>\$322,128,250</u></u>

City of Corona Consolidated

Account #10003

Portfolio Summary

As of May 31, 2020



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.39
Average Coupon	2.11%
Average Purchase YTM	1.98%
Average Market YTM	0.57%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.64 yrs
Average Life	2.48 yrs

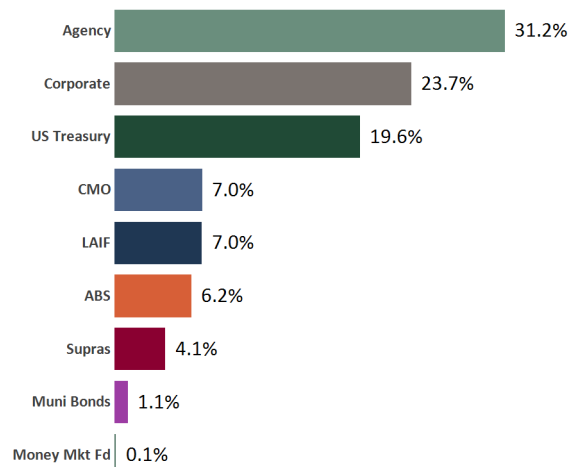
ACCOUNT SUMMARY

	Beg. Values as of 4/30/20	End Values as of 5/31/20
Market Value	336,446,310	333,664,578
Accrued Interest	1,455,400	1,555,628
Total Market Value	337,901,710	335,220,206
Income Earned	603,408	564,526
Cont/WD		-4,300,000
Par	324,584,490	320,795,815
Book Value	325,839,173	322,128,250
Cost Value	325,839,173	322,128,250

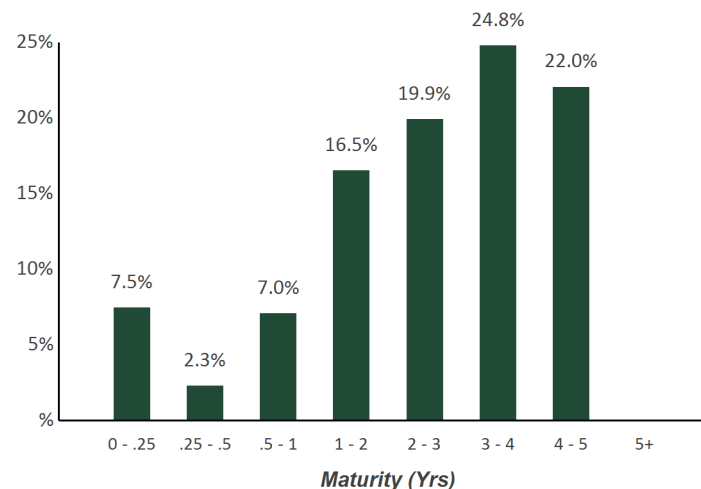
TOP ISSUERS

Government of United States	19.6%
Federal National Mortgage Assoc	15.3%
Federal Home Loan Mortgage Corp	13.5%
Federal Home Loan Bank	9.4%
Local Agency Investment Fund	7.0%
Inter-American Dev Bank	2.3%
John Deere ABS	2.3%
Honda ABS	1.6%
Total	71.1%

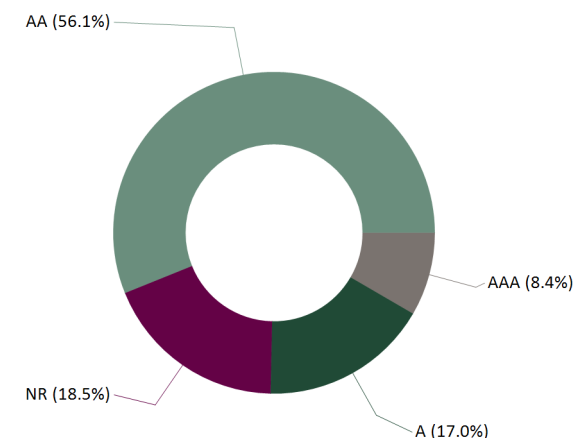
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Statement of Compliance

As of May 31, 2020



City of Corona Consolidated

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

Category	Standard	Comment
U.S. Treasury Issues	No limitations	<i>Complies</i>
Federal Agencies	75% maximum; Federal agency or US government-sponsored enterprise obligations, participations, or other instruments, including those issued or fully guaranteed as to principal or interest by federal agencies or US government-sponsored enterprises.	<i>Complies</i>
Municipal Securities; state/Local Agency Obligations	"A" rated or better by NRSRO; 25% maximum; 5% max per issuer; Bonds issued by the City, including Bonds payable solely out of revenue from a revenue producing property owned, controlled or operated by the City; Bonds, Notes or other evidence of indebtedness of any local agency within California, or state warrants, or Treasury Notes of Bonds of California; Bonds, Notes or other evidence of indebtedness in any of the other 49 states, in addition to California.	<i>Complies</i>
Supranational Securities	"AA" rated or better by a NRSRO; 10% max per issuer; Washington D.C. based issuers: IADB, IBRD, and IFC	<i>Complies</i>
Banker's Acceptances	20% maximum; 5% per issuer; 25% per institution; 180 days max maturity	<i>Complies</i>
Commercial Paper	"A-1/P-1" rated; "A2/A" or higher long term debt issued; 25% maximum; 5% per issuer; 10% max of the issuer's outstanding paper; 270 days max maturity; U.S. domiciled corporations with assets > \$500 million	<i>Complies</i>
Corporate Medium Term Notes	"A" rated or better by NRSRO; 30% maximum; 5% per issuer; U.S. domiciled corporations or U.S. licensed depository	<i>Complies</i>
Negotiable Certificates of Deposit	"A-1/P-1" or better short term debt rating; "A2/A" or better long term debt rating; 20% maximum; 5% per issuer; 3 years max maturity; May not exceed shareholder's equity of issuing bank or net worth of issuing S&L or Fed Assoc.; Issued by a nationally or state chartered bank, a federal association, or a state licensed branch of a foreign owned bank (insured by federal government)	<i>Complies</i>
Money Market Funds	Highest ranking or AAA/Aaa rated by 2 of 3 NRSROs; 10% maximum; 5% max per fund; SEC registered IA with > 5 years experience and AUM > \$ 500 million	<i>Complies</i>
Asset-Backed, Mortgage-Pass Through Securities, Collateralized Mortgage Obligations (Non-Government Issued)	"AA" or rated higher by NRSRO; 15% maximum; 5% max per issuer; Non-Government issued	<i>Complies</i>
Repurchase Agreements	10% maximum; 5% per issuer; 14 days max maturity; 102% collateral; Not used by investment adviser	<i>Complies</i>
Local Agency Investment Fund (LAIF)	Limit set by LAIF; State of California Local Agency Investment Fund (LAIF) or other Local Government Investment Pools established by public entities; Not used by investment adviser	<i>Complies</i>
Prohibited Securities	Reverse Repurchase Agreements, Zero coupon bonds, Futures and Option Contracts	<i>Complies</i>
Max Per Issuer	5% (except US government and its agencies and instrumentalities)	<i>Complies</i>
Maximum maturity	5 years	<i>Complies</i>

City of Corona Consolidated

Account #10003

Holdings Report

As of May 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
654747AD6	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	139,761.67	12/27/2017 2.10%	138,871.78 138,871.78	100.13 0.74%	139,943.90 101.33	0.04% 1,072.12	Aaa / NR AAA	1.21 0.13
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	602,186.93	04/27/2018 2.62%	592,824.81 592,824.81	100.29 0.51%	603,927.82 449.63	0.18% 11,103.01	Aaa / AAA NR	1.21 0.24
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	68,219.56	07/11/2017 1.83%	68,214.56 68,214.56	100.20 0.68%	68,359.29 55.18	0.02% 144.73	Aaa / NR AAA	1.38 0.18
47788CAC6	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	377,291.17	02/21/2018 2.68%	377,264.06 377,264.06	100.69 0.97%	379,876.65 446.04	0.11% 2,612.59	Aaa / NR AAA	1.88 0.39
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	1,748,592.44	08/21/2018 2.98%	1,748,352.53 1,748,352.53	101.43 0.88%	1,773,593.59 1,432.87	0.53% 25,241.06	Aaa / NR AAA	2.23 0.68
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	2,725,171.21	07/25/2019 1.48%	2,754,019.70 2,754,019.70	101.60 0.35%	2,768,822.98 3,585.11	0.83% 14,803.28	Aaa / AAA NR	2.29 0.61
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	1,942,195.56	07/18/2018 3.10%	1,942,048.34 1,942,048.34	101.49 0.67%	1,971,223.56 2,658.65	0.59% 29,175.22	Aaa / NR AAA	2.46 0.62
58770FAC6	Mercedes Benz Auto Lease Trust 2020- A A3 1.84% Due 12/15/2022	1,050,000.00	01/21/2020 1.87%	1,049,861.61 1,049,861.61	101.06 1.21%	1,061,160.45 858.67	0.32% 11,298.84	Aaa / AAA NR	2.54 1.67
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	2,500,000.00	08/27/2019 1.87%	2,552,050.78 2,552,050.78	102.14 1.07%	2,553,570.00 3,233.33	0.76% 1,519.22	Aaa / NR AAA	3.13 1.15
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	2,030,000.00	08/20/2019 1.79%	2,029,983.15 2,029,983.15	101.64 0.83%	2,063,308.24 1,605.96	0.62% 33,325.09	Aaa / AAA NR	3.21 1.71
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,010,000.00	07/16/2019 2.23%	1,009,785.58 1,009,785.58	101.34 1.31%	1,023,522.87 992.04	0.31% 13,737.29	Aaa / NR AAA	3.54 1.47
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,390,000.00	10/01/2019 1.95%	1,389,892.83 1,389,892.83	102.44 0.61%	1,423,971.60 823.96	0.43% 34,078.77	NR / AAA AAA	3.90 1.81
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,170,000.00	10/16/2019 1.94%	2,169,885.42 2,169,885.42	102.42 0.72%	2,222,472.77 1,861.38	0.66% 52,587.35	Aaa / AAA NR	4.13 1.97

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ABS									
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	980,000.00	05/18/2020 0.83%	979,922.87 979,922.87	100.45 0.62%	984,370.80 89.29	0.29% 4,447.93	Aaa / AAA NR	4.13 2.17
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,580,000.00	03/04/2020 1.11%	1,579,903.46 1,579,903.46	100.37 0.90%	1,585,864.96 772.44	0.47% 5,961.50	Aaa / NR AAA	4.21 1.82
Total ABS		20,313,418.54	1.98%	20,382,881.48 20,382,881.48	0.79%	20,623,989.48 18,965.88	6.16% 241,108.00	Aaa / AAA AAA	3.07 1.27
AGENCY									
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,200,000.00	12/16/2015 1.90%	1,177,320.00 1,177,320.00	100.65 0.20%	1,207,784.40 50.00	0.36% 30,464.40	Aaa / AA+ AAA	0.50 0.50
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	3,420,000.00	02/17/2016 1.46%	3,406,183.20 3,406,183.20	100.84 0.20%	3,448,642.50 13,454.38	1.03% 42,459.30	Aaa / AA+ AAA	0.72 0.71
3135G0J20	FNMA Note 1.375% Due 2/26/2021	4,050,000.00	Various 1.45%	4,034,893.60 4,034,893.60	100.86 0.20%	4,084,979.85 14,695.32	1.22% 50,086.25	Aaa / AA+ AAA	0.74 0.73
3135G0K69	FNMA Note 1.25% Due 5/6/2021	3,300,000.00	06/29/2016 1.18%	3,311,220.00 3,311,220.00	100.98 0.19%	3,332,359.80 2,864.58	0.99% 21,139.80	Aaa / AA+ AAA	0.93 0.93
313379RB7	FHLB Note 1.875% Due 6/11/2021	2,500,000.00	08/30/2017 1.67%	2,518,850.00 2,518,850.00	101.71 0.21%	2,542,790.00 22,135.42	0.77% 23,940.00	Aaa / AA+ AAA	1.03 1.01
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	2,900,000.00	10/04/2016 1.33%	2,873,204.00 2,873,204.00	101.06 0.18%	2,930,655.90 12,415.63	0.88% 57,451.90	Aaa / AA+ AAA	1.12 1.11
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	4,125,000.00	Various 1.30%	4,090,903.75 4,090,903.75	101.11 0.20%	4,170,651.38 14,050.78	1.25% 79,747.63	Aaa / AA+ AAA	1.20 1.19
3135G0N82	FNMA Note 1.25% Due 8/17/2021	4,100,000.00	Various 1.32%	4,086,725.40 4,086,725.40	101.30 0.17%	4,153,402.50 14,805.56	1.24% 66,677.10	Aaa / AA+ AAA	1.21 1.20
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	3,925,000.00	Various 1.66%	3,873,275.45 3,873,275.45	101.59 0.20%	3,987,356.48 8,095.31	1.19% 114,081.03	Aaa / AA+ AAA	1.35 1.34
3130AF5B9	FHLB Note 3% Due 10/12/2021	2,500,000.00	11/29/2018 2.91%	2,506,300.00 2,506,300.00	103.84 0.18%	2,596,105.00 10,208.33	0.78% 89,805.00	Aaa / AA+ NR	1.37 1.34
3135G0S38	FNMA Note 2% Due 1/5/2022	4,000,000.00	01/11/2017 2.02%	3,996,900.00 3,996,900.00	102.86 0.21%	4,114,204.00 32,444.44	1.24% 117,304.00	Aaa / AA+ AAA	1.60 1.56
3135G0T45	FNMA Note 1.875% Due 4/5/2022	4,650,000.00	06/19/2017 1.88%	4,649,297.85 4,649,297.85	103.11 0.18%	4,794,824.25 13,562.50	1.43% 145,526.40	Aaa / AA+ AAA	1.85 1.82

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AGENCY									
3135G0T94	FNMA Note 2.375% Due 1/19/2023	5,500,000.00	04/11/2018 2.71%	5,418,930.00 5,418,930.00	105.66 0.22%	5,811,470.50 47,895.83	1.75% 392,540.50	Aaa / AA+ AAA	2.64 2.55
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	5,790,000.00	05/05/2020 0.39%	5,787,568.20 5,787,568.20	100.16 0.32%	5,799,287.16 1,447.50	1.73% 11,718.96	Aaa / AA+ AAA	2.93 2.91
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	5,735,000.00	05/20/2020 0.35%	5,717,737.65 5,717,737.65	99.79 0.32%	5,723,099.88 358.44	1.71% 5,362.23	NR / AA+ AAA	2.98 2.96
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	4,550,000.00	Various 2.86%	4,527,967.50 4,527,967.50	107.63 0.24%	4,897,228.70 56,306.25	1.48% 369,261.20	Aaa / AA+ AAA	3.05 2.91
3130A0F70	FHLB Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019 2.73%	3,602,165.00 3,602,165.00	110.42 0.39%	3,864,805.00 56,765.63	1.17% 262,640.00	Aaa / AA+ AAA	3.52 3.30
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019 2.27%	1,045,410.00 1,045,410.00	110.47 0.45%	1,104,651.00 7,493.06	0.33% 59,241.00	Aaa / AA+ NR	3.77 3.56
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019 2.37%	4,000,280.00 4,000,280.00	107.11 0.47%	4,284,264.00 21,902.78	1.28% 283,984.00	Aaa / AA+ NR	3.77 3.61
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	109.13 0.58%	6,001,902.51 73,352.43	1.81% 261,902.11	Aaa / AA+ NR	4.04 3.79
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	110.06 0.50%	4,402,404.00 24,916.67	1.32% 195,644.00	Aaa / AA+ AAA	4.29 4.04
3135G0W66	FNMA Note 1.625% Due 10/15/2024	4,080,000.00	Various 1.27%	4,143,283.20 4,143,283.20	105.15 0.43%	4,290,254.64 8,471.67	1.28% 146,971.44	Aaa / AA+ AAA	4.38 4.23
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	105.28 0.46%	4,442,718.94 26,858.55	1.33% 159,840.74	Aaa / AA+ AAA	4.61 4.42
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	104.56 0.52%	6,875,017.25 29,313.54	2.06% 305,080.00	Aaa / NR AAA	4.71 4.53
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	100.49 0.52%	5,295,728.14 3,385.24	1.58% 36,584.34	NR / AA+ AAA	4.90 4.81
Total Agency		100,390,000.00	1.61%	100,827,134.45 100,827,134.45	0.33%	104,156,587.78 517,249.84	31.23% 3,329,453.33	Aaa / AA+ AAA	2.77 2.68
CMO									
3137BDDC7	FHLMC K716 A2 3.13% Due 6/25/2021	1,224,617.01	09/12/2017 1.92%	1,274,845.44 1,274,845.44	101.70 0.95%	1,245,477.09 638.84	0.37% (29,368.35)	Aaa / AA+ NR	1.07 0.87

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CMO									
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	2,105,906.38	Various 2.61%	2,127,604.16 2,127,604.16	102.26 1.52%	2,153,537.54 5,248.97	0.64% 25,933.38	NR / NR AAA	1.32 1.11
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	4,000,000.00	Various 2.22%	4,140,475.70 4,140,475.70	103.69 1.14%	4,147,752.00 10,300.00	1.24% 7,276.30	Aaa / NR NR	2.24 1.96
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	3,850,000.00	08/28/2018 3.03%	3,931,662.11 3,931,662.11	108.16 0.75%	4,164,294.75 11,328.63	1.25% 232,632.64	NR / NR AAA	3.15 2.90
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019 1.48%	3,458,875.00 3,458,875.00	106.69 0.75%	3,574,037.95 1,708.50	1.07% 115,162.95	Aaa / NR NR	3.15 2.88
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,750,000.00	Various 2.97%	3,837,910.16 3,837,910.16	108.68 0.76%	4,075,623.75 2,204.38	1.22% 237,713.59	Aaa / NR AAA	3.40 3.09
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,892,023.48	04/22/2019 2.72%	3,919,845.37 3,919,845.37	106.12 1.14%	4,130,320.32 9,421.94	1.23% 210,474.95	NR / AAA NR	3.90 3.46
Total CMO		22,172,546.87	2.48%	22,691,217.94	0.97%	23,491,043.40 40,851.26	7.02% 799,825.46	Aaa / AAA AAA	2.89 2.59
CORPORATE									
437076BQ4	Home Depot Note 1.8% Due 6/5/2020	1,140,000.00	05/24/2017 1.82%	1,139,338.80 1,139,338.80	100.01 0.63%	1,140,147.06 10,032.00	0.34% 808.26	A2 / A A	0.01 0.01
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	1,035,000.00	10/29/2015 2.02%	1,034,172.00 1,034,172.00	100.60 0.23%	1,041,184.13 1,610.00	0.31% 7,012.13	Aaa / AAA AA+	0.43 0.34
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	2,545,000.00	02/06/2017 2.17%	2,556,986.95 2,556,986.95	100.61 0.50%	2,560,437.97 4,552.72	0.77% 3,451.02	A3 / A A	0.43 0.34
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	2,700,000.00	Various 1.97%	2,730,414.55 2,730,414.55	101.22 0.59%	2,732,818.51 14,998.51	0.82% 2,403.96	Aa1 / AA NR	0.75 0.74
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	1,850,000.00	05/24/2017 2.12%	1,895,010.50 1,895,010.50	101.74 0.50%	1,882,171.50 12,518.33	0.57% (12,839.00)	A2 / A A	0.76 0.75
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	2,970,000.00	Various 3.25%	2,949,150.50 2,949,150.50	102.42 0.43%	3,041,992.80 4,950.00	0.91% 92,842.30	A2 / A NR	0.95 0.94
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	2,075,000.00	Various 2.04%	2,067,408.60 2,067,408.60	101.57 0.32%	2,107,658.43 1,348.75	0.63% 40,249.83	A1 / A AA-	0.97 0.96

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CORPORATE									
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	1,875,000.00	Various 1.57%	1,872,774.45 1,872,774.45	101.39 0.28%	1,901,096.25 9,122.39	0.57% 28,321.80	Aaa / AAA AA+	1.19 1.09
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	3,325,000.00	Various 2.44%	3,255,728.25 3,255,728.25	101.73 0.46%	3,382,539.13 13,336.94	1.01% 126,810.88	A3 / A+ A-	1.29 1.19
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	3,100,000.00	Various 3.18%	3,038,938.00 3,038,938.00	102.62 0.96%	3,181,282.00 31,344.44	0.96% 142,344.00	A1 / A+ A+	1.62 1.57
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	3,050,000.00	07/25/2017 2.45%	3,049,725.50 3,049,725.50	103.15 0.91%	3,146,081.10 25,531.04	0.95% 96,355.60	A2 / A A+	2.16 2.01
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	2,955,000.00	11/29/2017 2.58%	2,905,001.40 2,905,001.40	103.77 0.53%	3,066,255.75 14,988.42	0.92% 161,254.35	A2 / A NR	2.27 2.21
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	3,250,000.00	Various 3.11%	3,228,657.50 3,228,657.50	103.20 0.98%	3,354,029.25 36,489.56	1.01% 125,371.75	A2 / A- AA-	2.63 1.57
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	2,250,000.00	Various 2.32%	2,273,392.50 2,273,392.50	105.24 0.59%	2,367,814.50 20,868.75	0.71% 94,422.00	A2 / A A	2.65 2.47
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	1,500,000.00	Various 3.52%	1,454,530.00 1,454,530.00	106.07 0.58%	1,591,051.50 9,916.67	0.48% 136,521.50	A2 / A A	2.76 2.66
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	2,500,000.00	11/26/2018 3.51%	2,425,225.00 2,425,225.00	106.46 0.27%	2,661,622.50 14,513.89	0.80% 236,397.50	Aa2 / AA A+	2.79 2.54
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	2,215,000.00	11/28/2018 3.54%	2,112,644.85 2,112,644.85	105.84 0.39%	2,344,398.09 4,134.67	0.70% 231,753.24	Aa1 / AA+ NR	2.92 2.83
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	1,200,000.00	05/15/2019 2.97%	1,228,680.00 1,228,680.00	106.28 1.44%	1,275,336.00 720.00	0.38% 46,656.00	A2 / A- A+	2.98 2.84
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	3,000,000.00	Various 3.33%	2,982,300.00 2,982,300.00	107.49 0.51%	3,224,724.00 41,748.92	0.97% 242,424.00	Aa2 / AA NR	3.07 2.68
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	2,000,000.00	05/08/2019 2.67%	2,056,900.00 2,056,900.00	108.38 0.57%	2,167,552.00 29,277.78	0.66% 110,652.00	Aa2 / AA AA	3.07 2.83
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	930,000.00	07/11/2018 3.49%	928,391.10 928,391.10	105.78 1.55%	983,716.80 12,210.13	0.30% 55,325.70	A3 / A- NR	3.12 2.93

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CORPORATE									
89114QC48	Toronto Dominion Bank Note 3.5% Due 7/19/2023	1,910,000.00	07/27/2018 3.56%	1,904,461.00 1,904,461.00	109.19 0.54%	2,085,553.83 24,511.67	0.63% 181,092.83	Aa1 / AA- AA	3.13 2.96
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	2,300,000.00	08/06/2018 3.41%	2,299,057.00 2,299,057.00	106.96 1.17%	2,460,020.20 24,328.89	0.74% 160,963.20	A1 / A+ NR	3.19 3.01
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	3,254,000.00	05/16/2019 2.79%	3,339,580.20 3,339,580.20	109.48 0.46%	3,562,407.61 34,302.58	1.07% 222,827.41	A1 / A AA-	3.20 3.02
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	2,260,000.00	10/03/2018 3.64%	2,258,146.80 2,258,146.80	106.80 1.54%	2,413,763.62 11,606.04	0.72% 155,616.82	A3 / A- NR	3.36 3.16
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	3,250,000.00	Various 2.96%	3,273,420.00 3,273,420.00	106.18 1.26%	3,450,996.25 27,561.81	1.04% 177,576.25	A2 / A- A+	3.76 2.62
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,270,000.00	03/26/2019 2.97%	1,286,078.20 1,286,078.20	108.77 0.88%	1,381,354.87 9,172.22	0.41% 95,276.67	Aa3 / A AA-	3.78 3.56
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	2,750,000.00	Various 2.21%	2,887,177.50 2,887,177.50	106.99 1.53%	2,942,222.25 3,922.57	0.88% 55,044.75	A2 / A- A+	3.97 2.81
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85 713,419.85	104.07 1.16%	744,113.37 4,526.35	0.22% 30,693.52	A1 / A+ NR	4.21 4.00
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	104.98 1.09%	3,779,298.00 6,750.00	1.13% 181,170.00	A2 / A AA	4.42 4.20
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	105.39 0.91%	2,732,734.18 3,561.77	0.82% 108,249.97	A3 / A A	4.44 4.24
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	104.63 1.01%	4,336,888.63 30,684.51	1.30% 200,717.48	A1 / AA- AA-	4.65 4.33
Total Corporate		75,512,000.00	2.68%	75,505,494.36 75,505,494.36	0.77%	79,043,262.08 495,142.32	23.73% 3,537,767.72	A1 / A+ A+	2.64 2.37

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	23,373,322.35	Various 1.31%	23,373,322.35 23,373,322.35	1.00 1.31%	23,373,322.35 66,781.80	6.99% 0.00	NR / NR NR	0.00 0.00
Total LAIF		23,373,322.35	1.31%	23,373,322.35 23,373,322.35	1.31%	23,373,322.35 66,781.80	6.99% 0.00	NR / NR NR	0.00 0.00
MONEY MARKET FUND FI									
60934N807	Federated Investors Govt Oblig Fund Inst.	389,527.66	Various 0.01%	389,527.66 389,527.66	1.00 0.01%	389,527.66 0.00	0.12% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		389,527.66	0.01%	389,527.66 389,527.66	0.01%	389,527.66 0.00	0.12% 0.00	Aaa / AAA AAA	0.00 0.00
MUNICIPAL BONDS									
13063DRK6	California St Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	104.81 1.26%	3,547,750.80 13,540.00	1.06% 84,997.35	Aa2 / AA- AA	4.34 4.11
Total Municipal Bonds		3,385,000.00	1.91%	3,462,753.45 3,462,753.45	1.26%	3,547,750.80 13,540.00	1.06% 84,997.35	Aa2 / AA- AA	4.34 4.11
SUPRANATIONAL									
459058GA5	Intl. Bank Recon & Development Note 1.625% Due 9/4/2020	4,000,000.00	11/03/2017 1.87%	3,972,680.00 3,972,680.00	100.32 0.37%	4,012,976.00 15,708.33	1.20% 40,296.00	Aaa / AAA AAA	0.26 0.26
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	1,685,000.00	01/18/2018 2.35%	1,680,046.10 1,680,046.10	101.15 0.48%	1,704,293.25 13,269.38	0.51% 24,247.15	Aaa / AAA NR	0.65 0.64
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	4,000,000.00	11/03/2017 2.07%	4,008,600.00 4,008,600.00	102.93 0.32%	4,117,256.00 31,402.78	1.24% 108,656.00	Aaa / NR AAA	1.64 1.60

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SUPRANATIONAL									
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	3,600,000.00	Various 2.30%	3,512,573.00 3,512,573.00	103.15 0.36%	3,713,508.00 13,475.00	1.11% 200,935.00	Aaa / AAA AAA	2.29 2.24
Total Supranational		13,285,000.00	2.11%	13,173,899.10 13,173,899.10	0.37%	13,548,033.25 73,855.49	4.06% 374,134.15	Aaa / AAA AAA	1.29 1.26
US TREASURY									
912828T34	US Treasury Note 1.125% Due 9/30/2021	4,125,000.00	11/09/2016 1.48%	4,055,243.31 4,055,243.31	101.25 0.19%	4,176,401.63 7,861.17	1.25% 121,158.32	Aaa / AA+ AAA	1.33 1.32
912828J43	US Treasury Note 1.75% Due 2/28/2022	4,350,000.00	03/13/2017 2.14%	4,271,340.74 4,271,340.74	102.75 0.18%	4,469,455.35 19,238.11	1.34% 198,114.61	Aaa / AA+ AAA	1.75 1.72
912828XG0	US Treasury Note 2.125% Due 6/30/2022	4,000,000.00	08/15/2017 1.82%	4,056,732.15 4,056,732.15	104.07 0.17%	4,162,812.00 35,728.02	1.25% 106,079.85	Aaa / AA+ AAA	2.08 2.03
912828L24	US Treasury Note 1.875% Due 8/31/2022	4,500,000.00	10/17/2017 1.98%	4,478,906.25 4,478,906.25	103.84 0.16%	4,672,971.00 21,323.03	1.40% 194,064.75	Aaa / AA+ AAA	2.25 2.20
912828N30	US Treasury Note 2.125% Due 12/31/2022	4,800,000.00	01/25/2018 2.46%	4,725,375.00 4,725,375.00	105.00 0.18%	5,039,812.80 42,873.63	1.52% 314,437.80	Aaa / AA+ AAA	2.59 2.50
912828T91	US Treasury Note 1.625% Due 10/31/2023	5,000,000.00	05/29/2019 2.05%	4,909,960.94 4,909,960.94	104.81 0.21%	5,240,625.00 7,065.22	1.57% 330,664.06	Aaa / AA+ AAA	3.42 3.33
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97 4,588,417.97	107.23 0.22%	4,825,197.00 42,558.38	1.45% 236,779.03	Aaa / AA+ AAA	3.59 3.43
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88 5,121,796.88	109.28 0.24%	5,464,060.00 40,418.95	1.64% 342,263.12	Aaa / AA+ AAA	3.71 3.53
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25 4,833,281.25	106.84 0.24%	5,128,502.40 8,347.82	1.53% 295,221.15	Aaa / AA+ AAA	3.92 3.78
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	107.09 0.25%	5,247,400.20 41,192.30	1.58% 305,146.29	Aaa / AA+ AAA	4.08 3.91
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	108.82 0.27%	5,441,210.00 34,907.28	1.63% 300,975.62	Aaa / AA+ AAA	4.21 4.01
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	108.64 0.28%	4,345,624.00 7,826.09	1.30% 255,155.25	Aaa / AA+ AAA	4.42 4.22

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US TREASURY									
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	103.96 0.29%	7,276,990.00 19,901.49	2.18% 168,982.19	Aaa / AA+ AAA	4.75 4.62
Total US Treasury		61,975,000.00	1.80%	62,322,019.34	0.23%	65,491,061.38 329,241.49	19.63% 3,169,042.04	Aaa / AA+ AAA	3.35 3.23
				322,128,250.13		333,664,578.18	100.00%	Aa1 / AA	2.64
TOTAL PORTFOLIO		320,795,815.42	1.98%	322,128,250.13	0.57%	1,555,628.08	11,536,328.05	AAA	2.39
TOTAL MARKET VALUE PLUS ACCRUED						335,220,206.26			

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/01/2020	60934N807	42,075.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	42,075.00	0.00	42,075.00	0.00
Purchase	05/03/2020	60934N807	66,197.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	66,197.50	0.00	66,197.50	0.00
Purchase	05/04/2020	60934N807	9.49	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	9.49	0.00	9.49	0.00
Purchase	05/06/2020	60934N807	279,890.07	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	279,890.07	0.00	279,890.07	0.00
Purchase	05/06/2020	60934N807	20,625.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	20,625.00	0.00	20,625.00	0.00
Purchase	05/07/2020	3137EAER6	5,790,000.00	FHLMC Note 0.375% Due 5/5/2023	99.958	0.39%	5,787,568.20	0.00	5,787,568.20	0.00
Purchase	05/07/2020	60934N807	4,999,980.56	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,999,980.56	0.00	4,999,980.56	0.00
Purchase	05/08/2020	60934N807	27,874.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	27,874.75	0.00	27,874.75	0.00
Purchase	05/11/2020	60934N807	44,550.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	44,550.00	0.00	44,550.00	0.00
Purchase	05/15/2020	60934N807	3,490.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,490.08	0.00	3,490.08	0.00
Purchase	05/15/2020	60934N807	1,860.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,860.08	0.00	1,860.08	0.00
Purchase	05/15/2020	60934N807	3,011.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,011.17	0.00	3,011.17	0.00
Purchase	05/15/2020	60934N807	1,610.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,610.00	0.00	1,610.00	0.00
Purchase	05/15/2020	60934N807	1,448.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,448.33	0.00	1,448.33	0.00
Purchase	05/15/2020	60934N807	6,062.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,062.50	0.00	6,062.50	0.00
Purchase	05/15/2020	60934N807	104,978.37	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	104,978.37	0.00	104,978.37	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/15/2020	60934N807	27,560.16	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	27,560.16	0.00	27,560.16	0.00
Purchase	05/15/2020	60934N807	53,914.93	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	53,914.93	0.00	53,914.93	0.00
Purchase	05/15/2020	60934N807	239,294.72	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	239,294.72	0.00	239,294.72	0.00
Purchase	05/15/2020	60934N807	39,717.07	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	39,717.07	0.00	39,717.07	0.00
Purchase	05/15/2020	60934N807	192,375.72	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	192,375.72	0.00	192,375.72	0.00
Purchase	05/17/2020	60934N807	4,687.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,687.50	0.00	4,687.50	0.00
Purchase	05/18/2020	60934N807	54,312.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	54,312.50	0.00	54,312.50	0.00
Purchase	05/19/2020	60934N807	20,231.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	20,231.25	0.00	20,231.25	0.00
Purchase	05/20/2020	60934N807	2,400,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,400,000.00	0.00	2,400,000.00	0.00
Purchase	05/20/2020	60934N807	27,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	27,000.00	0.00	27,000.00	0.00
Purchase	05/20/2020	60934N807	2,247.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,247.17	0.00	2,247.17	0.00
Purchase	05/21/2020	60934N807	3,445,572.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,445,572.67	0.00	3,445,572.67	0.00
Purchase	05/21/2020	60934N807	122,656.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	122,656.00	0.00	122,656.00	0.00
Purchase	05/22/2020	3135G04Q3	5,735,000.00	FNMA Note 0.25% Due 5/22/2023	99.699	0.35%	5,717,737.65	0.00	5,717,737.65	0.00
Purchase	05/25/2020	60934N807	21,600.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	21,600.00	0.00	21,600.00	0.00
Purchase	05/26/2020	60934N807	11,021.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,021.88	0.00	11,021.88	0.00

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ACQUISITIONS										
Purchase	05/26/2020	60934N807	11,328.63	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,328.63	0.00	11,328.63	0.00
Purchase	05/26/2020	60934N807	8,542.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	8,542.50	0.00	8,542.50	0.00
Purchase	05/26/2020	60934N807	10,300.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	10,300.00	0.00	10,300.00	0.00
Purchase	05/26/2020	60934N807	5,339.04	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,339.04	0.00	5,339.04	0.00
Purchase	05/26/2020	60934N807	8,362.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	8,362.67	0.00	8,362.67	0.00
Purchase	05/26/2020	60934N807	121,845.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	121,845.75	0.00	121,845.75	0.00
Purchase	05/27/2020	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	99.992	0.83%	979,922.87	0.00	979,922.87	0.00
Purchase	05/30/2020	60934N807	9,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	9,000.00	0.00	9,000.00	0.00
Subtotal			24,945,573.06				24,925,801.78	0.00	24,925,801.78	0.00
Security Contribution	05/04/2020	90LAIF\$00	500,000.00	Local Agency Investment Fund State Pool	1.000		500,000.00	0.00	500,000.00	0.00
Security Contribution	05/06/2020	90LAIF\$00	850,000.00	Local Agency Investment Fund State Pool	1.000		850,000.00	0.00	850,000.00	0.00
Security Contribution	05/08/2020	90LAIF\$00	400,000.00	Local Agency Investment Fund State Pool	1.000		400,000.00	0.00	400,000.00	0.00
Security Contribution	05/11/2020	90LAIF\$00	500,000.00	Local Agency Investment Fund State Pool	1.000		500,000.00	0.00	500,000.00	0.00
Security Contribution	05/12/2020	90LAIF\$00	400,000.00	Local Agency Investment Fund State Pool	1.000		400,000.00	0.00	400,000.00	0.00
Security Contribution	05/18/2020	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Contribution	05/19/2020	90LAIF\$00	650,000.00	Local Agency Investment Fund State Pool	1.000		650,000.00	0.00	650,000.00	0.00

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ACQUISITIONS										
Security Contribution	05/20/2020	90LAIF\$00	500,000.00	Local Agency Investment Fund State Pool	1.000		500,000.00	0.00	500,000.00	0.00
Security Contribution	05/26/2020	90LAIF\$00	750,000.00	Local Agency Investment Fund State Pool	1.000		750,000.00	0.00	750,000.00	0.00
Security Contribution	05/27/2020	90LAIF\$00	3,400,000.00	Local Agency Investment Fund State Pool	1.000		3,400,000.00	0.00	3,400,000.00	0.00
Security Contribution	05/29/2020	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Subtotal			9,950,000.00				9,950,000.00	0.00	9,950,000.00	0.00
Short Sale	05/07/2020	60934N807	-5,787,568.20	Federated Investors Govt Oblig Fund Inst.	1.000		-5,787,568.20	0.00	-5,787,568.20	0.00
Short Sale	05/27/2020	60934N807	-979,922.87	Federated Investors Govt Oblig Fund Inst.	1.000		-979,922.87	0.00	-979,922.87	0.00
Subtotal			-6,767,491.07				-6,767,491.07	0.00	-6,767,491.07	0.00
TOTAL ACQUISITIONS			28,128,081.99				28,108,310.71	0.00	28,108,310.71	0.00
DISPOSITIONS										
Closing Purchase	05/07/2020	60934N807	-5,787,568.20	Federated Investors Govt Oblig Fund Inst.	1.000		-5,787,568.20	0.00	-5,787,568.20	0.00
Closing Purchase	05/27/2020	60934N807	-979,922.87	Federated Investors Govt Oblig Fund Inst.	1.000		-979,922.87	0.00	-979,922.87	0.00
Subtotal			-6,767,491.07				-6,767,491.07	0.00	-6,767,491.07	0.00
Sale	05/06/2020	3137EAEK1	275,000.00	FHLMC Note 1.875% Due 11/17/2020	100.898	0.18%	277,469.50	2,420.57	279,890.07	3,182.07
Sale	05/07/2020	60934N807	5,787,568.20	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,787,568.20	0.00	5,787,568.20	0.00
Sale	05/07/2020	62479LE84	5,000,000.00	MUFG Bank Ltd Discount CP 1.55% Due 5/8/2020	100.000	0.14%	4,999,980.56	0.00	4,999,980.56	15,050.00
Sale	05/21/2020	3135G0F73	2,900,000.00	FNMA Note 1.5% Due 11/30/2020	100.709	0.15%	2,920,561.00	20,662.50	2,941,223.50	75,371.00

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DISPOSITIONS										
Sale	05/21/2020	3137EAEK1	500,000.00	FHLMC Note 1.875% Due 11/17/2020	100.849	0.14%	504,245.00	104.17	504,349.17	5,540.59
Sale	05/22/2020	60934N807	5,717,737.65	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,717,737.65	0.00	5,717,737.65	0.00
Sale	05/27/2020	60934N807	979,922.87	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	979,922.87	0.00	979,922.87	0.00
Subtotal			21,160,228.72				21,187,484.78	23,187.24	21,210,672.02	99,143.66
Paydown	05/15/2020	43811BAC8	103,989.72	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	100.000		103,989.72	988.65	104,978.37	1,616.72
Paydown	05/15/2020	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	3,011.17	3,011.17	0.00
Paydown	05/15/2020	477870AC3	0.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		0.00	1,860.08	1,860.08	0.00
Paydown	05/15/2020	47788BAD6	27,415.11	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		27,415.11	145.05	27,560.16	2.01
Paydown	05/15/2020	47788CAC6	52,961.20	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	100.000		52,961.20	953.73	53,914.93	3.81
Paydown	05/15/2020	47788EAC2	233,709.90	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	100.000		233,709.90	5,584.82	239,294.72	17.72
Paydown	05/15/2020	47789JAD8	0.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		0.00	6,062.50	6,062.50	0.00
Paydown	05/15/2020	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	1,448.33	1,448.33	0.00
Paydown	05/15/2020	58770FAC6	0.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	100.000		0.00	1,610.00	1,610.00	0.00
Paydown	05/15/2020	654747AD6	39,457.20	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	100.000		39,457.20	259.87	39,717.07	251.23

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	05/15/2020	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	3,490.08	3,490.08	0.00
Paydown	05/15/2020	89238TAD5	185,196.81	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	100.000		185,196.81	7,178.91	192,375.72	-1,960.48
Paydown	05/20/2020	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	2,247.17	2,247.17	0.00
Paydown	05/21/2020	43815HAC1	118,067.13	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		118,067.13	4,588.87	122,656.00	16.20
Paydown	05/26/2020	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	8,542.50	8,542.50	0.00
Paydown	05/26/2020	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	100.000		0.00	11,328.63	11,328.63	0.00
Paydown	05/26/2020	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	11,021.88	11,021.88	0.00
Paydown	05/26/2020	3137BDDC7	2,139.25	FHLMC K716 A2 3.13% Due 6/25/2021	100.000		2,139.25	3,199.79	5,339.04	-87.74
Paydown	05/26/2020	3137BFDQ1	3,105.96	FHLMC K717 A2 2.991% Due 9/25/2021	100.000		3,105.96	5,256.71	8,362.67	-32.00
Paydown	05/26/2020	3137BM6P6	0.00	FHLMC K721 A2Due 8/25/2022	100.000		0.00	10,300.00	10,300.00	0.00
Paydown	05/26/2020	3137BYPQ7	107,976.52	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		107,976.52	13,869.23	121,845.75	-771.86
Subtotal			874,018.80				874,018.80	102,947.97	976,966.77	-944.39
Maturity	05/20/2020	747525AD5	2,400,000.00	Qualcomm Inc Note 2.25% Due 5/20/2020	100.000		2,400,000.00	0.00	2,400,000.00	26,580.00
Subtotal			2,400,000.00				2,400,000.00	0.00	2,400,000.00	26,580.00
Security Withdrawal	05/01/2020	90LAIF\$00	2,100,000.00	Local Agency Investment Fund State Pool	1.000		2,100,000.00	0.00	2,100,000.00	0.00
Security Withdrawal	05/07/2020	90LAIF\$00	950,000.00	Local Agency Investment Fund State Pool	1.000		950,000.00	0.00	950,000.00	0.00
Security Withdrawal	05/14/2020	90LAIF\$00	3,200,000.00	Local Agency Investment Fund State Pool	1.000		3,200,000.00	0.00	3,200,000.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	05/15/2020	90LAIF\$00	1,200,000.00	Local Agency Investment Fund State Pool	1.000		1,200,000.00	0.00	1,200,000.00	0.00
Security Withdrawal	05/21/2020	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Withdrawal	05/22/2020	90LAIF\$00	1,700,000.00	Local Agency Investment Fund State Pool	1.000		1,700,000.00	0.00	1,700,000.00	0.00
Security Withdrawal	05/28/2020	90LAIF\$00	4,100,000.00	Local Agency Investment Fund State Pool	1.000		4,100,000.00	0.00	4,100,000.00	0.00
Subtotal			14,250,000.00				14,250,000.00	0.00	14,250,000.00	0.00
TOTAL DISPOSITIONS			31,916,756.45				31,944,012.51	126,135.21	32,070,147.72	124,779.27

OTHER TRANSACTIONS										
Interest	05/01/2020	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.000		42,075.00	0.00	42,075.00	0.00
Interest	05/03/2020	00440EAT4	2,545,000.00	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	0.000		29,267.50	0.00	29,267.50	0.00
Interest	05/03/2020	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.000		26,580.00	0.00	26,580.00	0.00
Interest	05/03/2020	594918BG8	1,035,000.00	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	0.000		10,350.00	0.00	10,350.00	0.00
Interest	05/06/2020	3135G0K69	3,300,000.00	FNMA Note 1.25% Due 5/6/2021	0.000		20,625.00	0.00	20,625.00	0.00
Interest	05/08/2020	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.000		27,874.75	0.00	27,874.75	0.00
Interest	05/11/2020	369550BE7	2,970,000.00	General Dynamics Corp Note 3% Due 5/11/2021	0.000		44,550.00	0.00	44,550.00	0.00
Interest	05/17/2020	3137EAEK1	500,000.00	FHLMC Note 1.875% Due 11/17/2020	0.000		4,687.50	0.00	4,687.50	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	05/18/2020	404280BS7	2,750,000.00	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	0.000		54,312.50	0.00	54,312.50	0.00
Interest	05/19/2020	857477AV5	2,075,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.000		20,231.25	0.00	20,231.25	0.00
Interest	05/20/2020	747525AD5	2,400,000.00	Qualcomm Inc Note 2.25% Due 5/20/2020	0.000		27,000.00	0.00	27,000.00	0.00
Interest	05/25/2020	404280BA6	1,200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.000		21,600.00	0.00	21,600.00	0.00
Interest	05/30/2020	3135G0F73	1,200,000.00	FNMA Note 1.5% Due 11/30/2020	0.000		9,000.00	0.00	9,000.00	0.00
Subtotal			28,383,000.00				338,153.50	0.00	338,153.50	0.00
Dividend	05/04/2020	60934N807	476,258.32	Federated Investors Govt Oblig Fund Inst.	0.000		9.49	0.00	9.49	0.00
Subtotal			476,258.32				9.49	0.00	9.49	0.00
TOTAL OTHER TRANSACTIONS			28,859,258.32				338,162.99	0.00	338,162.99	0.00

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/03/2020	02/06/2017 02/09/2017 2,545,000.00	2,556,986.95 0.00 0.00 2,556,986.95	28,942.31 29,267.50 4,552.72 4,877.91	0.00 0.00 0.00 4,877.91	4,877.91
02665WCJ8	American Honda Finance Note 3.45% Due 07/14/2023	07/11/2018 07/16/2018 930,000.00	928,391.10 0.00 0.00 928,391.10	9,536.38 0.00 12,210.13 2,673.75	0.00 0.00 0.00 2,673.75	2,673.75
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	10/03/2018 10/10/2018 2,260,000.00	2,258,146.80 0.00 0.00 2,258,146.80	4,778.96 0.00 11,606.04 6,827.08	0.00 0.00 0.00 6,827.08	6,827.08
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	11/28/2018 11/30/2018 2,215,000.00	2,112,644.85 0.00 0.00 2,112,644.85	26,284.67 26,580.00 4,134.67 4,430.00	0.00 0.00 0.00 4,430.00	4,430.00
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 03/05/2024	Various Various 3,250,000.00	3,273,420.00 0.00 0.00 3,273,420.00	17,947.23 0.00 27,561.81 9,614.58	0.00 0.00 0.00 9,614.58	9,614.58
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 08/11/2023	05/16/2019 05/20/2019 3,254,000.00	3,339,580.20 0.00 0.00 3,339,580.20	24,947.33 0.00 34,302.58 9,355.25	0.00 0.00 0.00 9,355.25	9,355.25
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 03/15/2023	11/26/2018 11/28/2018 2,500,000.00	2,425,225.00 0.00 0.00 2,425,225.00	8,784.72 0.00 14,513.89 5,729.17	0.00 0.00 0.00 5,729.17	5,729.17
13063DRK6	California St Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 3,385,000.00	3,462,753.45 0.00 0.00 3,462,753.45	6,770.00 0.00 13,540.00 6,770.00	0.00 0.00 0.00 6,770.00	6,770.00
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	Various Various 2,593,000.00	2,624,484.21 0.00 0.00 2,624,484.21	26,790.74 27,874.75 3,561.77 4,645.78	0.00 0.00 0.00 4,645.78	4,645.78

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 06/24/2023	Various Various 3,000,000.00	2,982,300.00 0.00 0.00 2,982,300.00	33,771.42 0.00 41,748.92 7,977.50	0.00 0.00 0.00 7,977.50	7,977.50
24422ESL4	John Deere Capital Corp Note 2.8% Due 03/04/2021	05/24/2017 05/30/2017 1,850,000.00	1,895,010.50 0.00 0.00 1,895,010.50	8,201.67 0.00 12,518.33 4,316.66	0.00 0.00 0.00 4,316.66	4,316.66
24422ETG4	John Deere Capital Corp Note 2.8% Due 03/06/2023	Various Various 1,500,000.00	1,454,530.00 0.00 0.00 1,454,530.00	6,416.67 0.00 9,916.67 3,500.00	0.00 0.00 0.00 3,500.00	3,500.00
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 03/01/2021	Various Various 2,700,000.00	2,730,414.55 0.00 0.00 2,730,414.55	9,999.00 0.00 14,998.51 4,999.51	0.00 0.00 0.00 4,999.51	4,999.51
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/16/2019 01/17/2019 3,500,000.00	3,602,165.00 0.00 0.00 3,602,165.00	46,921.88 0.00 56,765.63 9,843.75	0.00 0.00 0.00 9,843.75	9,843.75
3130A0XE5	FHLB Note 3.25% Due 03/08/2024	03/28/2019 03/29/2019 1,000,000.00	1,045,410.00 0.00 0.00 1,045,410.00	4,784.72 0.00 7,493.06 2,708.34	0.00 0.00 0.00 2,708.34	2,708.34
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 5,500,000.00	5,740,000.40 0.00 0.00 5,740,000.40	60,175.35 0.00 73,352.43 13,177.08	0.00 0.00 0.00 13,177.08	13,177.08
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 4,000,000.00	4,206,760.00 0.00 0.00 4,206,760.00	15,333.33 0.00 24,916.67 9,583.34	0.00 0.00 0.00 9,583.34	9,583.34
3130A7CV5	FHLB Note 1.375% Due 02/18/2021	02/17/2016 02/18/2016 3,420,000.00	3,406,183.20 0.00 0.00 3,406,183.20	9,535.63 0.00 13,454.38 3,918.75	0.00 0.00 0.00 3,918.75	3,918.75

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3130A8QS5	FHLB Note 1.125% Due 07/14/2021	10/04/2016 10/06/2016 2,900,000.00	2,873,204.00 0.00 0.00 2,873,204.00	9,696.88 0.00 12,415.63 2,718.75	0.00 0.00 0.00 2,718.75	2,718.75
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/29/2019 04/30/2019 4,000,000.00	4,000,280.00 0.00 0.00 4,000,280.00	13,986.11 0.00 21,902.78 7,916.67	0.00 0.00 0.00 7,916.67	7,916.67
3130AF5B9	FHLB Note 3% Due 10/12/2021	11/29/2018 11/30/2018 2,500,000.00	2,506,300.00 0.00 0.00 2,506,300.00	3,958.33 0.00 10,208.33 6,250.00	0.00 0.00 0.00 6,250.00	6,250.00
313379RB7	FHLB Note 1.875% Due 06/11/2021	08/30/2017 08/31/2017 2,500,000.00	2,518,850.00 0.00 0.00 2,518,850.00	18,229.17 0.00 22,135.42 3,906.25	0.00 0.00 0.00 3,906.25	3,906.25
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 5,270,000.00	5,259,143.80 0.00 0.00 5,259,143.80	640.45 0.00 3,385.24 2,744.79	0.00 0.00 0.00 2,744.79	2,744.79
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 5,735,000.00	0.00 5,717,737.65 0.00 5,717,737.65	0.00 0.00 358.44 358.44	0.00 0.00 0.00 358.44	358.44
3135G0F73	FNMA Note 1.5% Due 11/30/2020	12/16/2015 12/17/2015 1,200,000.00	4,022,510.00 0.00 2,845,190.00 1,177,320.00	25,795.83 29,662.50 50.00 3,916.67	0.00 0.00 0.00 3,916.67	3,916.67
3135G0J20	FNMA Note 1.375% Due 02/26/2021	Various Various 4,050,000.00	4,034,893.60 0.00 0.00 4,034,893.60	10,054.69 0.00 14,695.32 4,640.63	0.00 0.00 0.00 4,640.63	4,640.63
3135G0K69	FNMA Note 1.25% Due 05/06/2021	06/29/2016 06/30/2016 3,300,000.00	3,311,220.00 0.00 0.00 3,311,220.00	20,052.08 20,625.00 2,864.58 3,437.50	0.00 0.00 0.00 3,437.50	3,437.50

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3135G0N82	FNMA Note 1.25% Due 08/17/2021	Various Various 4,100,000.00	4,086,725.40 0.00 0.00 4,086,725.40	10,534.72 0.00 14,805.56 4,270.84	0.00 0.00 0.00 4,270.84	4,270.84
3135G0Q89	FNMA Note 1.375% Due 10/07/2021	Various Various 3,925,000.00	3,873,275.45 0.00 0.00 3,873,275.45	3,597.92 0.00 8,095.31 4,497.39	0.00 0.00 0.00 4,497.39	4,497.39
3135G0S38	FNMA Note 2% Due 01/05/2022	01/11/2017 01/12/2017 4,000,000.00	3,996,900.00 0.00 0.00 3,996,900.00	25,777.78 0.00 32,444.44 6,666.66	0.00 0.00 0.00 6,666.66	6,666.66
3135G0T45	FNMA Note 1.875% Due 04/05/2022	06/19/2017 06/20/2017 4,650,000.00	4,649,297.85 0.00 0.00 4,649,297.85	6,296.88 0.00 13,562.50 7,265.62	0.00 0.00 0.00 7,265.62	7,265.62
3135G0T94	FNMA Note 2.375% Due 01/19/2023	04/11/2018 04/12/2018 5,500,000.00	5,418,930.00 0.00 0.00 5,418,930.00	37,010.42 0.00 47,895.83 10,885.41	0.00 0.00 0.00 10,885.41	10,885.41
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 4,080,000.00	4,143,283.20 0.00 0.00 4,143,283.20	2,946.66 0.00 8,471.67 5,525.01	0.00 0.00 0.00 5,525.01	5,525.01
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 4,220,000.00	4,282,878.20 0.00 0.00 4,282,878.20	21,143.96 0.00 26,858.55 5,714.59	0.00 0.00 0.00 5,714.59	5,714.59
3137B4WB8	FHLMC K033 A2 3.06% Due 07/25/2023	07/23/2019 07/26/2019 3,350,000.00	3,458,875.00 0.00 0.00 3,458,875.00	1,708.50 8,542.50 1,708.50 8,542.50	0.00 0.00 0.00 8,542.50	8,542.50
3137B5JM6	FHLMC K034 A2 3.531% Due 07/25/2023	08/28/2018 08/31/2018 3,850,000.00	3,931,662.11 0.00 0.00 3,931,662.11	11,328.63 11,328.63 11,328.63 11,328.63	0.00 0.00 0.00 11,328.63	11,328.63

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3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	Various Various 3,750,000.00	3,837,910.16 0.00 0.00 3,837,910.16	2,204.38 11,021.88 2,204.38 11,021.88	0.00 0.00 0.00 11,021.88	11,021.88
3137BDDC7	FHLMC K716 A2 3.13% Due 06/25/2021	09/12/2017 09/14/2017 1,224,617.01	1,277,072.43 0.00 2,226.99 1,274,845.44	639.96 3,199.79 638.84 3,198.67	0.00 0.00 0.00 3,198.67	3,198.67
3137BFDQ1	FHLMC K717 A2 2.991% Due 09/25/2021	Various Various 2,105,906.38	2,130,742.12 0.00 3,137.96 2,127,604.16	5,256.72 5,256.71 5,248.97 5,248.96	0.00 0.00 0.00 5,248.96	5,248.96
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	Various Various 4,000,000.00	4,140,475.70 0.00 0.00 4,140,475.70	10,300.00 10,300.00 10,300.00 10,300.00	0.00 0.00 0.00 10,300.00	10,300.00
3137BYPQ7	FHLMC K726 A2 2.905% Due 04/25/2024	04/22/2019 04/25/2019 3,892,023.48	4,028,593.75 0.00 108,748.38 3,919,845.37	9,683.33 13,869.23 9,421.94 13,607.84	0.00 0.00 0.00 13,607.84	13,607.84
3137EAEC9	FHLMC Note 1.125% Due 08/12/2021	Various Various 4,125,000.00	4,090,903.75 0.00 0.00 4,090,903.75	10,183.59 0.00 14,050.78 3,867.19	0.00 0.00 0.00 3,867.19	3,867.19
3137EAEK1	FHLMC Note Due 11/17/2020	11/21/2017 11/22/2017 0.00	772,991.84 0.00 772,991.84 0.00	6,619.79 7,212.24 0.00 592.45	0.00 0.00 0.00 592.45	592.45
3137EAEN5	FHLMC Note 2.75% Due 06/19/2023	Various Various 4,550,000.00	4,527,967.50 0.00 0.00 4,527,967.50	45,879.16 0.00 56,306.25 10,427.09	0.00 0.00 0.00 10,427.09	10,427.09
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 6,575,000.00	6,569,937.25 0.00 0.00 6,569,937.25	21,094.79 0.00 29,313.54 8,218.75	0.00 0.00 0.00 8,218.75	8,218.75

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3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 5,790,000.00	0.00 5,787,568.20 0.00 5,787,568.20	0.00 0.00 1,447.50 1,447.50	0.00 0.00 0.00 1,447.50	1,447.50
369550BE7	General Dynamics Corp Note 3% Due 05/11/2021	Various Various 2,970,000.00	2,949,150.50 0.00 0.00 2,949,150.50	42,075.00 44,550.00 4,950.00 7,425.00	0.00 0.00 0.00 7,425.00	7,425.00
404280BA6	HSBC Holdings PLC Note 3.6% Due 05/25/2023	05/15/2019 05/17/2019 1,200,000.00	1,228,680.00 0.00 0.00 1,228,680.00	18,720.00 21,600.00 720.00 3,600.00	0.00 0.00 0.00 3,600.00	3,600.00
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 05/18/2024	Various Various 2,750,000.00	2,887,177.50 0.00 0.00 2,887,177.50	49,182.98 54,312.50 3,922.57 9,052.09	0.00 0.00 0.00 9,052.09	9,052.09
437076BQ4	Home Depot Note 1.8% Due 06/05/2020	05/24/2017 06/05/2017 1,140,000.00	1,139,338.80 0.00 0.00 1,139,338.80	8,322.00 0.00 10,032.00 1,710.00	0.00 0.00 0.00 1,710.00	1,710.00
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 08/16/2021	04/27/2018 04/30/2018 602,186.93	695,197.81 0.00 102,373.00 592,824.81	527.28 988.65 449.63 911.00	0.00 0.00 0.00 911.00	911.00
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 980,000.00	0.00 979,922.87 0.00 979,922.87	0.00 0.00 89.29 89.29	0.00 0.00 0.00 89.29	89.29
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 08/22/2022	08/21/2018 08/28/2018 1,748,592.44	1,866,403.46 0.00 118,050.93 1,748,352.53	1,529.62 4,588.87 1,432.87 4,492.12	0.00 0.00 0.00 4,492.12	4,492.12
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 2,030,000.00	2,029,983.15 0.00 0.00 2,029,983.15	1,605.96 3,011.17 1,605.96 3,011.17	0.00 0.00 0.00 3,011.17	3,011.17

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44932HAC7	IBM Credit Corp Note 2.2% Due 09/08/2022	11/29/2017 12/01/2017 2,955,000.00	2,905,001.40 0.00 0.00 2,905,001.40	9,570.92 0.00 14,988.42 5,417.50	0.00 0.00 0.00 5,417.50	5,417.50
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 01/18/2022	11/03/2017 11/07/2017 4,000,000.00	4,008,600.00 0.00 0.00 4,008,600.00	24,319.44 0.00 31,402.78 7,083.34	0.00 0.00 0.00 7,083.34	7,083.34
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 09/14/2022	Various Various 3,600,000.00	3,512,573.00 0.00 0.00 3,512,573.00	8,225.00 0.00 13,475.00 5,250.00	0.00 0.00 0.00 5,250.00	5,250.00
459058GA5	Intl. Bank Recon & Development Note 1.625% Due 09/04/2020	11/03/2017 11/07/2017 4,000,000.00	3,972,680.00 0.00 0.00 3,972,680.00	10,291.67 0.00 15,708.33 5,416.66	0.00 0.00 0.00 5,416.66	5,416.66
45950KCM0	International Finance Corp Note 2.25% Due 01/25/2021	01/18/2018 01/25/2018 1,685,000.00	1,680,046.10 0.00 0.00 1,680,046.10	10,110.00 0.00 13,269.38 3,159.38	0.00 0.00 0.00 3,159.38	3,159.38
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 1,010,000.00	1,009,785.58 0.00 0.00 1,009,785.58	992.04 1,860.08 992.04 1,860.08	0.00 0.00 0.00 1,860.08	1,860.08
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	07/11/2017 07/18/2017 68,219.56	95,627.66 0.00 27,413.10 68,214.56	77.36 145.05 55.18 122.87	0.00 0.00 0.00 122.87	122.87
47788CAC6	John Deere Owner Trust 2018-A A3 2.66% Due 04/18/2022	02/21/2018 02/28/2018 377,291.17	430,221.45 0.00 52,957.39 377,264.06	508.65 953.73 446.04 891.12	0.00 0.00 0.00 891.12	891.12
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	07/18/2018 07/25/2018 1,942,195.56	2,175,740.52 0.00 233,692.18 1,942,048.34	2,978.57 5,584.82 2,658.65 5,264.90	0.00 0.00 0.00 5,264.90	5,264.90

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47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	08/27/2019 08/29/2019 2,500,000.00	2,552,050.78 0.00 0.00 2,552,050.78	3,233.33 6,062.50 3,233.33 6,062.50	0.00 0.00 0.00 6,062.50	6,062.50
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	03/04/2020 03/11/2020 1,580,000.00	1,579,903.46 0.00 0.00 1,579,903.46	772.44 1,448.33 772.44 1,448.33	0.00 0.00 0.00 1,448.33	1,448.33
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 01/15/2023	Various Various 3,250,000.00	3,228,657.50 0.00 0.00 3,228,657.50	28,440.39 0.00 36,489.56 8,049.17	0.00 0.00 0.00 8,049.17	8,049.17
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	01/21/2020 01/29/2020 1,050,000.00	1,049,861.61 0.00 0.00 1,049,861.61	858.67 1,610.00 858.67 1,610.00	0.00 0.00 0.00 1,610.00	1,610.00
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/03/2020	10/29/2015 11/03/2015 1,035,000.00	1,034,172.00 0.00 0.00 1,034,172.00	10,235.00 10,350.00 1,610.00 1,725.00	0.00 0.00 0.00 1,725.00	1,725.00
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 08/08/2021	Various 08/08/2016 1,875,000.00	1,872,774.45 0.00 0.00 1,872,774.45	6,700.52 0.00 9,122.39 2,421.87	0.00 0.00 0.00 2,421.87	2,421.87
654747AD6	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 08/16/2021	12/27/2017 12/29/2017 139,761.67	178,077.75 0.00 39,205.97 138,871.78	129.93 259.87 101.33 231.27	0.00 0.00 0.00 231.27	231.27
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 2,170,000.00	2,169,885.42 0.00 0.00 2,169,885.42	1,861.38 3,490.08 1,861.38 3,490.08	0.00 0.00 0.00 3,490.08	3,490.08
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 09/15/2021	Various Various 3,325,000.00	3,255,728.25 0.00 0.00 3,255,728.25	8,072.36 0.00 13,336.94 5,264.58	0.00 0.00 0.00 5,264.58	5,264.58

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69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 07/28/2022	07/25/2017 07/28/2017 3,050,000.00	3,049,725.50 0.00 0.00 3,049,725.50	19,303.96 0.00 25,531.04 6,227.08	0.00 0.00 0.00 6,227.08	6,227.08
69371RP59	Paccar Financial Corp Note 3.4% Due 08/09/2023	08/06/2018 08/09/2018 2,300,000.00	2,299,057.00 0.00 0.00 2,299,057.00	17,812.22 0.00 24,328.89 6,516.67	0.00 0.00 0.00 6,516.67	6,516.67
69371RQ25	Paccar Financial Corp Note 2.15% Due 08/15/2024	08/08/2019 08/15/2019 715,000.00	713,419.85 0.00 0.00 713,419.85	3,245.31 0.00 4,526.35 1,281.04	0.00 0.00 0.00 1,281.04	1,281.04
747525AD5	Qualcomm Inc Note Due 05/20/2020	06/11/2015 06/16/2015 0.00	2,373,420.00 0.00 2,373,420.00 0.00	24,150.00 27,000.00 0.00 2,850.00	0.00 0.00 0.00 2,850.00	2,850.00
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	12/05/2019 12/09/2019 3,600,000.00	3,598,128.00 0.00 0.00 3,598,128.00	42,075.00 42,075.00 6,750.00 6,750.00	0.00 0.00 0.00 6,750.00	6,750.00
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 01/25/2023	Various Various 2,250,000.00	2,273,392.50 0.00 0.00 2,273,392.50	15,900.00 0.00 20,868.75 4,968.75	0.00 0.00 0.00 4,968.75	4,968.75
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	Various Various 2,075,000.00	2,067,408.60 0.00 0.00 2,067,408.60	18,208.13 20,231.25 1,348.75 3,371.87	0.00 0.00 0.00 3,371.87	3,371.87
89114QC48	Toronto Dominion Bank Note 3.5% Due 07/19/2023	07/27/2018 07/31/2018 1,910,000.00	1,904,461.00 0.00 0.00 1,904,461.00	18,940.83 0.00 24,511.67 5,570.84	0.00 0.00 0.00 5,570.84	5,570.84
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	03/26/2019 03/28/2019 1,270,000.00	1,286,078.20 0.00 0.00 1,286,078.20	5,732.64 0.00 9,172.22 3,439.58	0.00 0.00 0.00 3,439.58	3,439.58

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89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 01/11/2022	Various Various 3,100,000.00	3,038,938.00 0.00 0.00 3,038,938.00	24,627.78 0.00 31,344.44 6,716.66	0.00 0.00 0.00 6,716.66	6,716.66
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 09/15/2022	07/25/2019 07/29/2019 2,725,171.21	2,941,176.99 0.00 187,157.29 2,754,019.70	3,828.75 7,178.91 3,585.11 6,935.27	0.00 0.00 0.00 6,935.27	6,935.27
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 4,145,000.00	4,136,171.15 0.00 0.00 4,136,171.15	23,603.47 0.00 30,684.51 7,081.04	0.00 0.00 0.00 7,081.04	7,081.04
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 4,000,000.00	4,090,468.75 0.00 0.00 4,090,468.75	244.57 0.00 7,826.09 7,581.52	0.00 0.00 0.00 7,581.52	7,581.52
912828B66	US Treasury Note 2.75% Due 02/15/2024	Various Various 5,000,000.00	5,121,796.88 0.00 0.00 5,121,796.88	28,708.79 0.00 40,418.95 11,710.16	0.00 0.00 0.00 11,710.16	11,710.16
912828D56	US Treasury Note 2.375% Due 08/15/2024	12/12/2019 12/13/2019 5,000,000.00	5,140,234.38 0.00 0.00 5,140,234.38	24,793.96 0.00 34,907.28 10,113.32	0.00 0.00 0.00 10,113.32	10,113.32
912828J43	US Treasury Note 1.75% Due 02/28/2022	03/13/2017 03/15/2017 4,350,000.00	4,271,340.74 0.00 0.00 4,271,340.74	12,825.41 0.00 19,238.11 6,412.70	0.00 0.00 0.00 6,412.70	6,412.70
912828L24	US Treasury Note 1.875% Due 08/31/2022	10/17/2017 10/18/2017 4,500,000.00	4,478,906.25 0.00 0.00 4,478,906.25	14,215.35 0.00 21,323.03 7,107.68	0.00 0.00 0.00 7,107.68	7,107.68
912828N30	US Treasury Note 2.125% Due 12/31/2022	01/25/2018 01/26/2018 4,800,000.00	4,725,375.00 0.00 0.00 4,725,375.00	34,186.81 0.00 42,873.63 8,686.82	0.00 0.00 0.00 8,686.82	8,686.82

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912828T34	US Treasury Note 1.125% Due 09/30/2021	11/09/2016 11/10/2016 4,125,000.00	4,055,243.31 0.00 0.00 4,055,243.31	3,930.58 0.00 7,861.17 3,930.59	0.00 0.00 0.00 3,930.59	3,930.59
912828T91	US Treasury Note 1.625% Due 10/31/2023	05/29/2019 05/30/2019 5,000,000.00	4,909,960.94 0.00 0.00 4,909,960.94	220.79 0.00 7,065.22 6,844.43	0.00 0.00 0.00 6,844.43	6,844.43
912828V23	US Treasury Note 2.25% Due 12/31/2023	06/21/2019 06/24/2019 4,500,000.00	4,588,417.97 0.00 0.00 4,588,417.97	33,935.44 0.00 42,558.38 8,622.94	0.00 0.00 0.00 8,622.94	8,622.94
912828X70	US Treasury Note 2% Due 04/30/2024	Various Various 4,800,000.00	4,833,281.25 0.00 0.00 4,833,281.25	260.86 0.00 8,347.82 8,086.96	0.00 0.00 0.00 8,086.96	8,086.96
912828XG0	US Treasury Note 2.125% Due 06/30/2022	08/15/2017 08/17/2017 4,000,000.00	4,056,732.15 0.00 0.00 4,056,732.15	28,489.01 0.00 35,728.02 7,239.01	0.00 0.00 0.00 7,239.01	7,239.01
912828XX3	US Treasury Note 2% Due 06/30/2024	Various Various 4,900,000.00	4,942,253.91 0.00 0.00 4,942,253.91	32,846.15 0.00 41,192.30 8,346.15	0.00 0.00 0.00 8,346.15	8,346.15
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 7,000,000.00	7,108,007.81 0.00 0.00 7,108,007.81	13,267.66 0.00 19,901.49 6,633.83	0.00 0.00 0.00 6,633.83	6,633.83
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 1,390,000.00	1,389,892.83 0.00 0.00 1,389,892.83	823.96 2,247.17 823.96 2,247.17	0.00 0.00 0.00 2,247.17	2,247.17
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 06/26/2023	05/08/2019 05/13/2019 2,000,000.00	2,056,900.00 0.00 0.00 2,056,900.00	23,611.11 0.00 29,277.78 5,666.67	0.00 0.00 0.00 5,666.67	5,666.67

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			292,746,736.43	1,403,671.79	0.00	
			12,485,228.72	464,288.71	0.00	
			6,866,565.03	1,488,846.28	0.00	
Total Fixed Income		297,032,965.41	298,365,400.12	549,463.20	549,463.20	549,463.20
CASH & EQUIVALENT						
60934N807	Federated Investors	Various	434,183.32	0.00	0.00	9.49
	Govt Oblig Fund Inst.	Various	5,673,081.99	9.49	0.00	
		389,527.66	5,717,737.65	0.00	0.00	
			389,527.66	9.49	9.49	
62479LE84	MUFG Bank Ltd	02/27/2020	4,984,930.56	13,562.50	0.00	(13,562.50)
	Discount CP	02/28/2020	0.00	0.00	0.00	
	Due 05/08/2020	0.00	4,984,930.56	0.00	0.00	
			0.00	(13,562.50)	(13,562.50)	
			5,419,113.88	13,562.50	0.00	
			5,673,081.99	9.49	0.00	
			10,702,668.21	0.00	0.00	
Total Cash & Equivalent		389,527.66	389,527.66	(13,553.01)	(13,553.01)	(13,553.01)
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund	Various	27,673,322.35	38,165.56	0.00	28,616.24
	State Pool	Various	9,950,000.00	0.00	0.00	
		23,373,322.35	14,250,000.00	66,781.80	0.00	
			23,373,322.35	28,616.24	28,616.24	
			27,673,322.35	38,165.56	0.00	
			9,950,000.00	0.00	0.00	
			14,250,000.00	66,781.80	0.00	
Total Local Agency Investment Fund		23,373,322.35	23,373,322.35	28,616.24	28,616.24	28,616.24
			325,839,172.66	1,455,399.85	0.00	
			28,108,310.71	464,298.20	0.00	
			31,819,233.24	1,555,628.08	0.00	
TOTAL PORTFOLIO		320,795,815.42	322,128,250.13	564,526.43	564,526.43	564,526.43

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/05/2020	Maturity	437076BQ4	1,140,000.00	Home Depot Note 1.8% Due 6/5/2020	1,140,000.00	10,260.00	1,150,260.00
06/08/2020	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
06/11/2020	Interest	313379RB7	2,500,000.00	FHLB Note 1.875% Due 6/11/2021	0.00	23,437.50	23,437.50
06/14/2020	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
06/15/2020	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	103,587.57	1,610.00	105,197.57
06/15/2020	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	19,273.77	401.80	19,675.57
06/15/2020	Paydown	47788BAD6	68,219.56	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	6,769.40	103.47	6,872.87
06/15/2020	Paydown	47788EAC2	1,942,195.56	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	62,344.84	4,984.97	67,329.81
06/15/2020	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	61,265.50	6,062.50	67,328.00
06/15/2020	Paydown	43811BAC8	602,186.93	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	37,243.07	843.06	38,086.13
06/15/2020	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,476.44	1,860.08	24,336.52
06/15/2020	Paydown	47789KAC7	1,580,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	29,184.93	1,448.33	30,633.26
06/15/2020	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	105,522.37	3,011.17	108,533.54
06/15/2020	Paydown	47788CAC6	377,291.17	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	15,369.31	836.33	16,205.64
06/15/2020	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	41,053.27	3,490.08	44,543.35
06/15/2020	Paydown	89238TAD5	2,725,171.21	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	337,968.25	6,722.09	344,690.34
06/16/2020	Paydown	654747AD6	139,761.67	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	9,201.74	202.65	9,404.39

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/19/2020	Interest	3137EAEN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	62,562.50	62,562.50
06/19/2020	Interest	3137BDDC7	1,224,617.01	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,199.79	3,199.79
06/20/2020	Paydown	3137BDDC7	0.00	FHLMC K716 A2 3.13% Due 6/25/2021	2,139.25	3,199.79	5,339.04
06/20/2020	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
06/20/2020	Paydown	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
06/20/2020	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	27,455.26	2,247.17	29,702.43
06/20/2020	Paydown	3137BFDQ1	0.00	FHLMC K717 A2 2.991% Due 9/25/2021	3,105.96	5,256.71	8,362.67
06/20/2020	Paydown	3137BYPQ7	0.00	FHLMC K726 A2 2.905% Due 4/25/2024	107,976.52	13,869.23	121,845.75
06/21/2020	Paydown	43815HAC1	1,748,592.44	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	191,286.47	4,298.62	195,585.09
06/24/2020	Interest	166764AH3	3,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	0.00	47,865.00	47,865.00
06/25/2020	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
06/25/2020	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
06/25/2020	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
06/25/2020	Interest	3137BYPQ7	3,892,023.48	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,421.94	9,421.94
06/25/2020	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	83,254.62	8,542.50	91,797.12
06/25/2020	Paydown	3137BFDQ1	2,105,906.38	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,248.97	5,248.97
06/26/2020	Interest	931142EK5	2,000,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	34,000.00	34,000.00

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06/30/2020	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
06/30/2020	Interest	912828N30	4,800,000.00	US Treasury Note 2.125% Due 12/31/2022	0.00	51,000.00	51,000.00
06/30/2020	Interest	912828XG0	4,000,000.00	US Treasury Note 2.125% Due 6/30/2022	0.00	42,500.00	42,500.00
06/30/2020	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
JUN 2020					2,406,478.54	650,515.39	3,056,993.93
07/05/2020	Interest	3135G0S38	4,000,000.00	FNMA Note 2% Due 1/5/2022	0.00	40,000.00	40,000.00
07/07/2020	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	33,716.05	33,716.05
07/11/2020	Interest	89236TDP7	3,100,000.00	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	0.00	40,300.00	40,300.00
07/14/2020	Interest	3130A8QS5	2,900,000.00	FHLB Note 1.125% Due 7/14/2021	0.00	16,312.50	16,312.50
07/14/2020	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
07/15/2020	Dividend	90LAIF\$00	1,624,557,316.85	Local Agency Investment Fund State Pool	0.00	66,712.84	66,712.84
07/15/2020	Interest	48128BAB7	3,250,000.00	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	0.00	48,295.00	48,295.00
07/15/2020	Paydown	89238TAD5	2,725,171.21	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	320,737.72	5,888.43	326,626.15
07/15/2020	Paydown	43811BAC8	602,186.93	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	37,295.21	790.92	38,086.13
07/15/2020	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	19,286.94	656.50	19,943.44
07/15/2020	Paydown	47788BAD6	68,219.56	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	6,428.38	93.20	6,521.58
07/15/2020	Paydown	47788EAC2	1,942,195.56	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	62,506.06	4,824.95	67,331.01

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2020	Paydown	47789KAC7	1,580,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	29,254.00	1,421.58	30,675.58
07/15/2020	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	99,098.22	1,451.17	100,549.39
07/15/2020	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,523.26	1,818.69	24,341.95
07/15/2020	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	61,410.50	5,913.93	67,324.43
07/15/2020	Paydown	47788CAC6	377,291.17	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	15,399.41	802.26	16,201.67
07/15/2020	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	41,145.63	3,424.06	44,569.69
07/15/2020	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	103,127.40	2,854.64	105,982.04
07/16/2020	Paydown	654747AD6	139,761.67	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	9,218.14	189.31	9,407.45
07/18/2020	Interest	4581X0CW6	4,000,000.00	Inter-American Dev Bank Note 2.125% Due 1/18/2022	0.00	42,500.00	42,500.00
07/19/2020	Interest	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	65,312.50	65,312.50
07/19/2020	Interest	3137BDDC7	1,224,617.01	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,199.79	3,199.79
07/19/2020	Interest	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	33,425.00	33,425.00
07/20/2020	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	27,517.03	2,202.78	29,719.81
07/21/2020	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
07/21/2020	Paydown	43815HAC1	1,748,592.44	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	182,046.08	3,828.38	185,874.46
07/25/2020	Interest	3137BYPQ7	3,892,023.48	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,421.94	9,421.94
07/25/2020	Interest	45950KCM0	1,685,000.00	International Finance Corp Note 2.25% Due 1/25/2021	0.00	18,956.25	18,956.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/25/2020	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
07/25/2020	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
07/25/2020	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
07/25/2020	Interest	808513AT2	2,250,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	29,812.50	29,812.50
07/25/2020	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	83,510.00	8,330.20	91,840.20
07/25/2020	Paydown	3137BFDQ1	2,105,906.38	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,248.97	5,248.97
07/28/2020	Interest	69353RFE3	3,050,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.00	37,362.50	37,362.50
JUL 2020					1,120,503.98	626,246.09	1,746,750.07
08/08/2020	Interest	594918BP8	1,875,000.00	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	0.00	14,531.25	14,531.25
08/09/2020	Interest	69371RP59	2,300,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	39,100.00	39,100.00
08/11/2020	Interest	06406RAJ6	3,254,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	56,131.50	56,131.50
08/12/2020	Interest	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	48,764.58	48,764.58
08/12/2020	Interest	3137EAEC9	4,125,000.00	FHLMC Note 1.125% Due 8/12/2021	0.00	23,203.13	23,203.13
08/15/2020	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
08/15/2020	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
08/15/2020	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
08/15/2020	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,570.19	1,777.21	24,347.40

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08/15/2020	Paydown	89238TAD5	2,725,171.21	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	303,440.04	5,097.28	308,537.32
08/15/2020	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100,726.60	2,701.67	103,428.27
08/15/2020	Paydown	47788CAC6	377,291.17	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	15,429.57	768.12	16,197.69
08/15/2020	Paydown	47789KAC7	1,580,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	29,323.24	1,394.76	30,718.00
08/15/2020	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	41,238.22	3,357.88	44,596.10
08/15/2020	Paydown	43811BAC8	602,186.93	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	37,347.42	738.71	38,086.13
08/15/2020	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	19,300.12	643.32	19,943.44
08/15/2020	Paydown	47788BAD6	68,219.56	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	6,086.65	83.45	6,170.10
08/15/2020	Paydown	47788EAC2	1,942,195.56	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	62,667.69	4,664.52	67,332.21
08/15/2020	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	61,555.84	5,765.01	67,320.85
08/15/2020	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	94,592.85	1,299.22	95,892.07
08/16/2020	Paydown	654747AD6	139,761.67	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	9,234.57	175.95	9,410.52
08/17/2020	Interest	3135G0N82	4,100,000.00	FNMA Note 1.25% Due 8/17/2021	0.00	25,625.00	25,625.00
08/18/2020	Interest	3130A7CV5	3,420,000.00	FHLB Note 1.375% Due 2/18/2021	0.00	23,512.50	23,512.50
08/19/2020	Interest	3137BDDC7	1,224,617.01	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,199.79	3,199.79
08/20/2020	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	27,578.95	2,158.29	29,737.24
08/21/2020	Paydown	43815HAC1	1,748,592.44	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	172,771.44	3,380.85	176,152.29

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2020	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
08/25/2020	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
08/25/2020	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
08/25/2020	Interest	3137BYPQ7	3,892,023.48	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,421.94	9,421.94
08/25/2020	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	83,766.17	8,117.25	91,883.42
08/25/2020	Paydown	3137BFDQ1	2,105,906.38	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,248.97	5,248.97
08/26/2020	Interest	3135G0J20	4,050,000.00	FNMA Note 1.375% Due 2/26/2021	0.00	27,843.75	27,843.75
08/31/2020	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
08/31/2020	Interest	912828J43	4,350,000.00	US Treasury Note 1.75% Due 2/28/2022	0.00	38,062.50	38,062.50
08/31/2020	Interest	912828L24	4,500,000.00	US Treasury Note 1.875% Due 8/31/2022	0.00	42,187.50	42,187.50
AUG 2020					1,087,629.56	606,792.65	1,694,422.21
09/01/2020	Interest	30231GAV4	2,700,000.00	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	0.00	29,997.00	29,997.00
09/04/2020	Interest	24422ESL4	1,850,000.00	John Deere Capital Corp Note 2.8% Due 3/4/2021	0.00	25,900.00	25,900.00
09/04/2020	Maturity	459058GA5	4,000,000.00	Intl. Bank Recon & Development Note 1.625% Due 9/4/2020	4,000,000.00	32,500.00	4,032,500.00
09/05/2020	Interest	06051GHF9	3,250,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	57,687.50	57,687.50
09/06/2020	Interest	24422ETG4	1,500,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	21,000.00	21,000.00
09/08/2020	Interest	44932HAC7	2,955,000.00	IBM Credit Corp Note 2.2% Due 9/8/2022	0.00	32,505.00	32,505.00

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09/08/2020	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
09/08/2020	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
09/11/2020	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50
09/13/2020	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
09/14/2020	Interest	4581X0CZ9	3,600,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.00	31,500.00	31,500.00
09/15/2020	Interest	68389XBK0	3,325,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.00	31,587.50	31,587.50
09/15/2020	Interest	084670BR8	2,500,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.00	34,375.00	34,375.00
09/15/2020	Paydown	43811BAC8	602,186.93	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	37,399.71	686.42	38,086.13
09/15/2020	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	90,071.41	1,154.17	91,225.58
09/15/2020	Paydown	89238TAD5	2,725,171.21	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	286,074.98	4,348.80	290,423.78
09/15/2020	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	19,313.31	630.13	19,943.44
09/15/2020	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	98,319.97	2,552.26	100,872.23
09/15/2020	Paydown	47788BAD6	68,219.56	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,744.22	74.22	5,818.44
09/15/2020	Paydown	47788EAC2	1,942,195.56	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	62,829.74	4,503.67	67,333.41
09/15/2020	Paydown	47789KAC7	1,580,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	29,392.64	1,367.88	30,760.52
09/15/2020	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,617.21	1,735.64	24,352.85
09/15/2020	Paydown	47788CAC6	377,291.17	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	15,459.79	733.92	16,193.71

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2020	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	61,701.52	5,615.74	67,317.26
09/15/2020	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	41,331.00	3,291.56	44,622.56
09/16/2020	Paydown	654747AD6	139,761.67	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	9,251.03	162.56	9,413.59
09/19/2020	Interest	3137BDDC7	1,224,617.01	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,199.79	3,199.79
09/20/2020	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	27,641.00	2,113.71	29,754.71
09/21/2020	Paydown	43815HAC1	1,748,592.44	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	163,462.43	2,956.12	166,418.55
09/25/2020	Interest	3137BYPQ7	3,892,023.48	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,421.94	9,421.94
09/25/2020	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
09/25/2020	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
09/25/2020	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
09/25/2020	Paydown	3137BFDQ1	2,105,906.38	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,248.97	5,248.97
09/25/2020	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	84,023.12	7,903.65	91,926.77
09/30/2020	Interest	912828T34	4,125,000.00	US Treasury Note 1.125% Due 9/30/2021	0.00	23,203.13	23,203.13
SEP 2020					5,054,633.08	552,494.28	5,607,127.36
10/01/2020	Interest	13063DRK6	3,385,000.00	California St Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
10/05/2020	Interest	3135G0T45	4,650,000.00	FNMA Note 1.875% Due 4/5/2022	0.00	43,593.75	43,593.75
10/07/2020	Interest	3135G0Q89	3,925,000.00	FNMA Note 1.375% Due 10/7/2021	0.00	26,984.38	26,984.38

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10/10/2020	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
10/12/2020	Interest	3130AF5B9	2,500,000.00	FHLB Note 3% Due 10/12/2021	0.00	37,500.00	37,500.00
10/15/2020	Interest	3135G0W66	4,080,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	33,150.00	33,150.00
10/15/2020	Paydown	43811BAC8	602,186.93	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	37,452.07	634.06	38,086.13
10/15/2020	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	85,533.83	1,016.06	86,549.89
10/15/2020	Paydown	89238TAD5	2,725,171.21	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	268,642.32	3,643.14	272,285.46
10/15/2020	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	19,326.51	616.93	19,943.44
10/15/2020	Paydown	47788BAD6	68,219.56	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,401.08	65.51	5,466.59
10/15/2020	Paydown	47788EAC2	1,942,195.56	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	62,992.20	4,342.41	67,334.61
10/15/2020	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,664.33	1,693.99	24,358.32
10/15/2020	Paydown	47789KAC7	1,580,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	29,462.20	1,340.94	30,803.14
10/15/2020	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	95,907.49	2,406.42	98,313.91
10/15/2020	Paydown	47788CAC6	377,291.17	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	15,490.06	699.65	16,189.71
10/15/2020	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	61,847.55	5,466.11	67,313.66
10/15/2020	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	41,424.00	3,225.08	44,649.08
10/16/2020	Paydown	654747AD6	139,761.67	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	9,267.52	149.14	9,416.66
10/19/2020	Interest	3137BDDC7	1,224,617.01	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,199.79	3,199.79

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10/20/2020	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	27,703.19	2,069.02	29,772.21
10/21/2020	Paydown	43815HAC1	1,748,592.44	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	154,118.94	2,554.27	156,673.21
10/22/2020	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,285.76	16,285.76
10/25/2020	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
10/25/2020	Interest	3137BYPQ7	3,892,023.48	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,421.94	9,421.94
10/25/2020	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
10/25/2020	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
10/25/2020	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	84,280.86	7,689.39	91,970.25
10/25/2020	Paydown	3137BFDQ1	2,105,906.38	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,248.97	5,248.97
10/31/2020	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
10/31/2020	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
10/31/2020	Interest	912828T91	5,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	40,625.00	40,625.00
OCT 2020					1,021,514.15	460,854.71	1,482,368.86
11/01/2020	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
11/03/2020	Interest	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	26,580.00	26,580.00
11/03/2020	Maturity	594918BG8	1,035,000.00	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	1,035,000.00	10,350.00	1,045,350.00
11/03/2020	Maturity	00440EAT4	2,545,000.00	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	2,545,000.00	29,267.50	2,574,267.50

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11/05/2020	Interest	3137EAER6	5,790,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	10,735.63	10,735.63
11/06/2020	Interest	3135G0K69	3,300,000.00	FNMA Note 1.25% Due 5/6/2021	0.00	20,625.00	20,625.00
11/08/2020	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
11/11/2020	Interest	369550BE7	2,970,000.00	General Dynamics Corp Note 3% Due 5/11/2021	0.00	44,550.00	44,550.00
11/15/2020	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,711.54	1,652.25	24,363.79
11/15/2020	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	61,993.92	5,316.13	67,310.05
11/15/2020	Paydown	47788CAC6	377,291.17	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	15,520.39	665.32	16,185.71
11/15/2020	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	41,517.20	3,158.46	44,675.66
11/15/2020	Paydown	43811BAC8	602,186.93	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	37,504.50	581.63	38,086.13
11/15/2020	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	19,339.72	603.72	19,943.44
11/15/2020	Paydown	47788BAD6	68,219.56	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,057.24	57.31	5,114.55
11/15/2020	Paydown	47788EAC2	1,942,195.56	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	63,155.09	4,180.73	67,335.82
11/15/2020	Paydown	47789KAC7	1,580,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	29,531.93	1,313.93	30,845.86
11/15/2020	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	80,980.07	884.91	81,864.98
11/15/2020	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	93,489.16	2,264.15	95,753.31
11/15/2020	Paydown	89238TAD5	2,725,171.21	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	251,141.81	2,980.49	254,122.30
11/16/2020	Paydown	654747AD6	139,761.67	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	9,284.05	135.70	9,419.75

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11/18/2020	Interest	404280BS7	2,750,000.00	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	0.00	54,312.50	54,312.50
11/19/2020	Interest	857477AV5	2,075,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.00	20,231.25	20,231.25
11/19/2020	Interest	3137BDDC7	1,224,617.01	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,199.79	3,199.79
11/20/2020	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	27,765.52	2,024.24	29,789.76
11/21/2020	Paydown	43815HAC1	1,748,592.44	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	144,740.85	2,175.40	146,916.25
11/22/2020	Interest	3135G04Q3	5,735,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	7,168.75	7,168.75
11/25/2020	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
11/25/2020	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
11/25/2020	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
11/25/2020	Interest	404280BA6	1,200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	21,600.00	21,600.00
11/25/2020	Interest	3137BYPQ7	3,892,023.48	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,421.94	9,421.94
11/25/2020	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	84,539.40	7,474.47	92,013.87
11/25/2020	Paydown	3137BFDQ1	2,105,906.38	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,248.97	5,248.97
11/30/2020	Maturity	3135G0F73	1,200,000.00	FNMA Note 1.5% Due 11/30/2020	1,200,000.00	9,000.00	1,209,000.00
NOV 2020					5,768,272.39	408,785.42	6,177,057.81
12/08/2020	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
12/11/2020	Interest	313379RB7	2,500,000.00	FHLB Note 1.875% Due 6/11/2021	0.00	23,437.50	23,437.50

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12/14/2020	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
12/15/2020	Paydown	89238TAD5	2,725,171.21	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	233,573.22	2,361.01	235,934.23
12/15/2020	Paydown	43811BAC8	602,186.93	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	37,557.01	529.12	38,086.13
12/15/2020	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	19,352.93	590.51	19,943.44
12/15/2020	Paydown	47788BAD6	68,219.56	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,712.69	49.64	4,762.33
12/15/2020	Paydown	47788EAC2	1,942,195.56	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	63,318.40	4,018.63	67,337.03
12/15/2020	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	76,410.08	760.74	77,170.82
12/15/2020	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,758.86	1,610.42	24,369.28
12/15/2020	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	62,140.63	5,165.80	67,306.43
12/15/2020	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	91,064.95	2,125.48	93,190.43
12/15/2020	Paydown	47788CAC6	377,291.17	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	15,550.79	630.91	16,181.70
12/15/2020	Paydown	47789KAC7	1,580,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	29,601.82	1,286.86	30,888.68
12/15/2020	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	41,610.62	3,091.68	44,702.30
12/16/2020	Paydown	654747AD6	139,761.67	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	9,300.59	122.24	9,422.83
12/19/2020	Interest	3137EAEN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	62,562.50	62,562.50
12/19/2020	Interest	3137BDDC7	1,224,617.01	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,199.79	3,199.79
12/20/2020	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	27,827.99	1,979.35	29,807.34

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12/21/2020	Paydown	43815HAC1	1,748,592.44	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	135,328.06	1,819.58	137,147.64
12/24/2020	Interest	166764AH3	3,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	0.00	47,865.00	47,865.00
12/25/2020	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
12/25/2020	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
12/25/2020	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
12/25/2020	Interest	3137BYPQ7	3,892,023.48	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,421.94	9,421.94
12/25/2020	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	84,798.72	7,258.90	92,057.62
12/25/2020	Paydown	3137BFDQ1	2,105,906.38	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,248.97	5,248.97
12/26/2020	Interest	931142EK5	2,000,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	34,000.00	34,000.00
12/31/2020	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
12/31/2020	Interest	912828N30	4,800,000.00	US Treasury Note 2.125% Due 12/31/2022	0.00	51,000.00	51,000.00
12/31/2020	Interest	912828XG0	4,000,000.00	US Treasury Note 2.125% Due 6/30/2022	0.00	42,500.00	42,500.00
12/31/2020	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
DEC 2020					954,907.36	583,037.08	1,537,944.44
01/05/2021	Interest	3135G0S38	4,000,000.00	FNMA Note 2% Due 1/5/2022	0.00	40,000.00	40,000.00
01/07/2021	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
01/11/2021	Interest	89236TDP7	3,100,000.00	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	0.00	40,300.00	40,300.00

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01/14/2021	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
01/14/2021	Interest	3130A8QS5	2,900,000.00	FHLB Note 1.125% Due 7/14/2021	0.00	16,312.50	16,312.50
01/15/2021	Interest	48128BAB7	3,250,000.00	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	0.00	48,295.00	48,295.00
01/15/2021	Paydown	89238TAD5	2,725,171.21	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	215,936.31	1,784.86	217,721.17
01/15/2021	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,806.27	1,568.51	24,374.78
01/15/2021	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	62,287.71	5,015.10	67,302.81
01/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	19,366.16	577.28	19,943.44
01/15/2021	Paydown	47789KAC7	1,580,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	29,671.87	1,259.73	30,931.60
01/15/2021	Paydown	43811BAC8	602,186.93	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	37,609.59	476.54	38,086.13
01/15/2021	Paydown	47788BAD6	68,219.56	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,367.43	42.50	4,409.93
01/15/2021	Paydown	47788EAC2	1,942,195.56	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	63,482.13	3,856.11	67,338.24
01/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	71,823.80	643.58	72,467.38
01/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	41,704.24	3,024.76	44,729.00
01/15/2021	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	88,634.87	1,990.40	90,625.27
01/15/2021	Paydown	47788CAC6	377,291.17	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	15,581.25	596.44	16,177.69
01/16/2021	Paydown	654747AD6	139,761.67	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	9,317.16	108.76	9,425.92
01/18/2021	Interest	4581X0CW6	4,000,000.00	Inter-American Dev Bank Note 2.125% Due 1/18/2022	0.00	42,500.00	42,500.00

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01/19/2021	Interest	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	65,312.50	65,312.50
01/19/2021	Interest	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	33,425.00	33,425.00
01/19/2021	Interest	3137BDDC7	1,224,617.01	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,199.79	3,199.79
01/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	27,890.61	1,934.36	29,824.97
01/21/2021	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
01/21/2021	Paydown	43815HAC1	1,748,592.44	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	125,880.45	1,486.89	127,367.34
01/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
01/25/2021	Interest	808513AT2	2,250,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	29,812.50	29,812.50
01/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
01/25/2021	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
01/25/2021	Interest	3137BYPQ7	3,892,023.48	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,421.94	9,421.94
01/25/2021	Maturity	45950KCM0	1,685,000.00	International Finance Corp Note 2.25% Due 1/25/2021	1,685,000.00	18,956.25	1,703,956.25
01/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	85,058.84	7,042.66	92,101.50
01/25/2021	Paydown	3137BFDQ1	2,105,906.38	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,248.97	5,248.97
01/28/2021	Interest	69353RFE3	3,050,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.00	37,362.50	37,362.50
JAN 2021					2,606,418.69	547,022.18	3,153,440.87
02/08/2021	Interest	594918BP8	1,875,000.00	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	0.00	14,531.25	14,531.25

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02/09/2021	Interest	69371RP59	2,300,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	39,100.00	39,100.00
02/11/2021	Interest	06406RAJ6	3,254,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	56,131.50	56,131.50
02/12/2021	Interest	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
02/12/2021	Interest	3137EAEC9	4,125,000.00	FHLMC Note 1.125% Due 8/12/2021	0.00	23,203.13	23,203.13
02/15/2021	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
02/15/2021	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
02/15/2021	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
02/15/2021	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	62,435.12	4,864.06	67,299.18
02/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	19,379.39	564.05	19,943.44
02/15/2021	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	86,198.89	1,858.92	88,057.81
02/15/2021	Paydown	47788BAD6	68,219.56	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,021.46	35.87	4,057.33
02/15/2021	Paydown	47788CAC6	377,291.17	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	15,611.76	561.90	16,173.66
02/15/2021	Paydown	47788EAC2	1,942,195.56	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	63,646.28	3,693.18	67,339.46
02/15/2021	Paydown	47789KAC7	1,580,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	29,742.10	1,232.53	30,974.63
02/15/2021	Paydown	43811BAC8	602,186.93	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	37,662.24	423.89	38,086.13
02/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	67,221.18	533.45	67,754.63
02/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	41,798.07	2,957.69	44,755.76

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02/15/2021	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,853.78	1,526.51	24,380.29
02/15/2021	Paydown	89238TAD5	2,725,171.21	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	198,230.85	1,252.22	199,483.07
02/16/2021	Paydown	654747AD6	139,761.67	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	9,333.77	95.25	9,429.02
02/17/2021	Interest	3135G0N82	4,100,000.00	FNMA Note 1.25% Due 8/17/2021	0.00	25,625.00	25,625.00
02/18/2021	Maturity	3130A7CV5	3,420,000.00	FHLB Note 1.375% Due 2/18/2021	3,420,000.00	23,512.50	3,443,512.50
02/19/2021	Paydown	3137BDDC7	1,224,617.01	FHLMC K716 A2 3.13% Due 6/25/2021	78,798.64	3,199.79	81,998.43
02/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	27,953.36	1,889.27	29,842.63
02/21/2021	Paydown	43815HAC1	1,748,592.44	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	116,397.89	1,177.44	117,575.33
02/25/2021	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
02/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
02/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
02/25/2021	Interest	3137BYPQ7	3,892,023.48	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,421.94	9,421.94
02/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	85,319.76	6,825.76	92,145.52
02/25/2021	Paydown	3137BFDQ1	2,105,906.38	FHLMC K717 A2 2.991% Due 9/25/2021	260,307.20	5,248.97	265,556.17
02/26/2021	Maturity	3135G0J20	4,050,000.00	FNMA Note 1.375% Due 2/26/2021	4,050,000.00	27,843.75	4,077,843.75
02/28/2021	Interest	912828L24	4,500,000.00	US Treasury Note 1.875% Due 8/31/2022	0.00	42,187.50	42,187.50
02/28/2021	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00

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02/28/2021	Interest	912828J43	4,350,000.00	US Treasury Note 1.75% Due 2/28/2022	0.00	38,062.50	38,062.50
FEB 2021					8,696,911.74	594,709.07	9,291,620.81
03/01/2021	Maturity	30231GAV4	2,700,000.00	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	2,700,000.00	29,997.00	2,729,997.00
03/04/2021	Maturity	24422ESL4	1,850,000.00	John Deere Capital Corp Note 2.8% Due 3/4/2021	1,850,000.00	25,900.00	1,875,900.00
03/05/2021	Interest	06051GHF9	3,250,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	57,687.50	57,687.50
03/06/2021	Interest	24422ETG4	1,500,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	21,000.00	21,000.00
03/08/2021	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
03/08/2021	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
03/08/2021	Interest	44932HAC7	2,955,000.00	IBM Credit Corp Note 2.2% Due 9/8/2022	0.00	32,505.00	32,505.00
03/11/2021	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50
03/13/2021	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
03/14/2021	Interest	4581X0CZ9	3,600,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.00	31,500.00	31,500.00
03/15/2021	Interest	084670BR8	2,500,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.00	34,375.00	34,375.00
03/15/2021	Interest	68389XBK0	3,325,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.00	31,587.50	31,587.50
03/15/2021	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	83,757.00	1,731.06	85,488.06
03/15/2021	Paydown	47788BAD6	68,219.56	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,674.78	29.77	3,704.55
03/15/2021	Paydown	47788CAC6	377,291.17	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	15,642.33	527.30	16,169.63

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03/15/2021	Paydown	47788EAC2	1,942,195.56	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	63,810.86	3,529.82	67,340.68
03/15/2021	Paydown	43811BAC8	602,186.93	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	37,714.97	371.16	38,086.13
03/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	62,602.18	430.38	63,032.56
03/15/2021	Paydown	89238TAD5	2,725,171.21	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	180,456.61	763.25	181,219.86
03/15/2021	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	62,582.88	4,712.65	67,295.53
03/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	41,892.12	2,890.46	44,782.58
03/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	19,392.63	550.81	19,943.44
03/15/2021	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,901.40	1,484.42	24,385.82
03/15/2021	Paydown	47789KAC7	1,580,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	29,812.48	1,205.27	31,017.75
03/16/2021	Paydown	654747AD6	139,761.67	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	9,350.42	81.71	9,432.13
03/19/2021	Paydown	3137BDDC7	1,224,617.01	FHLMC K716 A2 3.13% Due 6/25/2021	272,066.21	2,994.26	275,060.47
03/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	28,016.26	1,844.08	29,860.34
03/21/2021	Paydown	43815HAC1	1,748,592.44	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	106,880.28	891.29	107,771.57
03/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
03/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
03/25/2021	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
03/25/2021	Interest	3137BYPQ7	3,892,023.48	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,421.94	9,421.94

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	85,581.48	6,608.19	92,189.67
03/25/2021	Paydown	3137BFDQ1	2,105,906.38	FHLMC K717 A2 2.991% Due 9/25/2021	261,139.31	4,600.16	265,739.47
03/31/2021	Interest	912828T34	4,125,000.00	US Treasury Note 1.125% Due 9/30/2021	0.00	23,203.13	23,203.13
MAR 2021					5,937,274.20	506,961.11	6,444,235.31
04/01/2021	Interest	13063DRK6	3,385,000.00	California St Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
04/05/2021	Interest	3135G0T45	4,650,000.00	FNMA Note 1.875% Due 4/5/2022	0.00	43,593.75	43,593.75
04/07/2021	Interest	3135G0Q89	3,925,000.00	FNMA Note 1.375% Due 10/7/2021	0.00	26,984.38	26,984.38
04/10/2021	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
04/12/2021	Interest	3130AF5B9	2,500,000.00	FHLB Note 3% Due 10/12/2021	0.00	37,500.00	37,500.00
04/15/2021	Interest	3135G0W66	4,080,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	33,150.00	33,150.00
04/15/2021	Paydown	43811BAC8	602,186.93	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	37,767.77	318.36	38,086.13
04/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	57,966.74	334.39	58,301.13
04/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	41,986.38	2,823.08	44,809.46
04/15/2021	Paydown	89238TAD5	2,725,171.21	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	128,969.11	318.12	129,287.23
04/15/2021	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,949.11	1,442.24	24,391.35
04/15/2021	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	81,309.19	1,606.82	82,916.01
04/15/2021	Paydown	47788CAC6	377,291.17	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	15,672.97	492.62	16,165.59

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04/15/2021	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	62,730.99	4,560.89	67,291.88
04/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	19,405.88	537.56	19,943.44
04/15/2021	Paydown	47788BAD6	68,219.56	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,327.38	24.20	3,351.58
04/15/2021	Paydown	47788EAC2	1,942,195.56	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	63,975.86	3,366.04	67,341.90
04/15/2021	Paydown	47789KAC7	1,580,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	29,883.04	1,177.94	31,060.98
04/16/2021	Paydown	654747AD6	139,761.67	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	9,367.09	68.15	9,435.24
04/19/2021	Paydown	3137BDDC7	1,224,617.01	FHLMC K716 A2 3.13% Due 6/25/2021	64,506.48	2,284.62	66,791.10
04/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	28,079.29	1,798.79	29,878.08
04/21/2021	Paydown	43815HAC1	1,748,592.44	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	97,327.50	628.55	97,956.05
04/22/2021	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
04/25/2021	Interest	3137BYPQ7	3,892,023.48	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,421.94	9,421.94
04/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
04/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
04/25/2021	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
04/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	85,844.00	6,389.96	92,233.96
04/25/2021	Paydown	3137BFDQ1	2,105,906.38	FHLMC K717 A2 2.991% Due 9/25/2021	261,974.08	3,949.27	265,923.35
04/30/2021	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00

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04/30/2021	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
04/30/2021	Interest	912828T91	5,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	40,625.00	40,625.00
APR 2021					1,113,042.86	447,098.42	1,560,141.28
05/01/2021	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
05/03/2021	Interest	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	26,580.00	26,580.00
05/05/2021	Interest	3137EAER6	5,790,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	10,856.25	10,856.25
05/06/2021	Maturity	3135G0K69	3,300,000.00	FNMA Note 1.25% Due 5/6/2021	3,300,000.00	20,625.00	3,320,625.00
05/08/2021	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
05/11/2021	Maturity	369550BE7	2,970,000.00	General Dynamics Corp Note 3% Due 5/11/2021	2,970,000.00	44,550.00	3,014,550.00
05/15/2021	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,996.92	1,399.98	24,396.90
05/15/2021	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	62,879.45	4,408.77	67,288.22
05/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	19,419.14	524.30	19,943.44
05/15/2021	Paydown	47789KAC7	1,580,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	29,953.77	1,150.54	31,104.31
05/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	42,080.84	2,755.56	44,836.40
05/15/2021	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	78,855.45	1,486.21	80,341.66
05/15/2021	Paydown	47788CAC6	377,291.17	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	15,703.66	457.88	16,161.54
05/15/2021	Paydown	43811BAC8	602,186.93	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	37,820.64	265.49	38,086.13

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Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2021	Paydown	47788BAD6	68,219.56	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,979.27	19.15	2,998.42
05/15/2021	Paydown	47788EAC2	1,942,195.56	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	64,141.30	3,201.83	67,343.13
05/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	53,314.81	245.51	53,560.32
05/16/2021	Paydown	654747AD6	139,761.67	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	9,383.78	54.57	9,438.35
05/18/2021	Interest	404280BS7	2,750,000.00	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	0.00	54,312.50	54,312.50
05/19/2021	Maturity	857477AV5	2,075,000.00	State Street Bank Note 1.95% Due 5/19/2021	2,075,000.00	20,231.25	2,095,231.25
05/19/2021	Paydown	3137BDDC7	1,224,617.01	FHLMC K716 A2 3.13% Due 6/25/2021	257,449.67	2,116.36	259,566.03
05/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	28,142.47	1,753.39	29,895.86
05/21/2021	Paydown	43815HAC1	1,748,592.44	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	87,739.45	389.28	88,128.73
05/22/2021	Interest	3135G04Q3	5,735,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	7,168.75	7,168.75
05/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
05/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
05/25/2021	Interest	404280BA6	1,200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	21,600.00	21,600.00
05/25/2021	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
05/25/2021	Interest	3137BYPQ7	3,892,023.48	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,421.94	9,421.94
05/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	86,107.32	6,171.06	92,278.38

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Cash Flow Report

As of May 31, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2021	Paydown	3137BFDQ1	2,105,906.38	FHLMC K717 A2 2.991% Due 9/25/2021	262,811.53	3,296.30	266,107.83
MAY 2021					9,506,779.47	346,067.12	9,852,846.59
TOTAL					45,274,366.02	6,330,583.52	51,604,949.54

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Holdings by Maturity

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
90LAIF\$00	Local Agency Investment Fund State Pool	23,373,322.35	Various 1.31%	23,373,322.35 23,373,322.35	1.00 1.31%	23,373,322.35 66,781.80	6.99% 0.00	NR NR	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	389,527.66	Various 0.01%	389,527.66 389,527.66	1.00 0.01%	389,527.66 0.00	0.12% 0.00	Aaa AAA	0.00 0.00
437076BQ4	Home Depot Note 1.8% Due 6/5/2020	1,140,000.00	05/24/2017 1.82%	1,139,338.80 1,139,338.80	100.01 0.63%	1,140,147.06 10,032.00	0.34% 808.26	A2 A	0.01 0.01
459058GA5	Intl. Bank Recon & Development Note 1.625% Due 9/4/2020	4,000,000.00	11/03/2017 1.87%	3,972,680.00 3,972,680.00	100.32 0.37%	4,012,976.00 15,708.33	1.20% 40,296.00	Aaa AAA	0.26 0.26
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	1,035,000.00	10/29/2015 2.02%	1,034,172.00 1,034,172.00	100.60 0.23%	1,041,184.13 1,610.00	0.31% 7,012.13	Aaa AAA	0.34 0.34
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	2,545,000.00	02/06/2017 2.17%	2,556,986.95 2,556,986.95	100.61 0.50%	2,560,437.97 4,552.72	0.77% 3,451.02	A3 A	0.34 0.34
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	2,725,171.21	07/25/2019 1.48%	2,754,019.70 2,754,019.70	101.60 0.35%	2,768,822.98 3,585.11	0.83% 14,803.28	Aaa AAA	0.39 0.61
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	1,748,592.44	08/21/2018 2.98%	1,748,352.53 1,748,352.53	101.43 0.88%	1,773,593.59 1,432.87	0.53% 25,241.06	Aaa NR	0.48 0.68
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,200,000.00	12/16/2015 1.90%	1,177,320.00 1,177,320.00	100.65 0.20%	1,207,784.40 50.00	0.36% 30,464.40	Aaa AA+	0.50 0.50
58770FAC6	Mercedes Benz Auto Lease Trust 2020- A A3 1.84% Due 12/15/2022	1,050,000.00	01/21/2020 1.87%	1,049,861.61 1,049,861.61	101.06 1.21%	1,061,160.45 858.67	0.32% 11,298.84	Aaa AAA	0.51 1.67
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	68,219.56	07/11/2017 1.83%	68,214.56 68,214.56	100.20 0.68%	68,359.29 55.18	0.02% 144.73	Aaa NR	0.54 0.18
654747AD6	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	139,761.67	12/27/2017 2.10%	138,871.78 138,871.78	100.13 0.74%	139,943.90 101.33	0.04% 1,072.12	Aaa NR	0.63 0.13
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	1,685,000.00	01/18/2018 2.35%	1,680,046.10 1,680,046.10	101.15 0.48%	1,704,293.25 13,269.38	0.51% 24,247.15	Aaa AAA	0.65 0.64
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	602,186.93	04/27/2018 2.62%	592,824.81 592,824.81	100.29 0.51%	603,927.82 449.63	0.18% 11,103.01	Aaa AAA	0.67 0.24

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	3,420,000.00	02/17/2016 1.46%	3,406,183.20	100.84	3,448,642.50	1.03%	Aaa	0.72
				3,406,183.20	0.20%	13,454.38	42,459.30	AA+	0.71
3135G0J20	FNMA Note 1.375% Due 2/26/2021	4,050,000.00	Various 1.45%	4,034,893.60	100.86	4,084,979.85	1.22%	Aaa	0.74
				4,034,893.60	0.20%	14,695.32	50,086.25	AA+	0.73
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	2,700,000.00	Various 1.97%	2,730,414.55	101.22	2,732,818.51	0.82%	Aa1	0.75
				2,730,414.55	0.59%	14,998.51	2,403.96	AA	0.74
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	1,850,000.00	05/24/2017 2.12%	1,895,010.50	101.74	1,882,171.50	0.57%	A2	0.76
				1,895,010.50	0.50%	12,518.33	(12,839.00)	A	0.75
3135G0K69	FNMA Note 1.25% Due 5/6/2021	3,300,000.00	06/29/2016 1.18%	3,311,220.00	100.98	3,332,359.80	0.99%	Aaa	0.93
				3,311,220.00	0.19%	2,864.58	21,139.80	AA+	0.93
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	2,970,000.00	Various 3.25%	2,949,150.50	102.42	3,041,992.80	0.91%	A2	0.95
				2,949,150.50	0.43%	4,950.00	92,842.30	A	0.94
3137BDDC7	FHLMC K716 A2 3.13% Due 6/25/2021	1,224,617.01	09/12/2017 1.92%	1,274,845.44	101.70	1,245,477.09	0.37%	Aaa	0.96
				1,274,845.44	0.95%	638.84	(29,368.35)	AA+	0.87
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	2,075,000.00	Various 2.04%	2,067,408.60	101.57	2,107,658.43	0.63%	A1	0.97
				2,067,408.60	0.32%	1,348.75	40,249.83	A	0.96
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	2,030,000.00	08/20/2019 1.79%	2,029,983.15	101.64	2,063,308.24	0.62%	Aaa	0.98
				2,029,983.15	0.83%	1,605.96	33,325.09	AAA	1.71
47788CAC6	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	377,291.17	02/21/2018 2.68%	377,264.06	100.69	379,876.65	0.11%	Aaa	1.01
				377,264.06	0.97%	446.04	2,612.59	NR	0.39
313379RB7	FHLB Note 1.875% Due 6/11/2021	2,500,000.00	08/30/2017 1.67%	2,518,850.00	101.71	2,542,790.00	0.77%	Aaa	1.03
				2,518,850.00	0.21%	22,135.42	23,940.00	AA+	1.01
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	2,105,906.38	Various 2.61%	2,127,604.16	102.26	2,153,537.54	0.64%	NR	1.03
				2,127,604.16	1.52%	5,248.97	25,933.38	NR	1.11
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	1,875,000.00	Various 1.57%	1,872,774.45	101.39	1,901,096.25	0.57%	Aaa	1.10
				1,872,774.45	0.28%	9,122.39	28,321.80	AAA	1.09
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	2,900,000.00	10/04/2016 1.33%	2,873,204.00	101.06	2,930,655.90	0.88%	Aaa	1.12
				2,873,204.00	0.18%	12,415.63	57,451.90	AA+	1.11
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	4,125,000.00	Various 1.30%	4,090,903.75	101.11	4,170,651.38	1.25%	Aaa	1.20
				4,090,903.75	0.20%	14,050.78	79,747.63	AA+	1.19
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	3,325,000.00	Various 2.44%	3,255,728.25	101.73	3,382,539.13	1.01%	A3	1.21
				3,255,728.25	0.46%	13,336.94	126,810.88	A+	1.19

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
3135G0N82	FNMA Note 1.25% Due 8/17/2021	4,100,000.00	Various 1.32%	4,086,725.40	101.30	4,153,402.50	1.24%	Aaa	1.21
				4,086,725.40	0.17%	14,805.56	66,677.10	AA+	1.20
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	1,942,195.56	07/18/2018 3.10%	1,942,048.34	101.49	1,971,223.56	0.59%	Aaa	1.27
				1,942,048.34	0.67%	2,658.65	29,175.22	NR	0.62
912828T34	US Treasury Note 1.125% Due 9/30/2021	4,125,000.00	11/09/2016 1.48%	4,055,243.31	101.25	4,176,401.63	1.25%	Aaa	1.33
				4,055,243.31	0.19%	7,861.17	121,158.32	AA+	1.32
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	3,925,000.00	Various 1.66%	3,873,275.45	101.59	3,987,356.48	1.19%	Aaa	1.35
				3,873,275.45	0.20%	8,095.31	114,081.03	AA+	1.34
3130AF5B9	FHLB Note 3% Due 10/12/2021	2,500,000.00	11/29/2018 2.91%	2,506,300.00	103.84	2,596,105.00	0.78%	Aaa	1.37
				2,506,300.00	0.18%	10,208.33	89,805.00	AA+	1.34
3135G0S38	FNMA Note 2% Due 1/5/2022	4,000,000.00	01/11/2017 2.02%	3,996,900.00	102.86	4,114,204.00	1.24%	Aaa	1.60
				3,996,900.00	0.21%	32,444.44	117,304.00	AA+	1.56
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	3,100,000.00	Various 3.18%	3,038,938.00	102.62	3,181,282.00	0.96%	A1	1.62
				3,038,938.00	0.96%	31,344.44	142,344.00	A+	1.57
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	3,250,000.00	Various 3.11%	3,228,657.50	103.20	3,354,029.25	1.01%	A2	1.63
				3,228,657.50	0.98%	36,489.56	125,371.75	A-	1.57
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	4,000,000.00	11/03/2017 2.07%	4,008,600.00	102.93	4,117,256.00	1.24%	Aaa	1.64
				4,008,600.00	0.32%	31,402.78	108,656.00	NR	1.60
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019 1.48%	3,458,875.00	106.69	3,574,037.95	1.07%	Aaa	1.64
				3,458,875.00	0.75%	1,708.50	115,162.95	NR	2.88
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	2,500,000.00	08/27/2019 1.87%	2,552,050.78	102.14	2,553,570.00	0.76%	Aaa	1.65
				2,552,050.78	1.07%	3,233.33	1,519.22	NR	1.15
912828J43	US Treasury Note 1.75% Due 2/28/2022	4,350,000.00	03/13/2017 2.14%	4,271,340.74	102.75	4,469,455.35	1.34%	Aaa	1.75
				4,271,340.74	0.18%	19,238.11	198,114.61	AA+	1.72
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,010,000.00	07/16/2019 2.23%	1,009,785.58	101.34	1,023,522.87	0.31%	Aaa	1.82
				1,009,785.58	1.31%	992.04	13,737.29	NR	1.47
3135G0T45	FNMA Note 1.875% Due 4/5/2022	4,650,000.00	06/19/2017 1.88%	4,649,297.85	103.11	4,794,824.25	1.43%	Aaa	1.85
				4,649,297.85	0.18%	13,562.50	145,526.40	AA+	1.82
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,390,000.00	10/01/2019 1.95%	1,389,892.83	102.44	1,423,971.60	0.43%	NR	2.05
				1,389,892.83	0.61%	823.96	34,078.77	AAA	1.81
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	3,050,000.00	07/25/2017 2.45%	3,049,725.50	103.15	3,146,081.10	0.95%	A2	2.08
				3,049,725.50	0.91%	25,531.04	96,355.60	A	2.01
912828XG0	US Treasury Note 2.125% Due 6/30/2022	4,000,000.00	08/15/2017 1.82%	4,056,732.15	104.07	4,162,812.00	1.25%	Aaa	2.08
				4,056,732.15	0.17%	35,728.02	106,079.85	AA+	2.03

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Holdings by Maturity

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	980,000.00	05/18/2020 0.83%	979,922.87	100.45	984,370.80	0.29%	Aaa	2.09
				979,922.87	0.62%	89.29	4,447.93	AAA	2.17
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	4,000,000.00	Various 2.22%	4,140,475.70	103.69	4,147,752.00	1.24%	Aaa	2.10
				4,140,475.70	1.14%	10,300.00	7,276.30	NR	1.96
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,170,000.00	10/16/2019 1.94%	2,169,885.42	102.42	2,222,472.77	0.66%	Aaa	2.12
				2,169,885.42	0.72%	1,861.38	52,587.35	AAA	1.97
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,580,000.00	03/04/2020 1.11%	1,579,903.46	100.37	1,585,864.96	0.47%	Aaa	2.16
				1,579,903.46	0.90%	772.44	5,961.50	NR	1.82
912828L24	US Treasury Note 1.875% Due 8/31/2022	4,500,000.00	10/17/2017 1.98%	4,478,906.25	103.84	4,672,971.00	1.40%	Aaa	2.25
				4,478,906.25	0.16%	21,323.03	194,064.75	AA+	2.20
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	2,955,000.00	11/29/2017 2.58%	2,905,001.40	103.77	3,066,255.75	0.92%	A2	2.27
				2,905,001.40	0.53%	14,988.42	161,254.35	A	2.21
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	3,600,000.00	Various 2.30%	3,512,573.00	103.15	3,713,508.00	1.11%	Aaa	2.29
				3,512,573.00	0.36%	13,475.00	200,935.00	AAA	2.24
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	2,250,000.00	Various 2.32%	2,273,392.50	105.24	2,367,814.50	0.71%	A2	2.57
				2,273,392.50	0.59%	20,868.75	94,422.00	A	2.47
912828N30	US Treasury Note 2.125% Due 12/31/2022	4,800,000.00	01/25/2018 2.46%	4,725,375.00	105.00	5,039,812.80	1.52%	Aaa	2.59
				4,725,375.00	0.18%	42,873.63	314,437.80	AA+	2.50
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	2,500,000.00	11/26/2018 3.51%	2,425,225.00	106.46	2,661,622.50	0.80%	Aa2	2.63
				2,425,225.00	0.27%	14,513.89	236,397.50	AA	2.54
3135G0T94	FNMA Note 2.375% Due 1/19/2023	5,500,000.00	04/11/2018 2.71%	5,418,930.00	105.66	5,811,470.50	1.75%	Aaa	2.64
				5,418,930.00	0.22%	47,895.83	392,540.50	AA+	2.55
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	3,250,000.00	Various 2.96%	3,273,420.00	106.18	3,450,996.25	1.04%	A2	2.76
				3,273,420.00	1.26%	27,561.81	177,576.25	A-	2.62
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	1,500,000.00	Various 3.52%	1,454,530.00	106.07	1,591,051.50	0.48%	A2	2.76
				1,454,530.00	0.58%	9,916.67	136,521.50	A	2.66
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	3,000,000.00	Various 3.33%	2,982,300.00	107.49	3,224,724.00	0.97%	Aa2	2.81
				2,982,300.00	0.51%	41,748.92	242,424.00	AA	2.68
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	2,215,000.00	11/28/2018 3.54%	2,112,644.85	105.84	2,344,398.09	0.70%	Aa1	2.92
				2,112,644.85	0.39%	4,134.67	231,753.24	AA+	2.83

City of Corona Consolidated

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Holdings by Maturity

As of May 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	5,790,000.00	05/05/2020 0.39%	5,787,568.20	100.16	5,799,287.16	1.73%	Aaa	2.93
				5,787,568.20	0.32%	1,447.50	11,718.96	AA+	2.91
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	2,750,000.00	Various 2.21%	2,887,177.50	106.99	2,942,222.25	0.88%	A2	2.96
				2,887,177.50	1.53%	3,922.57	55,044.75	A-	2.81
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	5,735,000.00	05/20/2020 0.35%	5,717,737.65	99.79	5,723,099.88	1.71%	NR	2.98
				5,717,737.65	0.32%	358.44	5,362.23	AA+	2.96
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	1,200,000.00	05/15/2019 2.97%	1,228,680.00	106.28	1,275,336.00	0.38%	A2	2.98
				1,228,680.00	1.44%	720.00	46,656.00	A-	2.84
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	2,000,000.00	05/08/2019 2.67%	2,056,900.00	108.38	2,167,552.00	0.66%	Aa2	2.99
				2,056,900.00	0.57%	29,277.78	110,652.00	AA	2.83
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	4,550,000.00	Various 2.86%	4,527,967.50	107.63	4,897,228.70	1.48%	Aaa	3.05
				4,527,967.50	0.24%	56,306.25	369,261.20	AA+	2.91
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	930,000.00	07/11/2018 3.49%	928,391.10	105.78	983,716.80	0.30%	A3	3.12
				928,391.10	1.55%	12,210.13	55,325.70	A-	2.93
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	3,850,000.00	08/28/2018 3.03%	3,931,662.11	108.16	4,164,294.75	1.25%	NR	3.13
				3,931,662.11	0.75%	11,328.63	232,632.64	NR	2.90
89114QC48	Toronto Dominion Bank Note 3.5% Due 7/19/2023	1,910,000.00	07/27/2018 3.56%	1,904,461.00	109.19	2,085,553.83	0.63%	Aa1	3.13
				1,904,461.00	0.54%	24,511.67	181,092.83	AA-	2.96
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	2,300,000.00	08/06/2018 3.41%	2,299,057.00	106.96	2,460,020.20	0.74%	A1	3.19
				2,299,057.00	1.17%	24,328.89	160,963.20	A+	3.01
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	3,254,000.00	05/16/2019 2.79%	3,339,580.20	109.48	3,562,407.61	1.07%	A1	3.20
				3,339,580.20	0.46%	34,302.58	222,827.41	A	3.02
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,750,000.00	Various 2.97%	3,837,910.16	108.68	4,075,623.75	1.22%	Aaa	3.20
				3,837,910.16	0.76%	2,204.38	237,713.59	NR	3.09
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	2,260,000.00	10/03/2018 3.64%	2,258,146.80	106.80	2,413,763.62	0.72%	A3	3.36
				2,258,146.80	1.54%	11,606.04	155,616.82	A-	3.16
912828T91	US Treasury Note 1.625% Due 10/31/2023	5,000,000.00	05/29/2019 2.05%	4,909,960.94	104.81	5,240,625.00	1.57%	Aaa	3.42
				4,909,960.94	0.21%	7,065.22	330,664.06	AA+	3.33
3130A0F70	FHLB Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019 2.73%	3,602,165.00	110.42	3,864,805.00	1.17%	Aaa	3.52
				3,602,165.00	0.39%	56,765.63	262,640.00	AA+	3.30
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97	107.23	4,825,197.00	1.45%	Aaa	3.59
				4,588,417.97	0.22%	42,558.38	236,779.03	AA+	3.43

City of Corona Consolidated

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Holdings by Maturity

As of May 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88	109.28	5,464,060.00	1.64%	Aaa	3.71
				5,121,796.88	0.24%	40,418.95	342,263.12	AA+	3.53
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,892,023.48	04/22/2019 2.72%	3,919,845.37	106.12	4,130,320.32	1.23%	NR	3.72
				3,919,845.37	1.14%	9,421.94	210,474.95	AAA	3.46
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019 2.27%	1,045,410.00	110.47	1,104,651.00	0.33%	Aaa	3.77
				1,045,410.00	0.45%	7,493.06	59,241.00	AA+	3.56
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019 2.37%	4,000,280.00	107.11	4,284,264.00	1.28%	Aaa	3.77
				4,000,280.00	0.47%	21,902.78	283,984.00	AA+	3.61
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,270,000.00	03/26/2019 2.97%	1,286,078.20	108.77	1,381,354.87	0.41%	Aa3	3.78
				1,286,078.20	0.88%	9,172.22	95,276.67	A	3.56
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25	106.84	5,128,502.40	1.53%	Aaa	3.92
				4,833,281.25	0.24%	8,347.82	295,221.15	AA+	3.78
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40	109.13	6,001,902.51	1.81%	Aaa	4.04
				5,740,000.40	0.58%	73,352.43	261,902.11	AA+	3.79
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91	107.09	5,247,400.20	1.58%	Aaa	4.08
				4,942,253.91	0.25%	41,192.30	305,146.29	AA+	3.91
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85	104.07	744,113.37	0.22%	A1	4.21
				713,419.85	1.16%	4,526.35	30,693.52	A+	4.00
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38	108.82	5,441,210.00	1.63%	Aaa	4.21
				5,140,234.38	0.27%	34,907.28	300,975.62	AA+	4.01
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00	110.06	4,402,404.00	1.32%	Aaa	4.29
				4,206,760.00	0.50%	24,916.67	195,644.00	AA+	4.04
13063DRK6	California St Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45	104.81	3,547,750.80	1.06%	Aa2	4.34
				3,462,753.45	1.26%	13,540.00	84,997.35	AA-	4.11
3135G0W66	FNMA Note 1.625% Due 10/15/2024	4,080,000.00	Various 1.27%	4,143,283.20	105.15	4,290,254.64	1.28%	Aaa	4.38
				4,143,283.20	0.43%	8,471.67	146,971.44	AA+	4.23
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75	108.64	4,345,624.00	1.30%	Aaa	4.42
				4,090,468.75	0.28%	7,826.09	255,155.25	AA+	4.22
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00	104.98	3,779,298.00	1.13%	A2	4.42
				3,598,128.00	1.09%	6,750.00	181,170.00	A	4.20
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21	105.39	2,732,734.18	0.82%	A3	4.44
				2,624,484.21	0.91%	3,561.77	108,249.97	A	4.24
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15	104.63	4,336,888.63	1.30%	A1	4.56
				4,136,171.15	1.01%	30,684.51	200,717.48	AA-	4.33

City of Corona Consolidated

Account #10003

Holdings by Maturity

As of May 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	105.28 0.46%	4,442,718.94 26,858.55	1.33% 159,840.74	Aaa AA+	4.61 4.42
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	104.56 0.52%	6,875,017.25 29,313.54	2.06% 305,080.00	Aaa NR	4.71 4.53
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	103.96 0.29%	7,276,990.00 19,901.49	2.18% 168,982.19	Aaa AA+	4.75 4.62
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	100.49 0.52%	5,295,728.14 3,385.24	1.58% 36,584.34	NR AA+	4.90 4.81
TOTAL PORTFOLIO		320,795,815.42	1.98%	322,128,250.13	0.57%	333,664,578.18	100.00%	Aa1	2.47
TOTAL MARKET VALUE PLUS ACCRUED						1,555,628.08	11,536,328.05	AA	2.39
						335,220,206.26			

City of Corona Consolidated

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Issuer Report

As of May 31, 2020



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Government of United States	\$61,975,000.00	\$62,322,019.34	\$65,491,061.38	\$65,820,302.87	19.63%
Federal National Mortgage Association	\$50,030,000.00	\$49,951,605.15	\$51,238,183.38	\$51,411,670.82	15.34%
Federal Home Loan Mortgage Corp	\$43,212,546.87	\$43,667,594.64	\$45,233,227.89	\$45,375,197.22	13.54%
Federal Home Loan Bank	\$29,320,000.00	\$29,899,152.60	\$31,176,219.91	\$31,418,864.24	9.37%
Local Agency Investment Fund	\$23,373,322.35	\$23,373,322.35	\$23,373,322.35	\$23,440,104.15	6.99%
Inter-American Dev Bank	\$7,600,000.00	\$7,521,173.00	\$7,830,764.00	\$7,875,641.78	2.35%
John Deere ABS	\$7,477,706.29	\$7,529,266.78	\$7,582,417.33	\$7,590,575.01	2.26%
Honda ABS	\$5,360,779.37	\$5,351,083.36	\$5,425,200.45	\$5,428,778.20	1.62%
US Bancorp	\$4,145,000.00	\$4,136,171.15	\$4,336,888.63	\$4,367,573.14	1.30%
HSBC Holdings PLC	\$3,950,000.00	\$4,115,857.50	\$4,217,558.25	\$4,222,200.82	1.26%
Intl Bank Recon and Development	\$4,000,000.00	\$3,972,680.00	\$4,012,976.00	\$4,028,684.33	1.20%
Royal Bank of Canada	\$3,600,000.00	\$3,598,128.00	\$3,779,298.00	\$3,786,048.00	1.13%
Bank of New York	\$3,254,000.00	\$3,339,580.20	\$3,562,407.61	\$3,596,710.19	1.07%
State of California	\$3,385,000.00	\$3,462,753.45	\$3,547,750.80	\$3,561,290.80	1.06%
Toronto Dominion Holdings	\$3,180,000.00	\$3,190,539.20	\$3,466,908.70	\$3,500,592.59	1.04%
Deere & Company	\$3,350,000.00	\$3,349,540.50	\$3,473,223.00	\$3,495,658.00	1.04%
Bank of America Corp	\$3,250,000.00	\$3,273,420.00	\$3,450,996.25	\$3,478,558.06	1.04%
Honda Motor Corporation	\$3,190,000.00	\$3,186,537.90	\$3,397,480.42	\$3,421,296.59	1.02%
Oracle Corp	\$3,325,000.00	\$3,255,728.25	\$3,382,539.13	\$3,395,876.07	1.01%
JP Morgan Chase & Co	\$3,250,000.00	\$3,228,657.50	\$3,354,029.25	\$3,390,518.81	1.01%
ChevronTexaco Corp	\$3,000,000.00	\$2,982,300.00	\$3,224,724.00	\$3,266,472.92	0.97%
Paccar Financial	\$3,015,000.00	\$3,012,476.85	\$3,204,133.57	\$3,232,988.81	0.96%
Toyota Motor Corp	\$3,100,000.00	\$3,038,938.00	\$3,181,282.00	\$3,212,626.44	0.96%
PNC Financial Services Group	\$3,050,000.00	\$3,049,725.50	\$3,146,081.10	\$3,171,612.14	0.95%
IBM Corp	\$2,955,000.00	\$2,905,001.40	\$3,066,255.75	\$3,081,244.17	0.92%
General Dynamics Corp	\$2,970,000.00	\$2,949,150.50	\$3,041,992.80	\$3,046,942.80	0.91%
Microsoft	\$2,910,000.00	\$2,906,946.45	\$2,942,280.38	\$2,953,012.77	0.88%
Toyota ABS	\$2,725,171.21	\$2,754,019.70	\$2,768,822.98	\$2,772,408.09	0.83%
Exxon Mobil Corp	\$2,700,000.00	\$2,730,414.55	\$2,732,818.51	\$2,747,817.02	0.82%
Caterpillar Inc	\$2,593,000.00	\$2,624,484.21	\$2,732,734.18	\$2,736,295.95	0.82%

City of Corona Consolidated

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Issuer Report

As of May 31, 2020



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Berkshire Hathaway	\$2,500,000.00	\$2,425,225.00	\$2,661,622.50	\$2,676,136.39	0.80%
Chubb Corporation	\$2,545,000.00	\$2,556,986.95	\$2,560,437.97	\$2,564,990.69	0.77%
Charles Schwab Corp/The	\$2,250,000.00	\$2,273,392.50	\$2,367,814.50	\$2,388,683.25	0.71%
Nissan ABS	\$2,309,761.67	\$2,308,757.20	\$2,362,416.67	\$2,364,379.38	0.71%
Apple Inc	\$2,215,000.00	\$2,112,644.85	\$2,344,398.09	\$2,348,532.76	0.70%
Wal-Mart Stores	\$2,000,000.00	\$2,056,900.00	\$2,167,552.00	\$2,196,829.78	0.66%
State Street Bank	\$2,075,000.00	\$2,067,408.60	\$2,107,658.43	\$2,109,007.18	0.63%
International Finance Corp	\$1,685,000.00	\$1,680,046.10	\$1,704,293.25	\$1,717,562.63	0.51%
Verizon Owner Trust	\$1,390,000.00	\$1,389,892.83	\$1,423,971.60	\$1,424,795.56	0.43%
Home Depot	\$1,140,000.00	\$1,139,338.80	\$1,140,147.06	\$1,150,179.06	0.34%
Mercedes-Benz Auto Lease Trust	\$1,050,000.00	\$1,049,861.61	\$1,061,160.45	\$1,062,019.12	0.32%
Federated Govt Obligation Money Market Fund	\$389,527.66	\$389,527.66	\$389,527.66	\$389,527.66	0.12%
TOTAL	\$320,795,815.42	\$322,128,250.13	\$333,664,578.18	\$335,220,206.26	100.00%



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

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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

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



Benchmark Index	Disclosure
ICE BAML 1-5 Year US Treasury/Agency Index	The ICE BAML 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody’s, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies. (Index: GVA0. Please visit www.mlindex.ml.com for more information)

Portfolio Performance

May 31, 2020

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
7/31/2006			
8/31/2006	0.744%	0.530%	0.633%
9/30/2006	0.559%	0.506%	0.533%
10/31/2006	0.585%	0.445%	0.517%
10/31/2006	0.585%	0.445%	0.517%
11/30/2006	0.655%	0.488%	0.573%
12/31/2006	-0.102%	0.203%	0.044%
1/31/2007	0.159%	0.350%	0.250%
2/28/2007	1.021%	0.604%	0.798%
3/31/2007	0.334%	0.407%	0.372%
4/30/2007	0.403%	0.415%	0.409%
5/31/2007	-0.330%	0.247%	-0.031%
6/30/2007	0.360%	0.413%	0.390%
7/31/2007	0.984%	0.429%	0.672%
8/31/2007	0.940%	0.464%	0.809%
9/30/2007	0.824%	0.415%	0.728%
10/31/2007	0.451%	0.410%	0.443%
11/30/2007	1.608%	0.401%	1.392%
12/31/2007	0.414%	0.404%	0.413%
1/31/2008	1.952%	0.388%	1.600%
2/29/2008	0.908%	0.329%	0.730%
3/31/2008	0.102%	0.321%	0.164%
4/30/2008	-0.683%	0.278%	-0.482%
5/31/2008	-0.519%	0.263%	-0.340%
6/30/2008	0.310%	0.237%	0.288%
7/31/2008	0.468%	0.237%	0.406%
8/31/2008	0.494%	0.232%	0.431%
9/30/2008	-0.920%	0.227%	-0.704%
10/31/2008	0.620%	0.231%	0.549%
11/30/2008	2.483%	0.208%	2.067%
12/31/2008	2.145%	0.206%	1.875%
1/31/2009	-0.248%	0.175%	-0.192%
2/28/2009	0.166%	0.141%	0.160%
3/31/2009	0.639%	0.153%	0.555%
4/30/2009	0.500%	0.132%	0.454%
5/31/2009	0.334%	0.134%	0.307%
6/30/2009	-0.121%	0.114%	-0.067%
7/31/2009	0.518%	0.089%	0.428%
8/31/2009	0.662%	0.074%	0.544%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
9/30/2009	0.353%	0.062%	0.301%
10/31/2009	0.444%	0.054%	0.386%
11/30/2009	0.866%	0.050%	0.775%
12/31/2009	-1.061%	0.049%	-0.960%
1/31/2010	0.957%	0.048%	0.855%
2/28/2010	0.398%	0.041%	0.322%
3/31/2010	-0.270%	0.046%	-0.218%
4/30/2010	0.514%	0.048%	0.446%
5/31/2010	0.464%	0.047%	0.419%
6/30/2010	0.895%	0.042%	0.743%
7/31/2010	0.670%	0.049%	0.548%
8/31/2010	0.389%	0.043%	0.329%
9/30/2010	0.322%	0.041%	0.285%
10/31/2010	0.490%	0.041%	0.444%
11/30/2010	-0.447%	0.037%	-0.400%
12/31/2010	-0.424%	0.038%	-0.381%
1/31/2011	0.246%	0.038%	0.227%
2/28/2011	-0.060%	0.034%	-0.044%
3/31/2011	0.030%	0.037%	0.031%
4/30/2011	0.678%	0.050%	0.599%
5/31/2011	0.519%	0.036%	0.459%
6/30/2011	-0.059%	0.032%	-0.040%
7/31/2011	0.658%	0.046%	0.536%
8/31/2011	0.423%	0.031%	0.354%
9/30/2011	-0.178%	0.031%	-0.143%
10/31/2011	0.293%	0.035%	0.254%
11/30/2011	-0.053%	0.031%	-0.038%
12/31/2011	0.307%	0.030%	0.264%
1/31/2012	0.542%	0.035%	0.466%
2/29/2012	-0.011%	0.030%	-0.002%
3/31/2012	-0.125%	0.032%	-0.095%
4/30/2012	0.449%	0.029%	0.372%
5/31/2012	0.072%	0.031%	0.064%
6/30/2012	0.107%	0.030%	0.089%
7/31/2012	0.431%	0.029%	0.332%
8/31/2012	0.181%	0.030%	0.151%
9/30/2012	0.046%	0.028%	0.042%
10/31/2012	-0.035%	0.028%	-0.024%
11/30/2012	0.243%	0.026%	0.210%
12/31/2012	-0.043%	0.028%	-0.034%
1/31/2013	-0.100%	0.023%	-0.084%
2/28/2013	0.218%	0.022%	0.185%
3/31/2013	0.056%	0.024%	0.052%

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

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
11/30/2016	-0.814%	0.055%	-0.696%
12/31/2016	0.063%	0.074%	0.064%
1/31/2017	0.177%	0.065%	0.163%
2/28/2017	0.203%	0.059%	0.175%
3/31/2017	0.092%	0.062%	0.086%
4/30/2017	0.330%	0.071%	0.282%
5/31/2017	0.236%	0.079%	0.205%
6/30/2017	-0.062%	0.081%	-0.036%
7/31/2017	0.305%	0.086%	0.259%
8/31/2017	0.304%	0.092%	0.269%
9/30/2017	-0.233%	0.092%	-0.181%
10/31/2017	-0.032%	0.094%	-0.007%
11/30/2017	-0.269%	0.096%	-0.213%
12/31/2017	0.026%	0.105%	0.036%
1/31/2018	-0.471%	0.123%	-0.382%
2/28/2018	-0.167%	0.108%	-0.108%
3/31/2018	0.219%	0.129%	0.201%
4/30/2018	-0.200%	0.154%	-0.132%
5/31/2018	0.467%	0.151%	0.405%
6/30/2018	-0.007%	0.151%	0.030%
7/31/2018	-0.005%	0.218%	0.043%
8/31/2018	0.458%	0.169%	0.419%
9/30/2018	-0.167%	0.168%	-0.123%
10/31/2018	0.039%	0.232%	0.062%
11/30/2018	0.384%	0.180%	0.357%
12/31/2018	0.968%	0.196%	0.882%
1/31/2019	0.514%	0.241%	0.477%
2/28/2019	0.166%	0.185%	0.169%
3/31/2019	0.774%	0.206%	0.670%
4/30/2019	0.192%	0.233%	0.200%
5/31/2019	0.822%	0.208%	0.704%
6/30/2019	0.687%	0.201%	0.612%
7/31/2019	-0.046%	0.235%	0.008%
8/31/2019	1.074%	0.199%	0.993%
9/30/2019	-0.144%	0.186%	-0.113%
10/31/2019	0.331%	0.218%	0.320%
11/30/2019	-0.005%	0.169%	0.008%
12/31/2019	0.194%	0.177%	0.193%
1/31/2020	0.845%	0.202%	0.804%
2/29/2020	1.016%	0.150%	0.911%
3/31/2020	0.494%	0.151%	0.461%
4/30/2020	0.757%	0.172%	0.707%
5/31/2020	0.513%	0.115%	0.480%

City of Corona Consolidated

Account #10003

Corona Supplemental

As of May 31, 2020



Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
ABS	\$20,313,418.54	\$20,623,989.48	\$20,382,881.48	6.33%			
Agency	\$100,390,000.00	\$104,156,587.78	\$100,827,134.45	31.30%	1,559	1,011	3.761
CMO	\$22,172,546.87	\$23,491,043.40	\$22,691,217.94	7.04%			
Corporate	\$75,512,000.00	\$79,043,262.08	\$75,505,494.36	23.44%			
LAIF	\$23,373,322.35	\$23,373,322.35	\$23,373,322.35	7.26%	1	1	0.680
Money Market Fund FI	\$389,527.66	\$389,527.66	\$389,527.66	0.12%	1	1	0.150
Municipal Bonds	\$3,385,000.00	\$3,547,750.80	\$3,462,753.45	1.07%			
Supranational	\$13,285,000.00	\$13,548,033.25	\$13,173,899.10	4.09%			
US Treasury	\$61,975,000.00	\$65,491,061.38	\$62,322,019.34	19.35%	1,699	864	4.337
TOTAL PORTFOLIO	\$320,795,815.42	\$333,664,578.18	\$322,128,250.13	100.00%	1534	956	2.008
AVERAGE DAILY BALANCE			\$316,931,014.00				



Agenda Report

File #: 20-0588

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

DATE: 07/15/2020

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

FROM: Public Works Department
Department of Water and Power

SUBJECT:

City Council and Corona Utility Authority consideration of adopting the Plans and Specifications for the Mangular Blending Facility, Project No. 2018-13; award bid No. Notice Inviting Bid (NIB) 20-054CA and approve a Construction Contract with R C Foster Corporation in the amount of \$9,486,822.45; and award RFP No. 20-053CA and approve a Professional Services Agreement with Dudek to provide Construction Management and Inspection Services, in the amount of \$663,217.00.

RECOMMENDED ACTION:

That the:

- a. City Council adopt the Plans and Specifications for the Mangular Blending Facility ("Project"), Project No. 2018-13.
- b. City Council award the bid, NIB 20-054CA, to R C Foster Corporation, the lowest responsive, responsible bidder, for the total bid amount of \$9,486,822.45, and waive any and all minor irregularities in the bidding document as submitted by said bidder.
- c. City Council authorize the City Manager, or Acting Public Works Director, to execute the Construction Contract with R C Foster Corporation, in the amount of \$9,486,822.45, and approve necessary change orders up to ten percent (10%) of the contract amount.
- d. City Council authorize the Purchasing Manager to issue a purchase order to R C Foster Corporation in the amount of \$ 9,486,822.45.

- e. City Council award Request for Proposals (RFP) 20-053CA, titled, "Construction Management and Inspection Services for Mangular Blending Facility" to Dudek, in the amount of \$663,217.00, and waive any and all minor irregularities in the proposal.
- f. City Council authorize the City Manager, or Acting Public Works Director, to execute the Professional Services Agreement with Dudek, in the amount of \$663,217.00, and approve necessary change orders up to ten percent (10%) of the contract amount.
- g. City Council authorize the Purchasing Manager to issue a purchase order to Dudek, in the amount of \$663,217.00.
- h. City Council authorize an appropriation of \$21,056.00 from the 2012 Water Revenue Bond Fund 453 to the Capital Improvement Project (6589) titled, "Mangular Blending Facility" and a decrease to the Water Utility Fund 570 appropriation by the same amount.
- i. Corona Utility Authority (CUA) review, ratify, and to the extent necessary, direct the City Council to take the above actions.

ANALYSIS:

The Project will construct a new potable water blending facility with pumping and disinfection facilities to enable the use of groundwater from the Temescal Groundwater Basin. The 2.0-million-gallon Mangular Tank, located at the east end of Mangular Park on Department of Water and Power property, is one of two 905 Zone domestic water storage and blending facilities serving the City of Corona. The Mangular Blend Facility primarily serves the west end of Corona. The Garretson Blend Facility, adjacent to Santana Park at Ontario Avenue and Magnolia Avenue, serves the east side of Corona. Existing water storage, blending, and pumping facilities at Mangular Park include a buried rectangular hopper-bottom reinforced concrete water tank with an at-grade tennis court roof and an overflow elevation of 905-ft, a blending facility with pressure reducing and control valves inside a vault, and a single water booster pump in a vault to pump blended water to the 1060 Zone water distribution system.

The tank receives water with elevated nitrate concentrations from City-owned wells 11, 12, 14, 15, and 27, via a well collector line at flow rates ranging from 1,000 gpm to 3,800 gpm. The site receives lower nitrate treated blend water via a 1060 Zone transmission main (Crosstown Feeder) in Ontario Avenue, providing the flexibility of using blend water from either the Lester Water Treatment Plant or the Sierra del Oro Water Treatment Plant. The source of blend water is adjusted on a seasonal basis. The well water will be blended with the 1060 Zone blend water to achieve targeted nitrate concentrations in the blended water prior to discharge to the Mangular Tank.

The Project will include:

1. Nitrate samplers and a motor operated sleeve valve to control the blend rate and nitrate levels in water discharged to the Mangular Tank.
2. Two 150-hp 2,500-gpm pumps to pump blended water from the 905 Mangular Tank to the

1060 Zone water distribution system.

3. Three 150-hp 1,250-gpm pumps to pump blended water from the 905 Manglar Tank to the 1220 Zone water distribution system.
4. A 1-megawatt standby electrical generator.
5. Chemical storage and pumping facilities injecting sodium hypochlorite and ammonia to disinfect the blended water.
6. Various on-site and off-site waterlines including 16-inch, 20-inch, and 24-inch pipes connecting the well collection line, cross-town feeder, tank inlet piping, tank discharge piping, and connections from the new facility to the existing 905-Zone, 1060-Zone and 1220-Zone water distribution systems.
7. New Southern California Edison electrical power service.
8. A mechanical and electrical equipment building to be constructed of masonry block set into the existing slope and surrounded by landscaping to reduce noise and minimize the visual impact to the park.

The Project location and limits are shown on Exhibit "A."

The Plans for the Project were completed by HDR and reviewed by City staff. The specifications were prepared by City staff.

The Project was advertised for bids on April 23, 2020, per Corona Municipal Code and Public Contract Code requirements and is ready for adoption and award. On June 9, 2020, two (2) valid bids were received from prequalified contractors through the PlanetBids bidding service.

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

Contractor		Location	Bid Schedule
Engineer's Estimate			\$9,055,754.00
1	R C Foster Corporation	Corona, CA	\$9,486,822.45
2	Pascal & Ludwig Constructors	Ontario, CA	\$9,761,256.00
	Pacific Hydrotech Corporation	Perris, CA	Not responsive (no bid bond)

A nonresponsive bid without a bid bond was received from Pacific Hydrotech Corporation in the amount of \$9,243,755. A determination was made by the City Attorney's office that under Public

Contract Code §20171, failure to submit a bid bond is a defect the City cannot waive.

Staff reviewed all bids received and recommends awarding the contract based on the Bid Schedule for a total contract amount of \$9,486,822.45 to R C Foster Corporation, as the lowest responsive, responsible bidder. All licenses and references for R C Foster Corporation have been reviewed and verified by City staff, and all other documentation is in order.

On March 18, 2020, RFP 20-053CA was advertised seeking construction management and inspection services for the Project. In addition to construction management and inspection services, the scope of work includes soils and materials testing, and public outreach services. On April 16, 2020, seven (7) proposals were received through the PlanetBids bidding service. Proposals were subsequently reviewed by a panel of City staff, an engineer employed by another public agency, and the contract project manager. The proposal from Michael Baker was considered non-responsive as the company took significant exceptions to Corona's professional liability insurance requirements, which is inconsistent with City Risk Management policies. The following is a summary of the proposal scoring results:

Firm	Location	Total Score (100%)*
Dudek	San Marcos, CA	94.4
Albert A. Webb & Associates	Riverside, CA	86.3
Butier Engineering	Tustin, CA	82.9
MKN	Newhall, CA	82.1
Ardurra Group	El Segundo, CA	76.8
AKM Consulting Engineers	Irvine, CA	74.3
Michael Baker	Ontario, CA	Non-Responsive

*Based on Qualifications of Firm (10%), Qualifications of Personnel (40%), Work Plan/Project Understanding and Approach (40%), and Value (10%).

Staff believes the Dudek Construction Management team possesses the skills and experience necessary to successfully execute the scope of work for the project. The construction manager proposed for this project has a successful track record of managing Corona Department of Water and Power (DWP) projects of a similar nature and complexity and will be supported by specialty firms and individuals with a similar record of success on previous Corona DWP projects. During bid advertising, the City extended the construction contract time in recognition of the current challenges with materials and equipment procurement and potential delays to the project. Staff negotiated the scope of work and fee with Dudek to adjust the labor hours to provide a better fit with the anticipated schedule and the effort required to successfully manage construction of the project.

Construction is tentatively scheduled to commence in September 2020, with completion anticipated in October 2021.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

These projects will achieve one of the City's six strategic plan goals of 1. Promote Public Safety; Objective C: Ensure adequate funding for investments and improvements in infrastructure that support public safety.

FISCAL IMPACT:

Funding for construction of the Project including the construction management, inspection, and all other necessary costs above current committed funds, will be partially provided by 2012 Water Revenue Bond Funds issued for \$35,880,000. The bond proceeds allocated to the Mangular Blending Facility is \$7,762,620, which includes \$372,276 in interest earned and balance from the cost of issuance. Total Project cost is estimated to be \$13,650,000.

Total Project costs of \$13,650,000 will be paid out of the 2012 Water Revenue Bond Fund 453 and the Water Utility Fund 570 within Capital Improvement Project (6589) titled, "Mangular Blending Facility".

The estimated Project cost is outlined as follows:

Design, Permitting, Bidding, and Administration.....	\$1,080,000
Construction	\$10,560,000
City and Consultant Construction Support.....	\$1,060,000
Contingency.....	\$950,000
Total Construction Cost.....	\$13,650,000

Additionally, approval of the recommended actions will result in an appropriation of \$21,056 from the 2012 Water Revenue Bond Fund 453 to the Capital Improvement Project (6589) titled, "Mangular Blending Facility" and a decrease to the Water Utility Fund 570 appropriation by the same amount.

Fund	07/01/20 Est. Working Capital	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Working Capital Impacts	06/30/21 Est. Working Capital
2012 Water Revenue Bond Fund 453	\$662,767	\$0	(\$641,710)	Appropriation (\$21,056)	\$0
Water Utility Fund 570	\$5,452,447	\$58,938,149	(\$63,497,145)	Reduce Appropriation \$21,056	\$914,507

ENVIRONMENTAL ANALYSIS:

The City of Corona Groundwater Management Plan (GWMP) Program Environmental Impact Report (PEIR) was adopted on May 2, 2012. The GWMP identified eight general categories of management strategies and defined 25 specific management strategies for implementation of the GWMP, which are intended to facilitate a sustainable groundwater resource supply for the City. The Project was included in one of the specific management strategies within the PEIR under Groundwater Treatment Process Improvements. Within that management strategy, the Groundwater Blending Program was identified as a process benefitting the City by lowering nitrate levels to allow groundwater extraction to continue in areas of high nitrate levels resulting from historical activities including agriculture. An environmental evaluation of the Project was prepared in an Initial Study to analyze all impacts associated with the Project. The environmental evaluation confirmed the Project will cause no new or

substantially greater significant impacts, and all mitigation measures identified in the GWMP applicable to this Project will be implemented. The PEIR Addendum for the Project was adopted on November 6, 2019.

The Corona DWP held community public meetings at Adams Elementary School on August 21, 2012, June 3, 2014, and March 23, 2016, and at Mangalar Park on September 11, 2018 to present information about the proposed Project.

PREPARED BY: VERNON R. WEISMAN, P.E., DISTRICT ENGINEER

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

REVIEWED BY: TOM MOODY, GENERAL MANAGER

REVIEWED BY: SCOTT BRIGGS, PURCHASING SPECIALIST V

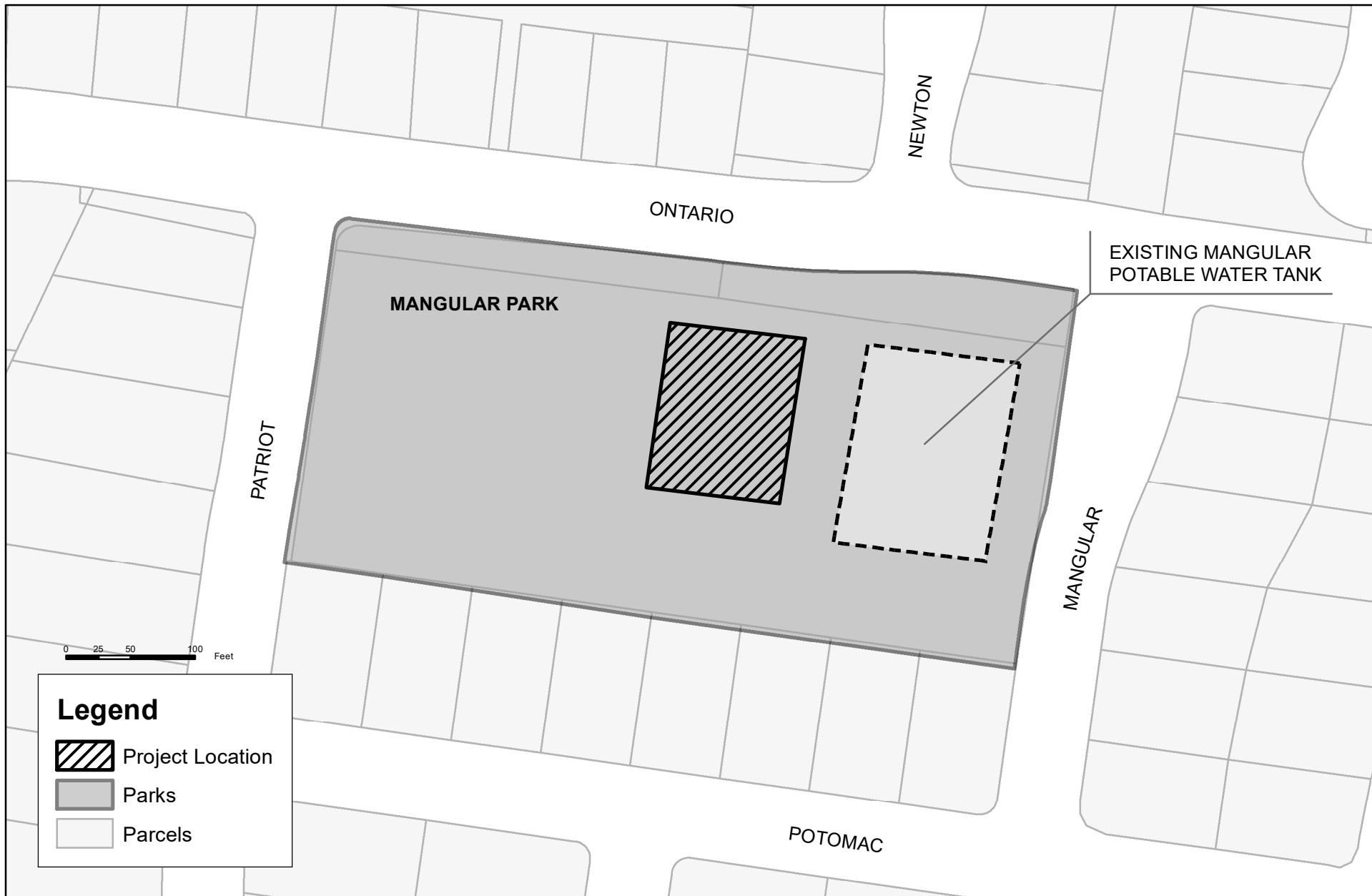
REVIEWED BY: KIM SITTON, ACTING ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

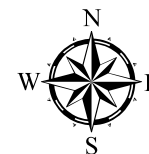
SUBMITTED BY: JACOB ELLIS, CITY MANAGER & EXECUTIVE DIRECTOR

Attachments:

1. Exhibit A - Location Map
2. Construction Contract
3. Professional Services Agreement



City of Corona **EXHIBIT A** **MANGULAR BLENDING FACILITY**



CONTRACT

THIS CONTRACT is made this **15th** day of **July, 2020**, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and **RC Foster Corporation**, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

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

MANGULAR BLENDING FACILITY, NIB 20-054CA

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

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **270 WORKING DAYS** from the commencement date stated in the Notice to Proceed. The Notice to Proceed commencement date will be effective **15 WORKING DAYS** following the pre-construction meeting providing a Move-In period for the contractor to deliver initial submittals, obtain permits, order materials, and perform any other administrative work necessary in preparation to mobilize materials and equipment at the job site. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Nine Million Four Hundred Eighty-six Thousand Eight Hundred Twenty-two Dollars and Forty-five Cents (\$9,486,822.45)**. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,800.00** for each and every working day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

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

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CONTRACT

Notice Inviting Bids
Instructions to Bidders
Contractor's Bid Forms
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

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

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

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

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

ARTICLE 8. PREVAILING WAGES. Contractor is aware of the prevailing wage requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning April 1, 2015, no contractor or

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CONTRACT

subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may obtain a copy of the prevailing wages from City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

ARTICLE 9. ASSIGNMENT/CORONA UTILITY AUTHORITY. Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Contract is deemed to be a "material contract" under either of the CUA Management Agreements, the following provisions shall apply: (1) City enters into this Contract on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s); and (2) Contractor has no right to terminate this Contract, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Contract on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

[SIGNATURES ON FOLLOWING PAGE]

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

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CONTRACT

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(UPDATED: 03-15)

CITY OF CORONA

By:

Tom Moody
General Manager

Reviewed By:

Tom Koper
Acting Public Works Director

Reviewed By:

Vernon R. Weisman, P.E.
District Engineer

Reviewed By:

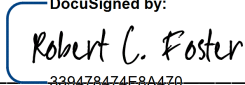
Scott Briggs
Purchasing Specialist V

Attest:

Sylvia Edwards, City Clerk
City of Corona, California

RC FOSTER CORPORATION

By:

DocuSigned by:

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Robert C. Foster
President and Secretary

569693

License Number

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH DUDEK
(CONSTRUCTION MANAGEMENT & INSPECTION SERVICES – MANGULAR
BLENDING FACILITY)**

1. PARTIES AND DATE.

This Agreement is made and entered into this **15th** day of **July, 2020** (“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 **Dudek**, a California corporation with its principal place of business at **605 Third Street, Encinitas, California 92024** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the **Mangular Blending Facility, RFP 20-053CA project** (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **August 1, 2020 to March 31, 2022** (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

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

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

3. 2. 3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3. 2. 4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **George Litzinger, PE, Marius Jaskula, PE/CCM and Jeff Schippers.**

3. 2. 5 City's Representative. The City hereby designates **Tom Moody, General Manager**, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his designee.

3. 2. 6 Consultant's Representative. Consultant hereby designates **George Litzinger, PE**, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3. 2. 7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Consultants and other staff at all reasonable times.

3. 2. 8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its

sub-Consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3. 2. 9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3. 2. 9. 1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3. 2. 9 or any of its sub-sections.

3. 2. 9. 2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, Consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3. 2. 9. 1.

3. 2. 9. 3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer

of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, Consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3. 2. 9. 1 or 3. 2. 9. 2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3. 2. 9. 2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3. 2. 9. 4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3. 2. 9. 5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3. 2. 9. 6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3. 2. 10 Insurance.

3. 2. 10. 1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3. 2. 10. 2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of

the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

(B) Minimum Limits of Insurance. **\$1,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3. 2. 10. 3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000 per claim or occurrence, \$2,000,000 aggregate.** Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 minimum per claim or occurrence or \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

3. 2. 10. 4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

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

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

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

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

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

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

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

3. 2. 10. 6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services

under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3. 2. 10. 7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3. 2. 10. 8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A. M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A. M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3. 2. 10. 9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3. 2. 10. 10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant’s insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3. 2. 10. 11 Sub-Consultants. All sub-Consultants shall comply with each and every insurance provision of this Section 3. 2. 10. Consultant shall therefore not allow any sub-Consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-Consultant has secured all insurance required under this Agreement.

3. 2. 10. 12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3. 2. 10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3. 2. 11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

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

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Six Hundred Sixty-three Thousand Two Hundred Seventeen Dollars (\$663,217.00)** (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which

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

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

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

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

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

3. 5. 2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3. 5. 3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3. 5. 4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent,

copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3. 5. 5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3. 6 General Provisions.

3. 6. 1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

Dudek
605 Third Street
Encinitas, CA 92024
Attn: George Litzinger, PE

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Tom Moody, General Manager
Department of Water & Power

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

3. 6. 2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to

property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, Consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials' officers, employees, agents, or volunteers.

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

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

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

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

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

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if

an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3. 6. 7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3. 6. 8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3. 6. 9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3. 6. 10 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3. 6. 6, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3. 6. 11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3. 6. 12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3. 6. 13 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3. 6. 14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3. 6. 15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3. 6. 16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3. 6. 17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH DUDEK
(CONSTRUCTION MANAGEMENT & INSPECTION SERVICES – MANGULAR
BLENDING FACILITY)

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

CITY OF CORONA

By: _____
Tom Moody
General Manager

Reviewed By:

Tom Koper, PE
Acting Public Works Director

Reviewed By:

Vernon R. Weisman, PE
District Engineer

Reviewed By:

Scott Briggs
Purchasing Specialist V

Attest:

Sylvia Edwards, City Clerk
City of Corona, California

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH DUDEK
(CONSTRUCTION MANAGEMENT & INSPECTION SERVICES – MANGULAR
BLENDING FACILITY)

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

DUDEK
a California corporation

By: _____
Signature

Name

Title (President, VP or CEO)

By: _____
Signature

Name

Title (Secretary, Treasurer or CFO)

EXHIBIT "A"

SCOPE OF SERVICES

Consultant, acting as an agent of City, shall provide construction management, inspection, administrative, geotechnical and materials testing, public outreach and related services as required to manage the construction contract and monitor and coordinate activities of the Contractor to complete the Project in accordance with City's objectives for cost, time, and quality. Consultant shall provide sufficient organization, personnel, and management to carry out the requirements of the City. Consultant shall provide all necessary instruments, tools, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely. In addition to the requirements specified elsewhere in this contract, the following also shall apply:

1. Consultant shall conform to the safety provisions of OSHA's Construction and Safety Manuals.
2. Consultant's personnel shall wear safety hard hats, safety vests, safety glasses, steel-toed shoes, or other approved attire at all times while working in the field.
3. Consultant shall provide appropriate safety training for all Consultant's personnel required to work on and near the Project site.
4. All safety equipment and personnel protective devices and gear shall be provided by the Consultant.

A. SCHEDULE OF PERFORMANCE

Consultant shall provide a combination of Construction Manager, Field Inspector, Geotechnical and Materials Testing Technician/Inspector, Public Outreach professional, and Administrative Aide with significant experience in administering construction contracts, maintaining records, tracking schedules, and inspecting projects similar in magnitude and scope.

It is anticipated the Construction Manager/Inspector and administrative support will be required part-time after the pre-construction meeting transitioning to full time for the Construction Manager/Inspector after the contractor is given the Notice to Proceed and mobilizes for construction. Other personnel will be added when their services are required and as indicated by the Consultant's accepted current staffing plan. Personnel assigned to the contract on a full-time basis shall remain assigned to the contract for the duration of the contract. Construction management/inspection and administrative support will transition to part-time at the conclusion of construction and will include project documentation and close-out support.

B. THE FOLLOWING PRESENTS THE SCOPE OF SERVICES FOR CONSTRUCTION MANAGEMENT, INSPECTION, SOILS AND MATERIALS TESTING, AND PUBLIC OUTREACH SERVICES.

Under the direction of the City Project Manager, the Consultant shall perform construction management, inspection, soils and materials testing, and public outreach services, as well as office engineering and field calculations to support the construction of the Project.

1. Construction Management

The Construction Manager is required to supervise the activities of the construction management team, monitor the Contractor's progress, and report to the City Project Manager.

In addition, the Construction Manager, may perform field inspection tasks listed below that fall within his area of expertise.

In general, the Construction Manager shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the project. Construction Manager shall be able to understand and interpret Plans and Specifications and shall be familiar with the Construction Specifications Institute (CSI) specifications system, Greenbook (Standard Specifications for Public Works Construction), City Standards, and OSHA Construction Safety Orders. Construction Manager shall be able to interact professionally with City personnel, contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. Construction Manager shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing. Under the direction of the City's Project Manager, the Construction Manager will assume the following functional responsibilities and shall possess experience in all of these areas:

- a. Provide continuous construction management of the work of the Contractor at the site when being performed. Monitor the work of the Contractor for compliance with the Contract Documents and review testing and inspection reports.
- b. Provide field inspection or assist any Field Inspector(s) in performance of inspection tasks, as necessary, to ensure all work is in compliance with project plans and specifications and per federal, state and local requirements.
- c. Prepare daily activities reports.
- d. Prepare monthly progress reports.
- e. Schedule and attend construction progress meetings. Prepare agendas and meeting minutes for construction progress meetings.
- f. Identify actual and potential problems associated with the Project and recommend sound engineering solutions to the City.

- g. Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and Project personnel.
- h. Prepare calculations, records, reports, and correspondence related to Project activities and progress pay estimates.
- i. Verify the Contractor maintains the record drawings up-to-date during construction.
- j. Analyze the Project Plans and Specifications for possible errors and deficiencies and report such findings to the City's Project Manager.
- k. Schedule, track, and document field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests. The City will employ and pay for the services of independent third-party testing laboratories and inspectors not included in the scope of work.
- l. Observe setup and implementation of traffic control measures and ensure compliance with engineered traffic control plans and the California MUTCD.
- m. Observe installation and testing of electrical, instrumentation and control systems within the limits of his/her knowledge and experience.
- n. Prepare quantity measurement and calculations for progress pay estimates, documentation of Contractor work performance and project events, keeping records of extra work performance, implementation of minor changes in the work, implementation of revisions to the plans and specifications, and development of estimates for contract change orders. Review extra work invoices.
- o. Prepare contract change orders on City-provided forms within 30 calendar days of completion of change order work. Prepare balancing change order to identify extra works costs and credits for deleted or reduced work within 30 calendar days of project completion.
- p. Prepare Force Account extra work reports and potential claim reports and be available to attend and support any change order and claim settlements meetings.
- q. Review Contractor's schedule update data and status reports.
- r. Report promptly to the City's Project Manager and notify the Contractor of safety violations observed during the inspection of Work.
- s. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
- t. Prepare weekly statement of working days and deliver to Contractor on a weekly basis.
- u. Fill out incident (accident) reports and deliver to the City's Project Manager within 72 hours of an incident or accident.
- v. Report by telephone or text to the City's Project Manager or Public Works management any incident on or near the project, or related to the project activities,

involving a response by emergency personnel, altercation or dispute with members of the public, or regulatory actions taken by an authorized government agent.

- w. Photograph construction progress and key elements of construction daily. Store photos on a share file site not less than weekly.
- x. Submit daily inspection reports by e-mail daily to the City's Project Manager and selected Public Works management personnel.
- y. Prepare checklists and schedule of critical startup and commissioning items.
- z. Coordinate instrumentation and control system integration and startup with the City, the City's system integrator, Contractor, electrical sub-contractor, and design engineer to facilitate a successful startup and commissioning effort.
- aa. Document all Contractor delays, reasons for delay, length of time for delay, and phases of work.
- bb. Assist in the preparation of "As-Built" plans and other record documents.
- cc. Prepare a punch list of incomplete or unsatisfactory items for the Contractor to complete and participate in final inspections.
- dd. Normal working hours are between 7:00 a.m. and 5:00 p.m. with a lunch break, subject to minor adjustments based on contractor's schedule.
- ee. Perform other related duties as required.
- ff. Maintain continuous communication with the City's Project Manager and other field personnel and staff.

2. Field Inspection

The number of Consultant inspection personnel required for the Project is expected to vary based on the needs of the Project. One or more Field Inspectors may be required depending on their knowledge, skills, abilities, experience, certifications, the construction activities in progress, and the availability of the Construction Manager. In general, a Field Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the project in their area of expertise. Field Inspector(s) shall be able to understand and interpret Plans and Specifications and shall be familiar with the Construction Specifications Institute (CSI) specifications system, Greenbook (Standard Specifications for Public Works Construction), City Standards, and OSHA Construction Safety Orders. Field Inspector(s) shall be certified in cases where special inspection is required and not otherwise provided by the City through third-party testing. Field Inspector(s) shall be able to interact professionally with City personnel, contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. Field Inspector(s) shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing. Under the direction of the Construction Manager, Field

Inspector(s) will assume the following functional responsibilities and shall possess experience in all of these areas:

- a. Provide continuous inspection of the Work of the Contractor at the site when being performed. Provide inspection of Work at off-site locations when required to ensure compliance with Construction Contract requirements. Observe the work of the Contractor for compliance with the Contract Documents and review testing and inspection reports.
- b. Perform and assist in performing the daily duties of construction quality assurance inspection and engineering including: excavation, compaction, subgrade inspection, backfill, base, paving, structures inspection, electrical inspection, welding inspection, drainage system inspection, underground utility construction inspection, quantity calculations, checking grade and alignment, monitoring construction site cleanliness, observing materials sampling and testing, and ensuring that all work is in compliance with project plans and specifications and per federal, state and local requirements.
- c. Prepare daily activities reports.
- d. Attend construction progress meetings as required.
- e. Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
- f. Prepare calculations, records, reports, and correspondence related to project activities and progress pay estimates.
- g. Review the Contractor's as-built drawings on a weekly basis to verify they are being updated as construction progresses.
- h. Analyze the Project Plans and Specifications for possible errors and deficiencies and report such findings to the Construction Manager.
- i. Observe the performance of a variety of field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests. The City will employ and pay for the services of independent third-party testing laboratories and inspectors not included in the scope of work. Consultant's inspectors shall observe and report on the performance of all tests and special inspections performed by independent third-party testing laboratories and inspectors to ensure compliance with the Construction Contract requirements (federal, state and local) requirements.
- j. Observe setup and implementation of traffic control measures and ensure compliance with engineered traffic control plans and the California MUTCD.
- k. Observe installation and testing of electrical, instrumentation, and control systems.
- l. Special inspection as identified on the construction drawings and as required by building code.

- m. Assist the Construction Manager with quantity measurement and calculations for progress pay estimates, documentation of Contractor work performance and project events, keeping records of extra work performance, implementation of minor changes in the work, implementation of revisions to the plans and specifications, and development of estimates for contract change orders. Review extra work invoices.
- n. Assist in preparing Force Account extra work reports and potential claim reports and be available to attend and support any change order and claim settlements meetings.
- o. Assist in review of Contractor's schedule update data and status reports.
- p. Report promptly to the Construction Manager and notify the Contractor of safety violations observed during the inspection of Work.
- q. Report by telephone or text to the City's Project Manager or Public Works management any incident on or near the project, or related to the project activities, involving a response by emergency personnel, altercation or dispute with members of the public, or regulatory actions taken by an authorized government agent.
- r. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
- s. Fill out incident (accident) reports within 72 hours of an incident or accident.
- t. Photograph construction progress and key elements of construction daily. Store photos on a share file site not less than weekly.
- u. Prepare checklists and schedule of critical startup and commissioning items.
- v. Coordinate instrumentation and control system integration and startup with the City, the City's system integrator, Contractor, electrical sub-contractor, and design engineer to facilitate a successful startup and commissioning effort.
- w. Assist in the preparation of "As-Built" plans and other record documents.
- x. Assist in the preparation of a punch list of incomplete or unsatisfactory items for the Contractor to complete and participate in final inspections.
- y. Normal working hours are between 7:00 a.m. and 5:00 p.m. with a lunch break, subject to minor adjustments based on contractor's schedule.
- z. Perform other related duties as required.
- aa. Maintain continuous communication with the Construction Manager and other field personnel and staff.

3. Geotechnical and Materials Testing and Inspection

Consultant shall provide geotechnical and materials testing and inspection services for the Project. The Contractor's schedule shall determine the timing of services required.

Services will be scheduled by the Consultant's Construction Manager. Geotechnical and materials testing and inspection services shall include:

- a. Geotechnical relative compaction testing of structural foundation and backfill, building footings, retaining wall footings, pipeline bedding and backfill, and relative compaction testing for asphalt concrete. Testing shall be required at least daily during pipeline construction, and as required for structural foundation and backfill. Consultant shall budget for at least 4 hours of compaction testing per day of pipeline construction.
- b. Laboratory maximum dry density and optimum moisture content test of the soil and aggregates.
- c. Preparation of daily field reports to include results of the field compaction testing and laboratory testing to confirm if bedding, backfill subgrades and pavements are installed in accordance to the plans and specifications.
- d. Inspection/sampling of concrete placement, including compressive strength testing of concrete cylinders. One cylinder shall be broken at 7 days, one at 14 days, and two at 28 days. A fifth cylinder shall be collected but will not be broken unless necessary due to low strength results. Provide compressive strength testing reports within two business days of testing.
- e. Masonry block wall inspection and sampling/testing of masonry block and grout for compressive strength.
- f. Special inspection as identified on the construction drawings and as required by building code.

Consultant services and personnel required for the Project are expected to vary throughout the duration of the Project

4. Public Outreach

Consultant shall provide construction phase public outreach to residents, schools, and businesses affected by construction activities. A public outreach effort is being implemented to provide timely and useful information to owners and occupants of private residences neighboring the Project site regarding traffic impacts, construction noise, schedule, access to public facilities, and general questions about the Project. Outreach shall include but not be limited to:

- a. Prepare and distribute by mail written notices, handouts, newsletters, project fact sheets, ads, brochures, and traffic advisories.
- b. Attend up to two (2) public meetings and contact residents in person, as necessary, to address complaints and provide information.
- c. Respond to general public inquiries and complaints.
- d. Electronic communication and phone calls.
- e. Project database to identify and track communication with residents, businesses, and stakeholders.
- f. Setup project informational website and provide a telephone "hotline" for public to contact with inquiries and complaints.

- g. Coordination directly with the City's Project Manager and Construction Manager in order to disseminate and report information in a timely manner.

C. DELIVERABLES

1. Construction Management

Consultant shall create, maintain and deliver to the City the following construction management documentation and deliverables:

- a. Monthly progress reports, weekly Statement of Working Days, and extra-work performance reports.
- b. Force account extra work reports and potential claim reports.
- c. Monthly Consultant progress reports prepared by the Consultant's Project Manager and submitted with invoices for professional services.
- d. Contractors schedule updates and status reports.
- e. Construction meeting agendas and minutes.
- f. Field measurement reports, notes, and observations, and all reports, calculations and other applicable documents prepared for the project as required by City procedures.
- g. Shop drawings, equipment submittals, and materials submittals reviewed by the City and the Consultant.
- h. Requests for Information (RFI's) and responses to RFI's.
- i. Implementation records of minor revisions to plans and specifications.
- j. Quality control tests and third-party inspection reports and findings.
- k. Contractor's progress payment requests.
- l. Contract change orders.
- m. Project correspondence including, but not limited to, letters, memorandums, e-mails, and phone conversation records.
- n. Safety violations.
- o. Incident (Accident) reports.
- p. Punch list of items necessary for completion as part of final inspection.
- q. Contractor's as-built drawings and field sketches

2. Inspection

Consultant shall create, maintain and deliver to the City the following inspection documentation and deliverables:

- a. Daily inspection reports and extra-work diaries delivered by e-mail within 2 working days of the work described in the reports.
- b. Photographs. Make photos available during construction in a file format facilitating retrieval by the City. Within 30 days following construction completion, deliver photo library to the City on a portable memory device. Edit photo library to remove duplicate photos and photos not pertinent to construction activities or project documentation. Organize photos in folders by date and subject matter.

3. Geotechnical and Materials Testing

- a. Daily field reports to include results of the field compaction testing and laboratory testing to confirm if bedding, backfill subgrades and pavements are installed in accordance to the plans and specifications.
- b. Concrete sample test results.
- c. Cement mortar grout sample test results.
- d. Final geotechnical and materials testing report documenting the Project soils and materials testing results, including maps showing locations of tests, summary of test results, and appendices with field reports.

4. Public Outreach

- a. Public outreach plan identifying outreach schedule, types of communication to be distributed, and plan for coordination with construction management team and City staff.
- b. Drafts of all print materials for City review and editing, and proofs of all print material prior to distribution.
- c. Project database identifying all records of communication with residents, businesses, and stakeholders.
- d. Distribution of all communications to the public.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

[PROJECT SCHEDULE INCLUDED ON FOLLOWING TWO PAGES]

City of Corona
Department of Water and Power
Manglar Blending Facility

ID	Task Name	Start	Duration	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quar	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	Milestones	Thu 3/19/20	407 days	Mon 10/11/21																							
2	Final Submittal to City	Thu 3/19/20	0 days	Thu 3/19/20																							
3	Bid Opening	Thu 5/21/20	0 days	Thu 5/21/20																							
4	Project Complete	Mon 10/11/...	0 days	Mon 10/11/21																							
5	Task 3--Final Engineering	Mon 1/6/20	54 days	Thu 3/19/20																							
6	Screencheck Submittal	Mon 1/6/20	48 days	Wed 3/11/20																							
7	Screencheck Submittal Preparation	Mon 1/13/20	41 days	Mon 3/9/20																							
8	Prepare Specifications - City	Mon 1/6/20	35 days	Fri 2/21/20																							
9	City Review	Tue 3/10/20	2 days	Wed 3/11/20																							
10	Final Submittal	Thu 3/12/20	6 days	Thu 3/19/20																							
11	Final Submittal of Signed Plans	Thu 3/12/20	6 days	Thu 3/19/20																							
12	Task 4--Bidding Services	Wed 2/5/20	135 days	Tue 8/11/20																							
13	Prepare Bid Documents	Wed 2/5/20	30 days	Tue 3/17/20																							
14	Bid Advertisement	Mon 4/20/20	0 days	Mon 4/20/20																							
15	Bidding	Mon 4/20/20	24 days	Thu 5/21/20																							
16	Last Date for Contractor RFI's	Wed 5/13/20	0 days	Wed 5/13/20																							
17	Issue Addendum	Mon 5/18/20	0 days	Mon 5/18/20																							
18	Bid Opening	Thu 5/21/20	0 days	Thu 5/21/20																							
19	City Reviews Bids	Fri 5/22/20	6 days	Fri 5/29/20																							
20	Staff Report - Request for Council Action	Mon 6/1/20	6 days	Mon 6/8/20																							
21	Council Approval - Contract Award	Wed 7/15/20	0 days	Wed 7/15/20																							
22	Contracts Signed, Insurance & Bonds	Wed 7/15/20	20 days	Tue 8/11/20																							
23	Task 5--Engineering Services During Construction	Tue 9/15/20	280 days	Mon 10/11/21																							
24	Pre-Construction Meeting	Tue 9/15/20	0 days	Tue 9/15/20																							
25	Notice to Proceed	Mon 9/28/20	0 days	Mon 9/28/20																							
26	Initial Submittal Review - Permits	Tue 9/15/20	20 days	Mon 10/12/20																							
27	Shop Drawing Submittal Review	Tue 9/15/20	80 days	Mon 1/4/21																							
28	Procurement of Materials (Building, Piping and Utilities)	Tue 10/13/20	40 days	Mon 12/7/20																							
29	Procurement of Materials (Pumps, Motors, Mech, Elec)	Tue 10/13/20	150 days	Mon 5/10/21																							
30	Mobilize (Contract Performance Time Begins - NTP)	Tue 10/13/20	15 days	Mon 11/2/20																							
31	Clearing, Demolition, Grading	Tue 11/3/20	20 days	Mon 11/30/20																							
32	Underground Utilities, Yard Piping, Pump Cans	Tue 12/1/20	30 days	Mon 1/11/21																							
33	Construct Pump Station Building Foundation	Tue 1/12/21	30 days	Mon 2/22/21																							
34	Construct Pump Station Building and Retaining Walls	Tue 2/23/21	50 days	Mon 5/3/21																							
35	Mechanical and Electrical Equipping	Tue 5/4/21	50 days	Mon 7/12/21																							

City of Corona
Department of Water and Power
Mangular Blending Facility

ID	Task Name	Start	Duration	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
36	Off-site Pipeline and Piping Connections	Tue 7/13/21	20 days	Mon 8/9/21																							
37	SCE Power	Tue 7/13/21	10 days	Mon 7/26/21																							
38	Site Improvements / Paving	Tue 7/27/21	20 days	Mon 8/23/21																							
39	Landscaping/Irrigation	Tue 8/24/21	20 days	Mon 9/20/21																							
40	Load Programming, System Integration	Tue 8/10/21	10 days	Mon 8/23/21																							
41	Startup, Testing and Training	Tue 8/24/21	10 days	Mon 9/6/21																							
42	30-Day Performance Test	Tue 9/7/21	20 days	Mon 10/4/21																							
43	Cleanup, Demobilization	Tue 10/5/21	5 days	Mon 10/11/21																							
44	Project Complete	Mon 10/11/...	0 days	Mon 10/11/21																							

**EXHIBIT “C”
COMPENSATION**

Team Member Name	Hourly Rate	Hours	Cost
Project Principal George Litzinger, P.E.	\$170	50	\$8,500
Construction Manager Marius Jaskula, P.E., CCM	\$150	2,500	\$375,000
Electrical Rockwell Construction Services	Budget		\$67,840
Geotechnical Materials Testing NMG Geotechnical, Inc.	Budget		\$109,953
Public Outreach Alliance Outreach, LLC	Budget		\$49,924
Direct Costs	Est.		\$2,000
Subtotal			\$613,217
Mark-Up on Subconsultants & Contingency			\$50,000
TOTAL			\$663,217

2020 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director	\$290.00/hr
Principal Engineer III	\$270.00/hr
Principal Engineer II	\$260.00/hr
Principal Engineer I	\$250.00/hr
Program Manager	\$235.00/hr
Senior Project Manager	\$235.00/hr
Project Manager	\$230.00/hr
Senior Engineer III	\$225.00/hr
Senior Engineer II	\$215.00/hr
Senior Engineer I	\$205.00/hr
Project Engineer IV/Technician IV	\$195.00/hr
Project Engineer III/Technician III	\$185.00/hr
Project Engineer II/Technician II	\$170.00/hr
Project Engineer I/Technician I	\$155.00/hr
Senior Designer	\$175.00/hr
Designer	\$165.00/hr
Assistant Designer	\$160.00/hr
CADD Operator III	\$155.00/hr
CADD Operator II	\$145.00/hr
CADD Operator I	\$130.00/hr
CADD Drafter	\$120.00/hr
CADD Technician	\$110.00/hr
Project Coordinator	\$135.00/hr
Engineering Assistant	\$115.00/hr

ENVIRONMENTAL SERVICES

Project Director	\$245.00/hr
Senior Specialist IV	\$230.00/hr
Senior Specialist III	\$220.00/hr
Senior Specialist II	\$200.00/hr
Senior Specialist I	\$190.00/hr
Specialist V	\$180.00/hr
Specialist IV	\$170.00/hr
Specialist III	\$160.00/hr
Specialist II	\$145.00/hr
Specialist I	\$130.00/hr
Analyst V	\$120.00/hr
Analyst IV	\$110.00/hr
Analyst III	\$100.00/hr
Analyst II	\$90.00/hr
Analyst I	\$80.00/hr
Technician IV	\$90.00/hr
Technician III	\$80.00/hr
Technician II	\$70.00/hr
Technician I	\$60.00/hr
Compliance Monitor	\$95.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I	\$185.00/hr
GIS Specialist IV	\$160.00/hr
GIS Specialist III	\$150.00/hr
GIS Specialist II	\$140.00/hr
GIS Specialist I	\$130.00/hr
Data Analyst III	\$100.00/hr
Data Analyst II	\$90.00/hr
Data Analyst I	\$80.00/hr
UAS Pilot	\$100.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$165.00/hr
Construction Manager	\$155.00/hr
Project Manager	\$145.00/hr
Resident Engineer	\$145.00/hr
Construction Engineer	\$140.00/hr
On-site Owner's Representative	\$140.00/hr
Construction Inspector III	\$130.00/hr
Construction Inspector II	\$120.00/hr
Construction Inspector I	\$110.00/hr
Prevailing Wage Inspector	\$135.00/hr

HYDROGEOLOGICAL SERVICES

Project Director	\$285.00/hr
Principal Hydrogeologist/Engineer II	\$265.00/hr
Principal Hydrogeologist/Engineer I	\$250.00/hr
Sr. Hydrogeologist IV/Engineer IV	\$235.00/hr
Sr. Hydrogeologist III/Engineer III	\$220.00/hr
Sr. Hydrogeologist II/Engineer II	\$205.00/hr
Sr. Hydrogeologist I/Engineer I	\$190.00/hr
Hydrogeologist VI/Engineer VI	\$175.00/hr
Hydrogeologist V/Engineer V	\$165.00/hr
Hydrogeologist IV/Engineer IV	\$155.00/hr
Hydrogeologist III/Engineer III	\$145.00/hr
Hydrogeologist II/Engineer II	\$135.00/hr
Hydrogeologist I/Engineer I	\$125.00/hr
Technician	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager	\$195.00/hr
District Engineer	\$185.00/hr
Operations Manager	\$160.00/hr
District Secretary/Accountant	\$120.00/hr
Collections System Manager	\$135.00/hr
Grade V Operator	\$125.00/hr
Grade IV Operator	\$110.00/hr
Grade III Operator	\$100.00/hr
Grade II Operator	\$75.00/hr
Grade I Operator	\$70.00/hr
Operator in Training	\$65.00/hr
Collection Maintenance Worker II	\$75.00/hr
Collection Maintenance Worker I	\$65.00/hr

CREATIVE SERVICES

3D Graphic Artist	\$180.00/hr
Graphic Designer IV	\$160.00/hr
Graphic Designer III	\$145.00/hr
Graphic Designer II	\$130.00/hr
Graphic Designer I	\$115.00/hr

PUBLICATIONS SERVICES

Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
Clerical Administration	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.



Agenda Report

File #: 20-0591

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 07/15/2020

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

City Council consideration of approval of award of Notice Inviting Bid ("NIB") 20-060HC for Citywide American with Disabilities Act ("ADA") Park Improvements Project.

**RECOMMENDED ACTION:
That the City Council:**

- a. Adopt the Plans and Specifications for the Citywide ADA Park Improvements Project.
- b. Award NIB 20-060HC for the Citywide ADA Park Improvements Project to Ortco, Inc., of Orange, California, in the amount of \$453,750.00.
- c. Authorize the City Manager to execute a contract with Ortco, Inc., in the amount of \$453,750.00, and approve necessary change orders up to ten percent (10%) of the contract amount.
- d. Authorize the Acting Public Works Director and City Attorney to negotiate and execute any amendments to this agreement which are either non-substantive or otherwise in compliance with the City Council's actions hereunder.
- e. Authorize the Purchasing Manager to issue a purchase order to Ortco, Inc., in the amount of \$453,750.00, in accordance with duly authorized and executed agreements.

ANALYSIS:

Since the 1990 passage of the ADA, the United States Congress has passed various laws to address the needs of people with disabilities. As part of ADA law, reasonable accommodation for individuals with disabilities must be made to ensure that they have the same opportunities and access to

programs and facilities as those without disabilities. The City of Corona ("City") is responsible for compliance with Title II standards of the ADA and has a transition plan to accomplish the mandates of the ADA. However, after an ADA lawsuit alleged non-compliance at various City parks, the City entered into a settlement agreement for various improvements at the City's parks over the next five years. A "Citywide ADA Park Improvements" project was created and has been included in the Fiscal Year 2021 Capital Improvement Projects Budget for this purpose.

As part of these improvements, accessible routes to playgrounds must be installed or corrected to allow for accessible routes to certain ground level and elevated play components, as well as providing accessible entry and exit points to the playground area. City staff worked with a local landscape architect firm, BMLA, Inc., to develop the required surfacing and ramps for four playgrounds at Citrus, Ontario, Promenade, and Victoria Parks. These playgrounds are in the first and second year of the ADA settlement agreement. While there are other playgrounds scheduled in the first two years of the agreement, the surfacing for those parks is being addressed as part of related projects to replace the playground equipment, such as in the case of Lincoln and Santana Playgrounds.

Attached to this staff report are exhibits which outline the areas that will receive surfacing for each park playground. The surfacing at Ontario, Promenade, and Victoria Parks meets the minimum requirements for access. Areas that do not receive surfacing at Ontario, Promenade, and Victoria Parks will have bark mulch installed. The surfacing at Citrus Park provides rubberized surfacing to the whole playground for three main reasons: 1) Citrus Park is a community park; 2) the proximity of the playground to the Citrus Park Splashpad; and 3) the playground equipment at Citrus Park has an expected useful life ("EUL") that matches the EUL of the surfacing. Community parks such as Citrus Park generally have more patrons and, therefore, more amenities than smaller neighborhood parks. Children often traverse between the splashpad and playground equipment freely, but the current surfacing material at the playground is comprised mostly of bark mulch. Replacing mulch with rubberized surfacing will help reduce injuries to children's bare feet and provide a more cohesive design for the area. While Promenade Park is also a community park, there currently are no replacement parts available for the playground as it is approaching the end of its useful life. Therefore, it is not financially prudent to install complete surfacing at Promenade Park at this time, but this can be done in the future when the playground equipment is ready to be replaced.

This project was initially bid as NIB 20-041HC on March 11, 2020 and advertised in the Sentinel Weekly and the construction trade journals specified in § 22036 of the Act on March 11, 2020. A total of 27 prospective bidders registered for the project bid through the City's PlanetBids website. Six bids were received by the due date and time of April 1, 2020 at 12:00 p.m. The results of the bids were as follows:

Vendor	City	Total Bid Amount
Next Stage Engineering	Fresno, CA	\$445,000.00
Leonida Builders, Inc.	Santa Clarita, CA	\$462,092.00
RE Schultz Construction, Inc.	Orange, CA	\$487,318.00
Environmental Construction, Inc.	Woodland Hills, CA	\$518,836.00
BNC Construction, Inc.	Artesia, CA	\$529,700.00
California Landscape & Design, Inc.	Upland, CA	\$599,580.00

However, the lowest and second lowest bidders, Next Stage Engineering and Leonida Builders, Inc., were both found to be non-responsive for failure to submit all required information and forms as specified in the bid documents by the due date and time. Due to the cost difference of \$42,318.00 between Next Stage Engineering and the next responsive, responsible bidder, RE Schultz Construction, Inc., City staff opted to reject all of these bids and conduct the bidding process again in order to secure the lowest possible cost.

Subsequently, a second bid for the installation of rubberized surfacing was issued as NIB 20-060HC on May 20, 2020 and advertised in the Sentinel Weekly and the construction trade journals specified in § 22036 of the Act on May 20, 2020. A total of 29 prospective bidders registered for the project bid through the City's PlanetBids website. Six bids were received by the due date and time of June 17, 2020 at 2:00 p.m. The results of the bids are as follows:

Vendor	City	Total Bid Amount
Ortco, Inc.	Orange, CA	\$453,750.00
R E Schultz Construction, Inc.	Orange, CA	\$479,995.00
Micon Construction, Inc.	Placentia, CA	\$524,412.00
California Landscape & Design, Inc.	Upland, CA	\$535,185.00
C.S. Legacy	Chino, CA	\$596,058.00
Horizons Construction Company	Orange, CA	\$697,000.00

Ortco, Inc., of Orange, California is the apparent lowest responsive and responsible bidder, with a bid submission of \$453,750.00. Public Works recommends that the City Council award the project to Ortco, Inc., of Orange, California in the amount of \$453,750.00. All licenses and references for Ortco, Inc., have been reviewed and verified by City staff and all other documentation is in order.

COMMITTEE ACTION:

This Project was presented to the Parks and Recreation Commission on May 8, 2019 and the Public Services Committee on June 5, 2019 and was approved to proceed.

STRATEGIC PLAN:

This item supports the City's Strategic Plan Goal 1: Promote Public Safety: Protect our Residents and Businesses; Objective C: Ensure adequate funding for investments and improvement in

infrastructure that support public safety. The recommended action will help achieve these goals by installing rubberized surfacing for ADA accessibility at existing playgrounds at Citrus, Ontario, Promenade, and Victoria Parks.

FISCAL IMPACT:

Funding for this project is available in the "Citywide ADA Improvements" Capital Improvement Project (68690). There are sufficient funds available in the project for the recommended action.

ENVIRONMENTAL ANALYSIS:

This action is categorically exempt pursuant to Sections 15302 and 15303 of the Guidelines for the California Environmental Quality Act (CEQA), which states that the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity is exempt from CEQA, and Section 15303, which states that the construction or installation of small new equipment and structures is exempt from CEQA. This action will authorize the replacement of playground surfacing at four parks in Corona - Citrus, Ontario, Promenade, and Victoria Parks - with existing playground equipment. The surfacing will serve the same purpose and capacity as the existing playground surfacing but will enable better accessibility. Therefore, no further environmental analysis is required.

PREPARED BY: TRACY MARTIN, UTILITIES PROJECT MANAGER

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

REVIEWED BY: SCOTT BRIGGS, PURCHASING SPECIALIST V

REVIEWED BY: KIM SITTON, ACTING ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

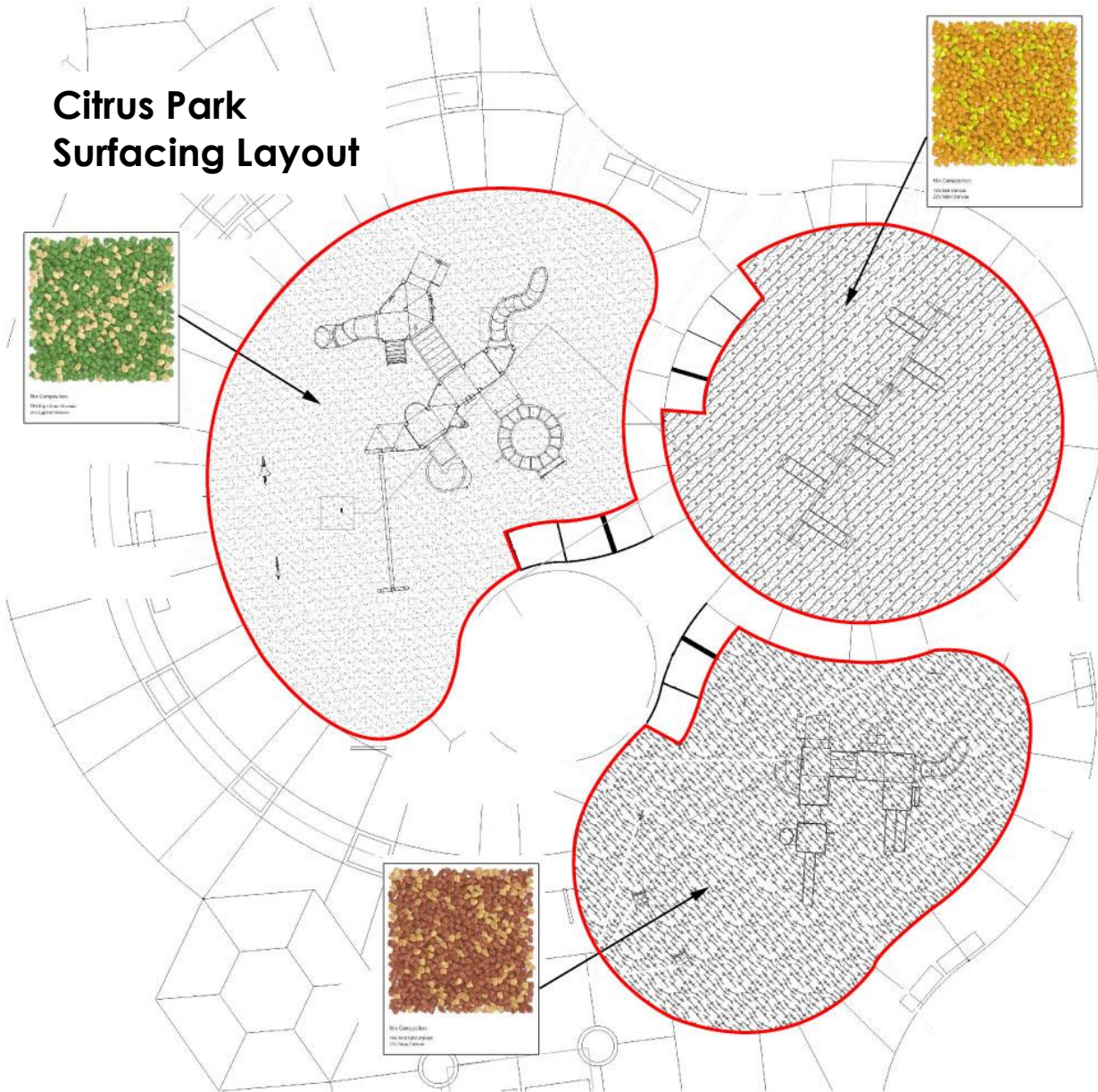
SUBMITTED BY: JACOB ELLIS, CITY MANAGER

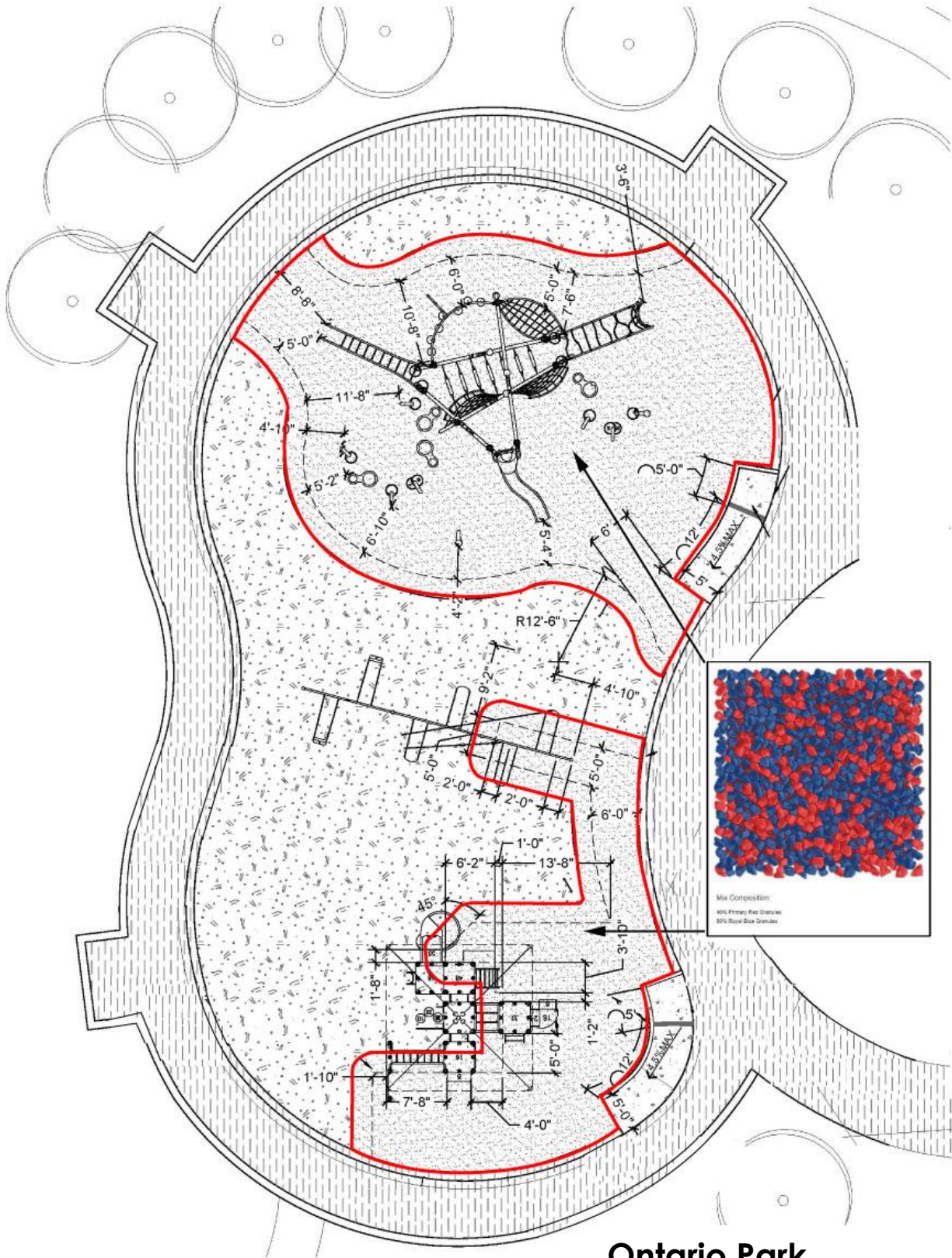
Attachments:

1. Exhibit A - Surfacing Layouts
2. Contract

EXHIBIT A SURFACING LAYOUTS

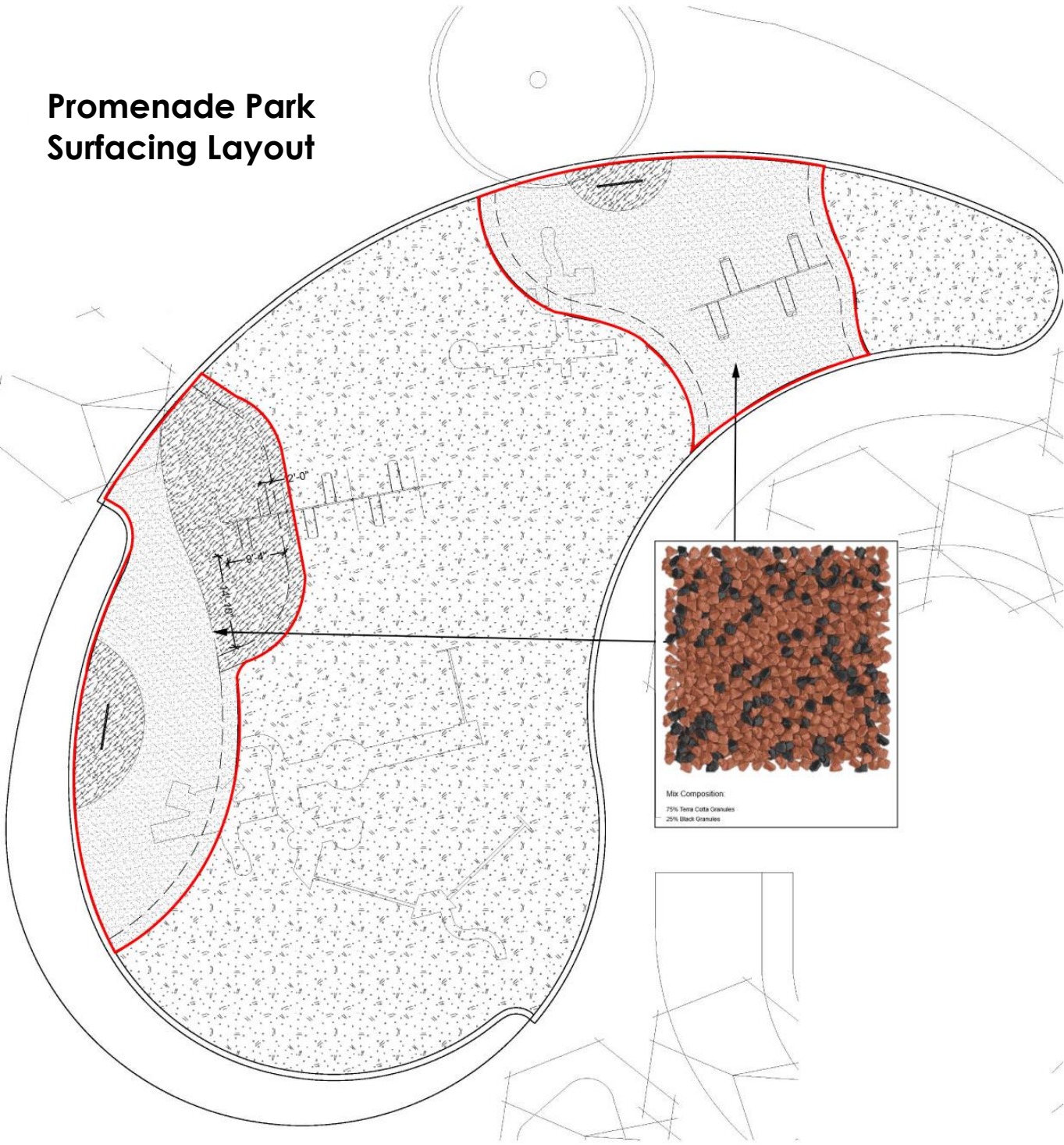
Citrus Park Surfacing Layout



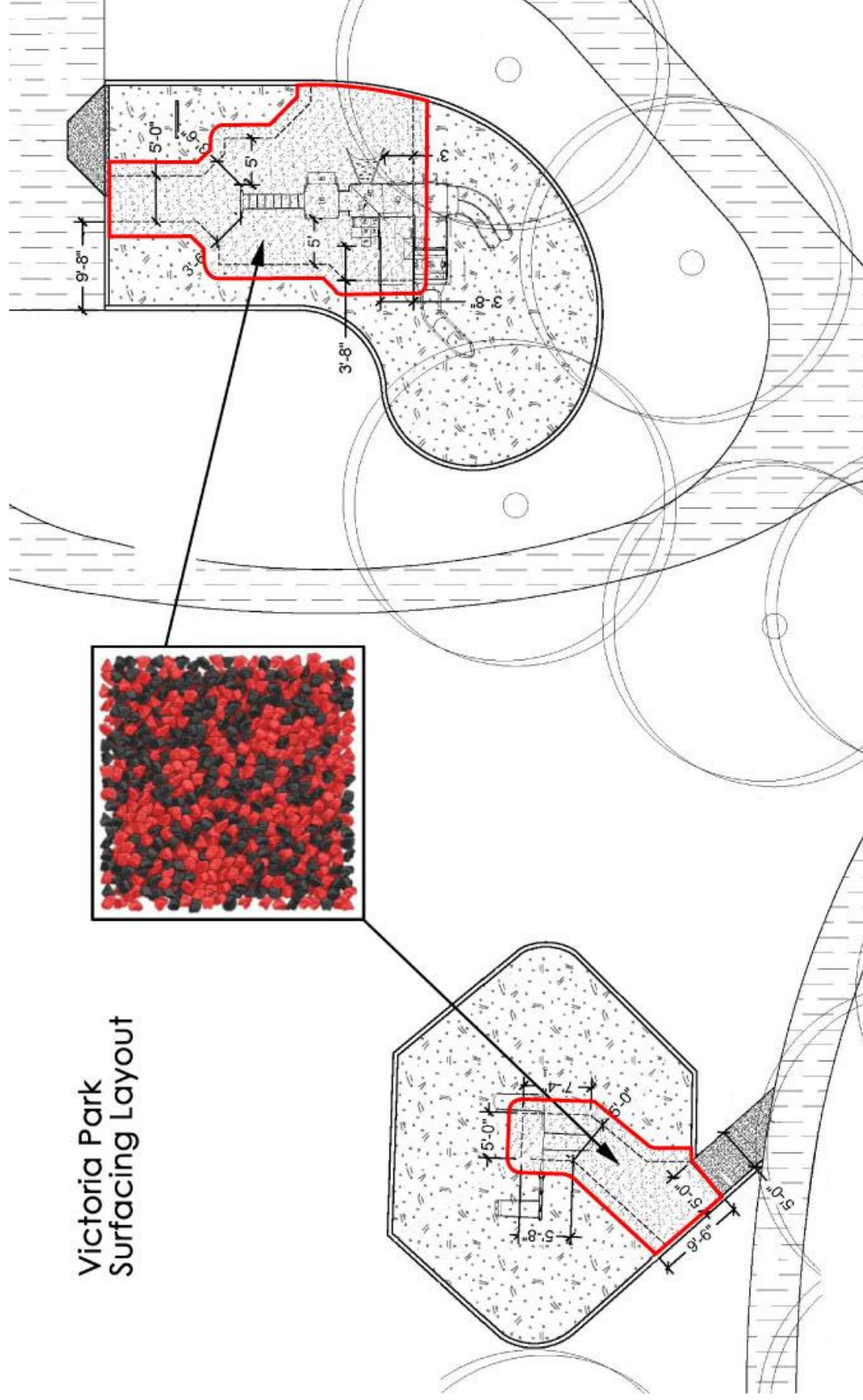


**Ontario Park
Surfacing Layout**

Promenade Park
Surfacing Layout



Victoria Park Surfacing Layout



CONTRACT

THIS CONTRACT is made this 15th day of July 2020, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and Ortco, Inc., hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

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

CITYWIDE ADA PARK IMPROVEMENTS-PLAYGROUND SURFACING, RE-BID NIB 20-060HC

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

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **60 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Four Hundred Fifty Three Thousand Seven Hundred Fifty Dollars (\$453,750.00). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

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

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

Non-Collusion Declaration form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

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

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

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

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

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

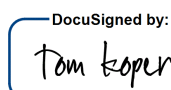
Department. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE]**

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

CITY OF CORONA

By:

DocuSigned by:


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Tom Koper

Acting Public Works Director/City Engineer

Attest:

Sylvia Edwards, City Clerk
City of Corona, California

Recommended By:

DocuSigned by:


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Tracy Martin

Utilities Project Manager

[NAME OF CONTRACTOR]

By:

DocuSigned by:


028F7D640DFC4AA...

Signature

Lynn Ortlieb

Name

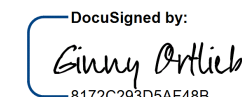
PRESIDENT

Title

657695

License Number

By:

DocuSigned by:


8172C293D5AF48B...

Signature

Ginny Ortlieb

Name

VP, SECRETARY

Title



Agenda Report

File #: 20-0597

REQUEST FOR CITY COUNCIL ACTION

DATE: 07/15/20

TO: Honorable Mayor and City Council Members

FROM: Library and Recreation Services Department

SUBJECT:

City Council consideration of the rejection of all bids received for the Public Library Book Sorting Building Modifications, Notice of Inviting Bid (NIB) 20-025HC, and award the rebid, NIB 20-050HC, to Noble E&C, Inc., as the lowest responsive, responsible bidder.

RECOMMENDED ACTION:

That the City Council:

- a. Reject all bids received for the Public Library Book Sorting Building Modifications, NIB 20-025HC.
- b. Adopt the Plans and Specifications of the Rebid - Public Library Book Sorting Building Modifications, NIB 20-050HC.
- c. Award the bid to Noble E&C, Inc., the lowest responsive, responsible bidder, for the total amount of \$44,380, and waive any and all minor irregularities in the bidding documents as submitted by said bidder.
- d. Authorize the City Manager to execute the Construction Contract with Noble E&C, Inc., in the amount of \$44,380, and approve necessary change orders up to twenty five percent of the contract amount.
- e. Authorize the Purchasing Agent to issue a Purchase Order to Noble E&C, Inc. in the amount of \$44,380 for the construction services.

- f. Authorize an appropriation of \$63,463 from the Library Facilities Fee Fund 206 to the capital project titled "Library Automated Materials Handling System," Project 72590.

ANALYSIS:

In 2015, the Corona Public Library initiated automated book handling with the installation of the *Bibliotheca RFID check-out automation system* along with RFID security technology. The installation included three self-check-out machines, RFID tags, RFID security gates, and Liber8 software.

October 16, 2019, the City Council approved the equipment purchase of the Bibliotheca FlexAMH - Automated Materials Handling System (AMH) to reduce circulation desk staffing levels, increase accuracy, and eliminate the time needed to correct system errors to patron accounts. The agenda report is attached as Exhibit "A." To facilitate the installation of the new automated equipment, limited modifications are required to the library building. The Public Library Book Sorting Building Modifications project is the preparatory construction portion of the project. Staff is seeking City Council approval of the construction portion of the AMH project as the combined total of the equipment and building modifications exceeds the formal bidding and award threshold.

The scope of the construction work will consist of redesigning the book drop opening inside the library to accommodate the flexAMH conveyor system and the creation of a book drop in the building's exterior for after-hours returns.

The work is anticipated to be fully funded from Library Facilities Fee Fund 206. The project was initially advertised pursuant to formal Public Contract Code requirements and Chapter 3.08 of the Corona Municipal Code (CMC). A total of 55 contractors were solicited, and 13 contractors attended the initial job walk. On February 20, 2020, two (2) bids were received through the PlanetBids bidding service for NIB 20-025HC. City staff reviewed the bids and determined it would be in the City's best interest to reject all bids and rebid the project.

The second bidder filed a timely written bid protest alleging the apparent low bidder did not specify a subcontractor for the fire suppression system modifications and store front glass installation. Pursuant to the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California (PCC section 4100 et seq), bidders are required to set forth the name, location of the place of business, contractor's license number, and public works contractor registration number (DIR registration number) of each subcontractor who will perform work or render services in excess of one-half of one percent of the Contractor's total bid price of a project. Staff evaluated both bids and determined it would be in the City's best interest to reject all bids as the apparent low bidder failed to list a subcontractor as required by PCC and the second bid exceeded the project budget.

The project was advertised a second time pursuant to Public Contract Code requirements and CMC Chapter 3.08, posted on the PlanetBids bidding platform where 105 contractors were solicited, and 8 prime, or general, contractors downloaded the bid documents. On June 18, 2020, one (1) bid was received through PlanetBids bidding service for NIB 20-050HC.

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

Vendor	City	Bid Amount
Engineer's Estimate		\$35,000 - \$45,000
Noble E&C, Inc	Diamond Bar, CA	\$44,380

Staff reviewed the bid received and recommends awarding the contract based on the Bid Schedule for a total contract amount of \$44,380 to Noble E&C, Inc., as the lowest responsive, responsible bidder. All licenses and references for Noble E&C, Inc. have been reviewed and verified by City staff, and all other documentation is in order. The proposed construction contract with Noble E&C, Inc., is attached as Exhibit "B."

City staff will perform the construction management and inspection services. Construction is tentatively scheduled to commence in September 2020, with completion anticipated by November 2020.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

This item supports the City's Strategic Plan Goal 4: "Actively engaging in public and private partnerships to provide services and amenities."

FISCAL IMPACT:

The estimated construction costs for this project is outlined as follows:

Construction	\$44,380
Construction Support Services	\$ 7,988
<u>Contingency</u>	<u>\$11,095</u>
Total	\$63,463

In addition to base project costs, staff recommends 18% (\$7,988) to cover staff costs for construction support services, including construction management and required inspections, to which staff will charge their time directly to CIP Project 72590. Staff also recommends 25% (\$11,905) as a contingency sum to complete extra work resulting from unforeseen circumstances. The contractor's work includes, but is not limited to, selective demolition, performing modifications to the existing fire sprinkler system, electrical, and architectural alterations.

Approval of the recommended actions will result in an appropriation of \$63,463 from the Library Facilities Fee Fund 206 to the capital project titled "Library Automated Materials Handling System," Project 72590.

Fund	07/01/20 Est. Fund Balance	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Fund Balance Impacts	06/30/21 Est. Fund Balance

Library Facilities Fee Fund 206	\$182,610	\$115,782	(\$1,919)	Appropriation (\$63,463)	\$233,010
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ENVIRONMENTAL ANALYSIS:

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

PREPARED BY: KATHERINE BACKUS, MANAGEMENT ANALYST

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

REVIEWED BY: SCOTT BRIGGS, PURCHASING SPECIALIST V

REVIEWED BY: KIM SITTON, ACTING ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Exhibit A - Agenda Report File #19-0877
2. Exhibit B - Construction Contract with Noble E&C, Inc.



City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Legislation Details (With Text)

File #: 19-0877 **Version:** 1 **Name:**
Type: Bid & Purchase **Status:** Passed
File created: 10/2/2019 **In control:** City Council
On agenda: 10/16/2019 **Final action:** 10/16/2019
Title: City Council consideration of an Exception to Bid to Bibliotheca for the sole source material purchase and installation of the Bibliotheca flexAMH Automated Materials Handling System at the Corona Public Library.

Sponsors:

Indexes:

Code sections:

Attachments: 1. Staff Report, 2. Resolution No. 2018-113 (AMH), 3. Bibliotheca Quote #QUO-60034-K4Q6, Rev4, 4. City of Orange- Bibliotheca- agenda report, 5. County of San Diego Contract 555957

Date	Ver.	Action By	Action	Result
10/16/2019	1	City Council	approved	Pass

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 10/16/2019

TO: Honorable Mayor and City Council Members

FROM: Library and Recreation Services Department

SUBJECT:

City Council consideration of an Exception to Bid to Bibliotheca for the sole source material purchase and installation of the Bibliotheca flexAMH Automated Materials Handling System at the Corona Public Library.

RECOMMENDED ACTION:

That the City Council:

1. Authorize the Purchasing Manager to issue a purchase order to Bibliotheca in the amount of \$129,931.87 for the purchase and installation of the Bibliotheca flexAMH - Automated Material Handling System pursuant to Corona Municipal Code (CMC) section 3.08.140 (B) "No competitive market" and 3.08.140 (E) "Purpose of bidding is otherwise accomplished".
2. Authorize the Purchasing Manager to approve necessary purchase order change orders up to the amount provided by CMC 3.08.080 (I).

3. Authorize an appropriation of \$83,763 from the Library Facilities Fee Fund 206 to the capital project titled 'Library Automated Materials Handling System,' Project 72590.

ANALYSIS:

Automated materials handling (AMH) refers to automation that reduces or eliminates the need for humans to check-in, sort, or move bins containing library materials. The mechanical equipment used in AMH systems includes check-in machines and sorters. The AMH system also includes patron returns - one near the library's exterior entrance and another inside the library. Each return point receives materials on a conveyor and transfers them to the sorter. Materials are, then, sorted into bins according to a pre-programmed category (i.e., adult fiction, adult new, etc.).

In 2015, the Corona Public Library initiated automated handling with the installation of the *Bibliotheca RFID check-out automation system along with RFID security technology*. The installation included 3 self-check-out machines, RFID tags, RFID security gates, and Liber8 software.

Before deciding on an RFID system in 2015, the library staff researched available AMH systems by visiting various libraries to see system operations and garner user feedback on the strengths and weaknesses of each system from check-out to return. Based on provided input, staff determined the automated system from Bibliotheca best met the needs of the Corona Public Library (CPL).

The existing RFID self-checkout system processes more than 130,000 items. There is an effort to transition more patrons to the system as automation reduces circulation desk staffing levels by one-third. Unfortunately, library staff checks in 330,000 items, one at a time, annually, thus, nullifying any staff savings. The accuracy of this manual check-in process, due to conflicts between check-out and return software, is approximately 75%. This results in inaccurate recording of returned materials and false late fees charged against patrons. Transitioning to the AMH System for check-in is expected to increase accuracy to 95% and eliminate the time needed to correct account impacts. For software consistency, CPL determined a Bibliotheca AMH system would be best suited to integrate with the existing Bibliotheca RFID system.

Resolution number 2018-113 was approved by City Council on November 7, 2018. It specified Bibliotheca as the selected brand designation for the flexAMH Automated Materials Handling System. Bibliotheca is the sole manufacturer of its RFID systems and flexAMH system and has no authorized resellers for a competitive solicitation process.

However, using Bibliotheca for the installation of the equipment will:

- Provide a long service life based on a history of reliability and durability;
- Promote cost savings and efficiency in staff time;
- Ensure standardized training in equipment operations;
- Decrease replacement, repair, and maintenance issues and costs; and
- Ensure systemwide compatibility in automated circulation software.

The purchase of the flexAMH System requires Bibliotheca to perform the physical delivery and installation of the flexAMH System which includes equipment assembly, system power-up, and software configuration.

It is important to note the preparatory construction portion of the project will be conducted through the City's approved formal Public Project bidding process. The scope of construction work will consist of redesigning the book drop opening inside the library to accommodate the flexAMH conveyor system and creation of a book drop on the building's exterior for after-hours returns. The formal bidding for the construction phase will begin November 2019.

The County of San Diego issued a formal RFQ 7885 in 2017 for an AMH sorter for their Solana Beach library and received responses from four vendors, including Bibliotheca. The County's RFQ vendor selection process determined Bibliotheca to be the best value bidder and awarded Contract 555957. Their selection criteria included Price, Automated Materials Handler (AMH) features, Maintenance and Support, Delivery and Installation.

In addition to the County's formal RFQ, the City of Orange also went out to bid competitively for their first automated handling sorter in 2003. The awarded best value bidder was Bibliotheca. In 2018, the City of Orange needed to replace their end-of-life Automated Materials Handling (AMH) sorter for the Orange Public Library and History Center. They piggy-backed from the County of San Diego's formal RFQ contract award for their new sorter. The City of Orange was able to receive similar pricing to the County of San Diego. Bibliotheca is currently proposing similar pricing that has been provided to the City of Orange. Upon review of the proposal submitted to Corona, it was determined that Corona's proposed pricing is less than that paid by the City of Orange due to bin pricing (-\$20 per bin) and material freight at \$2,700 less than Orange. Additionally, there are no costs associated with removal as this is Corona's first AMH system. The AMH equipment purchase and construction portion of the project is part of the final phase of the Library's automation project initiated in 2015.

This purchase is pursuant to CMC 3.08.140 (C) titled, "Competitive bidding already completed" which states "when the authorizing agent and the authorized contracting party, with the approval of the City Manager, determines that a competitive bid procedure conducted by another public agency including but not limited to another local agency, state through the California Multiple Award Schedule (CMAS), federal government through the General Services Administration (GSA), the US Communities Government Purchasing alliance, or the Western States Contracting alliance, and, that the price to the City is equal to or better than that public agency." This purchase is also pursuant to CMC 3.08.140 (B) titled, "No Competitive Market" which states "when the purchasing agent and the authorized contracting party, with the approval of the City Manager determines, in accordance with applicable law, that a competitive market does not exist and that no competitive advantage will be gained by the public bidding process."

COMMITTEE ACTION:

Not Applicable.

STRATEGIC PLAN:

This item supports the City's Strategic Plan Goal 4: "Actively engaging in public and private partnerships to provide services and amenities."

FISCAL IMPACT:

With approval of the recommended actions, funding will be available as noted in the following tables. CFD developer funds within Fund 206 will account for \$49,220 of the requested appropriation total of \$83,763.00.

Project	Fund	Account	Available Funding	Requested Appropriation	Total Available
Library Automated Materials Handling System	206	72590	\$46,168.92	\$83,763.00	\$129,931.92

Fund	07/01/19 Est. Fund Balance	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Fund Balance Impacts	06/30/20 Est. Fund Balance
Library Facilities Fee Fund 206	\$192,596	\$102,591	(\$867)	Appropriation (\$83,763)	\$210,557

QTY. 1 - FLX000001-000-US - flexAMH System with bulk Separator - \$121,472.89

QTY. 5 - AMH200041-000-US - AMH Bin large 900 x 600x 865mm - \$4,997.50

QTY. 1- SHP000001-000-US - Shipping and Administration - \$3,461.48

ENVIRONMENTAL ANALYSIS:

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

PREPARED BY: KATHERINE BACKUS, MANAGEMENT ANALYST

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

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

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

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, INTERIM CITY MANAGER

Attachments:

1. Resolution No. 2018-113
2. Quote Number: Quo-60034-K4Q6, Rev:4
3. City of Orange Agenda Report
4. County of San Diego Contract 555957

CONTRACT

THIS CONTRACT is made this 15th day of July, 2020, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and Noble E&C, Inc., hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

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

PUBLIC LIBRARY BOOK SORTING BUILDING MODIFICATIONS, RE-BID

NIB 20-050HC

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

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 70 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Forty Four Thousand Three Hundred and Eighty Dollars (\$44,380). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

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

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

Information Required of Bidders
Non-Collusion Declaration form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

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

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

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

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

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

obtain a copy of the prevailing wages from the City Library. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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SIGNATURES ON FOLLOWING PAGE]

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

CITY OF CORONA

By:

DocuSigned by:

David Montgomery-Scott

8D9B1571AED54E9

Signature

David Montgomery-Scott

Name

Library & Recreation Services Director

Title

Attest:

Sylvia Edwards, City Clerk
City of Corona, California

Recommended By:

DocuSigned by:

Katherine Backus

BB96962138C5499...

Signature

Katherine Backus

Name

Management Analyst

Title

[NAME OF CONTRACTOR]

By:

DocuSigned by:

John Kim

37ED8C07542442C...

Signature

John Kim

Name

Project Manager

Title

1019602

License Number

By:

DocuSigned by:

John Kim

37ED8C07542442C...

Signature

John Kim

Name

Project Manager

Title



Agenda Report

File #: 20-0607

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 07/15/2020

TO: Honorable Mayor and City Council Members

FROM: Library and Recreation Services Department

SUBJECT:

City Council consideration of City Council approval of Contract Change Order No. 4 for construction of ADA Improvements at Various Parks - Parking Lot & Sidewalks Year 1 Project, NIB 20-022CA.

**RECOMMENDED ACTION:
That the City Council:**

- a. Approve Contract Change Order No. 4 in the amount of \$12,133.00 to TSR Construction and Inspections, Inc., the contractor completing ADA Improvements at Various Parks - Parking Lot & Sidewalks Year 1 Project, NIB 20-022CA.
- b. Authorize the City Manager to execute Contract Change Order No. 4 to the existing Contract between the City and TSR Construction and Inspections, Inc.
- c. Authorize the Purchasing Manager to issue Change Order No. 4 to Purchase Order P21581 to TSR Construction and Inspections, Inc. in the amount of \$12,133.00, for a total amount of \$205,512.50, which represents a cumulative total construction cost increase of 26.41%.

ANALYSIS:

The ADA Improvements at Various Parks - Parking Lot & Sidewalks Year 1 Project (Project), NIB 20-022CA, was awarded to TSR Construction and Inspections, Inc. by the Corona City Council at its regular meeting on December 4, 2019. This Project involved the correction of accessibility concerns at four of Corona's parks, Citrus, Mountain Gate, Promenade, and Santana Parks, as required by the Americans with Disabilities Act (ADA). This Project is the first of five years of improvements at the City's 36 parks to increase accessibility in compliance with the terms of a settlement agreement.

The Project included improvements that generally consisted of modifying the parking lot grade for

accessible stalls, installing new parking signage and striping, ensuring the proper number of accessible stalls, and installing sidewalk treatments such as truncated domes. The Plans and Specifications for this project were completed by NV5 and reviewed by City staff. The project was advertised pursuant to Corona Municipal Code requirements, and at the time of approval, authorization to approve necessary change orders up to 20% was granted. See the attached copy of the approved staff report for reference, as shown on Exhibit "A".

Subsequently, Purchase Order P21581 was issued to TSR Construction and Inspections Inc. on January 6, 2020 and the Notice to Proceed on January 13, 2020. Agreements dictated construction was to be completed no later than February 28, 2020. TSR began construction on January 20, 2020.

As construction began, discrepancies between the plans and existing site conditions were identified. Further, several improvements were found in the field, also not referenced in the plans, that would result in a better finished product. Staff worked with TSR Construction and Inspections, Inc. on needed corrections and improvements.

Change Order No. 1, for Citrus Park, in the amount of \$8,095.50 (representing 4.98% of total project costs) included the removal of truncated domes from the sidewalk not identified on the plans, removal and reinstallation of additional sidewalk to provide for a path of travel transition of less than 2%, and an additional 23 tons of asphalt concrete for parking lot improvements.

Change Order No. 2, for Mountain Gate Park, in the amount of \$17,685.00, brought contract change orders to a cumulative 15.86% of the original contract amount. These changes included an additional 63 tons of asphalt concrete for the parking lots, additional slot paving and grinding and overlay, not initially anticipated, to complete required improvements, and the removal and replacement of sidewalk adjacent to the parking lot to ensure the pathway maintained a slope of less than 2%.

Change Order No. 3, for Promenade Park, in the amount of \$5,022.50, increased the cumulative contract change orders to 18.95%. Additional work resulted from the removal and replacement of additional sidewalk near the tennis courts to provide a level transition, five additional tons of asphalt concrete, and the removal of an existing ramp panel to provide a better transition than called out in the original plans.

The final change order, Change Order No. 4, for Santana Park, is in the amount of \$12,133.00. This increases the total cumulative contract change orders to 26.41%. The most notable changes included additional sidewalk removal and replacement near the playground parking lot area to ensure that the accessible pathway extended beyond the immediate area creating a level pathway from the parking stalls to the rest of the park. An additional seven tons of asphalt concrete overlay was required at three parking lot locations.

Copies of the approved change orders are attached, as shown on Exhibits "B" and "C", and reflect the final amount of all bid items with revised quantities as compared to initial bid estimates. Due to the time constraints in the settlement agreement, staff instructed the contractor to complete the work as needed to avoid potential financial penalties for delaying work.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

This item supports the City's Strategic Plan Goal 1: Promote Public Safety: Protect our Residents and Businesses; Objective C: Ensure adequate funding for investments and improvement in infrastructure that support public safety. The recommended action will help achieve these goals by providing funding to upgrade existing City park parking lots and sidewalks to be compliant with Americans with Disabilities Act ("ADA") standards.

FISCAL IMPACT:

There is currently a Capital Improvement Project ("CIP") for this project, No. 68690 for Citywide Improvements. CIP 68690 has sufficient funds for this change order.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely authorizes the approval of a change order for work previously performed at existing parks and parking lot facilities. There is no possibility that approving this action will have a significant effect on the environment. Therefore, no environmental analysis is required, as it is exempt from CEQA.

PREPARED BY: TRACY MARTIN, UTILITIES PROJECT MANAGER

REVIEWED BY: SCOTT BRIGGS, PURCHASING SPECIALIST V

REVIEWED BY: KIM SITTON, ACTING ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: TOM KOPER, ACTING PUBLIC WORKS DIRECTOR

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

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Exhibit A - Approved Staff Report
2. Exhibit B - Change Order No. 4
3. Exhibit C - Change Orders No. 1-3



Legislation Details (With Text)

File #: 19-1015 **Version:** 1 **Name:**
Type: Bid & Purchase **Status:** Passed
File created: 11/21/2019 **In control:** City Council
On agenda: 12/4/2019 **Final action:** 12/4/2019
Title: City Council consideration of Award of Notice Inviting Bid ("NIB") 20-022CA for ADA Improvements at Various Parks - Parking Lot & Sidewalks Year 1.

Sponsors:

Indexes:

Code sections:

Attachments: 1. Staff Report, 2. TSR Construction & Inspections, Inc. contract

Date	Ver.	Action By	Action	Result
12/4/2019	1	City Council		

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 12/04/2019

TO: Honorable Mayor and City Council Members

FROM: Library and Recreation Services Department

SUBJECT:

City Council consideration of Award of Notice Inviting Bid ("NIB") 20-022CA for ADA Improvements at Various Parks - Parking Lot & Sidewalks Year 1.

RECOMMENDED ACTION:

That the City Council:

1. Adopt the Plans and Specifications for the ADA Improvements at Various Parks - Parking Lot & Sidewalks Year 1 Project.
2. Award Notice Inviting Bid ("NIB") 20-022CA ADA Improvements at Various Parks - Parking Lot & Sidewalks Year 1 to TSR Construction & Inspection, Inc. of Rancho Cucamonga, CA, in the amount of \$162,576.50.
3. Authorize the Library and Recreation Services ("LaRS") Director to execute a contract with TSR Construction & Inspections, Inc. in the amount of \$162,576.50 and approve necessary change orders up to twenty percent of the contract.

4. Authorize the LaRS Director and City Attorney to negotiate and execute any amendments to these agreements which are either non-substantive or otherwise in compliance with the City Council's actions hereunder.
5. Authorize the Purchasing Agent to issue a purchase order in the amount of \$162,576.50 in accordance with duly authorized and executed agreements.

ANALYSIS:

In 1990, the United States Congress passed the first Americans with Disabilities Act (ADA). The ADA was the first civil rights law that was created to address the needs of people with disabilities by prohibiting discrimination in employment, public services, public accommodations, and telecommunications. The law consists of five titles that address different areas: Title 1 - Employment, Title II - Public Services, Title III - Public Accommodations, Title IV - Telecommunications, and Title V - Miscellaneous Provisions. In 1991 the first regulations were issued and became effective in 1992. ADA mandates reasonable accommodation for individuals with disabilities to ensure they have the same opportunities and access to programs and facilities as those without disabilities.

The City of Corona is primarily responsible for compliance with Title II standards. Both the Federal government and the State of California have issued and amended Title II standards over the years that set building and public facility requirements for accessibility. These standards include requirements for the display of appropriate signage, accessible stalls within parking lots, accessible routes to and surfacing under playgrounds and amenities, fixture heights, and specific hardware and clearances to ensure access to public restrooms. Due to the high cost of implementing many of these standards, the City created a transition plan and timeline to accomplish these mandates.

Corona owns and maintains 36 park sites covering 367 acres of parkland. The City's oldest park, City Park, has been in existence for over 100 years, but the majority of the City's parks were built between the 1980s and the early 2000s. A recent ADA lawsuit alleging non-compliance at many of the City's parks was settled with an agreement to make various ADA improvements at 33 City parks over a five-year period. Since entering into the settlement agreement, the City began the engineering and design of improvements at the parks designated for first year changes: Citrus Park, Promenade Park, Mountain Gate Park, and Santana Park.

The proposed project is for necessary improvements to parking lots at the above referenced parks. Improvements generally consist of modifying the parking lot grade for accessible stalls, installing new parking signage and striping, ensuring the proper number of accessible stalls, and installing sidewalk treatments such as truncated domes.

The Plans and Specifications for this project were completed by NV5 and reviewed by staff and are ready for adoption and award. The Public Works Department issued NIB 20-022CA for this project. The bid was posted for the project on the City's PlanetBids bidding website on October 16, 2019 and advertised in the Sentinel Weekly on October 16, 2019. Ten bids were received by the November 14, 2019 deadline. Bids results are as follows:

Vendor	City	Total Bid Amount
TSR Construction & Inspection, Inc.	Rancho Cucamonga	\$162,576.50
IVL Contractors, Inc.	Rialto	\$188,226.50
GM Sager Construction	Pomona	\$250,923.00
EBS General Engineering	Corona	\$268,059.00
Western Construction Specialists	Seal Beach	\$276,913.57
Onyx Paving Company, Inc.	Anaheim	\$292,000.00
Genuine Engineering, Inc.	Corona	\$313,217.25
H2M Construction, Inc.	Glendale	\$327,565.00
MVC Enterprises, Inc.	Temecula	\$339,181.75
A.M. Ortega Construction, Inc.	Lakeside	\$449,983.00

TSR Construction & Inspection, Inc. of Rancho Cucamonga, CA is the apparent low bidder, with a bid submission of \$162,576.50. LARS recommends that the City Council award the project to TSR Construction & Inspection, Inc. of Rancho Cucamonga, CA in the amount of \$162,576.50.

COMMITTEE ACTION:

This Project was presented to the Parks and Recreation Commission on May 8, 2019 and the Public Services Committee on June 5, 2019 and was approved to proceed.

STRATEGIC PLAN:

This item supports the City's Strategic Plan Goal 1: Promote Public Safety: Protect our Residents and Businesses; Objective C: Ensure adequate funding for investments and improvement in infrastructure that support public safety. The recommended action will help achieve these goals by providing funding to upgrade existing City park parking lots and sidewalks in order to be compliant with Americans with Disabilities Act ("ADA") standards.

FISCAL IMPACT:

There is currently a Capital Improvement Project ("CIP") for this project, No. 68690 for Citywide Improvements. CIP 68690 has a current balance of \$2,284,682.35 and is sufficient for awarding of NIB 20-022CA.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely authorizes City staff to have a contractor make minor modifications and improvements to existing restroom buildings in order to achieve ADA compliance,

and there is no possibility that approving this action will have a significant effect on the environment. Therefore, no environmental analysis is required, and staff will file a Notice of Exemption with the County of Riverside.

PREPARED BY: TRACY MARTIN, UTILITIES PROJECT MANAGER

REVIEWED BY: KIM SITTON, ACTING ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: SCOTT BRIGGS, PURCHASING SPECIALIST V

REVIEWED BY: TOM KOPER, ACTING PUBLIC WORKS DIRECTOR

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

REVIEWED BY: DEAN DERLETH, CITY ATTORNEY

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachment:

1. TSR Construction & Inspections, Inc. contract

CITY OF CORONA
Public Works Department
ADA Improvements at Various Parks - Parking Lot and Sidewalks Year 1
CONTRACT CHANGE ORDER NO. 4

PROJECT DESCRIPTION: Parking lot and sidewalk modifications to provide ADA access at four park sites.

PROJECT NO: NIB 20-022CA

PURCHASE ORDER NO: P21581
JL NO: 68690110

CONTRACTOR: TSR Construction and Inspections Inc.
8264 Avenida Leon
Rancho Cucamonga, CA 91730

DESCRIPTION OF CHANGES AND/OR EXTRA WORK:

Santana Park changes.

The Contractor is hereby directed to make the herein described changes from the plans and specifications and/or perform the following described work not included in the Plans and Specifications for this project.

ITEM	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	TOTAL
D-2	Construct 0-3" A/C Overlay	Tons	7.00	\$170.00	\$1,190.00
D-3	Remove concrete sidewalk/ramp	SF	112.00	\$3.00	\$336.00
D-4	Remove wheel stop	EA	2.00	\$30.00	\$60.00
D-5	Remove concrete curb/curb & gutter	LF	20.00	\$10.00	\$200.00
D-7	Remove A/C Pavement/Base	SF	-29.00	\$10.00	(\$290.00)
D-8	Remove concrete gutter	LF	45.00	\$5.00	\$225.00
D-9	Remove concrete	SF	515.00	\$11.00	\$5,665.00
D-11	Construct A/C Berm	LF	-1.00	\$30.00	(\$30.00)
D-13	Install 4" Blue Stripe	LF	-112.00	\$1.50	(\$168.00)
D-15	Install 12" White Letters - Compact	EA	-1.00	\$30.00	(\$30.00)
D-16	Install 4" White Stripe	LF	60.00	\$14.00	\$840.00
D-19	Construct curb ramp	SF	61.00	\$15.00	\$915.00
D-21	Construct Dig-Out/Slot Paving	SF	-19.00	\$20.00	(\$380.00)
D-22	Construct concrete sidewalk	SF	21.00	\$8.00	\$168.00
D-24	Construct concrete curb	LF	65.00	\$50.00	\$3,250.00
D-25	Construct truncated dome	SF	11.00	\$12.00	\$132.00
D-26	Construct retaining curb	LF	1.00	\$50.00	\$50.00
TOTAL ESTIMATED PRICE FOR THIS CHANGE ORDER:					\$12,133.00

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. This Change Order constitutes a complete and final resolution of all claims of the Contract for additional time or additional compensation related to or affected by work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

JUSTIFICATION: (Be specific on each item. Attach supporting documents as necessary)

D-2 Additional asphalt used, tickets provided.

D-3 Additional sidewalk panels removed near tot lot to help achieve 2%

D-4 Two additional wheel stops removed not shown on plans.

D-5 Additional curb removed with additional panels, D-3

D-7 Original quantity estimate more than actual.

D-8 Additional gutter removed near tot lot

D-9 Additional concrete panels/sidewalk removed near tot lot

D-11 Original quantity estimate more than actual

D-13 Original quantity estimate less than actual

D-15 Compact lettering not required to be installed.

D-16 Original quantity estimate less than actual.

D-19 Additional ramp installed due to additional removal.

D-21 Original quantity estimate more than actual

D-22 Additional concrete installed due to additional removal at tot lot

D-24 Additional concrete curb installed due to additional removal

D-25 Original quantity estimate less than actual

D-26 Original quantity estimate less than actual.

CONTRACT VARIANCE SUMMARY

CCO #	Amount	%	Time	Date Approved
1	\$8,095.50	4.98%		
2	\$17,685.00	10.88%		
3	\$5,022.50	3.09%		
4	\$12,133.00	7.46%		
Total	\$42,936.00	26.41%	0	
Original Contract Amount		\$162,576.50		Revised Contract Amount \$205,512.50
Date Started: 1/20/2020		Original Completion Date: 2/28/2020		Revised Completion Date: 2/28/2020

AUTHORIZATION BY CITY:**Recommended for approval by:**

DocuSigned by:

4/24/2020

Pat Shen

Date: _____

Pat Shen, Project Inspector

Date: _____
Tracy Martin, Project Manager

Approved by:

DocuSigned by:

Vernon R. Weisman

4/26/2020

71FA9BBDEDAC4A9...

Date: _____

Vernon R. Weisman, P.E., District Engineer

DocuSigned by:

Tom Koper

4/27/2020

13ACFA25CB6D49E...

Date: _____

Tom Koper, P.E., City Engineer

DocuSigned by:

David Montgomery-Scott

4/27/2020

8D9B1571AFD54F9...

Date: _____

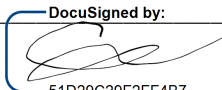
David Montgomery-Scott, Library and Recreation
Services Director**ACCEPTANCE BY CONTRACTOR:**

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Accepted by _____ *Gabriel Z* _____ Title: _____ *President*
(Please print name and title)

Signature: _____

DocuSigned by:



51D29C29F2FF4B7...

Date: _____ 4/24/2020

X
X

Preliminary
As Bid
As Marked
As Built



F.I.N. 562620017
LIC:A/B:881123

8264 AVENIDA LEON

INVOICE #3/SANTANA PARK/SCH D

Project: **Project: NIB 20-022CA**
Project name: ADA IMPROVEMENTS AT VARIOUS PARKS
(Invoice:APRIL9,2020)
CITY OF CORONA

RANCHO CUCAMONGA, CA 91730

P:909 331 2249
F:909 987 7519

CITY OF CORONA					As-Built								
Item	Description		UNIT COST	UNIT	Quantity	PREVIOUS MONTH		CURRENT MONTH		TOTAL TO DATE			
					QTY	AMOUNT		QTY	AMOUNT		QTY	AMOUNT	
BID - Items 1 TO 27													
1		MOBILIZATION	\$ 1,500.00	LS	1	1.00	\$1,500.00	0.00	\$0.00	1.00	\$	1,500.00	
2		GRIND AND CONSTRUCT 0"-3" OVERLAY	\$ 170.00	T	97	97.00	\$16,490.00	0.00	\$0.00	97.00	\$	16,490.00	
3		REMOVE CONCRETE SIDEWALK RAMP	\$ 3.00	SF	370	370.00	\$1,110.00	0.00	\$0.00	370.00	\$	1,110.00	
4		REMOVE CONCRETE WHEEL STOP	\$ 30.00	EA	11	11.00	\$330.00	0.00	\$0.00	11.00	\$	330.00	
5		REMOVE CONCRETE CURB/CURB AND GUTTER	\$ 10.00	LF	60	60.00	\$600.00	0.00	\$0.00	60.00	\$	600.00	
6		REMOVE SIGN AND POST	\$ 200.00	EA	1	1.00	\$200.00	0.00	\$0.00	1.00	\$	200.00	
7		REMOVE AC PAVEMENT/ BASE	\$ 10.00	SF	480	451.00	\$4,510.00	29.00	\$290.00	480.00	\$	4,800.00	
8		REMOVE CONCRETE GUTTER	\$ 5.00	LF	270	270.00	\$1,350.00	0.00	\$0.00	270.00	\$	1,350.00	
9		REMOVE CONCRETE AND CONSTR. SIDEWALK	\$ 11.00	SF	450	450.00	\$4,950.00	0.00	\$0.00	450.00	\$	4,950.00	
10		REMOVE 4" WHITE STRIPE	\$ 10.00	LF	75	75.00	\$750.00	0.00	\$0.00	75.00	\$	750.00	
11		REMOVE EXISTING AND CONSTR AC BERM	\$ 30.00	LF	40	39.00	\$1,170.00	1.00	\$30.00	40.00	\$	1,200.00	
12		INSTALL SYMBOL PER CBC 11B	\$ 60.00	EA	13	13.00	\$780.00	0.00	\$0.00	13.00	\$	780.00	
13		INSTALL 4" BLUE STRIPE	\$ 1.50	LF	900	788.00	\$1,182.00	112.00	\$168.00	900.00	\$	1,350.00	
14		INSTALL 12" NO PARKING	\$ 30.00	EA	10	10.00	\$300.00	0.00	\$0.00	10.00	\$	300.00	
15		INSTALL 12" COMPACT	\$ 30.00	EA	1	0.00	\$0.00	1.00	\$30.00	1.00	\$	30.00	
16		INSTALL 4" WHITE STRIPE	\$ 14.00	LF	120	120.00	\$1,680.00	0.00	\$0.00	120.00	\$	1,680.00	
17		INSTALL R99C	\$ 500.00	EA	2	2.00	\$1,000.00	0.00	\$0.00	2.00	\$	1,000.00	
18		INSTALL R99C- MOD	\$ 500.00	EA	1	1.00	\$500.00	0.00	\$0.00	1.00	\$	500.00	
19		CONSTRUCT CURB RAMP	\$ 15.00	SF	250	250.00	\$3,750.00	0.00	\$0.00	250.00	\$	3,750.00	
20		CONSTRUCT CONCRETE WHEEL STOP	\$ 60.00	EA	13	13.00	\$780.00	0.00	\$0.00	13.00	\$	780.00	
21		CONSTRUCT DIG OUT / SLOT PATCH	\$ 20.00	SF	470	451.00	\$9,020.00	19.00	\$380.00	470.00	\$	9,400.00	
22		CONSTRUCT CONCRETE SIDEWALK	\$ 8.00	SF	150	150.00	\$1,200.00	0.00	\$0.00	150.00	\$	1,200.00	
23		CONSTRUCT CONCRETE GUTTER	\$ 40.00	LF	90	90.00	\$3,600.00	0.00	\$0.00	90.00	\$	3,600.00	
24		CONSTRUCT CONCRETE CURB	\$ 50.00	LF	15	15.00	\$750.00	0.00	\$0.00	15.00	\$	750.00	
25		CONSTRUCT TRUNCATED DOME	\$ 12.00	SF	85	85.00	\$1,020.00	0.00	\$0.00	85.00	\$	1,020.00	
26		CONSTRUCT RETAINING CURB	\$ 50.00	LF	40	40.00	\$2,000.00	0.00	\$0.00	40.00	\$	2,000.00	
27		INSTALL FLUSH CAP OVER POST HOLE	\$ 500.00	EA	1	1.00	\$500.00	0.00	\$0.00	1.00	\$	500.00	
28		SITE SECURITY	700.00	EA	1	1.00	\$700.00	0.00	\$0.00	1.00	\$	700.00	
		\$	-		\$61,722 \$898 \$ 62,620.00								
		c.c.o.#1		LS	1	0%	0	1	\$12,133	1	\$	12,133.00	
	TOTAL CONTRACT WITH CHANGE ORDERS				61722 12,133 \$ 74,753.00								
	GRAND TOTAL AMOUNT				\$ 74,753.00								
	LESS 5% RETENTION				\$ 3,737.65								
	NETT AMOUNT DUE				\$ 71,015.35								
	LESS PREVIOUS PAYMENTS				\$ 58,635.90								
	TOTAL DUE THIS REQUEST				\$ 12,379.45								

CONTRACTOR'S SIGNATURE GABRIEL
ZAPIRTAN

PROJECT MANAGER'S SIGNATURE _____

LIC:A/B 881123

FIN:562620017



Request for change order no. 4

8264 AVENIDA LEON
 RANCHO CUCAMONGA, CA 91730
 TEL (909) 331-2249
 FAX (909)987-7519

PROPOSAL SUBMITTED TO:

Name: CITY OF CORONA
 Phone: 909 824 6621 Date: 4/14/2020
 Street: 400 S VICENTIA AVE
 City: CORONA
 State: CA Zip: 92882

I propose to furnish all materials and perform all labor necessary to complete the following:

SANTANA PARK

ITEM	DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL
D-2	CONSTRUCT 0-3" A/C OVERLAY	TONS	7	170	\$1,190
D-3	REMOVE CONCRETE SDW/RAMP	SF	112	\$3	\$336
D-4	REMOVE WHEEL STOP	EA	2	\$30	\$60
D-5	REMOVE CONCRETE CURB/C&G	LF	20	\$10	\$200
D-7	REMOVE A/C PAVEMENT BASE	SF	-29	\$10	(\$290)
D-8	REMOVE CONCRETE GUTTER	LF	45	\$5	\$225
D-9	REMOVE CONCRETE	SF	515	\$11	\$5665
D-11	CONSTRUCT A/C BERM	LF	-1	\$30	(\$30)
D-13	INSTALL 4" BLUE STRIPE	LF	-112	\$1.50	(\$168)
D-15	INSTALL 12" WHITE LETTERS- COMPACT	EA	-1	\$30	(\$30)
D-16	INSTALL 4" WHITE STRIPE	LF	60	14	840
D-19	CONSTRUCT CURB RAMP	SF	61	\$15	915
D-21	CONSTRUCT DIG-OUT SLOT PAVING	SF	-19	\$20	(\$380)
D-22	CONSTRUCT CONCRETE SIDEWALK	SF	21	\$8	\$168
D-24	CONSTRUCT CONCRETE CURB	LF	65	\$50	\$3,250
D-25	CONSTRUCT TRUNCATED DOME	SF	11	\$12	\$132
D-26	CONSTRUCT RETAINING CURB	LF	1	50	\$50

TOTAL CHANGE ORDER

\$12,133.00

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. Labor guaranteed 30 days unless otherwise stated

Customer accepts proposal as contract

Customer has the right to cancel within three days of signing this contract

Labor guaranteed 30 days unless otherwise stated.

LIC:A/B 881123

FIN:562620017

A penalty will be charged at the rate of 11.2 % per month on unpaid balances after 30 days of invoice date. Annual percentage rate 18%

Authorized Signature _____



1401 N. Benson Ave., Upland, CA 91786
Phone 909-982-1553 **Fax** 909-949-6315
www.HollidayRock.com

INVOICE# 1159410

Date 2/13/2020

Bill To:
 TSR CONSTRUCTION AND INSPECTIO
 8264 AVENIDA LEON
 RANCHO CUCAMONGA, CA 91730

Ship To:
 TSR CONSTRUCTION AND INSPECTIO
 VARIOUS LOCATIONS
 AB219 - ADA IMPROVEMENTS AT VA
 CORONA CA

CUSTOMER ID
 TSR001

PURCHASE ORDER #

CUSTOMER JOB #

TICKET	ITEM NUMBER	DESCRIPTION	SHIPPED U OF M	UNIT PRICE	EXT. PRICE
14757834	PG19	C2 PG 64-10 GB	25.99 Tons	\$46.00	\$1,195.54
14757834	StandbyA	Standby Time	180.00 Each	\$2.00	\$360.00
14757835	PG19	C2 PG 64-10 GB	26.06 Tons	\$46.00	\$1,198.76
14757835	StandbyA	Standby Time	120.00 Each	\$2.00	\$240.00
14757839	PG19	C2 PG 64-10 GB	25.99 Tons	\$46.00	\$1,195.54

TOTAL STANDBY

\$600.00

3 TOTAL ENVIRONMENTAL FEE(S)

\$6.00

TOTAL YARDS/TONS

78.04

PAYMENT DUE AT THE END OF THE MONTH FOLLOWING DATE OF INVOICE. Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and Holliday Rock Co., Inc. shall be entitled a reasonable sum as and for collection costs and attorneys' fees whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum). PLEASE PAY FROM THIS INVOICE.

SUBTOTAL	\$1,195.54
TAX	
TOTAL	\$1,195.54



Holliday Rock Co., Inc. * 1401 N Benson Ave * Upland, CA 91786 * (888) 273-2200

Material Shipped From:
A/P # 4 COLTON 1
249 E SANTA ANA AVE
RIALTO , CA 92375



CONTROL #

THIS IS NOT A TICKET NO.

3370439

NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's Tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif B & P Code Section 12722 (a&b).

SOLD TO				DATE		TICKET #	
TSR CONSTRUCTION AND INSP 1250 SANTANA WAY CITRUS PARK CORONA				02/14/2020 08:12		14757846	
				P.O. #		PLANT	
ACCT./JOB	TONS	PRODUCT #	COMMODITY INFORMATION				
TSR001	13.56	FOB-PG19	FOB C2 PG 64-10 8B				
CARRIER	TRUCK #	TRUCK LIC. NO.	TRAILER LIC. NO.	TRAILER LIC. NO.	ORDER	NET	
SELF	SELF-1				81	13.56	
RATE Branden						TONS FWD.	
						Tons	
						TOTAL TONS	
						13.56	
						LOAD NO.	
						1	
						DRIVER GROSS & TARE	
						Y <input type="checkbox"/> ON <input type="checkbox"/>	
						LEAVE PLANT	
						ARRIVE JOB	
						LEAVE JOB	
						DELAY TIME	

5304050

Total Net

Weekend Charge: NO
Del Charge: NO
Tax:
Sub Total:
Total:

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

LEMOS, RICK

BY _____ HOLLIDAY ROCK CO., INC. DEPUTY

OFFICE COPY

APPROVED

DRIVER
REC'D
BY XCUSTOMER
REC'D
BY X



Holliday Rock Co., Inc. * 1401 N Benson Ave * Upland, CA 91786 * (888) 273-2200

Material Shipped From:
A/P # 4 COLTON 1
249 E SANTA ANA AVE
RIALTO , CA 92376



CONTROL #

THIS IS NOT A TICKET NO.

3370440

NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's Tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif B & P Code Section 12722 (a&b).

SOLD TO TSR CONSTRUCTION AND INSP 1250 SANTANA WAY CITRUS PARK CORONA				DATE 02/14/2020 08:17 P.O. #		TICKET # 14757847	
ACCT./JOB TSR001				TONS 13.06		PRODUCT # FOB-PG19	
COMMODITY INFORMATION FOB C2 PG 64-10 GB				GROSS 14.06		TARE 1.00	
CARRIER SELF				TRUCK # 1		TRUCK LIC. NO.	
TRAILER LIC. NO.				TRAILER LIC. NO.		ORDER 81	
RATE Branden				5304054		NET 13.06	
				TONS FWD. Tons		TOTAL TONS 26.62	
				LOAD NO. 2		DRIVER GROSS & TARE X <input checked="" type="checkbox"/> ON <input type="checkbox"/>	
						LEAVE PLANT	
						ARRIVE JOB	
						LEAVE JOB	
						DELAY TIME	

Total Net

Weekend Charge: NO
Del Charge: NO
Tax:
Sub Total:
Total:

WEIGHMASTER CERTIFICATE
THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.
LEMONS, RICK
BY _____ DEPUTY
HOLLIDAY ROCK CO., INC.

DELIVERY RECEIPT

APPROVED	
DRIVER REC'D BY	
CUSTOMER REC'D BY	
BY X	

CITY OF CORONA
Public Works Department
ADA Improvements at Various Parks - Parking Lot and Sidewalks Year 1
CONTRACT CHANGE ORDER NO. 1

PROJECT DESCRIPTION: Parking lot and sidewalk modifications to provide ADA access at four park sites.

PROJECT NO:	NIB 20-022CA	PURCHASE ORDER NO:	P21581
		JL NO:	68690110
CONTRACTOR:	TSR Construction and Inspections Inc. 8264 Avenida Leon Rancho Cucamonga, CA 91730		

DESCRIPTION OF CHANGES AND/OR EXTRA WORK:
Citrus Park changes.
The Contractor is hereby directed to make the herein described changes from the plans and specifications and/or perform the following described work not included in the Plans and Specifications for this project.

ITEM	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	TOTAL
A-2	Grind and Construct 0-3" Overlay	Tons	23.00	\$160.00	\$3,680.00
A-3	Remove concrete sidewalk/ramp	SF	-80.00	\$2.00	(\$160.00)
A-10	Install 4" Blue Stripe	LF	-157.00	\$1.50	(\$235.50)
A-12	Install 4" White Stripe	LF	25.00	\$12.00	\$300.00
A-15	Construct Curb Ramp	SF	30.00	\$12.00	\$360.00
A-16	Install Concrete Wheel Stop	EA	-2.00	\$65.00	(\$130.00)
A-17	Construct 4" PCC Sidewalk	SF	82.00	\$8.00	\$656.00
A-18	Construct Truncated Dome	SF	15.00	\$15.00	\$225.00
S-1	Remove Truncated Domes	LS	1.00	\$3,400.00	\$3,400.00
TOTAL ESTIMATED PRICE FOR THIS CHANGE ORDER:					\$8,095.50

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. This Change Order constitutes a complete and final resolution of all claims of the Contract for additional time or additional compensation related to or affected by work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

JUSTIFICATION: (Be specific on each item. Attach supporting documents as necessary)

A-2: Additional AC used per asphalt tickets provided.

A-3: Estimated quantity less than actual amount used.

A-10: Estimated quantity less than actual amount used.

A-12: Estimated quantity less than actual amount used.

A-15: Additional panel removed and replaced as requested by City.

A-16: Two wheel stops removed and not replaced to match rest of parking area.

A-17: Additional area added on pathway to restrooms by ballfield to maintain <2% slope transition.

A-18: Estimated quantity less than actual amount used.

S-1: Truncated domes not shown on plans but required to be removed.

CONTRACT VARIANCE SUMMARY				
CCO #	Amount	%	Time	Date Approved
1	\$8,095.50	4.98%		
Total	\$8,095.50	4.98%	0	
Original Contract Amount		\$162,576.50		Revised Contract Amount \$170,672.00
Date Started:		1/20/2020	Original Completion Date 2/28/2020	Revised Completion Date: 2/28/2020

AUTHORIZATION BY CITY:

Recommended for approval by:

DocuSigned by:

CBFEA8ABB2C746A... Date: 4/23/2020
Pat Shen, Project Inspector


DocuSigned by:


0F4DDBC75F5B46B... Date: 4/21/2020
Tracy Martin, Project Manager

Approved by:

DocuSigned by:

71FA9BBDEDAC4A9... Date: 4/23/2020
Vernon R. Weisman, P.E., District Engineer

DocuSigned by:

13ACFA25CB6D49E... Date: 4/23/2020
Tom Koper, P.E., City Engineer

DocuSigned by:

8D9B1571AFD54F9... Date: 4/24/2020
David Montgomery-Scott
Library & Recreation Services Director

ACCEPTANCE BY CONTRACTOR:

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Accepted by: Gabriel Z Title: President
(Please print name and title)

Signature:  Date: 4/23/2020
51D29C29F2FF4B7...

LIC:A/B 881123

FIN:562620017



Request for change order no. 1

8264 AVENIDA LEON
 RANCHO CUCAMONGA, CA 91730
 TEL (909) 331-2249
 FAX (909)987-7519

PROPOSAL SUBMITTED TO:

Name: CITY OF CORONA
 Phone: 909 824 6621 Date: 4/14/2020
 Street: 400 S VICENTIA AVE
 City: CORONA
 State: CA Zip: 92882

I propose to furnish all materials and perform all labor necessary to complete the following:

CITRUS PARK

ITEM	DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL
A-2	GRIND AND CONSTR. 0-3" A/C OVERLAY	TONS	23	\$160	\$3,600
A-3	REMOVE CONCRETE SDW/RAMP	SF	-80	\$2	(\$160)
A-10	INSTALL 4" BLUE STRIPE	LF	-157	\$1.50	(\$235.50)
A-12	INSTALL 4" WHITE STRIPE	LF	25	\$12	\$300
A-15	CONSTRUCT CURB RAMP	SF	30	\$12	360
A-16	INSTALL CONCRETE WHEEL STOP	EA	-2	\$65	(\$130)
A-17	CONSTRUCT 4" PCC SIDEWALK	SF	82	\$8	\$656
A-18	CONSTRUCT TRUNCATED DOME	SF	15	\$15	\$225
TOTAL CHANGE ORDER					\$4,695.5

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. Labor guaranteed 30 days unless otherwise stated

Customer accepts proposal as contract

Customer has the right to cancel within three days of signing this contract

Labor guaranteed 30 days unless otherwise stated.

A penalty will be charged at the rate of 11.2 % per month on unpaid balances after 30 days of invoice date. Annual percentage rate 18%

Authorized Signature _____



Holliday Rock Co., Inc. * 1401 N Benson Ave * Upland, CA 91786 * (888) 273-2200

Material Shipped From:
A/P # 1 FOOTHILL 1
2193 W. FOOTHILL BLVD
UPLAND, CA 91786



CONTROL #

THIS IS NOT A TICKET NO.

3310007

NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's Tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif B & P Code Section 12722 (a&b).

SOLD TO				TICKET #	
TSR CONSTRUCTION AND INSP				11879942	
1250 SANTANA WAY				PLANT	
CITRUS PARK				GROSS	
CORONA				31.00	
ACCT/JOB		TONS	PRODUCT #	COMMODITY INFORMATION	
TSR001		19.62	PG19	C2 PG 64-10 GB	
CARRIER	TRUCK #	TRUCK LIC. NO.	TRAILER LIC. NO.	TRAILER LIC. NO.	ORDER
Holliday	HRC-512				14
RATE 9.00					
5288362					
TARE					
11.38					
NET					
19.62					
TONS FWD.					
Tons					
TOTAL TONS					
84.32					
LOAD NO.					
4					
DRIVER GROSS & TARE					
X <input type="checkbox"/> ON <input type="checkbox"/>					
LEAVE PLANT					
ARRIVE JOB					
2:45					
LEAVE JOB					
2:55					
DELAY TIME					

Total Net

Weekend Charge:
Del Charge:
Tax:
Sub Total:
Total:

NO.
NO.

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

Hernandez, Dennis

BY

HOLLIDAY ROCK CO., INC.

DEPUTY

APPROVED

DRIVER
REC'D
BY XCUSTOMER
REC'D
BY X

DELIVERY RECEIPT



Holliday Rock Co., Inc. * 1401 N Benson Ave * Upland, CA 91786 * (888) 273-2200

Material Shipped From:
 A/P # 1 FOOTHILL 1
 2193 W. FOOTHILL BLVD
 UPLAND, CA 91786



CONTROL #

THIS IS NOT A TICKET NO.

3310016

NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/camper is responsible for the accuracy of this vehicle's Tare weight. The driver/camper will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif B & P Code Section 12722 (a&b).

SOLD TO TSR CONSTRUCTION AND INSP 1250 SANTANA WAY CITRUS PARK CORONA				DATE 01/30/2020 14:26		TICKET # 11879949	
				P.O. #		PLANT	
ACCT./JOB	TONS	PRODUCT #	COMMODITY INFORMATION				GROSS 27.24
TSR001	16.00	PG19	C2 PG 64-10 GB				TARE 11.24
CARRIER Holliday	TRUCK # HRC-508	TRUCK LIC. NO. 07956P1	TRAILER LIC. NO.	TRAILER LIC. NO.	ORDER 14	NET 16.00	
RATE 9.00						TONS FWD. Tons	
						TOTAL TONS 100.32	
						LOAD NO. 5	
						DRIVER GROSS & TARE X <input type="checkbox"/> ON <input type="checkbox"/>	
						LEAVE PLANT	
						ARRIVE JOB 3:20	
						LEAVE JOB 4:15	
						DELAY TIME 15	

5288396

*Holliday
Back*

Total Net

Weekend Charge: NO
 Del Charge: NO
 Tax:
 Sub Total:
 Total:

WEIGHMASTER CERTIFICATE
 THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.
 BY Hernandez, Dennis DEPUTY
 HOLLIDAY ROCK CO., INC.

DELIVERY RECEIPT

APPROVED	<i>Jose B</i>
DRIVER REC'D BY	X <i>J. Hernandez</i>
CUSTOMER REC'D BY	X <i>Jose B</i>



Holliday Rock Co., Inc. * 1401 N Benson Ave * Upland, CA 91786 * (888) 273-2200

Material Shipped From:
 A/P # 1 FOOTHILL 2
 2193 W. FOOTHILL BLVD
 UPLAND , CA 91786



CONTROL #

THIS IS NOT A TICKET NO.

3353959

NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/camper is responsible for the accuracy of this vehicle's Tare weight. The driver/camper will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif B & P Code Section 12722 (a&b).

SOLD TO				TICKET #	
TSR CONSTRUCTION AND INSP 1250 SANTANA WAY CITRUS PARK CORONA				20058032	
				PLANT	
				GROSS	
				34.16	
				TARE	
				12.66	
				NET	
				21.50	
				TONS FWD.	
				Tons	
				TOTAL TONS	
				21.50	
				LOAD NO.	
				1	
				DRIVER GROSS & TARE	
				<input checked="" type="checkbox"/> ON <input type="checkbox"/>	
				LEAVE PLANT	
				ARRIVE JOB	
				LEAVE JOB	
				DELAY TIME	

RATE 9.00

5288040

Total Net

Weekend Charge: NO
 Del Charge: NO
 Tax:
 Sub Total:
 Total:

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

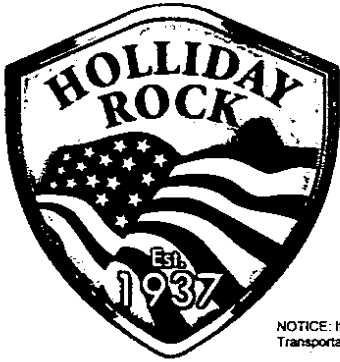
BY NOYOLA, JOVANNY DEPUTY
 HOLLIDAY ROCK CO., INC.

DELIVERY RECEIPT

APPROVED

DRIVER
 REC'D
 BY X

CUSTOMER
 REC'D
 BY X



Holliday Rock Co., Inc. * 1401 N Benson Ave * Upland, CA 91786 * (888) 273-2200

Material Shipped From:
 A/P # 1 FOOTHILL 2
 2193 W. FOOTHILL BLVD
 UPLAND , CA 91786



CONTROL #

THIS IS NOT A TICKET NO.

3353961

NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's Tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif B & P Code Section 12722 (a&b).

SOLD TO				DATE		TICKET #	
TSR CONSTRUCTION AND INSP 1250 SANTANA WAY CITRUS PARK CORONA				01/30/2020 11:25		20058033	
				P.O. #		PLANT	
						GROSS	
						35.00	
ACCT/JOB				COMMODITY INFORMATION			
TSR001				C2 PG 64-10 GB			
TONS				TARE			
21.64				13.36			
PRODUCT #				NET			
PG19				21.64			
CARRIER		TRUCK #		TRUCK LIC. NO.		ORDER	
Dynamic T		DT-5-1		45270H1		14	
TRAILER LIC. NO.		TRAILER LIC. NO.					
RATE 9.00							
5288107							
TONS FWD.							
Tons							
TOTAL TONS							
43.14							
LOAD NO.							
2							
DRIVER GROSS & TARE							
<input checked="" type="checkbox"/> ON <input type="checkbox"/>							
LEAVE PLANT							
ARRIVE JOB							
LEAVE JOB							
DELAY TIME							

Total Net

Weekend Charge: NO
 Del Charge: NO
 Tax:
 Sub Total:
 Total:

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BY NOYOLA, JOVANNY DEPUTY
 HOLLIDAY ROCK CO., INC.

DELIVERY RECEIPT

APPROVED

DRIVER
 REC'D
 BY X

CUSTOMER
 REC'D
 BY X



Holliday Rock Co., Inc. * 1401 N Benson Ave * Upland, CA 91786 * (888) 273-2200

Material Shipped From:
A/P # 1 FOOTHILL 2
2193 W. FOOTHILL BLVD
UPLAND , CA 91786



CONTROL #

THIS IS NOT A TICKET NO.

3353979

NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's Tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif B & P Code Section 12722 (a&b).

SOLD TO				DATE		TICKET #	
TSR CONSTRUCTION AND INSP 1250 SANTANA WAY CITRUS PARK CORONA				01/30/2020 12:09		20058037	
				P.O. #		PLANT	
ACCT/JOB	TONS	PRODUCT #	COMMODITY INFORMATION				
TSR001	21.56	PG19	C2 PG 64-10 GB.				
CARRIER	TRUCK #	TRUCK LIC. NO.	TRAILER LIC. NO.	TRAILER LIC. NO.	ORDER	NET	
Kimco Inc	RT-3069	02619H2			14	21.56	
RATE 9.00						TONS FWD.	
						Tons	
						TOTAL TONS	
						64.70	
						LOAD NO.	
						3	
						DRIVER GROSS & TARE	
						<input checked="" type="checkbox"/> ON <input type="checkbox"/>	
						LEAVE PLANT	
						ARRIVE JOB	
						LEAVE JOB	
						DELAY TIME	

5288220

Total Net

Weekend Charge: NO
Del Charge: NO
Tax:
Sub Total:
Total:

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BY NOYOLA, JOVANNY
HOLLIDAY ROCK CO., INC. DEPUTY

DELIVERY RECEIPT

APPROVED

DRIVER
REC'D
BY X

CUSTOMER
REC'D
BY X

INVOICE #2/CITRUS
PARK/SCH A

Project: **Project: NIB 20-022CA**
Project name: ADA IMPROVEMENTS AT VARIOUS PARKS
(Invoice:March 5,2020)
CITY OF CORONA

RANCHO CUCAMONGA, CA 91730
P:909 331 2249
F:909 987 7519

CITY OF CORONA					As-Built						
Item	Description		UNIT COST	UNIT	Quantity	PREVIOUS MONTH		CURRENT MONTH		TOTAL TO DATE	
					QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
BID - Items 1 TO 27											
1		MOBILIZATION	\$ 3,000.00	LS	1	0.50	\$1,500.00	0.50	\$1,500.00	1.00	\$ 3,000.00
2		GRIND AND CONSTRUCT 0"-3" OVERLAY	\$ 160.00	T	77	77.00	\$12,320.00	0.00	\$0.00	77.00	\$ 12,320.00
3		INSTALL SYMBOL PER CBC	\$ 400.00	EA	6	6.00	\$2,400.00	0.00	\$0.00	6.00	\$ 2,400.00
4		INSTALL 4" BLUE STRIPE	\$ 1.50	LF	600	443.00	\$664.50	157.00	\$235.50	600.00	\$ 900.00
5		INSTALL 12"LETTERS	\$ 30.00	EA	5	5.00	\$150.00	0.00	\$0.00	5.00	\$ 150.00
6		INSTALL 4" WHITE STRIPE	\$ 12.00	LF	90	90.00	\$1,080.00	0.00	\$0.00	90.00	\$ 1,080.00
7		INSTALL R99C	\$ 300.00	EA	2	2.00	\$600.00	0.00	\$0.00	2.00	\$ 600.00
8		INSTALL R99C MOD	\$ 300.00	EA	1	1.00	\$300.00	0.00	\$0.00	1.00	\$ 300.00
9		CONSTRUCT CURB RAMP	\$ 12.00	SF	380	380.00	\$4,560.00	0.00	\$0.00	380.00	\$ 4,560.00
10		INSTALL CONCRETE WHEEL STOP	\$ 65.00	EA	8	6.00	\$390.00	2.00	\$130.00	8.00	\$ 520.00
11		CONSTRUCT 4" SIDEWALK	\$ 8.00	SF	250	250.00	\$2,000.00	0.00	\$0.00	250.00	\$ 2,000.00
12		CONSTRUCT TRUNCATED DOME	\$ 15.00	SF	60	60.00	\$900.00	0.00	\$0.00	60.00	\$ 900.00
13		CONSTRUCT RETAINING CURB	\$ 50.00	LF	40	40.00	\$2,000.00	0.00	\$0.00	40.00	\$ 2,000.00
14		REMOVE CONCRETE SIDEWALK/RAMP	\$ 2.00	SF	630	550.00	\$1,100.00	80.00	\$160.00	630.00	\$ 1,260.00
15		REMOVE WHEEL STOP	\$ 30.00	EA	5	5.00	\$150.00	0.00	\$0.00	5.00	\$ 150.00
16		REMOVE CONCRETE CURB/CURB AND GUTTER	\$ 10.00	LF	60	60.00	\$600.00	0.00	\$0.00	60.00	\$ 600.00
17		REMOVE BOLLARDS	\$ 300.00	EA	4	4.00	\$1,200.00	0.00	\$0.00	4.00	\$ 1,200.00
18		REMOVE SIGN AND POST	\$ 250.00	EA	2	2.00	\$500.00	0.00	\$0.00	2.00	\$ 500.00
19		REMOVE EXISTING PAVEMENT STRIPE	\$ 50.00	LF	54	54.00	\$2,700.00	0.00	\$0.00	54.00	\$ 2,700.00
20		SITE SECURITY	\$ 700.00	EA	1	1.00	\$700.00	0.00	\$0.00	1.00	\$ 700.00
21											
22											
23											
24											
25											
26											
27											
28											
		\$ -			35814.50		2025.50		\$ 37,840.00		
		c.c.o.-1	\$ 3,400.00	LS	1	1.00	\$3,400.00	0.00	\$0.00	1.00	\$ 3,400.00
		C.C.O.2	\$4,695.00	LS	1	0	0	1	\$4,695.00	1	\$ 4,695.00
		TOTAL CONTRACT WITH CHANGE ORDERS			39214.5		\$6,720.50		1	\$ 45,935.00	
		GRAND TOTAL AMOUNT			\$ 45,935.00						
		LESS 5% RETENTION			\$ 2,296.75						
		NETT AMOUNT DUE			\$ 43,638.25						
		LESS PREVIOUS PAYMENTS			\$ 42,213.73						
		TOTAL DUE THIS REQUEST			\$ 1,424.52						

CONTRACTOR'S SIGNATURE GABRIEL
ZAPIRTAN

PROJECT MANAGER'S SIGNATURE

Date: 4/21/2020

Page 1 of 3

CITY OF CORONA
Public Works Department
ADA Improvements at Various Parks - Parking Lot and Sidewalks Year 1
CONTRACT CHANGE ORDER NO. 2

PROJECT DESCRIPTION: Parking lot and sidewalk modifications to provide ADA access at four park sites.

PROJECT NO: NIB 20-022CA

PURCHASE ORDER NO: P21581
JL NO: 68690110

CONTRACTOR: TSR Construction and Inspections Inc.
8264 Avenida Leon
Rancho Cucamonga, CA 91730

DESCRIPTION OF CHANGES AND/OR EXTRA WORK:

Mountain Gate Park changes.

The Contractor is hereby directed to make the herein described changes from the plans and specifications and/or perform the following described work not included in the Plans and Specifications for this project.

ITEM	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	TOTAL
B-2	Construct 0-3" A/C Overlay	Tons	63.00	\$170.00	\$10,710.00
B-3	Remove concrete sidewalk/ramp	SF	-125.00	\$4.00	(\$500.00)
B-4	Remove wheel stop	EA	-2.00	\$30.00	(\$60.00)
B-5	Remove concrete curb/curb and gutter	LF	-7.00	\$10.00	(\$70.00)
B-6	Remove sign & post, fill-in	EA	-2.00	\$300.00	(\$600.00)
B-7	Remove A/C Pavement/Base	SF	-20.00	\$10.00	(\$200.00)
B-8	Remove existing pavement symbol	SF	-20.00	\$20.00	(\$400.00)
B-10	Install 4" Blue Stripe	LF	-102.00	\$1.50	(\$153.00)
B-12	Install 12" White Letters - Compact	EA	-1.00	\$30.00	(\$30.00)
B-15	Install R99C-MOD	EA	-1.00	\$500.00	(\$500.00)
B-16	Construct curb ramp	SF	-24.00	\$12.00	(\$288.00)
B-17	Install concrete wheel stop	EA	-2.00	\$60.00	(\$120.00)
B-18	Construct Dig-Out/Slot Paving	SF	-80.00	\$12.00	(\$960.00)
B-19	Construct concrete sidewalk	SF	214.00	\$8.00	\$1,712.00
B-20	Construct truncated dome	SF	12.00	\$12.00	\$144.00
B-21	Install sign and post	EA	-1.00	\$500.00	(\$500.00)
B-22	Construct retaining curb	LF	20.00	\$50.00	\$1,000.00
S-1	Additional slot paving/grind and overlay	LS	1.00	\$8,500.00	\$8,500.00
TOTAL ESTIMATED PRICE FOR THIS CHANGE ORDER:					\$17,685.00

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. This Change Order constitutes a complete and final resolution of all claims of the Contract for additional time or additional compensation related to or affected by work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Date: 4/21/2020

Page 2 of 3

JUSTIFICATION: (Be specific on each item. Attach supporting documents as necessary)

B-2: Original quantity estimate on bid was incorrect.

B-3: Contractor removed more sidewalk than required; not billing for removal.

B-4: Included in S-1.

B-5: Estimated quantity higher than actual.

B-6: Only 2 signs needed to be removed.

B-7: Estimated quantity higher than actual.

B-8: Included in S-1.

B-10: Estimated quantity higher than actual.

B-11: "Compact" not installed.

B-15: Only one sign installed.

B-16: Estimated quantity higher than actual.

B-17: 2 concrete wheel stops not reinstalled to match other spaces.

B-18: Estimated quantity higher than actual.

B-19: Additional panels needed to be removed to achieve 2% slope.

B-20: Additional truncated dome installed than indicated on plan.

CONTRACT VARIANCE SUMMARY				
CCO #	Amount	%	Time	Date Approved
1	\$8,095.50	4.98%		
2	\$17,685.00	10.88%		
Total	\$25,780.50	15.86%	0	
Original Contract Amount		\$162,576.50		Revised Contract Amount \$188,357.00
Date Started:		1/20/2020	Original Completion Date 2/28/2020	Revised Completion Date: 2/28/2020

AUTHORIZATION BY CITY:

Recommended for approval by:

DocuSigned by:
Pat Shen
CBFEABABB2C746A... Date: 4/23/2020
Pat Shen, Project Inspector

DocuSigned by:
Tracy Martin
0F4DDBC75F5B46B... Date: 4/21/2020
Tracy Martin, Project Manager

Approved by:

DocuSigned by:
Vernon R. Weisman
74FA9BBDEEDAC4A9... Date: 4/23/2020
Vernon R. Weisman, P.E., District Engineer

DocuSigned by:
Tom Koper
13ACFA25CB6D49E... Date: 4/23/2020
Tom Koper, P.E., City Engineer

DocuSigned by:
David Montgomery-Scott
8D9B1571AFD54F9... 4/24/2020
David Montgomery-Scott
Library & Recreation Services Director

ACCEPTANCE BY CONTRACTOR:

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Accepted by Gabriel Z Title: President
(Please print name and title)

Signature:  Date: 4/23/2020
51D29C29F2FF4B7...

X
X

Preliminary
As Bid
As Marked
As Built



E.L.N. 562620017
LIC:A/B:881123
8264 AVENIDA LEON

INVOICE #2/MOUNAIN
GATE PARK/ SCH. B

Project: Project: NIB 20-022CA
Project name: ADA IMPROVEMENTS AT VARIOUS PARKS
(Invoice:APRIL9,2020)
CITY OF CORONA

RANCHO CUCAMONGA, CA 91730
P:909 331 2249
F:909 987 7519

CITY OF CORONA					As-Built								
Item	Description			UNIT COST	UNIT	Quantity	PREVIOUS MONTH		CURRENT MONTH		TOTAL TO DATE		
					QTY	AMOUNT		QTY	AMOUNT		QTY	AMOUNT	
BID - Items 1 TO 27													
1			MOBILIZATION	\$ 2,500.00	LS	1	1.00	\$2,500.00	0.00	\$0.00	1.00	\$	2,500.00
2			GRIND AND CONSTRUCT 0"-3" OVERLAY	\$ 170.00	T	17	17.00	\$2,890.00	0.00	\$0.00	17.00	\$	2,890.00
3			REMOVE CONCRETE SIDEWALK RAMP	\$ 4.00	SF	725	625.00	\$2,500.00	100.00	\$400.00	725.00	\$	2,900.00
4			REMOVE CONCRETE WHEEL STOP	\$ 30.00	EA	2	0.00	\$0.00	2.00	\$60.00	2.00	\$	60.00
5			REMOVE CONCRETE CURB/CURB AND GUTTER	\$ 10.00	LF	155	148.00	\$1,480.00	7.00	\$70.00	155.00	\$	1,550.00
6			REMOVE SIGN AND POST	\$ 300.00	EA	4	2.00	\$600.00	2.00	\$600.00	4.00	\$	1,200.00
7			REMOVE AC PAVEMENT/ BASE	\$ 10.00	SF	320	300.00	\$3,000.00	20.00	\$200.00	320.00	\$	3,200.00
8			REMOVE EX PAVEMENT SYMBOL	\$ 20.00	SF	20	0.00	\$0.00	20.00	\$400.00	20.00	\$	400.00
9			INSTALL SYMBOL PER CBC FIG 11B	\$ 400.00	EA	6	6.00	\$2,400.00	0.00	\$0.00	6.00	\$	2,400.00
10			INSTALL 4" BLUE STRIPE	\$ 1.50	LF	520	418.00	\$627.00	102.00	\$153.00	520.00	\$	780.00
11			INSTALL 12" NO PARKING	\$ 30.00	EA	5	5.00	\$150.00	0.00	\$0.00	5.00	\$	150.00
12			INSTALL 12" COMPACT	\$ 30.00	EA	1	0.00	\$0.00	1.00	\$30.00	1.00	\$	30.00
13			INSTALL 4" WHITE STRIPE	\$ 10.00	LF	54	54.00	\$540.00	0.00	\$0.00	54.00	\$	540.00
14			INSTALL R99C	\$ 500.00	EA	1	1.00	\$500.00	0.00	\$0.00	1.00	\$	500.00
15			INSTALL R99C- MOD	\$ 500.00	EA	2	1.00	\$500.00	1.00	\$500.00	2.00	\$	1,000.00
16			INSTALL CURB RAMP	\$ 12.00	SF	360	336.00	\$4,032.00	24.00	\$288.00	360.00	\$	4,320.00
17			INSTALL WHEEL STOP	\$ 60.00	EA	11	9.00	\$540.00	2.00	\$120.00	11.00	\$	660.00
18			CONSTRUCT DIG OUT / SLOT PATCH	\$ 12.00	SF	380	300.00	\$3,600.00	80.00	\$960.00	380.00	\$	4,560.00
19			CONSTRUCT CONCRETE SIDEWALK	\$ 8.00	SF	50	50.00	\$400.00	0.00	\$0.00	50.00	\$	400.00
20			CONSTRUCT TRUNCATED DOME	\$ 12.00	SF	48	48.00	\$576.00	0.00	\$0.00	48.00	\$	576.00
21			CONSTRUCT TOW AWAY SIGN AND POST	\$ 500.00	EA	1	0.00	\$0.00	1.00	\$500.00	1.00	\$	500.00
22			CONSTRUCT RETAINING CURB	\$ 50.00	LF	60	60.00	\$3,000.00	0.00	\$0.00	60.00	\$	3,000.00
23			SITE SECURITY	\$ 700.00	EA	1	1.00	\$700.00	0.00	\$0.00	1.00	\$	700.00
24													
25													
26													
27													
28													
	\$ -				\$30,535 \$4,281 \$ 34,816.00								
			c.c.o. 1	\$ 17,685.00	LS	1	0.00	0	1.00	\$17,685	1.00	\$	17,685.00
			TOTAL CONTRACT WITH CHANGE ORDERS			30537		17,685		\$ 52,501.00			
			GRAND TOTAL AMOUNT			\$ 52,501.00							
			LESS 5% RETENTION			\$ 2,625.05							
			NETT AMOUNT DUE			\$ 49,875.95							
			LESS PREVIOUS PAYMENTS			\$ 29,008.25							
			TOTAL DUE THIS REQUEST			\$ 20,867.70							

CONTRACTOR'S SIGNATURE
GABRIEL ZAPIRTAN

PROJECT MANAGER'S SIGNATURE

LIC:A/B 881123

FIN:562620017



Request for change order no. 2

8264 AVENIDA LEON
 RANCHO CUCAMONGA, CA 91730
 TEL (909) 331-2249
 FAX (909)987-7519

PROPOSAL SUBMITTED TO:

Name: CITY OF CORONA
 Phone: 909 824 6621 Date: 4/14/2020
 Street: 400 S VICENTIA AVE
 City: CORONA
 State: CA Zip: 92882

I propose to furnish all materials and perform all labor necessary to complete the following:

MOUNTAIN GATE PARK					
ITEM	DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL
B-2	GRIND AND CONSTR. 0-3" A/C OVERLAY	TONS	63	\$170	\$10,710
B-3	REMOVE CONCRETE SDW/RAMP	SF	-125	\$4	(\$500)
B-4	REMOVE WHEEL STOP	EA	-2	\$30	(\$60)
B-5	REMOVE CONCRETE CURB/ C&G	LF	-7	\$10	(\$70)
B-6	REMOVE SIGN AND POST, FILL IN	EA	-2	\$300	(\$600)
B-7	REMOVE AC PAVEMENT/BASE	SF	-20	\$10	(\$200)
B-8	REMOVE EXISTING PAVEMENT SYMBOL	SF	-20	\$20	(\$400)
B-10	INSTALL 4" BLUE STRIPE	LF	-102	\$1.5	(\$153)
B-12	INSTALL 12" LETTERS -COMPACT	3A	-1	\$30	(\$30)
B-15	INSTALL R99C-MOD	EA	-1	\$500	(\$500)
B-16	CONSTRUCT CURB RAMP	SF	-24	\$12	(\$288)
B-17	INSTALL CONCRETE WHEEL STOP	EA	-2	\$60	(\$120)
B-18	CONSTRUCT DIG-OUT/ SLOT PAVING	SF	-80	\$12	(\$960)
B-19	CONSTRUCT CONCRETE SIDEWALK	SF	214	\$8	\$1,712
B-20	CONSTRUCT TRUNCATED DOME	SF	12	\$12	\$144
B21	INSTALL SIGN AND POST	EA	-1	\$500	(\$500)
B-22	CONSTRUCT RETAINING CURB	LF	20	\$50	\$1,000
S-1	ADDITIONAL SLOT PAVING/GRIND AND OVERLAY	LS	1	\$8,500	\$8,500

TOTAL CHANGE ORDER

\$17,685

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. Labor guaranteed 30 days unless otherwise stated

Customer accepts proposal as contract

Customer has the right to cancel within three days of signing this contract

LIC:A/B 881123

FIN:562620017

Labor guaranteed 30 days unless otherwise stated.

A penalty will be charged at the rate of 11.2 % per month on unpaid balances after 30 days of invoice date. Annual percentage rate 18%

Authorized Signature _____



Holliday Rock Co., Inc. * 1401 N Benson Ave * Upland, CA 91786 * (888) 273-2200

Material Shipped From:
A/P # 4 COLTON 1
249 E SANTA ANA AVE
RIALTO, CA 92376



CONTROL #
THIS IS NOT A TICKET NO.

3367159

NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/cARRIER is responsible for the accuracy of this vehicle's Tare weight. The driver/cARRIER will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif B & P Code Section 12722 (a&b).

SOLD TO				DATE		TICKET #
TSR CONSTRUCTION AND INSP				02/21/2020 12:29		14758070
MAIN ST & MOUNTAIN GATE				P.O. #		PLANT
CORONA						GROSS
						34.40
ACCT./JOB	TONS	PRODUCT #	COMMODITY INFORMATION			TARE
TSR001	21.50	PG19	C2 PG 64-10 GB			12.90
CARRIER	TRUCK #	TRUCK LIC. NO.	TRAILER LIC. NO.	TRAILER LIC. NO.	ORDER	NET
Agua Tra	41-1	5425801			39	21.50
RATE 9.00						TONS FWD
						Tons
						TOTAL TONS
						40.50
						LOAD NO.
						2
						DRIVER GROSS & TARE
						<input checked="" type="checkbox"/> ON <input type="checkbox"/>
						LEAVE PLANT
						ARRIVE JOB
						LEAVE JOB
						DELAY TIME

5312107

Total Net

Weekend Charge: NO
Del Charge: NO
Tax:
Sub Total:
Total:

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BY LEMO, RICK DEPUTY
HOLLIDAY ROCK CO., INC.

CUSTOMER COPY

APPROVED

DRIVER
REC'D
BY X

CUSTOMER
REC'D
BY X



Holliday Rock Co., Inc. * 1401 N Benson Ave * Upland, CA 91786 * (888) 273-2200

Material Shipped From:
 A/P # 4 COLTON 1
 249 E SANTA ANA AVE
 RIALTO, CA 92376


 CONTROL #
 THIS IS NOT A TICKET NO.

3367165

NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/camper is responsible for the accuracy of this vehicle's Tare weight. The driver/camper will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif B & P Code Section 12722 (a&b).

SOLD TO				TICKET #	
TSR CONSTRUCTION AND INSP				14758078	
MAIN ST & MOUNTAIN GATE				PLANT	
CORONA				GROSS	
				30.71	
DATE				14:36	
P.O. #					
ACCT./JOB	TONS	PRODUCT #	COMMODITY INFORMATION		
TSR001	18.00	PG19	C2 P 64-10 GB		
CARRIER	TRUCK #	TRUCK LIC. NO.	TRAILER LIC. NO.	TRAILER LIC. NO.	ORDER
Elliott C	216	9788368			
RATE 9.00					
5312322					
2 LOCATIONS					
UN/LR					
TARE					
12.71					
NET					
18.00					
TONS FWD.					
Tons					
TOTAL TONS					
58.50					
LOAD NO					
3					
DRIVER GROSS & TARE					
<input checked="" type="checkbox"/> ON <input type="checkbox"/>					
LEAVE PLANT					
ARRIVE JOB					
1530					
LEAVE JOB					
1630					
DELAY TIME					
30 min					

Total Net

Weekend Charge

NO

Del Charge

NO

Tax

Sub Total

Total

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

LEMOUE, RICK

BY _____ HOLLIDAY ROCK CO., INC. DEPUTY

DRIVER COPY

APPROVED

DRIVER
REC'D
BY XCUSTOMER
REC'D
BY X



Holliday Rock Co., Inc. * 1401 N Benson Ave * Upland, CA 91786 * (888) 273-2200

Material Shipped From:
A/P # 4 COLTON 1
249 E SANTA ANA AVE
RIALTO , CA 92376



CONTROL #

THIS IS NOT A TICKET NO.

3367166

NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's Tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif B & P Code Section 12722 (a&b).

SOLD TO				DATE		TICKET #	
TSR CONSTRUCTION AND INSP				02/21/2020		14758079	
MAIN ST & MOUNTAIN GATE				14:43		PLANT	
CORONA				P.O. #		GROSS	
						34.40	
ACCT./JOB	TONS	PRODUCT #	COMMODITY INFORMATION				
TSR001	21.50	PG19	C2 PG 64-10 GB				
CARRIER	TRUCK #	TRUCK LIC. NO.	TRAILER LIC. NO.	TRAILER LIC. NO.	ORDER	TARE	
Agua's Tra Al	1	5463501				12.90	
RATE 9.00						NET	
						21.50	
						TONS FWD.	
						Tons	
						TOTAL TONS	
						80.00	
						LOAD NO.	
						4	
						DRIVER GROSS & TARE	
						<input checked="" type="checkbox"/> ON <input type="checkbox"/>	
						LEAVE PLANT	
						ARRIVE JOB	
						LEAVE JOB	
						DELAY TIME	

Total Net

Weekend Charge:

NO

Del Charge:

NO

Tax:

Sub Total:

Total:

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

LEMONS, RICK

BY _____ HOLLIDAY ROCK CO., INC.

DEPUTY

APPROVED

DRIVER
REC'D
BY XCUSTOMER
REC'D
BY X

CUSTOMER COPY

Date: 4/21/2020

Page 1 of 3

CITY OF CORONA
Public Works Department
ADA Improvements at Various Parks - Parking Lot and Sidewalks Year 1
CONTRACT CHANGE ORDER NO. 3

PROJECT DESCRIPTION: Parking lot and sidewalk modifications to provide ADA access at four park sites.

PROJECT NO:	NIB 20-022CA	PURCHASE ORDER NO:	P21581
		JL NO:	68690110
CONTRACTOR:	TSR Construction and Inspections Inc. 8264 Avenida Leon Rancho Cucamonga, CA 91730		

DESCRIPTION OF CHANGES AND/OR EXTRA WORK:
Promenade Park changes.

The Contractor is hereby directed to make the herein described changes from the plans and specifications and/or perform the following described work not included in the Plans and Specifications for this project.

ITEM	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	TOTAL
C-2	Construct 0-3" A/C Overlay	Tons	5.00	\$200.00	\$1,000.00
C-3	Remove concrete sidewalk/ramp	SF	128.00	\$4.00	\$512.00
C-7	Remove A/C Pavement/Base	SF	-74.00	\$10.00	(\$740.00)
C-10	Install 4" Blue Stripe	LF	-51.00	\$1.50	(\$76.50)
C-12	Install 12" White Letters "Compact"	EA	-3.00	\$30.00	(\$90.00)
C-13	Install 4" White Stripe	LF	177.00	\$15.00	\$2,655.00
C-16	Construct curb ramp	SF	85.00	\$12.00	\$1,020.00
C-18	Construct Dig-Out/Slot Paving	SF	-74.00	\$10.00	(\$740.00)
C-19	Construct Concrete Sidewalk	SF	33.00	\$10.00	\$330.00
C-20	Construct Truncated Dome	SF	21.00	\$12.00	\$252.00
C-22	Construct retaining curb	LF	18.00	\$50.00	\$900.00
					\$0.00
TOTAL ESTIMATED PRICE FOR THIS CHANGE ORDER:					\$5,022.50

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. This Change Order constitutes a complete and final resolution of all claims of the Contract for additional time or additional compensation related to or affected by work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Date: 4/21/2020

Page 2 of 3

JUSTIFICATION: (Be specific on each item. Attach supporting documents as necessary)

C-2 Additional A/C used. Tickets attached.

C-3 Additional panel removed near tennis courts and at parking lot.

C-7 Original estimate higher than actual.

C-10 Original estimate higher than actual.

C-12 Not reinstalled on 3 spots.

C-13 Original quantity less than actual.

C-16 Additional panel installation due to additional removal in C-3

C-18 Original estimate higher than actual, goes with C-7

C-19 Additional panel installation due to additional removal in C-3


C-20 Additional truncated domes needed for additional panel replacement at parking lot.

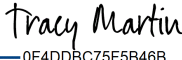
C-22 Additional retaining curb needed with additional panel removed at parking lot.

CONTRACT VARIANCE SUMMARY				
CCO #	Amount	%	Time	Date Approved
1	\$8,095.50	4.98%		
2	\$17,685.00	10.88%		
3	\$5,022.50	3.09%		
Total	\$30,803.00	18.95%	0	
Original Contract Amount		\$162,576.50		Revised Contract Amount \$193,379.50
Date Started: 1/20/2020		Original Completion Date 2/28/2020		Revised Completion Date: 2/28/2020


AUTHORIZATION BY CITY:

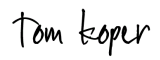
Recommended for approval by:

DocuSigned by:

CBFEABABB2C746A... Date: 4/23/2020
Pat Shen, Project Inspector

DocuSigned by:

0F4DDBC75F5B46B... Date: 4/21/2020
Tracy Martin, Project Manager

Approved by:

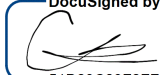
DocuSigned by:

71FA9BBDEDAC4A9... Date: 4/23/2020
Vernon R. Weisman, P.E., District Engineer

DocuSigned by:

13ACFA25CB6D49E... Date: 4/27/2020
Tom Koper, P.E., City Engineer

ACCEPTANCE BY CONTRACTOR:

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Accepted by: Gabriel Z Title: President
(Please print name and title)

Signature:  Date: 4/27/2020
51D29C29F2FF4B7...

X
X

Preliminary
As Bid
As Marked
As Built



TSR
Construction and Inspection

20017
31123
8264 AVENIDA LEON

INVOICE #2 PROMENADE PARK SCH C

Project:

Project: NIB 20-022CA

Project name: ADA IMPROVEMENTS AT VARIOUS PARKS
(Invoice: March 5, 2020)

CITY OF CORONA

RANCHO CUCAMONGA, CA 91730

P: 909 331 2249

F: 909 987 7519

CITY OF CORONA					As-Built								
Item	Description		UNIT COST	UNIT	Quantity	PREVIOUS MONTH		CURRENT MONTH		TOTAL TO DATE			
					QTY	AMOUNT		QTY	AMOUNT		QTY	AMOUNT	
BID - Items 1 TO 27													
1		MOBILIZATION	\$ 2,000.00	LS	1	0.50	\$1,000.00	0.50	\$1,000.00	1.00	\$	2,000.00	
2		GRIND AND CONSTRUCT 0"-3" OVERLAY	\$ 200.00	T	15	15.00	\$3,000.00	0.00	\$0.00	15.00	\$	3,000.00	
3		INSTALL SYMBOL PER CBC	\$ 500.00	EA	4	4.00	\$2,000.00	0.00	\$0.00	4.00	\$	2,000.00	
4		INSTALL 4" BLUE STRIPE	\$ 1.50	LF	315	264.00	\$396.00	51.00	\$76.50	315.00	\$	472.50	
5		INSTALL 12" COMPACT	\$ 30.00	EA	3	0.00	\$0.00	3.00	\$90.00	3.00	\$	90.00	
6		INSTALL 12" NO PARKING	\$ 30.00	EA	3	3.00	\$90.00	0.00	\$0.00	3.00	\$	90.00	
7		INSTALL 4" WHITE STRIPE	\$ 15.00	LF	75	75.00	\$1,125.00	0.00	\$0.00	75.00	\$	1,125.00	
8		INSTALL R99C	\$ 500.00	EA	2	2.00	\$1,000.00	0.00	\$0.00	2.00	\$	1,000.00	
9		INSTALL R99C- MOD	\$ 500.00	EA	1	0.00	\$0.00	1.00	\$500.00	1.00	\$	500.00	
10		CONSTRUCT CURB RAMP	\$ 12.00	SF	300	300.00	\$3,600.00	0.00	\$0.00	300.00	\$	3,600.00	
11		INSTALL WHEEL STOP	\$ 60.00	EA	3	3.00	\$180.00	0.00	\$0.00	3.00	\$	180.00	
12		CONSTRUCT CONCRETE DIG OUT	\$ 10.00	SF	150	76.00	\$760.00	74.00	\$740.00	150.00	\$	1,500.00	
13		CONCSTRUCT CONCRETE SIDEWALK	\$ 10.00	SF	150	150.00	\$1,500.00	0.00	\$0.00	150.00	\$	1,500.00	
14		CONSTRUCT TRUNCATED DOME	\$ 12.00	SF	24	24.00	\$288.00	0.00	\$0.00	24.00	\$	288.00	
15		CONSTRUCT RETAINING CURB	\$ 50.00	LF	37	37.00	\$1,850.00	0.00	\$0.00	37.00	\$	1,850.00	
16		REMOVE CONCRETE SIDEWALK RAMP	\$ 4.00	SF	440	315.00	\$1,260.00	125.00	\$500.00	440.00	\$	1,760.00	
17		REMOVE WHEEL STOP	\$ 50.00	EA	1	1.00	\$50.00	0.00	\$0.00	1.00	\$	50.00	
18		REMOVE CONCRETE CURB/CURB AND GUTTER	\$ 10.00	LF	37	37.00	\$370.00	0.00	\$0.00	37.00	\$	370.00	
19		REMOVE SIGN	\$ 200.00	EA	3	3.00	\$600.00	0.00	\$0.00	3.00	\$	600.00	
20		REMOVE AC PAVEMENT/ BASE	\$ 10.00	SF	150	76.00	\$760.00	74.00	\$740.00	150.00	\$	1,500.00	
21		REMOVE SYMBOL	\$ 200.00	EA	3	3.00	\$600.00	0.00	\$0.00	3.00	\$	600.00	
22		REMOVE STRIPING	\$ 10.00	LF	275	275.00	\$2,750.00	0.00	\$0.00	275.00	\$	2,750.00	
23		SITE SECURITY	\$ 700.00	EA	1	1.00	\$700.00	0.00	\$0.00	1.00	\$	700.00	
24													
25													
26													
27													
28													
		\$ -			\$23,879 3646.50 \$ 27,525.50								
		c.c.o. 1	\$ 5,022.50	LS	1	0.00	0	1.00	\$ 5,022.50	1.00	\$	5,022.50	
		c.c.											
		TOTAL CONTRACT WITH CHANGE ORDERS			29036 8,169 \$ 32,547.50								
		GRAND TOTAL AMOUNT			\$ 32,547.50								
		LESS 5% RETENTION			\$ 1,627.37								
		NETT AMOUNT DUE			\$ 30,920.13								
		LESS PREVIOUS PAYMENTS			\$ 27,584.20								
		TOTAL DUE THIS REQUEST			\$ 3,335.93								

CONTRACTOR'S SIGNATURE

GABRIEL ZAPIRTAN

PROJECT MANAGER'S SIGNATURE

LIC:A/B 881123

FIN:562620017



Request for change order no. 3

8264 AVENIDA LEON
 RANCHO CUCAMONGA, CA 91730
 TEL (909) 331-2249
 FAX (909)987-7519

PROPOSAL SUBMITTED TO:

Name: CITY OF CORONA
 Phone: 909 824 6621 Date: 4/14/2020
 Street: 400 S VICENTIA AVE
 City: CORONA
 State: CA Zip: 92882

I propose to furnish all materials and perform all labor necessary to complete the following:

PROMENADE PARK					
ITEM	DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL
C-2	CONSTRUCT 0-3" A/C OVERLAY	TONS	5	\$200	\$1,000
C-3	REMOVE CONCRETE SDW/RAMP	SF	128	\$4	\$512
C-7	REMOVE A/C PAVEMENT/BASE	SF	-74	\$10	(\$740)
C-10	INSTALL 4" BLUE STRIPE	LF	-51	\$1.50	(\$76.50)
C-12	INSTALL 12" WHITE LETTERS COMPACT	EA	-3	\$30	(\$90.00)
C-13	INSTALL 4" WHITE STRIPE	LF	177	\$15	\$2,655
C-16	CONSTRUCT CURB RAMP	SF	85	\$12	\$1,020
C-18	CONSTRUCT DIG-OUT/SLOT PAVING	SF	-74	\$10	(\$740)
C-19	CONSTRUCT CONCRETE SIDEWALK	SF	33	\$10	\$330
C-20	CONSTRUCT TRUNCATED DOME	SF	21	\$12	\$252
C-22	CONSTRUCT RETAINING CURB	LF	18	\$50	\$900
TOTAL CHANGE ORDER					\$5,022.50

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. Labor guaranteed 30 days unless otherwise stated

Customer accepts proposal as contract

Customer has the right to cancel within three days of signing this contract

Labor guaranteed 30 days unless otherwise stated.

A penalty will be charged at the rate of 11.2 % per month on unpaid balances after 30 days of invoice date. Annual percentage rate 18%

Authorized Signature _____



1401 N. Benson Ave., Upland, CA 91786
 Phone 909-982-1553 Fax 909-949-6315
www.HollidayRock.com

INVOICE# 1155882

Date 1/30/2020

Bill To:
 TSR CONSTRUCTION AND INSPECTIO
 8264 AVENIDA LEON
 RANCHO CUCAMONGA, CA 91730

Ship To:
 TSR CONSTRUCTION AND INSPECTIO
 VARIOUS LOCATIONS
 AB219 - ADA IMPROVEMENTS AT VA
 CORONA

CUSTOMER ID
 TSR001

PURCHASE ORDER #

CUSTOMER JOB #

TICKET	ITEM NUMBER	DESCRIPTION	SHIPPED U OF M	UNIT PRICE	EXT. PRICE
11879870	Delivery	Delivery Charge	1.00 Each	\$180.00	\$180.00
11879870	HLBACK	HAUL BACK TIME	2.00 Hours	\$95.00	\$190.00
11879870	PG19	C2 PG 64-10 GB	20.00 Tons	\$46.00	\$920.00
11879870	StandbyA	Standby Time	50.00 Each	\$2.00	\$100.00

TOTAL STANDBY	1 TOTAL ENVIRONMENTAL FEE(S)	TOTAL YARDS/TONS
\$100.00	\$2.00	20.00

PAYMENT DUE AT THE END OF THE MONTH FOLLOWING DATE OF INVOICE. Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and Holliday Rock Co., Inc. shall be entitled a reasonable sum as and for collection costs and attorneys' fees whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum). PLEASE PAY FROM THIS INVOICE.

SUBTOTAL	\$1,392.00
TAX	\$71.46
TOTAL	\$1,463.46

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 07/15/2020

TO: Honorable Mayor and City Council Members

FROM: Police Department

SUBJECT:

City Council consideration of accepting and appropriating the 2020 Community Oriented Policing Services (COPS) Cops Hiring Program (CHP) Grant.

RECOMMENDED ACTION:

That the City Council:

- a. Authorize the acceptance of \$375,000 from the U.S. Department of Justice 2020 Office of Community Oriented Policing Services (COPS) Hiring Program (CHP) Grant for three Police Office I/II positions, over a three year period.
- b. Authorize three recurring Police Officer I/II positions, with three years of budget supplemented by the grant funding and the difference from the recurring General Fund, which includes the local cost sharing requirement. The authorization of positions for the retention period and beyond will be included in the General Fund.
- c. Appropriate \$60,000 from the US DOJ Grant Fund 411, CHP reimbursement grant as noted above, and increase revenue estimates by the same amount for the period of January 1, 2021 through June 30, 2021.
- d. Transfer General Fund budget of \$48,903 from the Homeless Program in the Management Services Department to the Police Department operating budget for the period of January 1, 2021 through June 30, 2021.
- e. Authorize the City Manager and Chief of Police to execute any required grant documents that are in compliance with the City Council's actions hereunder.

ANALYSIS:

In March 2020, the Corona Police Department applied for the 2020 COPS Hiring Program, or CHP, Grant being offered from the Office of Community Oriented Policing

Services, or COPS. This competitive grant provides funding to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. The Police Department requested three entry level police officer positions to move towards achieving staffing goals presented in the 2019 Department Assessment and the 2020 Homeless Strategic Plan.

In June 2020, the Police Department received notification of an award. Three Police Officers through the Community Oriented Policing program were approved. This award will allow the Department to serve the citizens of Corona by deploying two additional specially trained officers to our Homeless Outreach Psychological Evaluation (HOPE) Team, as was recommended in the Hillard Heintze Police Department Assessment. In 2017 the HOPE Team responded to 2,512 homeless related calls. The HOPE Team provides security for homeless outreach services, acts as a liaison for community and business groups, and when necessary, provides enforcement of city and state laws. In 2019 the HOPE Team responded to 3,584 homeless related calls, a 42% increase in homeless calls for service. The two additional officers will augment the HOPE Team and allow the HOPE Team to be available additional hours and days of the week.

The other additional officer will be deployed to address quality of life issues, including vandalism, auto theft, burglaries, identity theft, and juvenile delinquencies, through community policing. Community Oriented Policing stimulates creative solutions to crime problems that begin in neighborhoods by working with those community members. Corona Police Officers work to identify and establish community resources and contacts which are utilized to reduce or eliminate neighborhood and community crime problems. The Community Oriented Policing philosophy is an integral part of the Corona Police Department mission. The grant also places an emphasis on hiring veterans.

The grant would authorize the positions for a period of three years. The grant period is July 1, 2020 to June 20, 2023. Due to the detailed hiring and background process, it is anticipated to have these positions filled in January 2021. At the conclusion of the grant, the local jurisdiction must assure retention of grant funded officer positions for a minimum of one year with local or state funds, over and above the number of locally-funded positions that would have existed in the absence of the grant. This City Council action will approve this retention period, as well as authorize the three positions on a recurring basis.

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.

FISCAL IMPACT:

The CHP grant will reimburse the City \$375,000 over a three year period for three Police Officer I/II positions. Expenditures will be submitted quarterly to the Office of Community Oriented Policing Services for reimbursement. For FY 2021, the recommended appropriation is a pro-rated budget effective from January 1, 2021 to June 30, 2021. The po-rated budget totals \$108,903 (\$60,000 from the CHP Reimbursement grant and \$48,903 transferring within the General Fund). The fiscal impacts as estimated annually, are listed below:

Cost estimated for Year 1 (12 mos):

Three PO I - Entry Level Positions	
CHP grant reimbursement, US DOJ Grant Fund	\$168,000
General Fund	<u>160,847</u>
Total	\$328,847

Cost estimated for Year 2 (12 mos):

Three PO I - Entry Level Positions	
CHP grant reimbursement, US DOJ Grant Fund	\$120,000
General Fund	<u>328,802</u>
Total	\$448,802

Cost estimated for Year 3 (12 mos):

Three PO I - Entry Level Positions	
CHP grant reimbursement, US DOJ Grant Fund	\$87,000
General Fund	<u>380,114</u>
Total	\$467,114

The one required retention year and the continuing outyear authorizations would be funded by the General Fund. The City's local cost sharing requirement is \$1,220,360 which is estimated to be fulfilled over the three year grant period and retention year.

Fund	07/01/20 Est. Fund Balance	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Fund Balance Impacts	06/30/21 Est. Fund Balance
US DOJ Grant Fund 411	\$18,561	\$0	\$0	Appropriation (\$60,000) Revenue Increase \$60,000	\$18,561

GENERAL FUND	
Adopted Budget - FY 2021 Estimated Revenue Over Expenditures	\$ (9,795,360)
Use of Pension Obligation Reserve	2,530,492
Previously Approved/Revised Budget Adjustments (Net)*	(363,531)
Current Estimated Revenue Over Expenditures	(7,628,399)
COPS Hiring Grant - Local Cost Sharing Requirement	(48,903)
Transfer from Homeless Program to Police Department Budget	48,903
Revised Estimated Revenue Over Expenditures	\$ (7,628,399)
Budget Balancing Measures Reserve - Estimated 06/30/20	31,788,549
Estimated FY 2021 Change in Budget Balancing Measures Reserve	(7,628,399)
Estimated Budget Balancing Measures Reserve - 06/30/21	\$ 24,160,150

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

ENVIRONMENTAL ANALYSIS:

No environmental review is required because the proposed action is exempt under the California Environmental Quality Act.

PREPARED BY: MICHELLE ADAMS, MANAGEMENT ANALYST II

REVIEWED BY: SERGIO BANALES, POLICE CAPTAIN

REVIEWED BY: GEORGE JOHNSTONE, CHIEF OF POLICE

REVIEWED BY: KIM SITTON, ACTING ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. COPS Hiring Program Award Number 2020ULWX0022



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

June 25, 2020

Chief of Police George Johnstone
City Manager Jacob Ellis

Corona, City of
730 Public Safety Way
P.O. Box 940
Corona, CA 92880

Re: COPS Hiring Program award number 2020ULWX0022
ORI CA03315

Dear Chief of Police Johnstone and City Manager Ellis:

Congratulations on your agency's award for 3 officer position(s) and \$375,000.00 in federal funds over a three-year award period under the 2020 COPS Hiring Program (CHP). The local cash match required for this award will be \$1,220,360.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at www.cops.usdoj.gov within 45 days from the date of this letter.**

The official start date of your award is 07/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review

process and award funds may only be used for approved items. The FCM will specify the final award amount and will also identify any disallowed costs.

Supplemental online award information for 2020 COPS CHP recipients can be found on the CHP Program page at <https://cops.usdoj.gov/chp-award>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2020 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

Once again, congratulations on your 2020 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.



Phillip E. Keith, Director

Date: 06/16/2020

Additional Award Notification



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Award Document

COPS Office COPS Hiring Program (CHP)

**CFDA - 16.710 - Public Safety Partnership and Community Policing Grants
Treasury Account Symbol (TAS) 15X0406**

Award Number: 2020ULWX0022

ORI Number: CA03315

OJP Vendor Number: 956000697

DUNS Number: 088513155

Applicant Organization's Legal Name: Corona, City of

Applicant's System for Award Management (SAM) name: Corona, City Of

Law Enforcement Executive / Agency Executive: Chief of Police George Johnstone

Government Executive / Financial Official: City Manager Jacob Ellis

Award Start Date: 07/01/2020

Award End Date: 06/30/2023

Award Amount: \$375,000.00

Full-Time Officers Funded: 3

New Hires: 3 Rehires Previously Laid Off: 0 Rehires Scheduled for Lay Off: 0

The FY 2020 COPS Hiring Program (CHP) award provides funding to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM) and, if applicable, the Cooperative Agreement included in your award package are incorporated by reference in their entirety and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 Community Policing Development Program (CHP) Award Terms and Conditions; the approved budget in the FCM; if applicable, all requirements in the Cooperative Agreement; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director

Date: 06/16/2020

(Signature Pending)

(Date Pending)

Signature of the Program Official with the Authority to Accept
this Grant Award

Date

(Signature Pending)

(Date Pending)

Signature of the Financial Official with the Authority to Accept Date
this Grant Award

False statements or claims made in connection with COPS office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.

U.S. Department of Justice
Office of Community Oriented Policing Services

**2020 COPS Hiring Program
Award Terms and Conditions**

By signing the Award Document to accept this **COPS Hiring Program** award, your agency agrees to abide by the following award terms and conditions:

1. Award Owner's Manual

The recipient agrees to comply with the terms and conditions in the applicable 2020 COPS Office Program Award Owner's Manual; COPS Office statute (34 U.S.C. § 10381, et seq.) ; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. Assurances and Certifications

The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

3. Allowable Costs

The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed

for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the award beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

4. Supplementing, Not Supplanting

State, local, and tribal governments must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

5. Extensions

Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36 month award funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

6. Modifications

Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification

request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

7. Evaluations

The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators 34 U.S.C. § 10385(b).

8. Reports/Performance Goals

To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.327 - 200.328. The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

9. Award Monitoring Activities

Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.333 & 200.336.

10. Federal Civil Rights

The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition —

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

11. Equal Employment Opportunity Plan (EEO)

All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. False Statements

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Duplicative Funding

The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

14. Additional High-Risk Recipient Requirements

The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient (2 C.F.R. § 200.207).

15. System for Award Management (SAM) and Universal Identifier Requirements

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:
- a. Receives a subaward from you under this award; and
 - b. *Is accountable to you for the use of the Federal funds provided by the subaward.*



16. Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability.

Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i.* You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.
- ii.* For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report.

You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

- i.* the total Federal funding authorized to date under this award is \$25,000 or more;
- ii.* in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
- 2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. *Reporting of Total Compensation of Subrecipient Executives.*
 - 1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
 - 2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and

Non-Profit Organizations”).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

17. Debarment and Suspension

The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

18. Employment Eligibility

The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

19. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

20. Mandatory Disclosure

Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

21. Conflict of Interest

Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

22. Contract Provision

All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, (Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

23. Restrictions on Internal Confidentiality Agreements

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2020, Public Law 116-93, Division C, Title VII, Section 742.

24. Recipient Integrity and Performance Matters

For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance**1. *General Reporting Requirement***

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported

to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

25. Citizenship and Immigration Status Communications

Authority to obligate or expend contingent on compliance with this condition.

NOTE: This grant condition is established under the COPS Office's broad authority and discretion to award and administer grants. See, e.g., 34 U.S.C. § 10381, et seq. This condition applies only to state or local government entities or to non-state or local government entities that make subawards with these funds to a state or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the recipient funded in whole or in part with the award funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed or established by a state or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed by a state or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction. For purposes of this condition, “program or activity” means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a).

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.

26. Contracts and/or MOUs with other Jurisdictions

Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

27. Retention

At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

28. Community Policing

Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. In sections VI(A) and (B), your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency’s plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your award application.

29. Local Match

COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

30. School Resource Officer (SRO) Training Requirement

COPS Office-funded SRO(s) are required to complete a National Association of School Resource Officers (NASRO) 40 hour basic training course. Course substitutions are not permitted. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the NASRO training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a NASRO 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed NASRO 40 hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must contact the NASRO Grant Coordinator if they want funds to cover registration and travel costs.

31. Background Investigations

Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.207

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.338 until the agency can demonstrate the background investigation has been completed.

32. Career Law Enforcement Officer

Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time “career law enforcement officers” for 36 months. The COPS Office’s statute defines a “career law enforcement officer” as “a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws.” 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become “career law enforcement officers” if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a “village public safety officer” defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670.” Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).



Financial Clearance Memorandum

COPS Office COPS Hiring Program Program (CHP)

To: Chief of Police George Johnstone and City Manager Jacob Ellis

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Total officer positions awarded: 3

Approved costs per entry-level officer, per year

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Base salary	\$89,256.00	\$93,719.00	\$98,405.00
Benefits	\$77,582.70	\$83,467.41	\$89,356.57
Social Security	\$0.00	\$0.00	\$0.00
Medicare	\$1,294.21	\$1,358.93	\$1,426.87
Health insurance	\$18,820.00	\$18,820.00	\$18,820.00
Life insurance	\$740.82	\$777.87	\$816.76
Vacation	\$0.00	\$0.00	\$0.00
Sick leave	\$0.00	\$0.00	\$0.00
Retirement	\$50,569.00	\$56,044.00	\$61,503.00
Worker's compensation	\$5,221.48	\$5,482.56	\$5,756.69
Unemployment insurance	\$44.63	\$46.86	\$49.20
Other costs: Disability Insurance	\$892.56	\$937.19	\$984.05

Approved total project costs

	<u>Per officer</u>	<u>Grand total</u>
Salaries and fringe benefits	\$531,786.68	\$1,595,360.00
Federal share	\$125,000.00	\$375,000.00
Applicant share	\$406,786.67	\$1,220,360.00

Local match waiver not granted.

Budget Cleared Date: 06/25/2020

Overall Comments:

NA

Additional Comments:

N/A





Award Document Supplement

COPS Hiring Program (CHP)

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

Special Award Conditions

Advancing Department of Justice Priority Crime Problem Awards

Your agency has been selected for a COPS Hiring Program (CHP) award to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of Illegal Immigration, Violent Crime, or Homeland Security.

Please be advised that, in accepting this award, your agency is agreeing to this Special Condition to its CHP award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problems identified above. By signing the 2020 CHP award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP award application;
- Your agency will address its specific priority crime problem throughout the entire CHP award period;
- Your agency will implement any organizational changes identified in its CHP award application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Memorandum of Understanding Requirement

(School-based Policing through School Resource Officers Focus Area Only)

By signing the 2020 CHP award, recipients using CHP funding to hire and/or deploy School Resource

Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information;
 - The purpose of the MOU
 - Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
 - Information sharing
 - Supervision responsibility and chain of command for the SRO
 - Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

- Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.



Agenda Report

File #: 20-0612

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 7/15/2020

TO: Honorable Mayor and City Council Members

FROM: Fire Department

SUBJECT:

City Council consideration of acceptance and appropriation of Fiscal Year 2019 State Fire Assistance Grant Program award in the amount of \$60,000.

RECOMMENDED ACTION:

That the City Council:

- a. Authorize the submittal for and acceptance of the Fiscal Year 2019 State Fire Assistance Grant Program award in the amount of \$60,000.
- b. Approve an appropriation and estimated revenue increase of \$60,00 in the General Fund for the Fire Department to establish a Corona Fire Safe Council and Community Wildfire Protection Plan (CWPP).

ANALYSIS:

The State Fire Assistance grant is made possible by federal financial assistance provided to the California Fire Safe Council from the United States Department of Agriculture Forest Service (USFS). These federal grant funds are used to support wildfire risk reduction projects in at-risk communities in 17 counties across California. The SFA awarded funding will be used to establish a Fire Safe Council and develop a Community Wildfire Protection Plan.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

This item supports the City's Strategic Plan Goal 1: Promote Public Safety: Protect our Residents and Businesses; Objective a: Ensure adequate funding for police and fire services.

FISCAL IMPACT:

An appropriation of \$60,000 from the General Fund is requested for the Fiscal Year 2019 State Fire Assistance Grant Program. The General Fund estimated revenue will be increased by \$60,000 to reflect the approval of the grant funding.

GENERAL FUND	
Adopted Budget - FY 2021 Estimated Revenue Over Expenditures	\$ (9,795,360)
Use of Pension Obligation Reserve	2,530,492
Previously Approved/Revised Budget Adjustments (Net)*	(363,531)
Current Estimated Revenue Over Expenditures	(7,628,399)
FY19 State Fire Assistance Grant - Appropriation	(60,000)
FY19 State Fire Assistance Grant - Revenue	60,000
Revised Estimated Revenue Over Expenditures	\$ (7,628,399)
Budget Balancing Measures Reserve - Estimated 06/30/20	31,788,549
Estimated FY 2021 Change in Budget Balancing Measures Reserve	(7,628,399)
Estimated Budget Balancing Measures Reserve - 06/30/21	\$ 24,160,150

* Approved through Council Action or other operational process.

ENVIRONMENTAL ANALYSIS:

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

PREPARED BY: GINA MCGOUGH, EMERGENCY SERVICES COORDINATOR

REVIEWED BY: BRIAN YOUNG, FIRE CHIEF

REVIEWED BY: KIM SITTON, ACTING ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. FY19 State Fire Assistance Subaward Contract



Close Window

City of Corona Fire Department
Establish Corona Fire Safe Council and CWPP 19 SFA 144061
60,000.00

Subaward Contract

November 13, 2019

Gina McGough
City of Corona Fire Department
735 Public Safety Way #201
Corona, CA 92880

Dear Gina McGough,

Congratulations! California Fire Safe Council ("CFSC") is excited to provide funding for City of Corona Fire Department ("Subrecipient") "Establish Corona Fire Safe Council and CWPP 19 SFA 144061" project. The project being funded is as described in the Subrecipient's original application for funding. This Subaward agreement and its attachments outline the grant procedures and requirements, please read it carefully and thoroughly. This State Fire Assistance (SFA) grant is made possible by federal financial assistance provided to the CFSC from the United States Department of Agriculture Forest Service ("USFS"). We appreciate your work in making California's residents and communities safe from wildfire.

The assigned number for this subgrant is 19 SFA 144061. Please use this number when contacting CFSC about the subgrant. Funding provided for this project is \$60,000, and the non-federal match that Subrecipient has agreed to provide is \$62,380.

The approved subaward period is effective November 1, 2019 through October 31, 2021. Subrecipient shall not receive funding for portions of the project completed before the start date or after the completion date of the project.

The project is funded via the Cooperative Forestry Assistance Program, CFDA # 10.664, under the authority of the Cooperative Forestry Assistance Act of 1978, PL 95-313, 92 Stat 365, 16 U.S.C. 2101-2114, as amended.

Privity of Contract: Subrecipient understands and agrees that privity of contract exists between CFSC and the Subrecipient. That is, the relationship concerning this Subaward is strictly between CFSC and the Subrecipient. Subrecipient understands and agrees that neither USFS nor the United States shall be, or are intended to be, a party to this Subaward, any contract with the Subrecipient, any solicitations, request for proposals, or disputes on the execution, interpretation or enforcement of any contract, including this Subaward, between CFSC and the Subrecipient.

Definitions

CFR – Code of Federal Regulations <https://www.govinfo.gov/help/cfr>

OMB – Office of Management and Budget <https://www.whitehouse.gov/omb/>

Recipient – An organization receiving financial assistance directly from federal awarding agencies to carry out a project or program. The CFSC is the Recipient.

Subaward – An award of financial assistance made under an award by a Recipient to an eligible Subrecipient. A Subaward is the award of funding for this project.

Subrecipient – The legal entity to which a Subaward is made and which is accountable to the Recipient for the use of funds provided. The City of Corona Fire Department is the Subrecipient.

A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This is a subaward of Federal financial assistance. Subrecipient and this Subaward are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400; and those provisions are incorporated herein by reference.

Electronic copies of the CFRs can be obtained at: <http://ecfr.gov>. If you are unable to retrieve these regulations electronically, please contact your assigned CFSC Grant Specialist.

1. Audit Requirements

If Subrecipient expends \$750,000 or more in federal funds from all sources during Subrecipient's fiscal year, Subrecipient is required to have a single or program-specific audit conducted for that year in accordance with the provisions of subpart F of 2 CFR Part 200.

2. Written Policies

Subrecipient must have approved, written policies that include procedures demonstrating its understanding, knowledge and adherence to all federal regulations required for compliance to the terms of this Subaward agreement. Such written policies include:

- a) Accounting and Financial Management
- b) Purchasing and Procurement
- c) Personnel, if Subrecipient has employees
- d) Property Management
- e) Travel
- f) Conflict of Interest

During the pre-award phase, Subrecipient submitted a self-certification statement that it has approved written policies and procedures that comply with 2 CFR Part 200 and that it will adhere to the terms of its approved policies in performing activities under this subaward.

Subrecipient shall grant access to these written policies to CFSC upon request. Should CFSC find that the written policies fail to adhere to all appropriate and current federal regulations, grant funds will be denied and costs may be disallowed.

B. Environmental Compliance Requirements

Subrecipient shall ensure that the project is in compliance with all applicable environmental and cultural resource laws – federal, state and local – prior to beginning any ground or vegetation disturbing activities.

The following federal environmental acts are triggered by grant funding:

- Endangered Species Act (ESA)
- Migratory Bird Treaty Act (MBTA)
- National Historic Preservation Act (NHPA)
- Bald and Golden Eagle Protection Act (BGEPA) (if applicable)

Federal Environmental Compliance Process for Grants Clearinghouse Projects

CFSC has contracted with a registered professional forester (RPF) to review projects for compliance with the applicable federal environmental regulations listed above. Once this Subaward agreement is signed and returned, the RPF will advise whether the project may proceed or whether additional studies or mitigation measures are needed.

CFSC has sent the application, map(s), and supplemental environmental compliance information to the RPF for review. The RPF will contact the Subrecipient directly to obtain additional materials, maps or other information, as needed. The RPF may request a survey, record search or other pre-project examination during his review. Subrecipient is responsible for meeting these requirements and covering the costs for such work. Subrecipient shall contact CFSC immediately if the environmental compliance work will affect the approved budget.

Once the review is complete, the RPF will send the ESA, MBTA, NHPA and BGEPA (If applicable) compliance determination to CFSC. CFSC staff will forward the determination to the Subrecipient with a cover letter stating that the project has been reviewed for compliance with federal environmental regulations.

Subrecipient may not begin any ground disturbing work until notified by CFSC staff in writing. Grant payments will be denied until appropriate official documentation is provided to the CFSC by the RPF.

All environmental compliance reviews completed by the RPF for this subaward only cover relevant federal laws, not any state laws or local ordinances. It is the responsibility of the Subrecipient to ensure compliance with any relevant state laws or local ordinances.

National Environmental Policy Act (NEPA)

Because the U.S. Forest Service did not select this project for funding, it is not subject to NEPA.

CEQA Compliance on Fuels Treatment Projects Carried Out by Non-profits

The California Environmental Quality Act (CEQA) requires "public agencies" (state or local government agencies) to consider, disclose and mitigate the environmental effects of projects within their jurisdiction that they implement, assist, fund, or permit. (An example of such a project would be one where Cal Fire crews perform hazardous fuel reduction work on the Subrecipient's project.) The public agency may require the Subrecipient to conduct surveys, collect information and provide documentation to meet the public agency's CEQA responsibilities. Subrecipient shall contact its nearest CAL FIRE unit or contract county fire department to determine if CEQA compliance is required. CFSC shall not be in any way responsible or obligated regarding

CEQA compliance.

C. Subaward Provisions

Subrecipient agrees to comply with all applicable federal, state and local laws, regulations and policies governing the funds provided under this agreement. Any failure to comply with the provisions of this Subaward, including the provisions of the Grant Award Handbook ("Handbook"), all documentation submitted in the pre award phase and the other Attachments listed in Section I below will result in the denial of grant funds and possible termination of this Subaward.

1. Grant Award Workshop

Subrecipient shall send at least one representative to attend the Grant Award Workshop which is mandatory for all Subrecipients. The workshop will cover the requirements, expectations and procedures pertaining to this subaward. At the workshop, Subrecipient will receive the Grant Award Handbook which details the pertinent information and requirements for managing this subaward.

2. Insurance

Subrecipient is responsible for all grant funds received through CFSC and for all assets purchased with grant funds. This responsibility extends to any loss of grant funds attributable to fraud and/or misappropriation by third persons and to any expenditure not allowed by this agreement. Should any loss of grant funds or improper expenditure of grant funds occur, Subrecipient will be required to reimburse CFSC for those amounts.

In accordance with 2 CFR 200.310, Subrecipient must carry insurance coverage sufficient to protect all grant funds and other agreement assets from loss due to theft, misuse, fraud and/or negligence. Types of insurance may include, but are not limited to: general liability, errors and omissions, directors and officers, and a fidelity bond.

Subrecipient shall provide proof of appropriate insurance to CFSC prior to engaging in activities for which funding is provided by CFSC. If funds provided as part of this award are used to purchase insurance, Subrecipient shall provide proof of insurance to CFSC within 30 days of obtaining a policy. Subrecipient is responsible for sending all current insurance certificates of coverage upon annual renewal of coverage. Failure to maintain current coverage or provide the annual copy CFSC will cause denial of payment under this Subaward.

Subrecipient shall provide workers compensation insurance for all employees involved in the performance of this agreement. Workers compensation insurance for volunteers is strongly encouraged.

Contractors working on the project must carry their own insurance and furnish proof of coverage to Subrecipient.

Subrecipient must also perform all functions required by the IRS, including record keeping and the provision of Form 1099 where appropriate when using independent contractors.

Once again, this agreement is a contract between the subrecipient and the CFSC. Any questions, interpretations of regulations, or disputes arising within this Subaward and its subgrant must be resolved between the two parties, and not the federal cognizant agency.

3. Termination of grant project

This agreement may be terminated in accordance with the provisions of 2 CFR 200.338-342. The agreement may also be terminated for such reasons as nonadherence to grant terms, fraud, misuse of funds, misrepresentation, nonperformance, falsification of data, inability to perform, lack of capacity or for good cause as determined by CFSC.

4. Subawarding under this Subaward

Subrecipient is prohibited from subawarding any part of this project to another organization.

5. Record Retention and Access to Records

Subrecipient and this Subaward are subject to the requirements of 2 CFR 200.333-337 regarding retention and access requirements for records.

All Subrecipient records must be kept until CFSC staff notifies Subrecipient. Upon completion of the subaward, Subrecipient must maintain copies of all grant documentation, receipts, contracts, bid notices, time sheets, personnel time certifications, volunteer records, email, letters/memos, permits, grant application, progress reports, sub-award agreement, etc., in a safe, retrievable storage location until notified by a CFSC representative.

CFSC, USFS, their designees or the federal government have the right of timely and unrestricted access to any books, documents, papers, or other records of the Subrecipient that are pertinent to the Subaward, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as the records are retained.

6. Grant Payments

Grant payments shall only be in the form of electronic direct deposit through ACH processing to Subrecipient's bank account.

(ACH processing is a safe form of a bank wire from CFSC's bank to Subrecipient's bank.) Every effort will be made to send advance payments on a regular basis throughout the grant term; however, if CFSC does not have the funds available, payment may be delayed until CFSC receives its advance payment from the appropriate federal agency.

Subrecipient shall submit completed Payment Requests to CFSC through ZoomGrants, concurrently with submittal of the quarterly reports. Instructions on Payment Requests can be found in the Handbook and on ZoomGrants. CFSC will review Subrecipient's progress on the project, timely submission of reports (including match and expense report and supporting documentation), and Subrecipient's financial need of such payment to continue progress on the Subaward. Disbursements shall not include 100% of the grant funds in any one quarter nor shall the previous advance funds remain unspent in any one quarter. Advance funds must be used within 30 days of their receipt.

Subrecipient should understand that it will not receive funds on a predetermined schedule since CFSC does not receive funds from USFS on a predetermined schedule. Funds are received by CFSC as the USFS processes them. Subrecipient is cautioned against employing contractors without means to pay for the services, since CFSC cannot control when receipt of advance payments from USFS will occur.

7. Cost Share/Match and Program Income

Cost sharing or matching for this agreement shall be in accordance with 2 CFR 200.306. Subrecipient is expected to accumulate and report shared costs and matching contributions regularly throughout the term of the grant based on the quarterly estimates of the stipulated cost share/match required by this agreement. It is essential that the Subrecipient provide documentable cost share/match quarterly. Advance funds disbursement may be based on accumulation of cost share/match. If Subrecipient finds that it is having difficulty obtaining the previously identified and confirmed stipulated cost share/match, it should notify the Grant Specialist immediately. If it should find that its original stipulated cost share/match is not attainable, it may be necessary to restructure the Subaward and reduce both the grant and the cost share/match amount.

Program income generated as a result of this Subaward shall be applied using the addition method as described in 2 CFR 200.307.

8. Property Standards and Equipment

Any property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 2 CFR 200.310-316.

No equipment has been approved for purchase under this Subaward. Equipment is defined as a tangible item having a unit cost of \$5,000 or more with a life span of more than one year. Equipment purchased using federal grant funds is governed by 2 CFR 200.313.

NOTE: If Subrecipient currently owns equipment purchased under a prior CFSC grant, Subrecipient may not dispose of it without contacting CFSC first.

9. Modifications to Subaward & Extensions

Revisions to budget and/or program plans shall be made in accordance with 2 CFR 200.308. Subrecipient shall obtain prior written approval from CFSC for any changes to the scope of work plan, objectives of the approved project, key personnel, location or transfer of substantive programmatic work to another party, or budget modification. Modifications within the scope of this award shall be made only with CFSC Grant Specialist approval, by the issuance of Scope Change Form, prior to any changes being implemented.

It is the expectation of CFSC and the USFS that the Subrecipient make every effort to complete the approved project within the approved grant term. CFSC cannot honor any requests for extensions of time past the stated deadline. Any work performed or expense incurred without required prior written approval from CFSC will not be reimbursed.

10. Notification

Subrecipient shall immediately notify CFSC of developments that have a significant impact on activities supported under this Subaward. Written notification shall be given in case of problems, delays or adverse conditions that materially impact the ability to meet the objectives of the Subaward. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

11. Non-Liability

CFSC does not assume liability for any third-party claims for damages arising out of this Subaward. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable laws that it will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement.

12. Public Notices

Recognition for projects, activities and products should be included on all products developed with grant dollars. Subrecipient is

encouraged to give public notice of the receipt of this award and, from time to time, to announce the progress and accomplishments. Items such as press releases or other public notices shall include a statement as follows:

"Funding provided by a grant from the Cooperative Fire Program of the U.S. Forest Service, Department of Agriculture, Pacific Southwest Region, through the California Fire Safe Council."

Subrecipient is required to provide copies of notices or announcements to CFSC for review and approval prior to publication.

14. Endorsements

Subrecipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, departmental, bureau, or government employee endorsement of a product, service, or position which the Subrecipient represents. No release of information relating to this award may state or imply that the Government or CFSC approves of Subrecipient's work products, or considers Subrecipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of California Fire Safe Council, the U.S. Forest Service or the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by California Fire Safe Council, the U.S. Forest Service or the U.S. Government."

15. Use of the U.S Forest Service Insignia & CFSC Logo

In order for Subrecipient to use the U.S Forest Service insignia on any published media, such as a webpage, printed publication or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications before use. Subrecipient must contact the Grant Specialist in advance to use the insignia in this manner. Subrecipient must contact the Grant Specialist in advance to use California Fire Safe Council logo on published media, as indicated above.

16. Nondiscrimination Statement- Printed, Electronic, or Audiovisual Material

Subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

As with the printed notices above, please provide the Grant Specialist with a draft copy containing the above nondiscrimination statement prior to publishing or printing it.

17. Order of Precedence

Any inconsistency in this agreement will be resolved by giving precedence in the following order: (a) any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 2 CFR 200; (d) 2 CFR 400; and (e) all Subaward agreement sections, documents, exhibits, and attachments.

18. Inclusion of Women-, Minority-Owned, and Small Businesses

It is a National Policy to encourage purchases with minority business firms. Efforts shall be made by Subrecipient to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Subrecipient shall take all of the following steps to further this goal:

- Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

- Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
- It is good practice to keep good records of all attempts to use and actual use of these businesses.

19. National Policy Requirements and Administrative Management Standards

All applicable National Policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

20. Title VI of the Civil Rights Act of 1964

Subrecipient and this Subaward are subject to the requirements of USDA Forest Service Form 1700-1, and those provisions in addition to the provisions in the Civil Rights Compliance Review Form are incorporated herein by reference.

Subrecipient may request copies of the And Justice for All poster (Form AD-475C) by contacting their Grant Specialist.

21. Members of U.S Congress

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this Subaward, or benefits that may arise there from, either directly or indirectly.

22. Debarment & Suspension

Subrecipient and this Subaward are subject to the requirements of 2 CFR 180, Governmentwide Debarment and Suspension (nonprocurement), and those provisions are incorporated herein by reference. Form AD -1048 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction" must be completed with the Pre-Award packet and submitted to CFSC before receiving any payments. If Subrecipient determines any of their key personnel, volunteers or organization has been debarred or suspended, during the term of the grant, notify CFSC staff immediately. When appropriate during the term of the Subaward and when hiring a contractor/vendor, the Subrecipient also agrees to complete the debarment and suspension check on potential candidates and final selection.

23. Restrictions on Lobbying

Subrecipient and this Subaward are subject to the requirements of 2 CFR Part 418, New Restrictions on Lobbying, and those provisions are incorporated herein by reference.

Subrecipient shall not use any part of the Subaward payments from CFSC as part of this Subaward for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

24. Changes to Applicable Law

Subrecipient acknowledges that it is subject to each of the statutes, regulations, policies, and OMB circulars specifically cited and incorporated in this agreement including, but not limited to those statutes, regulations, policies, and OMB circulars cited in Sections A herein (hereinafter the "Incorporated Governing Law"). Subrecipient further acknowledges that the Incorporated Governing Law is subject to change, modification, and/or amendment during the course of this Subaward. It is specifically agreed and acknowledged by Subrecipient that this Subaward is subject to and governed by the Incorporated Governing Law and to any and all change, modification, or amendments implemented with respect to the Incorporated Governing Law prior to the expiration of this Subaward.

25. Trafficking in Persons

Subrecipient and its employees may not engage in forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the project during the term of the grant. If such activities occur, CFSC may unilaterally terminate this Subaward without penalty. Subrecipient is required to notify CFSC immediately of any information from a source alleging such a violation of the above prohibitions. For more information, see 22 U.S.C. 7102, TVPA.

D. Deliverables and Reports

CFSC uses an online grant management system called ZoomGrants for Subrecipient's grant reporting, document submission, payment requests and other grant related functions. This site can be found at <http://www.cafiresafecouncil.org/zoomgrantslogin/> or at www.zoomgrants.com. Subrecipient agrees to submit to CFSC all the following deliverables and reports via ZoomGrants:

1. Progress Reports according to the schedule below. Progress reports shall contain information on:

- a. A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful. Detailed instructions can be found in the 2019 Grant Award Handbook.
- b. Reasons for delay if established goals were not met
- c. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs

2. Match and Expense Reports are required for every quarter according to the schedule below. Use the template titled Quarterly Match and Expense Reporting Form located in the Documents Tab. Detailed instructions can be found in Grant Award Handbook.

3. Match and Expense Source Documentation is required for every quarter according to the schedule below. Detailed

instructions can be found in the Grant Award Handbook. Source documentation includes receipts, invoices, documents and other items which validate the legitimacy of every grant expense, including those covered by matching contributions.

Subrecipients must complete the progress, match and expense reports by the due date. Reports submitted after the deadline will be considered in default of the Subaward and advance funds will be withheld. The information requested in the progress, match and expense reports is essential and must be reported to the USFS quarterly by CFSC. If this information is not be reported by all Subrecipients, CFSC's advance payments will be in jeopardy.

Subrecipients must answer all questions on the progress, expense and match reports completely and correctly. Failure to do so will cause the Subrecipient's progress report to be returned as incomplete. Incomplete progress reports are cause for withholding pending advance payments until all deficiencies are corrected.

All reports are due as stipulated in the schedule below. Reporting periods are determined by the timing of the subaward.

Reporting Period Progress Report Quarter Dates Report Due Date

1 November 1, 2019 – January 31, 2020 February 28, 2020

2 February 1 – April 30, 2020 May 31, 2020

3 May 1 – July 31, 2020 August 31, 2020

4 August 1 – October 31, 2020 November 30, 2020

5 November 1, 2020 – January 31, 2021 February 28, 2021

6 February 1 – April 30, 2021 May 31, 2021

7 May 1 – July 31, 2021 August 31, 2021

8 August 1 – October 31, 2021 November 30, 2021

E. Monitoring Visits and Desk Reviews

CFSC Grant Specialists, Business Manager and Executive Director may conduct monitoring visit(s) and/or desk reviews during the life of the grant. A monitoring visit may last one full day depending on the number and location of projects. The CFSC Grant Specialist will contact the Subrecipient to schedule the visit and to inform them of the items to be reviewed.

Subrecipients are expected to cooperate in a timely manner with CFSC staff when contacted for scheduling of a monitoring visit and/or desk review, and any requests for documentation. Failure to comply will be cause for withholding advance payments. Funds can be suspended until the monitoring visit and/or the desk review is completed and all deficiencies are corrected. Some items that must be available for review during a monitoring view and desk review include:

- a) Grant fund accounting
- b) Salary expense documentation
- c) Match and Expense Documentation
- d) Other source documentation for project expenses
- e) Written Organizational Policies
- f) Audits (if conducted)

Desk reviews may be conducted by the Grant Specialist and/or other CFSC staff to review one or more quarters' Expense and Match reports and source documentation. Subrecipient should always keep its records up to date and in good order to be ready to respond if selected to participate in this review process. A good rule to follow is to always be "audit ready".

F. Grant Closeout

Within 90 days of project completion, Subrecipient agrees to upload the following documents to your grant account on ZoomGrants:

- a) Final Progress Report
- b) Final Quarter Match and Expense Reports and Source Documentation
- c) Closeout report (available in the documents section of your ZoomGrants account)
- d) Education/outreach products (brochures, flyers, news articles, etc.) developed under the Subaward
- e) Documentation regarding disposition of property, if applicable

Failure to comply with all closeout procedures by the deadline date will be considered noncompliance with the terms of the Subaward. Such noncompliance may be considered in the evaluation of organizational capacity for future Subawards. Grant closeout procedures may be modified during the grant term. Subrecipient will be notified in writing at least 90 days in advance of such change.

Items to be sent to the CFSC McClellan Office:

- a) Confidential Closeout survey sent to Executive Director
- b) A check made payable to California Fire Safe Council for any unused grant funds.
- c) A check made payable to California Fire Safe Council for interest earned in excess of \$500.

G. Dispute Resolution Procedures - Mediation and Arbitration

1. Mediation of Disputes. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting

transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the Subaward by the Subrecipient and any and all other disputes between the CFSC and the Subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as "Disputes"), shall be subject to mediation as a condition precedent to arbitration. The parties shall endeavor to resolve any Disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration, but in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fees and any filing fees equally. The mediation shall be held at a location in Sacramento, California that is mutually agreed upon by the parties and shall be a minimum of a four-hour mediation before satisfaction of mediation as a condition precedent to arbitration is satisfied. Agreements reached in mediation shall be enforceable as settlements in any court having jurisdiction thereof.

2. Arbitration of Disputes. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the Subaward by the Subrecipient and any and all other disputes between the CFSC and the Subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as "Disputes"), subject to enforceability determined by the arbitrator, shall be decided by neutral binding arbitration, with an arbitrator that has at least 10 years of experience as an auditor and is familiar with generally accepted accounting principles for state and local government units and with auditing standards generally accepted in the United States of America; Government Auditing Standards issued by the Comptroller General of the United States; the Single Audit Act of 1984 as amended in July 1996 and the provisions of OMB Guidance 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart F – Audit Requirements. The arbitrator shall be mutually agreed upon by the parties. The parties shall share the arbitrator's fees and any filing fees equally. The arbitrator shall conduct the arbitration in accordance with the expedited procedures provided for in the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect and not by court action, except as provided by law for judicial review of Arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall not have the power to award punitive damages. In the event of a disagreement as to the selection of an arbitrator, the Judicial Mediation and Arbitration Services, Inc. office, shall select an arbitrator who meets the qualifications required in the arbitration provision above. Claims less than \$5,000.00 shall be litigated in Small Claims Court at the request of either party, however, initiation of a Small Claims Court action shall not be deemed a waiver by the other party of its right to arbitrate any counter or cross claims.

NOTICE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY DISPUTE GREATER THAN \$7,500.00 ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION WILL BE SUBJECT TO NEUTRAL ARBITRATION.

H. How to accept and submit this Subaward Agreement to the California Fire Safe Council:

1. Read the entire subaward letter carefully. Only authorized representatives may sign the subaward contract. Authorized representatives are listed in your Pre-Award Report form.

2. Type in the Project Contact name and Title in the "Signatures" Section at the bottom of the Subaward Contract Tab. If no Fiscal Sponsor exists, write "N/A" in the Fiscal Sponsor signature section, as the form requires an entry to in that section to be valid.

3. Download and print a copy of the ACH Payment Authorization Form. Complete and upload the form back to the same section in the Subaward letter.

4. Provide a digital signature next to the ACH Payment Authorization Form in the Documents Section. (Faulty or inaccurate information will delay payments. Notify CFSC of any bank information changes as soon as they occur.)

5. Finally, when all documents have been completed, provide an e-signature and date at the bottom of the page in the Signature Section. Again, the Project Contact and Senior Organizational Manager must both sign this section. If a fiscal sponsor is present, they can sign in the Senior Organizational Manager section.

If CFSC does not receive the digitally signed copy of the agreement within thirty (30) days of receipt of this letter, the CFSC may cancel its offer of a Subaward to Subrecipient organization and redirect these grant funds to another worthwhile project. If Subrecipient anticipates any difficulty in meeting this condition, please contact the Grant Specialist immediately to discuss the situation.

I. Attachments to the Subaward

1. ACH Payment Authorization Form and Estimated Match and Expense Schedule

Best wishes for success on the project!

SIGNATURE PAGE

_____/s/ Ruben Grijalva Date: 11/13/2019
Chairman for California Fire Safe Council, Inc.

Documents

City of Corona Fire Department

California Fire Safe Council

[ACH Payment Authorization
Form](#)

[delete](#)

Signatures

City of Corona Fire Department

California Fire Safe Council

Full Name and Title of Project Contact
Not signed yet.

Not signed yet.

Full Name and Title of Senior Organization
Manager (e.g. Chair, CEO, President) and/or
Full Name and Title of Fiscal Sponsor
Not signed yet.

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Agenda Report

File #: 20-0604

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 07/15/2020

TO: Honorable Mayor and City Council Members

FROM: Human Resources Department

SUBJECT:
City Council to receive and file Personnel Report.

RECOMMENDED ACTION:

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

ANALYSIS:

The Personnel Report includes the employee updates and recruitments noted below. These transaction types are reported to Council for informational purposes each meeting to enhance transparency. The report includes recent activity from June 6th through June 19th. The employee updates in the Personnel Report include full-time appointments, full-time promotions, and retirements. The recruitment activity portion of the report includes both open/competitive recruitments as well as internal/promotional recruitments.

Full-Time Appointments

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Monthly Pay Range</i>	<i>Effective Date</i>
Cates, Kayla	Police Department	Police Trainee	\$3,627 - \$4,428	June 8, 2020
Sturgis, Sean	Police Department	Police Trainee	\$3,627 - \$4,428	June 8, 2020

Full-Time Promotions

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Monthly Pay Range</i>	<i>Effective Date</i>
Martin, Sabrina	Police Department	Police Trainee	\$3,627 - \$4,428	June 6, 2020
Pollock, Cameron	Police Department	Police Trainee	\$3,627 - \$4,428	June 8, 2020

Retirements - None

Open/Competitive Recruitments

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Open Date</i>	<i>Closing Date</i>
Administrative Assistant	Library & Recreation Services Department	Full-Time	June 16, 2020	June 30, 2020
Chief Digital Officer	Management Services	Full-Time	June 10, 2020	July 9, 2020

Internal/Promotional Recruitments

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Open Date</i>	<i>Closing Date</i>
Senior Engineer-Traffic	Public Works	Full-Time	June 12, 2020	June 19, 2020

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

Not applicable.

ENVIRONMENTAL ANALYSIS:

Environmental review is not required. The proposed actions are not a project under the California Environmental Quality Act.

PREPARED BY: SHANNON CROWE, ACTING HUMAN RESOURCES MANAGER

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER



Agenda Report

File #: 20-0613

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 07/15/2020

TO: Honorable Mayor and City Council Members

FROM: Management Services Department

SUBJECT:

City Council consideration of approval of the Fiscal Year 2021 Homeless Solutions Annual Action Plan.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the Fiscal Year 2021 Homeless Solutions Annual Action Plan.
- b. Direct the City Manager to implement the goals, strategies, and programs outlined in the Fiscal Year 2021 Homeless Solutions Annual Action Plan.
- c. Direct the City Manager to submit quarterly progress reports to City Council and the public during Fiscal Year 2021.

ANALYSIS:

On June 17, 2020, City Council adopted the Homeless Strategic Plan (Plan). The Plan is a comprehensive, five-year roadmap that will be implemented in phases over time. The plan is designed to be a living-breathing document that supports a flexible and scalable system of services that can respond to changing needs, issues, and opportunities. The Plan calls for a Homeless Solutions Annual Action Plan (HSAAP) that is tied to the annual budget process. The HSAAP includes goals and implementing strategies that were outlined in the Plan under Phase I for Fiscal Year 2021.

On May 27, 2020, City Council conducted a Homeless Strategic Plan Study Session to review and discuss budget, policy, and program options related to a system of homeless services. During the Study Session, City Council selected Budget Option #2A for a system of services that includes emergency shelter, tenant-based rental assistance, permanent supportive housing, expanded Corona PD HOPE Team outreach, and other services that are outlined in the HSAAP. Option #2A is

hereinafter referred to as the Fiscal Year 2021 Homeless Solutions Budget, which was also approved by City Council when the entire City budget was adopted on June 17, 2020.

To measure progress, the Plan calls for the development of a dashboard report that will be submitted to City Council and the public on a quarterly basis during Phase I. In subsequent phases, the Plan calls for semi-annual and eventually annual dashboard reports; however, City Council can amend the frequency of dashboard reports through the HSAAP process. The dashboard report will include metrics that capture opportunities and challenges that affect the progress of the plan. The dashboard will also measure the goals with green, yellow, and red colors to provide a visual picture of the progress for each goal or benchmark. While the City's homeless system of services is being developed, the metrics in the dashboard will primarily focus on system measurements such as:

- Number of Emergency Shelter units to be developed.
- Number of Permanent Supportive Housing/Affordable Housing units to be developed.
- Number and Type of Public/Private Partnerships to be developed with an overview of the types of resources to be secured or leveraged.
- Number of Sub-Regional Partnership Initiatives to be developed with an overview of the types of resources to be secured or policies that facilitate improved homeless services in the region.
- Number of new grants to support the City's system of homeless services.

Once the City's homeless system of services has been developed and a contracted operator has been selected through an RFP process, the dashboard report will also include client measurements such as:

- Number of outreach and engagement street exit destinations including placements in emergency shelter, transitional shelter, permanent housing, family reunification, etc.
- Number of first time homeless.
- Length of homelessness.
- Length of stay in City's emergency shelter system.
- Non-employment income and employment income changes.
- Housing placement and retention rates.
- Number of document ready clients waiting for permanent supportive housing or rapid rehousing housing placements.
- Returns to homelessness.
- Annual point in time count and survey data as compared to client-level data from the City's system of services, including client data on the by-name list of homeless from street outreach & shelter

COMMITTEE ACTION:

On July 8, 2020, the Homeless Strategic Plan Ad Hoc Committee met and concurred with staff recommendations.

STRATEGIC PLAN:

The item supports the City's Strategic Plan Goal 4: Actively Engage in Public and Private Partnerships to Provide Services and Amenities.

FISCAL IMPACT:

Approval of the recommended actions will not result in any additional fiscal impacts to the City. The Fiscal Year 2021 funding for the homeless program was included in the Fiscal Year 2021 budget, which was adopted by City Council on June 17, 2020. Funding for future years will be addressed through the budget process and approval of the Homeless Solutions Annual Action Plan.

ENVIRONMENTAL ANALYSIS:

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

PREPARED BY: KAREN ROPER, HOMELESS SOLUTIONS MANAGER

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Fiscal Year 2021 Homeless Solutions Annual Action Plan



Fiscal Year 2021

Homeless Solutions Annual Action Plan



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ACKNOWLEDGEMENTS

Corona City Council



MAYOR

Jim Steiner



VICE MAYOR

Jacque Casillas



COUNCIL MEMBER

Yolanda Carrillo



COUNCIL MEMBER

Jason Scott



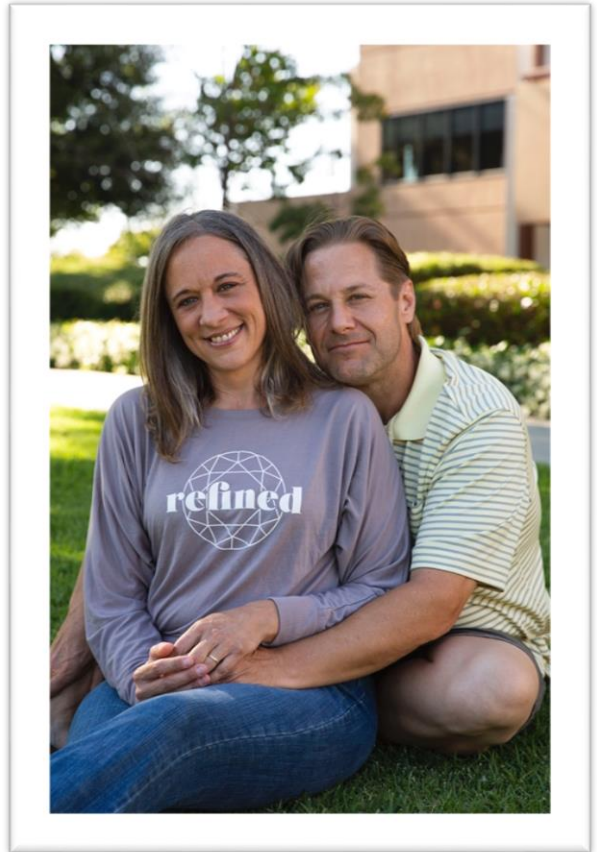
COUNCIL MEMBER

Wes Speake

COVER PAGE ACKNOWLEDGEMENTS

The City of Corona is pleased to feature a photograph of Cliff and Angela Hair on the front cover of this action plan. Cliff and Angela were willing to share their amazing story of transformation to provide hope and inspiration to Corona's homeless neighbors and the public and private stakeholders that will partner with us to improve the quality of life in Corona. The following bullet points summarize their journey:

- ✓ Loss of their dream home due to broken family relationships
- ✓ Change from homeownership status in their dream home to tenant status in a rental unit
- ✓ Spiral into depression and self-medication through drugs and alcohol
- ✓ Eviction from their rental unit and quick transition into homelessness
- ✓ Move to Motel 6 in Corona
- ✓ Decision to overcome fear to ask for help
- ✓ Connection to food services at Crossroads Church food pantry
- ✓ Engagement in faith-based & community-based support through Crossroads Christian Church, St. Edward Catholic Church, and Corona-Norco Settlement House
- ✓ Move from crisis to healing, stability and transition back to permanent housing
- ✓ Establishment of Angels Over Cliffs Ministry for the Homeless
- ✓ Provision of what-ever-it-takes support, home furnishings, housing navigation, and other services to move Corona's homeless out of crisis and into housing
- ✓ Partnership with City Net to help clients participating in City of Corona Motel Emergency Shelter Program. Partnership goal is to transition homeless out of motels and into permanent housing
- ✓ Desire to support the City of Corona and the community of public/private partners in the successful implementation of the Homeless Strategic Plan
- ✓ Desire to serve as an example of partnership opportunities with the faith community in the City of Corona



EXECUTIVE SUMMARY

Introduction

On June 17, 2020, the Corona City Council adopted the Homeless Strategic Plan. The Homeless Strategic Plan is a comprehensive, five-year roadmap that will be implemented in phases over time. The Homeless Strategic Plan is designed to be a living-breathing document that supports a flexible and scalable system of services that can respond to changing needs, issues, and opportunities. The five-year strategic plan calls for a Homeless Solutions Annual Action Plan (HSAAP) that is tied to the annual budget process. The HSAAP includes goals and implementing strategies that were outlined in the Homeless Strategic Plan under Phase I for Fiscal Year 2021.

On May 27, 2020, City Council conducted a Homeless Strategic Plan Study Session to review and discuss budget, policy, and program options related to a system of homeless services. During the Study Session, City Council selected a system of services that includes emergency shelter, tenant-based rental assistance, permanent supportive housing, expanded Corona Police Department HOPE Team outreach, and other services that are outlined this action plan. The budget associated with this system of services was approved by City Council when the entire City budget was adopted on June 17, 2020.

To measure progress, the Homeless Strategic Plan calls for the development of a dashboard report that will be submitted to City Council and the public on a quarterly basis during Phase I. In subsequent phases, the Homeless Strategic Plan calls for semi-annual and eventually annual dashboard reports; however, City Council can amend the frequency of dashboard reports through the HSAAP process. The dashboard report will include metrics that capture opportunities and challenges that affect progress of the plan. The dashboard will also measure the goals with green, yellow, and red colors to provide a visual picture of the progress for each goal or benchmark.

Mission and Vision

Critical to the success of the HSAAP is the vision and mission of the Homeless Strategic Plan. The vision and mission statements are as follows:

Vision Statement	Mission Statement
A transformational system of services, shelter, and housing for Corona's homeless neighbors	Breaking the cycle of homelessness in Corona through public/private partnerships

EXECUTIVE SUMMARY

Priority Populations and Best Practices:

The Homeless Strategic Plan identified three priority populations. The HSAAP includes goals, strategies and evidenced-based programs that will target resources to support the following priority populations:

1. Unaccompanied Chronically Homeless Individuals/Unsheltered Street Homeless Individuals

- Outreach and Engagement
- Low-Barrier Emergency Shelter
- Navigation Center/Multi-Service Center
- Permanent Supportive Housing

2. Situationally Homeless Individuals and Families

- ✓ Outreach and Engagement
- ✓ Low-Barrier Emergency Shelter
- ✓ Connection to Existing Transitional Shelters
- ✓ Workforce Development Programs
- ✓ Affordable Housing

3. At-Risk of Homeless Individuals and Families

- ✓ Eviction and Foreclosure Prevention Programs
- ✓ Workforce Development Programs
- ✓ Utility, Food, Clothing, and Transportation Assistance Programs

Goals

The Homeless Strategic Plan includes the following ten goals:

Goal 1	Develop A Systems-Oriented Approach to Address Homelessness
Goal 2	Develop A Low-Barrier Emergency Shelter/Navigation Center System
Goal 3	Develop Permanent Supportive and Affordable Housing Solutions
Goal 4	Expand Outreach and Engagement
Goal 5	Develop and Participate in Sub-Regional Collaboratives with Neighboring Cities
Goal 6	Develop Public/Private Partnerships to Support Plan Initiatives
Goal 7	Develop Partnerships with the County and Continuum of Care to Support Plan Initiatives
Goal 8	Develop A Homeless Prevention Initiative
Goal 9	Develop An Advocacy Campaign to Support Plan Initiatives
Goal 10	Expand Data Tracking Systems and Dashboard to Measure System Performance

The FY 2021 HSAAP will focus on goals and implementing strategies that were outlined in Phase I of the Homeless Strategic Plan. Accordingly, Phase I efforts will primarily focus on Goal 1, 2, 3, 4 and 8 with a secondary focus on Goal 5, 6, 7 and 10. Goal 9 will be implemented in future phases. Primary goals will focus on the establishment of the City's system of services. Secondary goals will support the system.

PHASE I GOALS AND MILESTONES

Phase I	<p>Primary Focus:</p>
FY 20/21	<p>Goal 1: Develop a Systems-Oriented Approach to Address Homelessness</p> <p>Milestones: Full completion in Phase I through development of a homeless system of services, shelter, and permanent housing. The FY 2021 system of services is outlined in more detail in the budget section of this document</p> <p>Goal 2: Develop a Low-Barrier Emergency Shelter/Navigation Center System</p> <p>Milestones: Full completion in Phase I with first half of year in project development and second half of year in program operation. Milestones include:</p> <ul style="list-style-type: none"> ✓ Harrison Shelter renovation ✓ Development of an RFP to select a nonprofit operator. RFP will include full system of services including emergency shelter, permanent housing, and other system components ✓ RFP selection process and recommendation of nonprofit operator ✓ Council approval of nonprofit operator ✓ Development of operator contract ✓ Execution of operator contract ✓ Grand opening ✓ Issue notice to proceed for operation of full system of services <p>Goal 3: Develop Permanent Supportive and Affordable Housing Solutions</p> <p>Milestones: Goal will be implemented over time during all phases. Phase I milestones are as follows:</p> <ul style="list-style-type: none"> ✓ Development of an RFP to select a nonprofit operator for full system of services including aforementioned emergency shelter/navigation center as well as use of City Housing Units on 5th Street for Permanent Supportive Housing and FY 2021 HOME Funds for a Tenant-Based Rental Assistance Housing Program ✓ RFP selection process and recommendation of nonprofit operator ✓ Council approval of nonprofit operator ✓ Development of operator contract ✓ Execution of operator contract ✓ Grand opening ✓ Issue notice to proceed for operation of full system of services

PHASE I GOALS AND MILESTONES

Phase I	<p>Primary Focus:</p>
FY 20/21	<p>Goal 4: Expand Outreach and Engagement</p> <p>Milestones: Goal will be completed in Phase I through the following milestones:</p> <ul style="list-style-type: none"> ✓ Through first half of FY 2021, use half of line item in budget to expand the Corona Police Department HOPE Team outreach by 24 hours per week to provide coverage during evenings and weekends ✓ Through second half of FY 2021, use balance of line item in budget to partially fund two additional HOPE Team Officers. The City's general funds will be leveraged with a grant secured by the Corona Police Department. This strategy will increase the HOPE Team from two to four officers <p>Goal 8: Develop a Homeless Prevention Initiative</p> <p>Milestones: Partial completion in Phase I with the following milestones:</p> <ul style="list-style-type: none"> ✓ Implement City Housing Department Emergency Housing Needs Assistance Program using CARES Act Funds. The program will provide homeless prevention grants to Corona renters that meet income qualifications and financial impacts as a result of COVID-19 ✓ Additional components of the Homeless Prevention Initiative will be completed in future phases through the development of new partnerships <p>Secondary Focus:</p> <p>Goal 5: Develop and Participate in Sub-Regional Collaboratives with Neighboring Cities</p> <p>Milestones: Partial completion in Phase I with the following milestones:</p> <ul style="list-style-type: none"> ✓ Homeless Solutions Manager is newly elected as the Vice Chair of the Continuum of Care. In this role, the Homeless Solutions Manager will work with the Chair of the Continuum of Care, County staff, the Board of Governance and other Continuum of Care stakeholders to develop policies that incentivize sub-regional partnerships. Examples of potential incentives include: <ul style="list-style-type: none"> • Technical Assistance • Training • Funding

PHASE I GOALS AND MILESTONES

Phase I	<p>Secondary Focus:</p>
FY 20/21	<p>Goal 6: Develop Public/Private Partnerships to Support Plan Initiatives</p> <p>Milestones: Partial completion in Phase I with the following milestones:</p> <ul style="list-style-type: none"> ✓ The Homeless Solutions Manager will work with the Homeless Strategic Plan Working Group to develop a plan of action for a public/private partnership initiative ✓ Implement action plan and establish five new public/private partnerships <p>Goal 7: Develop Partnerships with the County and Continuum of Care to Support Plan Initiatives</p> <p>Milestones: Partial completion in Phase I with the following milestones:</p> <ul style="list-style-type: none"> ✓ Homeless Solutions Manager is newly elected as the Vice Chair of the Continuum of Care. In this role, the Homeless Solutions Manager will actively participate in regional Continuum of Care meetings and planning efforts to identify potential funding and partnership opportunities ✓ Once opportunities are identified, establish two new County and/or Continuum of Care partnerships during Phase I <p>Goal 10: Expand Data Tracking Systems and Dashboard to Measure System Performance</p> <p>Milestones: Full completion in Phase I with the following milestones:</p> <ul style="list-style-type: none"> ✓ Homeless Solutions Manager will work with the IT Department to expand the website dashboard to track system measurements and client measurements to evaluate goal achievement and system performance ✓ Nonprofit operator selected through RFP will be required to collect systems and client data measurements outlined in the implementing strategies of this action plan <p>**Note: Goal 9 will be implemented in future phases</p>

PHASE I IMPLEMENTING STRATEGIES

The following strategies will be implemented during the FY 2021 HSAAP:

Goal	Implementing Strategy
<u>Goal 1</u> Develop A Systems-Oriented Approach to Address Homelessness	<p>A systems-oriented approach to homelessness moves from a one-size, fits all approach to a system of care that matches the appropriate interventions to homeless individuals and families. A systems-oriented approach also reduces fragmentation, improves leveraging of resources and aligns to Federal, State, and County/Continuum of Care Policy. The following strategies are key to a systems-oriented service delivery system for Corona:</p> <ul style="list-style-type: none"> ✓ Align City Policy to Federal, State, County and Continuum of Care Homeless Policy and Funding Initiatives to position City for funding and partnership opportunities and to develop a system of services and housing to address homelessness in Corona. ✓ Develop City initiatives that link outreach/engagement, emergency shelter, supportive services, and permanent housing as part of a continuum of services for homeless clients. ✓ Improve coordination between public/private agencies serving the homeless in Corona to reduce fragmentation or duplication of services and to leverage limited resources. ✓ Develop City initiatives that promote coordination among multi-disciplinary service providers to improve wrap around services to homeless clients and to expedite permanent housing placements. ✓ For eligible programs, participate in the County's Homeless Management Information System and Coordinated Entry System. ✓ Maintain Homeless Solutions Coordinator Position. ✓ Encourage the County and the Continuum of Care to offer technical assistance and planning grants for cities to build capacity to develop a systems-oriented approach to addressing homelessness.

Goal	Implementing Strategy
<p><u>Goal 2</u></p> <p>Develop A Low-Barrier Emergency Shelter/Navigation Center System</p>	<p>Emergency Shelter should be connected to a system of services utilizing low-barrier, housing first policies that facilitate rapid placement in housing. The following strategies will facilitate the development of Corona's emergency shelter system:</p> <ul style="list-style-type: none"> ✓ Apply for 1st year of \$582,003 State SB2 Permanent Local Housing Allocation Entitlement Funds allocated to the City of Corona. Link funds to the Emergency Shelter/Navigation Center System to use for program operation and/or permanent housing placements. Develop required five-year plan to use the \$3,492,018 in SB2 funds to support the Shelter/Navigation Center System (proposed funding activity includes City's 5% administrative allowance). ✓ Establish a partnership with HomeAid Inland Empire to leverage City resources for rehabilitation the Harrison Emergency Shelter/Navigation Center. HomeAid Inland Empire is a nonprofit arm of the Building Industry Association and can leverage in-kind donations of materials and labor to develop emergency shelters. HomeAid Inland Empire is interested in partnering with the City of Corona. ✓ Issue an RFP and select a nonprofit to operate the Emergency Shelter/Navigation Center System. As part of RFP, require selected operator to apply for other funding sources to leverage City funding and expand the components of the Center's system of services and housing resources.

Goal	Implementing Strategy
<p><u>Goal 3</u></p> <p>Develop Permanent Supportive and Affordable Housing Solutions</p>	<p>The key to ending homelessness is housing. Using a housing first approach provides the framework to ensure that situationally and chronically homeless can stabilize through quick transitions to housing resources. The following strategies will help the City of Corona to achieve these objectives:</p> <ul style="list-style-type: none"> ✓ Use City-Owned 12 Housing Units on 5th Street for Permanent-Supportive Housing for the homeless. Initial placements will use existing 3 vacancies. Additional homeless will be placed as more units become available through turn-over in occupied units. Link 5th Street Housing Units to the Navigation Center/Emergency Shelter as part of the Systems-Oriented Goal in this plan. ✓ Use City-Owned 4.76 Acres on 2nd & Buena Vista to create a combination of affordable housing and permanent supportive housing units. Issue an RFP to select a developer with experience in securing Federal, State, County, and other funding to construct and operate a blended motel of affordable housing and permanent supportive housing units. ✓ Develop partnership with the County Behavioral Health Department and other public and private agencies to provide services needed for Permanent Supportive Housing. ✓ To increase the supply of affordable housing and permanent supportive housing for the homeless and to leverage limited affordable housing resources, establish an inclusionary zoning policy and ordinance as part of the City's FY 20/21 Housing Element Update. Best practice inclusionary zoning policies require developers of market rate housing to include a percentage of affordable housing or pay a fee-in-lieu that goes to an affordable housing fund.

Goal	Implementing Strategy
<p><u>Goal 4</u></p> <p>Expand Outreach and Engagement</p>	<p>The homeless needs assessment confirmed that Corona has a large percentage of long-term street homeless. Effective engagement and connection to services and housing will require expanded outreach efforts. The following strategies will support these objectives:</p> <ul style="list-style-type: none"> ✓ Expand ability to respond to business and resident concerns and the needs of the homeless by increasing outreach and engagement efforts. ✓ Increase successful engagements through persistent, expanded, and coordinated outreach. ✓ Link outreach and engagement initiatives to the City's Emergency Shelter/Navigation Center to support the Systems-Oriented Goal of this plan and to facilitate warm hand-offs to shelter case managers. ✓ Expand Corona Police Department HOPE Team Outreach and Engagement efforts.

Goal	Implementing Strategy
<p><u>Goal 5</u></p> <p>Develop and Participate in Sub-Regional Collaboratives with Neighboring Cities</p>	<p>The homeless needs assessment confirmed that a percentage of homeless regularly migrate between the cities of 2nd District. Because of the transient nature of the homeless, the City of Corona needs to work with the County, Continuum of Care, and 2nd District cities to develop sub-regional partnerships. Implementing strategies to support this objective include:</p> <ul style="list-style-type: none"> ✓ Encourage the County and Continuum of Care to establish policies that help to facilitate sub-regional collaboration among cities. Examples of policies include: <ul style="list-style-type: none"> ○ Offer technical assistance/planning grants to cities to build capacity to develop sub-regional partnerships to address the homeless issue. ○ Offer bonus point incentives on grant applications for cities (or city endorsed nonprofits/developers) that are applying for funds to serve respective homeless clients living in cities within a sub-region.

Goal	Implementing Strategy
<p><u>Goal 6</u></p> <p>Develop Public/Private Partnerships to Support Plan Initiatives</p>	<p>Addressing homelessness should be a community-wide effort to leverage resources and to develop creative programs. The following strategies support this objective:</p> <ul style="list-style-type: none"> ✓ Establish Faith-Based Partnerships to leverage City's homeless resources. There are approximately 100 faith-based organizations in the City of Corona. Examples of partnership opportunities include: <ul style="list-style-type: none"> ○ Volunteers to support the Emergency Shelter/Navigation Center ○ Donations for Food, Clothing, Hygiene Kits, and other essential items ○ Financial Donations to support operation of the Emergency Shelter/Navigation Center ○ Facilitating warm hand-offs and referrals for homeless receiving services from members of the faith community ○ Land donations for affordable housing ✓ Establish Partnerships with the Healthcare Community to expand services to the homeless. Potential partnership examples include: <ul style="list-style-type: none"> ○ Partnership with Corona Regional Medical Center and City's Emergency Shelter/Navigation Center System for safe hospital discharges and recuperative care. ○ Partnerships with medical professionals who are willing to donate behavioral health and medical/healthcare services to the homeless. ○ Partnerships with Colleges and Universities for provision of mental health counseling to the homeless through Clinical Psychology Master's Programs to assist students and graduated psychology alumni interns through providing clinical practicum and internship experiences. ✓ Establish Partnerships with the Business Community and Corona Chamber of Commerce. Examples of partnership opportunities include: <ul style="list-style-type: none"> ○ Volunteers to support the Emergency Shelter/Navigation Center ○ Donations for Food, Clothing, Hygiene Kits, and other essential items ○ Financial Donations to support operation of the Emergency Shelter/Navigation Center

Goal	Implementing Strategy
<p><u>Goal 7</u></p> <p>Develop Partnerships with the County and Continuum of Care to Support Plan Initiatives</p>	<p>According to data received from the County Executive Office, the County and the Continuum of Care invest an average of \$100 million per year to support services, shelter, and housing to prevent and end homelessness throughout the region of Riverside County. Examples of partnership opportunities to leverage/secure these resources include:</p> <ul style="list-style-type: none"> ✓ Participate in County and Continuum of Care regional efforts related to the homeless. Examples include but are not limited to: <ul style="list-style-type: none"> ○ Homeless Management Information System ○ Coordinated Entry System ○ 100-Day Challenges ○ Annual Count and Survey of the Homeless ○ Continuum of Care Meetings ○ Continuum of Care Sub-Committee Meetings ○ Continuum of Care Board of Governance Meetings ✓ Partner with County Behavioral Health for Mental Health and Substance Abuse Treatment Supportive Services. ✓ Partner with County Department of Social Services for benefits services and supports such as CalWorks, CalFresh/SNAP, GAIN/Welfare-to-Work, General Relief, and Medi-Cal. ✓ Partner with County Housing, Homelessness Prevention and Workforce Solutions Department for affordable housing financing resources, Section 8 Project-Based Vouchers and Housing Choice Vouchers, Workforce Development Services, and other resources. ✓ Partner with County for homeless encampment response support, linkage to County services, homeless policy and program information, and other strategic support. ✓ Partner with County Probation for re-entry services which include whole person care service coordination for health, behavioral health, and social services. ✓ Partner with the County Veterans Service Office and Office on Aging for veteran and older adult services.

Goal	Implementing Strategy
<p><u>Goal 8</u></p> <p>Develop A Homeless Prevention Initiative</p>	<p>The COVID-19 pandemic has caused unprecedented impacts to the economy. As a result, the City of Corona will likely experience an increase in homeless families and individuals. The following implementing strategies will support homeless prevention:</p> <ul style="list-style-type: none"> ✓ Develop an Emergency Shelter/Navigation Center System that includes Homeless Prevention programs and resources. ✓ Partner with public and private agencies that provide Homeless Prevention services and assistance programs such as: <ul style="list-style-type: none"> ○ Utility Assistance ○ Food and Clothing Assistance ○ Credit Counseling ○ Employment Services ○ Financial Support for Eviction Prevention ○ Fair Housing Counseling for Landlord/Tenant Disputes ✓ Establish a flexible pool of funding that can provide financial assistance to those who are at-risk of losing their existing housing. ✓ Work with County and Continuum of Care to support and improve discharge planning policies and regional efforts to prevent homelessness resulting from discharges from jails/prisons, hospitals, foster care and other institutions of care. ✓ Implement City Homeless Prevention Program with CARES Act funding.

Goal	Implementing Strategy
<p><u>Goal 10</u></p> <p>Expand Data Tracking Systems and Dashboard to Measure System Performance</p>	<p>The most effective way to measure success is through effective data tracking systems and dashboards that evaluate system performance. Measuring system performance aligns the City of Corona with Federal, State, County, and Continuum of Care data policy. Accurate data tracking will help the City to measure success in addressing homelessness and maintain a system of services that is flexible and scalable based on changing needs and resources. The following implementing strategies will help the City of Corona to accomplish these objectives:</p> <p><u>Client Measurements:</u></p> <ul style="list-style-type: none"> ✓ Track new public and private partnerships to measure additional resources. ✓ Track new and existing funding sources allocated to the City's system of homeless services. ✓ Modify existing dashboard to provide more specific outreach/engagement street exit destinations including placements in emergency shelter, transitional shelter, permanent housing, family reunification, etc. ✓ Track first time homeless. ✓ Track length of homelessness. ✓ Track length of stay in City's emergency shelter system. ✓ Track non-employment income changes. ✓ Track increases in employment and employment income changes. ✓ Track housing placement and retention rates. ✓ Track number of document ready clients waiting for permanent supportive housing, rapid rehousing or other housing placements. ✓ Track returns to homelessness. ✓ Compare and evaluate annual point in time count and survey data with client-level data from City's system of services, including client data on by-name list of homeless from street outreach. ✓ Modify City's Homeless Solutions Website Dashboard to include new data elements. <p><u>System Measurements:</u></p> <ul style="list-style-type: none"> ✓ Number of emergency shelter units to be developed ✓ Number of permanent supportive housing and affordable housing units to be developed ✓ Number and type of public/private partnerships to be developed with an overview of the types of resources to be secured or leveraged ✓ Number of sub-regional partnerships to be developed with an overview of the types of resources to be secured or policies to be approved to facilitate improved homeless services in the region ✓ Number of new grants to be secured to support or expand the City's system of homeless services.

FY 2021/PHASE I BUDGET

Expenses:

24/7 Emergency Shelter/Navigation Center - 30 beds Unaccompanied Males - 365 days for 10,950 nights	State PLHA & General Funds
	\$843,150
Rehabilitation of Shelter/Navigation Center	CDBG Capital Funds
	\$765,000
Tenant-Based Rental Assist Program/PSH Housing	HOME Funds
	\$355,869
Corona PD HOPE Team Expansion (+24 hours per week)	General Funds
	\$100,000
Harrison Shelter/5th Housing Units Maintenance	General Funds
	\$200,000
CityNet Outreach/Engagement Contract	General Funds
	\$129,792
Unaccompanied Female & Family Motel Program - 7,325 nights/20 Room Capacity for 365 nights	General Funds
	\$667,100
Homeless Solutions Coordinator 30 Hours Per Week	General Funds
	\$90,945
Navigation Center Housing Navigator / Landlord Partnerships Case Manager	General Funds
	\$60,000
Purchase of Equipment/Furnishings for Shelter/Navigation Center & Contingency	General Funds
	\$148,468
City Admin	State PLHA Funds
	\$30,000
Path of Life - 5 Dedicated Shelter Beds for 6 Months or until Harrison Shelter Opens	General Funds
	\$27,375
Total Expenses	\$3,417,699

FY 2021/PHASE I BUDGET

Revenue and Fund Distribution:

Revenue Source	Fund \$
FY 2021 General Funds	\$1,000,000
FY 2021 CDBG Capital for Rehab	\$765,000
FY 2020 General Fund Carry Over	\$714,827
FY 2021 State SB2	
City PLHA Entitlement Funds	
*Pending State approval	\$582,003
FY 2021 HOME TBRA/PSH	\$355,869
Total Revenue	\$3,417,699

Shelter/Housing	Outreach and Engagement	Staff/Admin	Total
\$843,150			
\$765,000			
\$355,869	\$100,000	\$90,945	
\$200,000	\$129,792	\$30,000	
\$667,100			
\$60,000			
\$148,468			
\$27,375			
\$3,066,962	\$229,792	\$120,945	\$3,417,699
90%	7%	3.54%	100%



www.CoronaCA.gov
400 South Vicentia Avenue
Corona, CA 92882





Agenda Report

File #: 20-0589

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 07/15/2020

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

City Council consideration of adopting Resolution No. 2020-088, authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2020-088, authorizing the filing of applications with the Federal Transit Administration for Federal assistance.

ANALYSIS:

The City of Corona Transit Program is partially funded through assistance from the Federal Transit Administration (FTA). The FTA requires the City to adopt a resolution every fifteen (15) years for the purpose of delegating proper authority to City staff acting on the City's behalf. The City adopted Resolution No. 2005-97 for this purpose on August 17, 2005.

The FTA requires that all recipients identify the individuals properly authorized by the governing body of the grantee to take certain actions. Specifically, these individuals are authorized to file applications, provide annual certifications and assurances that the City will comply with pertinent federal rules and regulations and execute an agreement with the FTA for federal assistance for the City's transit program. Resolution No. 2020-088 identifies the Public Works Director, or a designee authorized by the Public Works Director, to execute and file applications, annual certifications and assurances, and other documents that the FTA requires. In conjunction, the resolution also authorizes the City Attorney to execute and file the annual certifications and assurances and other documents such as the Opinion of Counsel, which is required by the FTA.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

This item supports the City's Strategic Plan Goal 4: Actively engage in public and private partnerships to provide services and amenities; Objective A: Proactively develop partnerships with local and regional business interest and agencies by participating in community events and sharing information regarding City of Corona Transit Service.

FISCAL IMPACT:

There is no fiscal impact to the General Fund. Approval of the recommended resolution is necessary for continued eligibility for federal assistance to support current and future capital projects and operating costs by demonstrating compliance with 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

ENVIRONMENTAL ANALYSIS:

This action is exempt from the California Environmental Quality Act (CEQA).

PREPARED BY: SUDESH PAUL, TRANSPORTATION PLANNING SUPERVISOR

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

REVIEWED BY: DEAN DERLETH, CITY ATTORNEY

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Resolution No. 2020-088

RESOLUTION NO. 2020-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, grants or cooperative agreements for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transportation Administration required for the project.

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

SECTION 1. The Public Works Director, or designee authorized by the Public Works Director of the City of Corona, are authorized to execute and file applications for federal assistance on behalf of the City of Corona with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing projects administered by the Federal Transit Administration. Southern California Association of Governments is the Designated Recipient as defined by 49 U.S.C Section 5307(a)(2). Through a Supplemental Agreement between Federal Transit Administration, Southern California Association of Governments, and the City of Corona, Southern California Association of Governments assigns rights to the City of Corona to receive and dispense Federal funds for the Urbanized Area Formula Program.

SECTION 2. The Public Works Director, or designee authorized by the Public Works Director and the City Attorney, are authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant of cooperative agreement.

SECTION 3. The Public Works Director, or designee authorized by the Public

Works Director, are authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Corona.

SECTION 4. The Public Works Director, or designee authorized by the Public Works Director, are authorized to approve payment requests submitted to the Federal Transit Administration on behalf of the City of Corona.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2020.

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 15th day of July, 2020, 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 15th day of July, 2020.

City Clerk of the City of Corona, California

[SEAL]



Agenda Report

File #: 20-0634

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 07/15/2020

TO: Honorable Mayor and City Council Members

FROM: Administrative Services Department

SUBJECT:

City Council consideration of Resolution No. 2020-100, extending the temporary waiver of all penalties, late fees and interest imposed upon delinquent payments of business license taxes or transient occupancy taxes and extending the deadline for business license renewals due in June, July, and August 2020.

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2020-100, extending the temporary waiver of all penalties, late fees and interest imposed upon delinquent payments of business license taxes or transient occupancy taxes and extending the deadline for business license renewals due in June, July, and August 2020.

ANALYSIS:

On March 4, 2020, a State of Emergency was declared in the State of California in response to an outbreak of a novel coronavirus, now known as COVID-19. On March 19, 2020, Governor Newsom issued Executive Order N-33-20 ordering all individuals living in the State of California to stay home or at their place of residence, except to obtain essential services. Order N-33-20 has significantly impacted the business community throughout the State, including Corona based businesses. Staff received requests from local businesses to review business license renewal and transient occupancy tax payment deadlines to provide some financial relief to the impacted businesses. The process and payment deadlines are established in the Corona Municipal Code (Business License - Chapter 5.02 and Transient Occupancy Tax - Chapter 3.34).

On April 15, 2020, the City Council approved the following temporary changes for local businesses:

TRANSIENT OCCUPANCY TAXES

- Waived penalties and interest for delinquent transient occupancy tax payments for a period of 90 days following the adoption of Resolution 2020-019.

BUSINESS LICENSE RENEWALS

- Waived penalties and interest for delinquent business license payments for a period of 90 days following the adoption of Resolution 2020-019.
- Extended the payment deadline for business license renewal dates due in April 2020 and May 2020 to June 30, 2020. The action extended the payment deadline only and did not extend the renewal period of the 12-month license that expires in 2021.

With the current re-opening restrictions in Riverside County and the State of California due to COVID-19, staff is recommending additional relief to the local business with extensions for the business license taxes and transient occupancy taxes as follows:

TRANSIENT OCCUPANCY TAXES

- Waive penalties and interest for delinquent transient occupancy tax payments through September 30, 2020 following the adoption of Resolution 2020-100.

BUSINESS LICENSE RENEWALS

- Waive penalties and interest for delinquent business license payments through September 30, 2020 following the adoption of Resolution 2020-100.
- Extend the payment deadline for business license renewal dates due in April 2020 through August 2020 to September 30, 2020. This action will extend the payment deadline only and will not extend the renewal period of the 12-month license that expires in 2021.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

Waiver of penalties and interest through September 30, 2020 is a General Fund revenue impact of approximately \$24,000 for delinquent transient occupancy taxes and approximately \$63,000 for delinquent business license renewals. Extending the payment deadline for monthly transient occupancy taxes and annual business license renewals impacts the General Fund cash flow but does not have any additional revenue impacts. The total estimated General Fund revenue loss in FY 2021 is \$87,000. No budgetary adjustments are requested at this time. Staff will return to City Council with updated revenue projections later in Fiscal Year 2021.

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 an action 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 payment extensions and waiver of penalties and interest may have a significant effect on the environment, the action is not subject to CEQA.

PREPARED BY: KIM SITTON, ACTING ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: DEAN DERLETH, CITY ATTORNEY AND LEGAL AND RISK MANAGEMENT DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Resolution No. 2020-100

RESOLUTION NO. 2020-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA EXTENDING THE TEMPORARY WAIVER OF ALL PENALTIES, LATE FEES AND INTEREST IMPOSED UPON DELINQUENT PAYMENTS OF BUSINESS LICENSE TAXES OR TRANSIENT OCCUPANCY TAXES AND EXTENDING THE DEADLINE FOR BUSINESS LICENSE RENEWALS DUE IN JUNE, JULY AND AUGUST 2020

WHEREAS, on March 4, 2020, the Governor of California (“Governor”) proclaimed a State of Emergency to exist in California, as authorized by Government Code sections 8558(b) 8625(c), in response to an outbreak and spread of a respiratory disease caused by a novel coronavirus now known as COVID-19 throughout California; and

WHEREAS, on March 8, 2020, the Riverside County Public Health Officer (“County PHO”) declared a local health emergency based on an imminent and proximate threat to public health from the introduction of COVID-19 in Riverside County; and

WHEREAS, on March 10, 2020, Riverside County proclaimed a local emergency due to the threat of COVID-19 in Riverside County; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic based upon the alarming levels of spread and severity of COVID-19, and by the alarming levels of inaction; and

WHEREAS, on March 13, 2020, the President of the United States declared the COVID-19 pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to authority granted by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*); and

WHEREAS, on March 16, 2020, when the City Council was not in session, the Fire Chief for the City of Corona, in his capacity as the Director of Emergency Services and pursuant to authority granted by Corona Municipal Code (“CMC”) Section 2.52.110, declared a local emergency in the City of Corona, which was ratified by the City Council on March 18, 2020 pursuant to Resolution No. 2020-010; and

WHEREAS, on March 19, 2020, in a further effort to require the public to practice social distancing to help contain the spread of COVID-19, the Governor issued Executive Order N-33-20 ordering all individuals living in the State of California to stay home or at their place of residence, except to obtain essential services; and

WHEREAS, with the closing of many businesses around the City due to the various orders of the City, the County PHO, and the Governor, many sectors of our local economy have been significantly affected, especially small business owners; and

WHEREAS, CMC Section 3.34.080 provides that hotel operators who fail to pay the City's transient occupancy tax required pursuant to CMC Chapter 3.34 are subject to penalties of ten percent (10%) of the amount of the tax plus one-half percent (1/2%) interest per month if they fail to remit the tax within the time required by CMC Chapter 3.34; and

WHEREAS, CMC Section 5.02.330 provides that any business that fails to pay when due a business license tax required pursuant to CMC Chapter 5.02 is subject to penalties in the amount of twenty-five percent (25%) of the amount of the tax, unless such penalty is waived for good cause in the discretion of the Administrative Services Director; and

WHEREAS, to assist local businesses during this time of crisis, the City Council desires to temporarily waive all penalties, late fees and interest charges that may otherwise be imposed upon hotel operators under CMC Chapter 3.34 and businesses under CMC Chapter 5.02 for a period of 90 days; and

WHEREAS, CMC Chapter 5.02 requires that business licenses be renewed annually on the 12-month anniversary date of the issuance of the initial business license for each business within the City; and

WHEREAS, the City Council previously approved Resolution No. 2020-019 which extended the payment deadline to June 30, 2020 for any business licenses that are required to be renewed during the months of April 2020 and May 2020; and

WHEREAS, the City Council desires to extend the payment deadline to September 30, 2020 for any business licenses that are required to be renewed during the months of June, July, and August of 2020.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED, by the City Council of the City of Corona, California, as follows:

SECTION 1. Transient Occupancy Taxes. Notwithstanding anything to the contrary in Section 3.34.080 of the Corona Municipal Code or any other applicable law, rule or regulation, any penalties, late fees or interest charges that may otherwise be imposed upon any operator, as that term is defined in Section 3.34.020(F), who fails to remit any tax imposed by Chapter 3.34 of the Corona Municipal Code are hereby waived through September 30, 2020 following adoption of this Resolution.

SECTION 2. Business License Taxes. Notwithstanding anything to the contrary in Section 5.02.330 of the Corona Municipal Code or any other applicable law, rule or regulation, any penalties, late fees or interest charges that may otherwise be imposed upon a business, as that term is defined in Section 5.02.020(A), that fails to remit any tax imposed by Chapter 5.02 of the

Corona Municipal Code are hereby waived through September 30, 2020 following adoption of this Resolution.

SECTION 3. Business License Renewals. Notwithstanding anything to the contrary in Chapter 5.02 of the Corona Municipal Code or any other applicable law, rule or regulation, the deadline for renewal of a business license for any business licenses that are required to be renewed in June, July, and August 2020 is hereby extended to September 30, 2020.

SECTION 4. Effective Date. This Resolution shall go into effect immediately upon its adoption.

PASSED AND ADOPTED this 15th day of July 2020.

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 15th day of July 2020, 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 15th day of July 2020.

City Clerk of the City of Corona, California

(SEAL)



Agenda Report

File #: 20-0590

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 07/15/2020

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

Public Hearing for City Council consideration of Resolution No. 2020-089, ordering the vacation of a portion of public right-of-way fronting 210 Radio Road, south of the 91-freeway and north of the existing terminus of Radio Road.

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2020-089, ordering the vacation of a portion of public right-of-way fronting 210 Radio Road, south of the 91-freeway and north of the existing terminus of Radio Road.

ANALYSIS:

Rexco-Hayward, LLC ("Developer") is the developer for the property located at 210 Radio Road, on the east side of Radio Road, immediately south and adjoining the 91-freeway. The Developer proposes to construct a new industrial building that is approximately 146,142 square-feet on a total of 7.17 acres. On June 17, 2020, the City Council approved a Purchase and Sale Agreement for the sale of approximately 16,140 square-feet of excess right-of-way and concurrently adopted Resolution No. 2020-052, declaring its intent to vacate said right-of-way, as shown on Exhibit "A." The completion of the vacation and subsequently the sale of the property is a necessary step in the development of the project. An ingress and egress easement will be reserved to maintain ingress and egress through the City Property to provide access to the existing Caltrans construction yard.

A notice of the public hearing on the vacation was published in the Sentinel Weekly News on July 1, 2020, and on July 8, 2020, in accordance with the provisions of the California Streets and Highways Code Section 8322. On June 22, 2020, three separate vacation notices were conspicuously posted along the portion to be vacated in accordance with the requirements of the California Streets and Highways Code Section 8323.

Adoption of the recommended resolution would order the vacation of a portion of public right-of-way fronting 210 Radio Road, south of the 91-freeway and north of the existing terminus of Radio Road, as described in Resolution No. 2020-089, and help provide for the completion of the sale to the Developer.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

All costs associated with this action have been paid for by the developer.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action simply approves the vacation of public right-of-way to help provide for the transfer of a small portion of excess right-of-way to the adjacent property owner for incorporation into property currently owned by such property owner, and there is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: CHRISTOPHER HORN, P.E., SENIOR ENGINEER

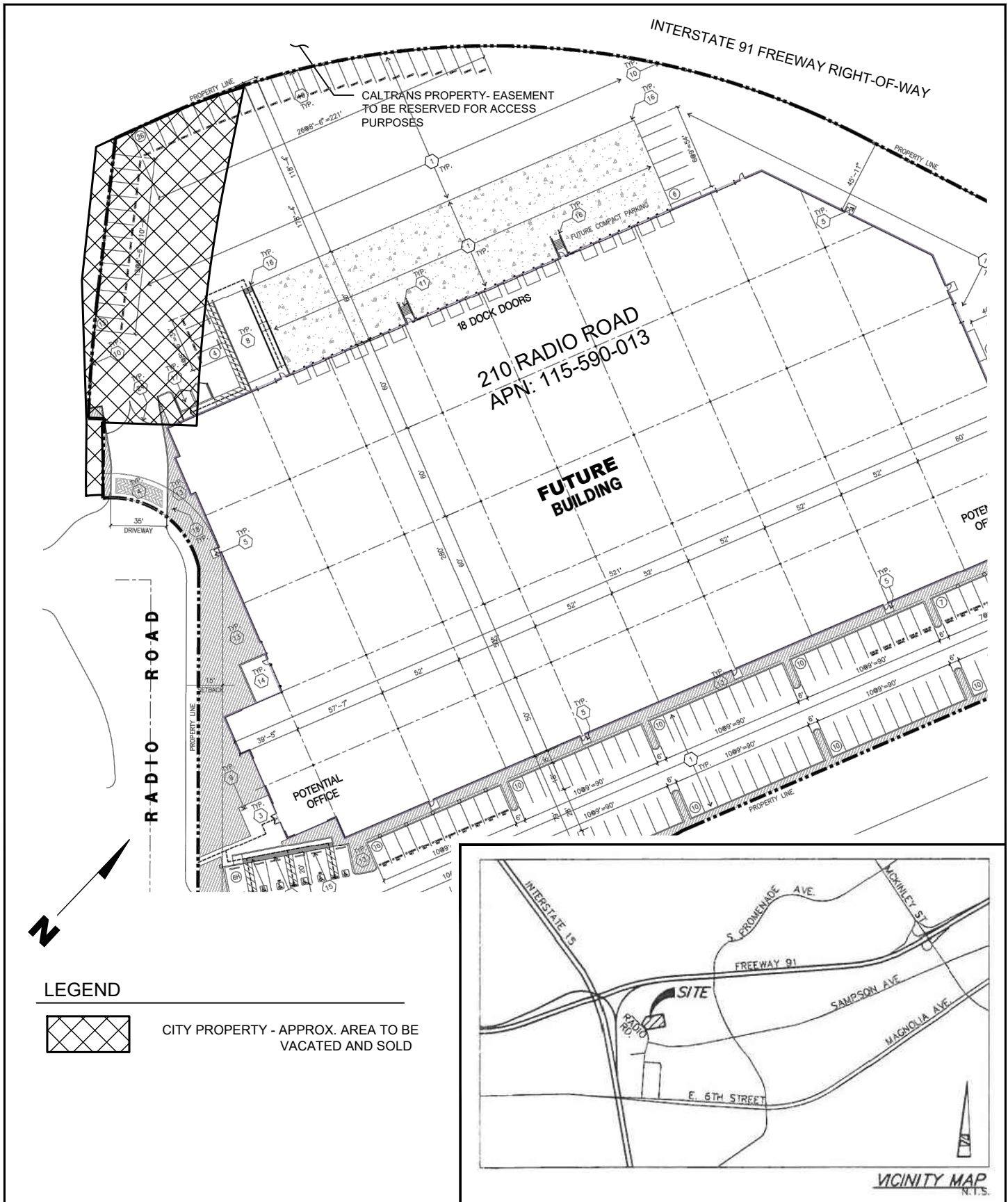
REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Exhibit A - Location and Areas Map
2. Resolution No. 2020-089



CITY OF CORONA
LAND DEVELOPMENT DIVISION

400 S. VICENTIA AVE. CORONA, CA 92882
TELEPHONE (951) 736-2248

EXHIBIT "A"
LOCATION AND AREAS MAP
210 RADIO ROAD

Drawing No.

1

Scale:
NO SCALE

RESOLUTION NO. 2020-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, ORDERING THE VACATION OF A PORTION OF PUBLIC RIGHT-OF-WAY FRONTING 210 RADIO ROAD, SOUTH OF THE 91-FREEWAY AND NORTH OF THE EXISTING TERMINUS OF RADIO ROAD.

WHEREAS, on June 17, 2020, the City Council of the City of Corona (“City”) adopted Resolution No. 2020-052 declaring the City’s intention to vacate a portion of the public right-of-way fronting 210 Radio Road, south of the 91-freeway and north of the existing terminus of Radio Road, as more particularly described and depicted in Exhibit “A” attached hereto and incorporated by reference (“Proposed Vacated ROW”); and

WHEREAS, these vacation proceedings are being conducted pursuant to the requirements of Part 3 (commencing with Section 8300) of Division 9 of the Streets and Highways Code of the State of California (the “Act”), which authorizes the City to vacate all or part of a public street within the City if the public street, or portion thereof, proposed to be vacated is unnecessary for present or prospective public use; and

WHEREAS, Section 8340(d) of the California Streets and Highways Code authorizes the City to reserve and except from the vacation, or grant to another state or local public agency, an easement and right for vehicular and nonvehicular use in, upon, over, and across the Proposed Vacated ROW; and

WHEREAS, there is a need to reserve and except an easement to provide a means of ingress and egress to certain real property located immediately north of the Proposed Vacated ROW; and

WHEREAS, pursuant to Section 8313 of the California Streets and Highways Code, on or about June 12, 2020, the City’s Community Development Director determined that the vacation of the Proposed Vacated ROW is consistent with the City of Corona General Plan because it is consistent with Land Use Policy LU-4.4 to proactively promote the adaptive re-use and infill of economically underutilized, obsolete, and dilapidated commercial and industrial sites within existing urbanized areas, in consideration of the uses, scale, and character of adjoining uses.

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

SECTION 1. The City Council hereby finds, from all the evidence submitted, that the Proposed Vacated ROW is unnecessary for present or prospective public use because there are no existing right-of-way improvements within the Proposed Vacated ROW and no

future right-of-way improvements are required within the Proposed Vacated ROW to provide public access or facilitate circulation for the surrounding properties.

SECTION 2. Under the authority vested in it under Section 8340 of the Streets and Highways Code of the State of California, the City Council hereby reserves and excepts from the vacation proceedings an easement in, upon, over, and across that portion of the Proposed Vacated ROW more particularly described and depicted in Exhibit “B” attached hereto and incorporated by reference (“Access Easement”) in order to provide a means of ingress and egress to that certain real property located immediately north of the Proposed Vacated ROW, as more particularly described and depicted in Exhibit “C” attached hereto and incorporated by reference (“Benefitted Parcel”).

SECTION 3. Under the authority vested in it under Section 8340 of the Streets and Highways Code of the State of California, the City Council hereby prohibits the installation or construction of any structure, building, or fixture that may interfere directly or indirectly with the easements set forth in Section 2 of this Resolution in, over, above, across, under, below, or beneath the Proposed Vacated ROW that may interfere directly or indirectly with the use of the Access Easement.

SECTION 4. This Resolution is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Resolution simply orders the vacation of a portion of public right-of-way that is not used for present or prospective public use, and there is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

SECTION 5. The City Clerk is hereby ordered to cause a certified copy of this Resolution to be recorded in the Office of the County Recorder of Riverside in accordance with the provisions of Streets and Highways Code Section 8325 upon receipt of notification from the Director of Public Works that all conditions precedent to the vacation of the Proposed Vacated ROW have been satisfied or performed.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2020.

Mayor of the City of Corona, California

ATTEST:

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 15th day of July, 2020, 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 15th day of July, 2020.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT “A”

LEGAL DESCRIPTION AND DEPICTION OF PROPOSED VACATED ROW

[SEE ATTACHED THREE (3) PAGES]

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF DETAIL # 4 AS SHOWN ON THE MAP OF RELINQUISHMENT RECORDED MAY 20, 1960 IN BOOK 2, PAGE 170 OF STATE HIGHWAY MAPS, TOGETHER WITH A PORTION OF SECTION 30, T.3S., R.6W., S.B.B.M., AS SHOWN BY MAP OF SECTIONIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO, ON FILE IN BOOK 7, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, SAID PORTION ALSO BEING PORTION OF PARCEL 14, AS SHOWN BY ASSESSOR'S MAP NO. 30, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL 1 OF RECORD OF SURVEY RECORDED IN BOOK 52, PAGE 68, OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 33°43'13" WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1, ALSO BEING THE NORTHWESTERLY LINE OF THAT PARCEL PER DEED RECORDED APRIL 29, 1964 AS INSTRUMENT NO. 52724, OFFICIAL RECORDS OF SAID COUNTY, 272.21 FEET TO A POINT ON A 960 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY TO WHICH A RADIAL LINE BEARS SOUTH 55°23'20" WEST, SAID CURVE BEING THE NORTHEASTERLY LINE OF THAT PARCEL CONVEYED TO THE STATE OF CALIFORNIA PER DEED RECORDED SEPTEMBER 17, 1959 IN BOOK 2546, PAGE 65 AS INSTRUMENT 79572, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTHEASTERLY ALONG SAID CURVE 117.73 FEET THROUGH A CENTRAL ANGLE OF 7°01'35" TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 48°21'45" WEST, SAID POINT BEING THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED SEPTEMBER 17, 1959 AS INSTRUMENT NO. 79572 IN BOOK 2546, PAGE 65;

THENCE SOUTH 48°21'45" WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL CONVEYED TO THE STATE OF CALIFORNIA, 60.43 FEET;

THENCE SOUTH 44°44'47" EAST ALONG THE SOUTHWESTERLY LINE OF THAT PARCEL PER DEED RECORDED APRIL 29, 1964 AS INSTRUMENT NO. 52724, OFFICIAL RECORDS OF SAID COUNTY, 46.31 FEET TO A POINT ON A NON-TANGENT 54 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY TO WHICH A RADIAL LINE BEARS NORTH 40°32'07" WEST;

THENCE SOUTHWESTERLY 11.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE 11°47'01" TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 52°19'08" WEST, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF THAT PORTION OF LAND PER DEED RECORDED APRIL 10, 1961 AS INSTRUMENT NO. 30285, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 43°45'00" WEST ALONG SAID SOUTHWESTERLY LINE OF THAT PORTION OF LAND RECORDED APRIL 10, 1961 AS INSTRUMENT NO. 30285, 9.21 FEET;

THENCE NORTH 43°04'45" WEST ALONG SAID SOUTHWESTERLY LINE OF THAT PORTION OF LAND RECORDED APRIL 10, 1961 AS INSTRUMENT NO. 30285, 37.98 FEET TO THE SOUTHWESTERLY CORNER OF THAT PARCEL CONVEYED TO THE STATE OF CALIFORNIA PER DEED RECORDED FEBRUARY 10, 1959 AS INSTRUMENT NO. 79572 IN BOOK 2411, PAGE 56, OFFICIAL RECORDS OF SAID COUNTY, AS SHOWN ON SAID MAP OF RELINQUISHMENT;

THENCE NORTH 45°21'05" WEST ALONG THE SOUTHWESTERLY LINE OF SAID RELINQUISHED PARCEL LINE AND OF THE PARCEL CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED FEBRUARY 10, 1959 IN BOOK 2411 PAGE 566, 90.37 FEET;

THENCE NORTH 37°24'47" WEST ALONG SAID SOUTHWESTERLY LINE OF SAID RELINQUISHED PARCEL AND OF THE PARCEL CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED FEBRUARY 10, 1959 IN BOOK 2411, PAGE 566, 85.39 FEET TO A POINT ON A NON-TANGENT 1,500 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY TO WHICH A RADIAL LINE BEARS NORTH 68°57'00" WEST, SAID CURVE BEING ON THE NORTHERLY LINE SHOWN ON CALIFORNIA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP;

THENCE NORTHEASTERLY ALONG SAID CURVE 38.19 FEET THROUGH A CENTRAL ANGLE OF 1°27'31" TO A POINT OF COMPOUND CURVATURE ON A 500 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY TO WHICH A RADIAL LINE BEARS NORTH 67°29'29" WEST;

THENCE NORTHEASTERLY ALONG SAID 500 FOOT CURVE 63.32 FEET THROUGH A CENTRAL ANGLE OF 7°15'21" TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 60°14'08" WEST, SAID POINT BEING ON THE NORTHEASTERLY LINE OF THAT PARCEL CONVEYED TO THE STATE OF CALIFORNIA PER DEED RECORDED SEPTEMBER 17, 1959 IN BOOK 2546, PAGE 45 AS INSTRUMENT 79569, OFFICIAL RECORDS OF SAID COUNTY; ;

THENCE SOUTH 32°05'46" EAST ALONG SAID NORTHEASTERLY LINE, 58.04 FEET TO A POINT ON SAID 960 FOOT CURVE TO WHICH A RADIAL LINE BEARS NORTH 57°54'14" EAST;


THENCE SOUTHEASTERLY ALONG SAID CURVE 42.14 FEET THROUGH A CENTRAL ANGLE OF 02°30'54" TO THE **TRUE POINT OF BEGINNING**.

THE BEARINGS OF THIS LEGAL DESCRIPTION ARE BASED ON THE BEARING OF NORTH 33°43'13" EAST FOR THE NORTHWESTERLY LINE OF THAT PARCEL LAND DESCRIBED IN DEED RECORDED APRIL 29, 1964 AS INSTRUMENT 52724, SAID LINE ALSO BEING THE NORTHWESTERLY LINE OF THAT PARCEL DESCRIBED IN LOT LINE ADJUSTMENT NO. 98-10, RECORDED SEPTEMBER 14, 1998 AS INSTRUMENT NO. 389326, OFFICIAL RECORDS OF SAID COUNTY.

THE AREA OF THIS PARCEL CONTAINS 16,140 SQUARE FEET (0.37 ACRES) MORE OR LESS.

SEE ATTACHED EXHIBIT "A" HEREWITH AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DOCUMENT WAS PREPARED UNDER SUPERVISION OF:


DENNIS C. FARNSWORTH
RCE: 31653 EXP. 12/31/2020

6/10/2020
DATE



EXHIBIT 'A'

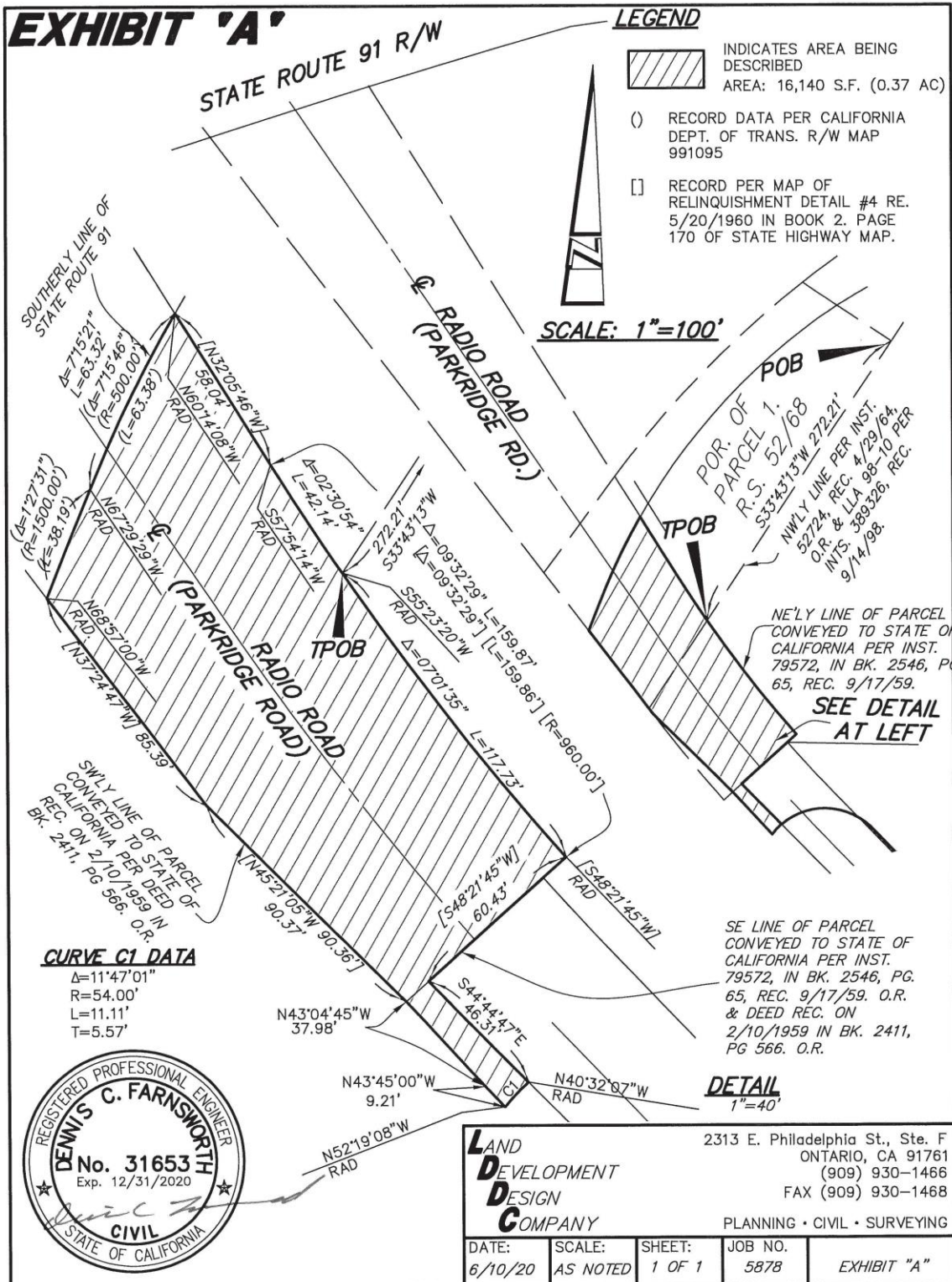


EXHIBIT “B”

LEGAL DESCRIPTION AND DEPICTION OF ACCESS EASEMENT

[SEE ATTACHED FOUR (4) PAGES]

EXHIBIT "B"
LEGAL DESCRIPTION

AN EASEMENT FOR ACCESS PURPOSES OVER THAT PORTION OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN ON SECTIONALIZED SURVEY OF RANCHO EL SOBRANTE DE SAN JACINTO, ON FILE IN BOOK 7 OF MAPS, PAGE 10, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ALSO BEING THAT PORTION OF DETAIL #4 AS SHOWN ON THE MAP OF RELINQUISHMENT RECORDED MAY 20, 1960 IN BOOK 2 PAGE 170 OF STATE HIGHWAY MAPS, MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE CENTERLINE INTERSECTION OF PARKRIDGE ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 91 FREEWAY AS SHOWN ON SAID MAP OF RELINQUISHMENT;

THENCE SOUTH 34°26'00" EAST ALONG SAID CENTERLINE OF PARKRIDGE ROAD, 454.32 FEET TO A POINT ON A NON-TANGENT 500.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY TO WHICH A RADIAL LINE BEARS NORTH 65°52'20" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE 14.13 FEET THROUGH A CENTRAL ANGLE OF 01°37'09" TO A POINT ON A COMPOUND CURVATURE OF A 1500.00 FOOT RADIUS CURVE TO WHICH A RADIAL LINE BEARS NORTH 67°29'29" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE 3.96 FEET THROUGH A CENTRAL ANGLE OF 00°09'04" TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 67°38'33" WEST, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 67°17'53" EAST, 24.26 FEET;

THENCE SOUTH 37°25'14" EAST, 82.23 FEET;

THENCE SOUTH 45°21'32" EAST, 32.00 FEET;

THENCE SOUTH 43°00'43" EAST, 53.67 FEET;

THENCE SOUTH 44°44'47" EAST, 1.24 FEET TO A POINT ON SOUTHEASTERLY LINE OF THE PARCEL CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED SEPTEMBER 17, 1959 AS INSTRUMENT NO. 79572 IN BOOK 2546, PAGE 65;

THENCE SOUTH 48°21'45" WEST ALONG SAID SOUTHEASTERLY LINE, 24.04 FEET;

THENCE NORTH 44°44'47" WEST, 0.30 FEET;

THENCE NORTH 43°00'43" WEST, 53.54 FEET;

THENCE NORTH 45°21'32" WEST, 33.17 FEET;

THENCE NORTH 37°25'14" WEST, 77.49 FEET;


THENCE NORTH 67°17'53" WEST, 17.52 FEET TO A POINT ON A NON-TANGENT 1500.00 FOOT RADIUS CURVE CONCAVE EASTERLY TO WHICH A RADIAL LINE BEARS NORTH 68°33'34" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE 24.01 FEET THROUGH A CENTRAL ANGLE OF 00°55'01" TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 67°38'40" WEST, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THE AREA OF THIS PARCEL CONTAINS 4,506 SQUARE FEET (0.10 ACRES) MORE OR LESS.

SEE ATTACHED ACCESS EASEMENT EXHIBIT HERewith AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DOCUMENT WAS PREPARED UNDER SUPERVISION OF:


DENNIS C. FARNSWORTH
RCE: 31653 EXP. 12/31/20


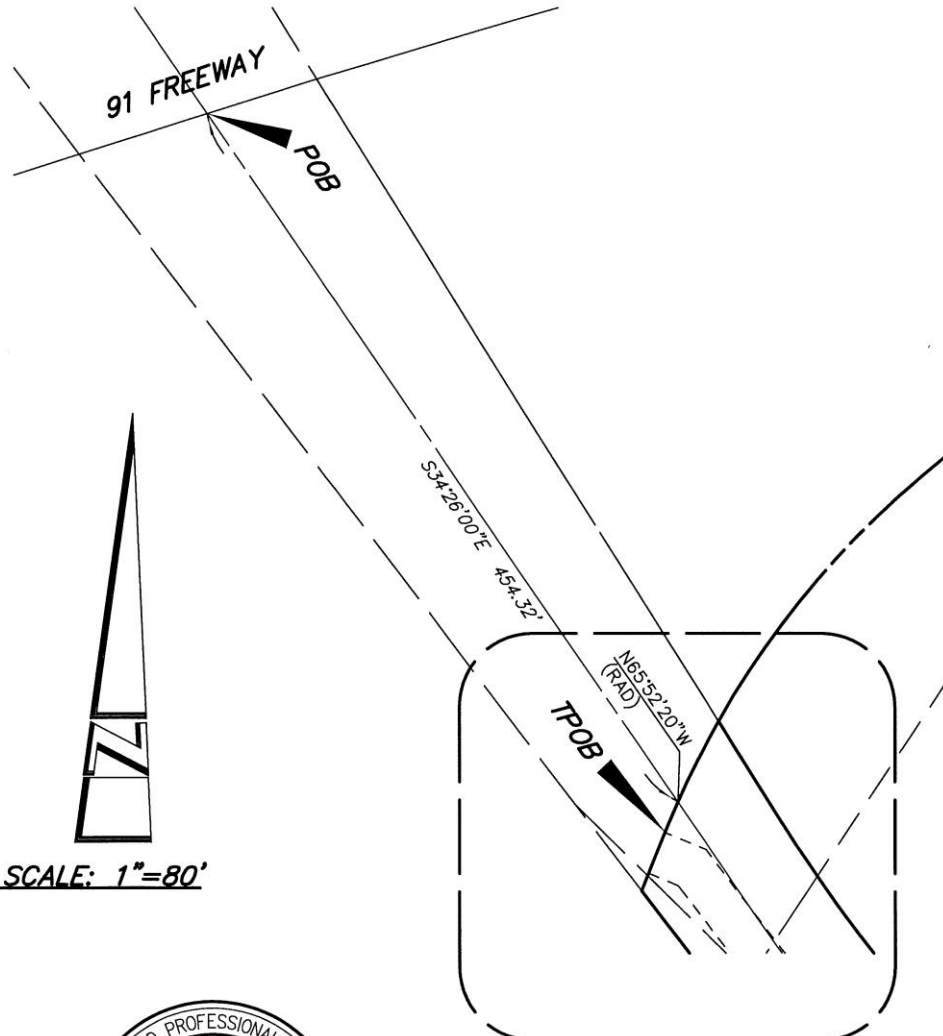

DATE



EXHIBIT "B"



SCALE: 1"=80'



SEE DETAIL ON SHEET 2

LAND DEVELOPMENT DESIGN COMPANY		2313 E. Philadelphia St., Ste. F ONTARIO, CA 91761 (909) 930-1466 FAX (909) 930-1468		
		PLANNING • CIVIL • SURVEYING		
DATE:	SCALE:	SHEET:	JOB NO.	ACCESS EASEMENT
6/10/20	1"=80'	1 OF 2	5878	EXHIBIT

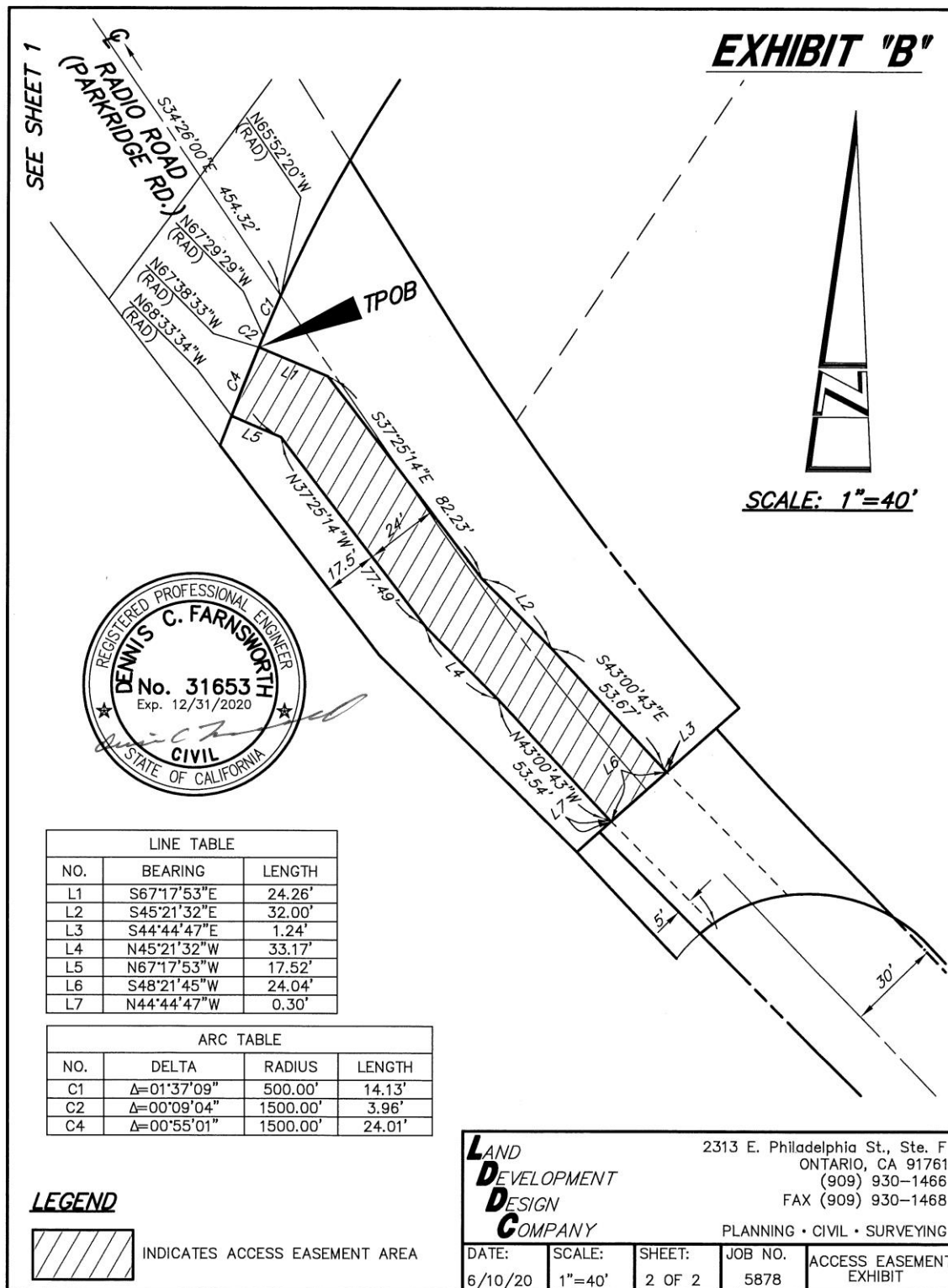


EXHIBIT “C”

LEGAL DESCRIPTION AND DEPICTION OF BENEFITTED PARCEL

[SEE ATTACHED TWO (2) PAGES]

EXHIBIT "C"
LEGAL DESCRIPTION

THAT PORTION OF DETAIL # 4 AS SHOWN ON THE MAP OF RELINQUISHMENT RECORDED MAY 20, 1960 IN BOOK 2, PAGE 170 OF STATE HIGHWAY MAPS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL 1 OF RECORD OF SURVEY RECORDED IN BOOK 52, PAGE 68, OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 33°43'13" WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1, ALSO BEING THE NORTHWESTERLY LINE OF THAT PARCEL PER DEED RECORDED APRIL 29, 1964 AS INSTRUMENT NO. 52724, OFFICIAL RECORDS OF SAID COUNTY, 272.21 FEET TO A POINT ON A 960 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY TO WHICH A RADIAL LINE BEARS SOUTH 55°23'20" WEST, SAID POINT BEING THE MOST EASTERLY CORNER OF THAT PARCEL CONVEYED TO THE STATE OF CALIFORNIA PER DEED RECORDED SEPTEMBER 17, 1959 IN BOOK 2546, PAGE 45 AS INSTRUMENT NO. 79569, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTHWESTERLY ALONG SAID CURVE 42.14 FEET THROUGH A CENTRAL ANGLE OF 02°30'54" SAID CURVE BEING THE NORTHEASTERLY LINE OF SAID PARCEL CONVEYED TO THE STATE;

THENCE NORTH 32°05'46" WEST ALONG SAID NORTHEASTERLY LINE, 58.04 FEET TO A POINT ON A NON-TANGENT 500 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY TO WHICH A RADIAL LINE BEARS NORTH 60°14'08" WEST, SAID POINT BEING ON SAID NORTHEASTERLY LINE OF SAID PARCEL CONVEYED TO THE STATE OF CALIFORNIA; SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTHWESTERLY ALONG SAID 500 FOOT CURVE 63.32 FEET THROUGH A CENTRAL ANGLE OF 7°15'21" TO A POINT OF COMPOUND CURVATURE ON A 1,500 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY TO WHICH A RADIAL LINE BEARS NORTH 67°29'29" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE 38.19 FEET THROUGH A CENTRAL ANGLE OF 1°27'31" TO WHICH A RADIAL LINE BEARS NORTH 68°57'00" WEST, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF THAT PARCEL CONVEYED TO THE STATE OF CALIFORNIA PER DEED RECORDED FEBRUARY 10, 1959 IN BOOK 2411, PAGE 566, OFFICIAL RECORDS OF SAID COUNTY;

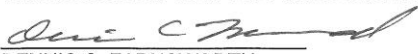
THENCE NORTH 37°24'47" WEST ALONG SAID SOUTHWESTERLY LINE, 505.19 FEET TO THE SOUTHERLY RIGHT-WAY LINE OF STATE ROUTE 91 FREEWAY AS SHOWN ON SAID MAP OF RELINQUISHMENT;

THENCE NORTH 72°32'23" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 135.92 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE RELINQUISHED PARCEL;

THENCE SOUTH 32°05'46" EAST ALONG SAID NORTHEASTERLY LINE, 470.83 FEET TO THE **TRUE POINT OF BEGINNING**;

SEE ATTACHED ACCESS EASEMENT EXHIBIT HERewith AND BY REFERENCE MADE A PART HEREOF;

THIS DOCUMENT WAS PREPARED UNDER SUPERVISION OF:


DENNIS C. FARNSWORTH
RCE: 31653 EXP. 12/31/2020

6/10/2020
DATE

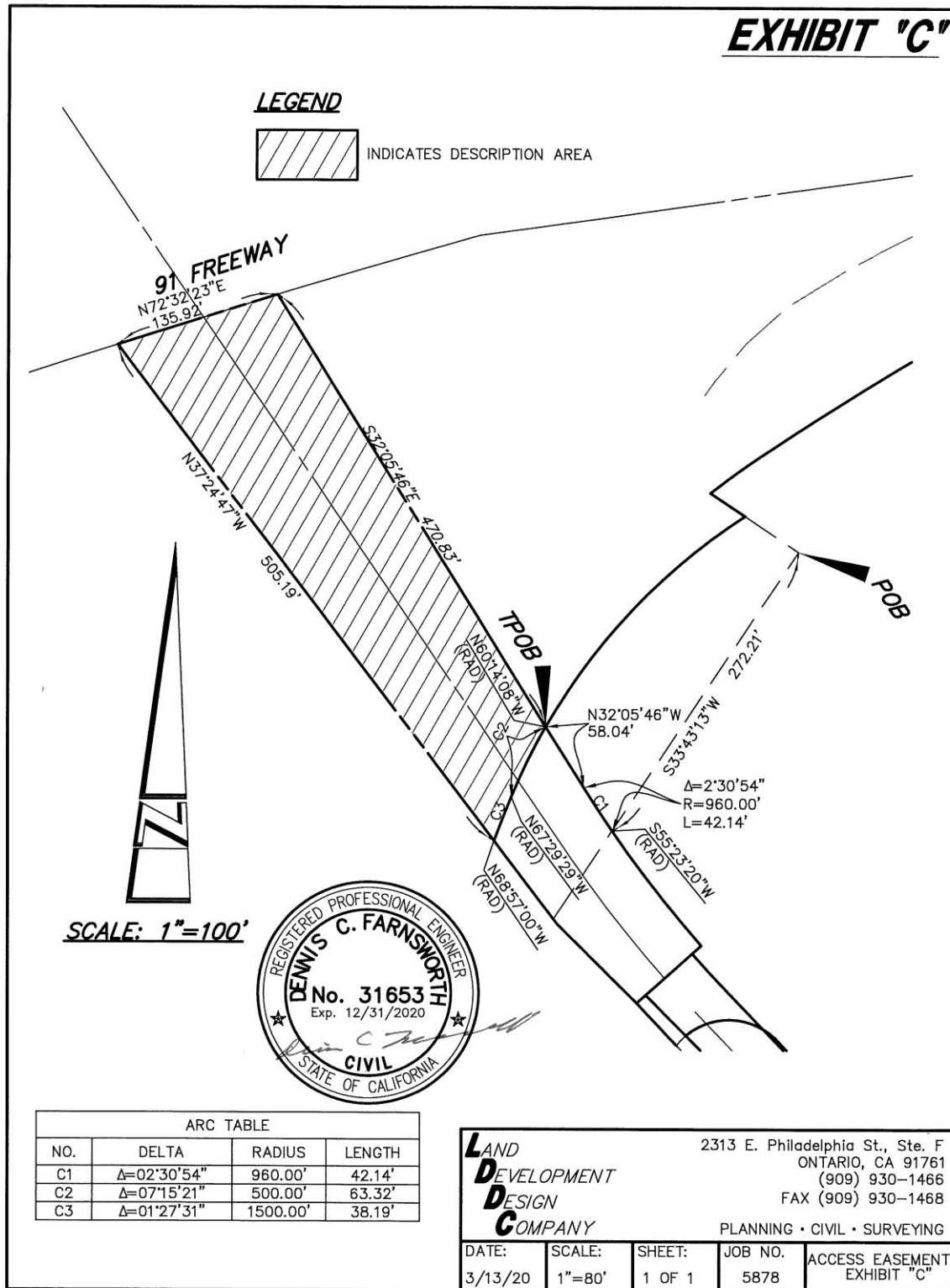


EXHIBIT 'C'

LEGEND



INDICATES DESCRIPTION AREA





Agenda Report

File #: 20-0623

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 07/15/2020

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

Public Hearing for City Council consideration of Resolutions of Necessity, declaring the necessity of acquisition, by eminent domain, of a fee interest, as well as improvements thereon, permanent roadway easements, and temporary construction easements interests in certain real property identified as Assessor Parcel No.'s (APN's) 172-420-001, 115-290-034 and 115-290-035, located on North McKinley Street, and on Sampson Avenue, south of the State Route 91 (SR-91) eastbound on-ramp for the McKinley Street Grade Separation Project.

RECOMMENDED ACTION:

That the City Council:

- a. Conduct a public hearing to consider the adoption of three Resolutions of Necessity, including providing all parties interested in the affected property and their attorneys, or their representatives, an opportunity to be heard on the issues relevant to each Resolution of Necessity.
- b. Make the following findings as hereinafter described in this report:
 - i. The public interest and necessity require the proposed project;
 - ii. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
 - iii. The real property to be acquired is necessary for the project, and;
 - iv. The offers of just compensation have been made to the property owners.
- c. Adopt Resolutions 2020-096, 2020-097, and 2020-098, each Resolution of Necessity declaring that the acquisition of fee, permanent non-exclusive ingress and egress easement, permanent street easement, and temporary construction easements in certain real property identified as APN's 172-420-001, 115-290-034, and 115-290-035, located on North McKinley Street, and on

Sampson Avenue, south of the SR-91 eastbound on-ramp for the McKinley Street Grade Separation Project.

ANALYSIS:

BACKGROUND:

The City will construct a new four-lane overhead grade separation at the McKinley Street/BNSF Railway double tracks, north of the intersection with Sampson Avenue, in the City of Corona, in Riverside County, California ("the Project"). The north/south limits of improvement and required property generally extend along McKinley Street, which is consistent with the City's zoning of Support Commercial and Limited Commercial industrial land uses.

The acquisition of property interests in APN's 172-420-001, 115-290-034, and 115-290-035, is necessary for the construction of the Project. Specifically, the City must acquire fee interests, permanent roadway easements, and temporary construction easement ("TCE") interests necessary to support the construction, operation, and long-term maintenance of roadway, temporary loss of access to McKinley Street during construction, and temporary/permanent loss of parking stalls due to construction of the Project, as well as real property improvements within the limits of acquisition. Additionally, the City will acquire a permanent ingress and egress easement to replace ingress and egress which will be lost due to the construction of the Loop Road. These interests are further identified as shown on the exhibits attached to the Resolution of Necessity submitted herewith (the "Subject Properties").

Following standard public records and due diligence searches for ownership information, a notice of this public hearing was mailed to the property owners on June 29, 2020 by first class mail in accordance with Section 1245.235 of the California Code of Civil Procedure. The Subject Properties are owned by: Royal Ridge Investment, Inc.; Goodell Properties, LLC; and SJRK Investments, LLC ("Royal Ridge;" "Goodell;" and "Quickie's Car Wash/SJRK"); namely APN's 172-420-001, 115-290-034, and 115-290-035. Notice was also given to the tenants operating the Carl's Jr. restaurant located on the Subject Properties.

DESCRIPTION OF PROPERTY TO BE ACQUIRED:

The parcels affected by the proposed acquisitions are all located south of the SR-91 eastbound on-ramp. The Subject Properties are located at 175 North McKinley, 2199 Sampson Avenue, and 2197 Sampson Avenue, just south of the SR- 91 eastbound on-ramp. The Shell (175 N. McKinley) is located on the east side of McKinley Street, immediately south of the SR- 91 eastbound on-ramp and owned by Royal Ridge. Carl's Jr. (2199 Sampson Avenue) is located just north of Sampson Avenue on the west side of McKinley and is owned by Goodell. Quickie's Car Wash (2197 Sampson Avenue) is located on the west side of McKinley Street at Sampson Avenue and is owned by Quickie's Car Wash/SJRK. All of which are consistent with the City's zoning of Support Commercial/Limited Commercial - Industrial land uses. The affected parcels are within the City limits. The Project has not yet started but is expected to be started by April 1, 2021 and completed by June 30, 2023.

HEARINGS AND REQUIRED FINDINGS:

The recommended actions of the City Council pertain to the Subject Properties owned by: Royal Ridge; Goodell; and Quickie's Car Wash/SJRK; namely APN's 172-420-001, 115-290-034, and 115-

290-035.

California eminent domain law provides that a public entity may not commence eminent domain proceedings until its governing body has adopted a Resolution of Necessity, which resolution may only be adopted after the governing body has given each party with an interest in the affected property, or their representatives, a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity require the proposed project.
2. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The real property to be acquired is necessary for the project.
4. The offer of just compensation has been made to the property owner.

The above four required findings are addressed as follows:

1. The Public Interest and Necessity Require the Proposed Project

McKinley Street is one of the principal north/south arterials within the City. It connects the south side of the City with SR-91. The at-grade conflict with the BNSF railroad has significantly impacted traffic circulation in the area. There are approximately 68 trains traversing this intersection on a daily basis, resulting in the crossing gates being down for over 100 minutes per day. Vehicles idling at the grade crossing when gates are down emit pollutants. Train frequency and length will continue to grow. Future projections (Year 2035) expect that train volumes will increase to approximately 137 trains per day, increasing gate-down time to over four hours per day. Nine incidents at this grade crossing have been recorded with the Federal Railroad Administration, including five fatalities.

The Project will require the construction of a grade separation structure, retiring the existing at-grade crossing, and providing a signalized intersection at the proposed relocated junction of McKinley Street and Sampson Avenue. The Project will:

1. Improve safety by separating vehicles, pedestrians, and cyclists from trains at the railroad crossing;
2. Provide unhindered access for emergency vehicles;
3. Reduce traffic congestion;
4. Reduce air and noise pollution;
5. Minimize impacts to adjacent property owners and the surrounding public to the maximum extent possible, both during and after construction of a grade separated intersection at the BNSF crossing; and
6. Reduce impacts to railroad operations.

In 2006 and again in 2008, the Riverside County Transportation Commission developed a grade separation priority funding strategy. The McKinley Street Grade Separation was ranked in the top tier priority group. A March 2012 update maintained McKinley in the top tier priority group. A 2017 companion study noted that this grade separation was the number one grade separation priority for

the City and again maintained the Project in the top tier priority group among all Riverside County grade separation projects.

2. The Project is Planned or Located in a Manner That Will be Most Compatible with the Greatest Public Good and the Least Private Injury

In September 2007, the City Council authorized a Project Study Report ("PSR"), which was finalized in 2011. The PSR considered several alternatives, including an overpass, an underpass, and the raising of the BNSF railroad tracks. Ultimately, a grade separation was determined to be the most practical approach to achieving the goals of the Project, from the standpoint of cost, displacement, operations, and maintenance. With respect to the northeast quadrant of the Project, the PSR considered various alternatives, including multiple alignments of the loop/connector road ("Loop Road") between Sampson Avenue and McKinley Street through Los Arcos Plaza.

The City's consultants at Biggs Cardosa presented several alternative alignments for the Loop Road, which were presented to the City Council on July 18, 2018. Biggs Cardosa prepared a Project Concept Report which was discussed at a November 2018 Study Session, resulting in a decision, at that time, to align the Loop Road through the Shell Gas Station and the strip mall in the middle of Los Arcos Plaza.

Based on concerns about estimated Project costs and other issues, in January 2019, the City Council formed the McKinley Grade Separation Peer Review Ad Hoc Committee. The purpose of the Ad Hoc Committee was to establish a McKinley Grade Separation Peer Review Team to take an independent look at the proposed project, including the financial, technical, and schedule feasibility of a "rail over road" alternative and the options thus far studied for the "road over rail" alternative, and to determine whether a reasonable range of feasible alternatives had been studied. The Peer Review Team prepared an Independent Review and Assessment Report dated March 14, 2019 ("Peer Report"), which was presented at the City Council Meeting on March 20, 2019 and responded to by Biggs Cardosa at a March 27, 2019 City Council Study Session.

One of the recommendations in the Peer Report was to conduct a Value Engineering Workshop, and a Value Engineering Team was then formed in an effort to reduce the overall project cost and impact. The Value Engineering Team discussions resulted in design changes that were presented to the City Council at its August 21, 2019 meeting. One of the substantial changes was the reduction of a six-lane facility to a four-lane facility, reducing overall impacts to the project footprint but still resulting in acquisition needs from the Subject Properties.

While working with Caltrans through the encroachment permit submittal/review process, an e-mail was issued by Caltrans on June 25, 2020 to the City and an inquiring property owner that Caltrans cannot allow a left turn lane from southbound North McKinley Street into the Shell Gas station to remain. The specific reasons cited included: due to the reconfiguration of the intersection of McKinley Street and the Eastbound SR-91 off-ramp, the new loop road will have a large volume of right-turning movements that creates a much more complex traffic pattern at this intersection, affecting the ability of motorists to safely make the left turn into the gas station. Through this, it was determined that leaving the existing left turn pocket in place will create unreasonable conflicts and

delays for motorists. The left turn pocket has been removed from all design alternatives.

Based on the design resulting from these many substantial efforts, acquisition of the Subject Properties that is the subject of this Resolution of Necessity hearing is necessary.

3. The Real Property to be Acquired is Necessary for the Proposed Project

(1) Royal Ridge

In order to accommodate the widening of McKinley, the grade separation structure, and a loop road through the northeast quadrant of the Project area that is necessary due to the separation of the McKinley/Sampson intersection, the City must acquire a fee simple interest that includes permanent loss of access rights for a portion of the property owned by Royal Ridge consistent with Caltrans requirements for access control, permanent street easement, and temporary construction easement that includes temporary loss of access for up to two weeks due to construction involved with the temporary construction easement, and real property improvements/fixtures and equipment within the limits of acquisition. The construction of the Project in the manner proposed results in the loss of access rights associated with an existing ingress and egress easement associated with the property owned by Royal Ridge. The City is in the process of acquiring a Permanent Easement for ingress/egress purposes through an adjacent property and has included an access easement as part of the offer package to replace ingress/egress rights that will be terminated due to the construction of the loop road. The interests the City must acquire within the property owned by Royal Ridge is described in Exhibit "A," attached to the Resolution of Necessity. City staff, working with City consultants, determined these property interests to be most suitable for the Project.

(2) Goodell

In order to accommodate the widening of McKinley, the grade separation structure, and the southbound slip ramp from McKinley to Sampson through the northwest quadrant of the Project area that is necessary due to the separation of the McKinley/Sampson intersection, the City must acquire a fee simple interest that includes permanent loss of access rights for a portion of the property owned by Goodell, consistent with Caltrans' requirements for access control, permanent roadway easement, temporary construction easement that includes temporary and permanent loss of parking due to the construction of the project and final geometric conditions, and real property improvements/fixtures and equipment within limits of acquisition. The interests the City must acquire from the property owned by Goodell is described in Exhibit "B," attached to the Resolution of Necessity. City staff, working with City consultants, determined these property interests to be most suitable for the Project.

(3) Quickie's Car Wash/SJRK

In order to accommodate the widening of McKinley, the grade separation structure, and the southbound slip ramp from McKinley to Sampson through the northwest quadrant of the Project area that is necessary due to the separation of the McKinley/Sampson intersection, the City must acquire a fee simple interest, a permanent roadway easement, temporary construction easement, and real

property improvements/fixtures and equipment within limits of acquisition. The interests the City must acquire within the property owned by Quickie's Car Wash/SJRK is described in Exhibit "C," attached to the Resolution of Necessity. City staff, working with City consultants, determined these property interests to be most suitable for the Project.

4. The Offer of Just Compensation Has Been Made

The City retained the services of Paragon Partners, Ltd. ("Paragon") in November, 2018 to perform Right-of-Way Appraisal and Acquisition Services for the Project; Valentine Appraisal & Associates ("Valentine") was sub-contracted to conduct appraisals for the Subject Properties. Appraisals were prepared by Valentine and Crockett to establish the fair market value of the property interests the City is seeking to acquire.

In March of this year, and based on the approved Valentine and Crockett appraisals, the City, in accordance with California Government Code Section 7267.2, made offers of just compensation to each of the record owners to purchase interests in the Subject Properties (i.e. the fee, permanent roadway easements, and temporary construction easement interests and real property improvements) and equipment as required by Section 7267.2 of the California Government Code.

Although a negotiated settlement may still be possible for the Subject Properties cited above, it would be appropriate to commence the procedures to acquire the Subject Properties through eminent domain, to ensure that the City has possession of the needed properties and other interests to begin construction of the Project and meet funding and certification deadlines for the Project.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The Project's current funding includes approximately \$91 million from State Senate Bill 132 distributed by Riverside County Transportation Commission, local Gas Tax measures, Transportation Development Act funds distributed by the State of California, and Measure A funds. All acquisition activities, including eminent domain, have been planned to be included within available project funds.

ENVIRONMENTAL ANALYSIS:

As a grade separation project, this Project is statutorily exempt under the California Environmental Quality Act.

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

REVIEWED BY: DEAN DERLETH, CITY ATTORNEY/LRM DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Resolution No. 2020-096 (Resolution of Necessity - APN 172-420-001)
2. Resolution No. 2020-097 (Resolution of Necessity - APN 115-290-034)
3. Resolution No. 2020-098 (Resolution of Necessity - APN 115-290-035)

RESOLUTION NO. 2020-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DECLARING THE NECESSITY OF ACQUISITION, BY EMINENT DOMAIN, OF A FEE INTEREST, AS WELL AS IMPROVEMENTS THEREON, PERMANENT ROADWAY EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS INTERESTS IN CERTAIN REAL PROPERTY IDENTIFIED AS ASSESSOR PARCEL NO. (APN) 172-420-001, LOCATED ON NORTH MCKINLEY STREET, AND ON SAMPSON AVENUE, SOUTH OF THE STATE ROUTE 91 (SR-91) EASTBOUND ON-RAMP FOR THE MCKINLEY STREET GRADE SEPARATION PROJECT.

WHEREAS, the City of Corona (the “City”) proposes to acquire fee and temporary construction easement interests in portions of certain real property, located in the City of Corona, California, more particularly described as Assessor Parcel No.172-420-001 for the construction and maintenance of the McKinley Street Grade Separation Project, in Corona, California, pursuant to the authority granted to it by section 37350 of the California Government Code; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a Public Hearing for Wednesday, July 15, 2020 at 6:30 p.m., at the Corona City Hall, located at 400 South Vicentia Avenue, Corona, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each affected property owner was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

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

SECTION 1. Compliance with California Code of Civil Procedure. There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

SECTION 2. Public Use. The public use for which the portions of fee and temporary construction easement interests are to be acquired is for the construction and

maintenance of the McKinley Street Grade Separation Project, located along McKinley Street, south of the State Route 91 eastbound on-ramp, in Corona, California. Section 37350.5 of the California Government Code authorizes the City to acquire by eminent domain property necessary for such purposes.

SECTION 3. Description of Property. Attached and marked as Exhibit “A” are the legal descriptions and plat maps of the real property to be acquired by the City, which describe the general location and extent of the property with sufficient detail for reasonable identification.

SECTION 4. Findings. The City hereby finds and determines each of the following:

- (a) The public interest and necessity require the proposed project;
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The property described in Exhibit “A” is necessary for the proposed project; and
- (d) The offer required by section 7267.2 of the California Government Code was made.

SECTION 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the herein described real property subject to such existing public uses pursuant to section 1240.510 of the California Code of Civil Procedure.

SECTION 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the City is authorized to acquire the herein described real property appropriated to such existing public uses pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the real property being acquired that it determines are reasonably necessary to mitigate any adverse impact upon the existing public use.

SECTION 7. Further Activities. Counsel for the City is hereby authorized to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action, or other proceedings or transaction required to acquire the subject real property.

SECTION 8. Effective Date. This Resolution shall take effect upon adoption.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2020.

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 15th day of July, 2020, 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 15th day of July, 2020.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT “A”

LEGAL DESCRIPTIONS AND PLAT MAPS

[SEE ATTACHED TWENTY-TWO (22) PAGES]
ATTACHMENT 1 - ROYAL RIDGE

**FEE SIMPLE AND ACCESS DENIAL INTERESTS
ATTACHMENT TO LEGAL DESCRIPTION
APN: 172-420-001
PARCEL ID: MSGS-01
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit “B1” is to be acquired as a fee simple interest and used for a public street and incidents and appurtenances thereto by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the “City”) in connection with the construction of the McKinley Grade Separation Project (“Project”). Additionally, acquisition will include the release and relinquishment of any and all abutter’s rights, including access rights, appurtenant to a portion of the adjoining real property in and to the proposed public street. The right acquired is depicted in Exhibit “B2.”

EXHIBIT B1
LEGAL DESCRIPTION
FEE INTEREST

That portion of Parcel 1, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'21" West 456.15 feet;

THENCE, perpendicular, North 56°23'39" East 50 feet to a point on the Easterly Line of McKinley Street and the **TRUE POINT OF BEGINNING**;

THENCE North 56°23'39" East, 12.07 feet to the beginning of a non-tangent curve concave Northeasterly, whose radius point bears North 25°50'53" East;

THENCE Northwesterly along said curve having a radius of 57.50 feet, through a central angle of 12°03'38", for an arc length of 12.10 feet;

THENCE North 33°30'06" West, 46.94 feet;

THENCE South 56°29'54" West, 1.00 feet;

THENCE North 56°42'01" West, 7.62 feet;

THENCE North 33°30'06" West, 112.22 feet to the beginning of a non-tangent curve concave easterly, whose radius point bears South 77°07'14" East;


THENCE Southerly along said curve having a radius of 75.00 feet, through a central angle of 03°39'06", for an arc length of 4.78 feet;

THENCE South 33°36'21" East, 173.76 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.019 square acres, more or less.

These conveyances are made for the purpose of a freeway and adjacent frontage road and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights appurtenant to grantor's remaining property in and to the frontage road over and across 116.88 feet of the northeasterly line of said fee interest parcel, measured along said northeasterly line across courses '(L3)', '(L4)', '(L5)' and '(L7)' described above, together with curve "C1" on Exhibit B2.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B2.

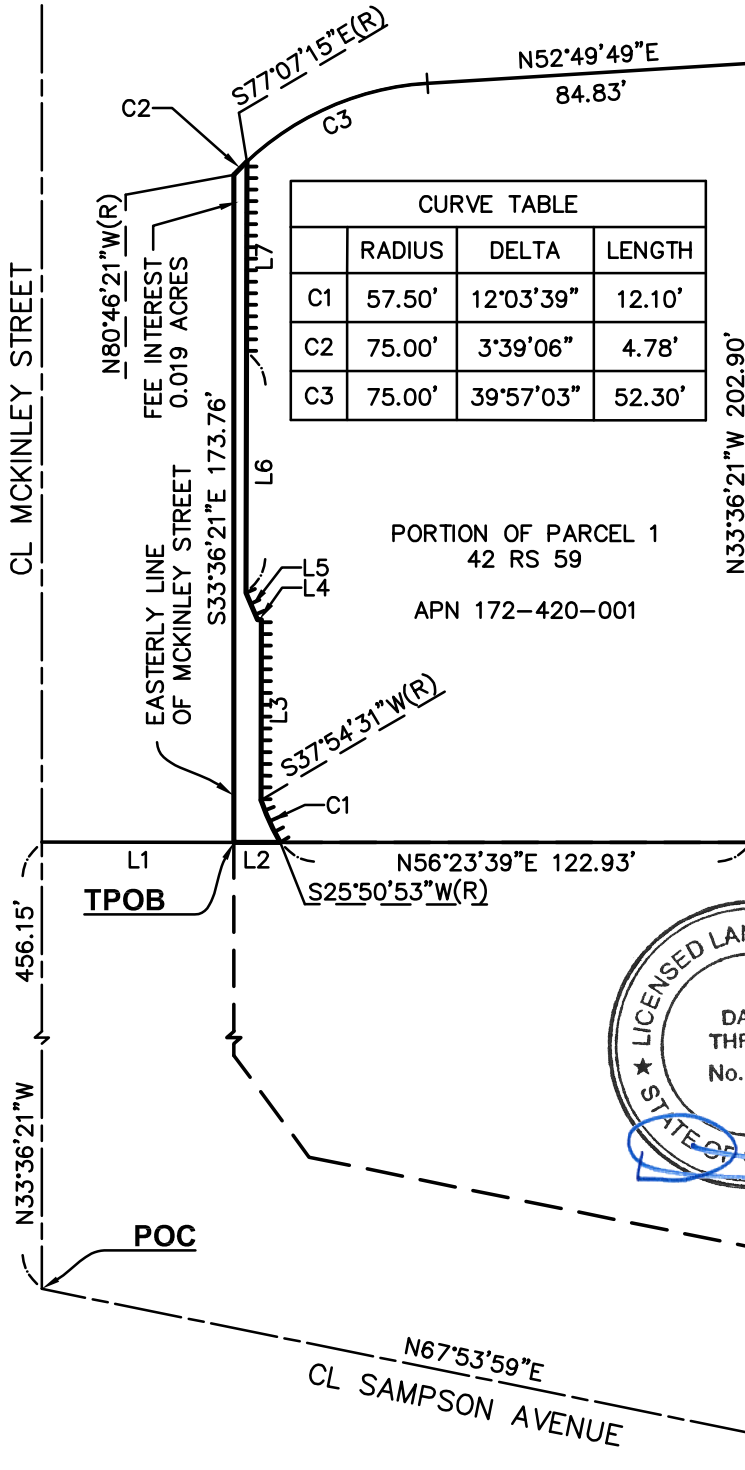


Davis Thresh, P.L.S. No. 6868

2/07/2020
Dated



EXHIBIT B2
FEE INTEREST

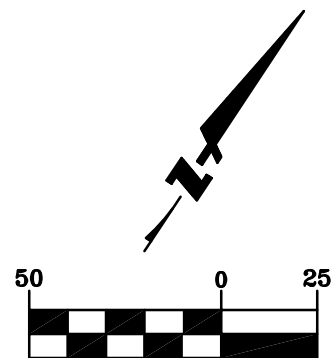


LEGEND

- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- = LIMITS OF DESCRIPTION
- ▤ = PROPOSED ACCESS DENIAL
- = EXISTING PARCEL BOUNDARY
- - - = ADJACENT PARCEL BOUNDARY
- - - = CENTERLINE OF ROAD

PORTION OF PARCELS 1, 2 AND 3
42 RS 59
172-420-002

LINE TABLE		
	DIRECTION	LENGTH
L1	N56°23'39"E	50.00'
L2	N56°23'39"E	12.07'
L3	N33°30'06"W	46.94'
L4	S56°29'54"W	1.00'
L5	N56°42'01"W	7.62'
L6	N33°30'06"W	63.00'
L7	N33°30'06"W	49.22'



(SCALE IN FEET)

CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject FEE INTEREST
APN 172-420-001
Job No. 20180990
By NP Date 2/07/2020 Chkd. DT
SHEET 1 OF 1

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 172-420-001
PARCEL ID: MSGS-01
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit “C1” is to be used for temporary construction purposes by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the “City”) in connection with the construction of the McKinley Grade Separation Project (“Project”). The right of usage acquired for the non-exclusive temporary construction easement parcel described in Exhibit “C1” and depicted in Exhibit “D2” (“TCE”) shall be for a period of twenty-four (24) consecutive months. However, the actual physical construction activities within the TCE area shall be limited to a period of two (2) nonconsecutive months within the twenty-four (24) month TCE period (the “Construction Period”). During the Construction Period, the City’s use and occupancy of the TCE will remain non-exclusive.

The City expressly reserves the right to convey, transfer or assign the TCE subject to the same rights and limitations described herein.

Work Description / Easement Provisions:

- The City shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- The City’s work activities shall include:
 - Removal of asphalt, concrete curbs, landscaping, and other features as required for the Project.
 - Construct sidewalks, curbs, gutters, retaining walls for a new connector road from Sampson Avenue to McKinley Street.
 - Install sleeves as necessary for irrigation/lighting conduit connecting landscape areas adjacent to McKinley Street to be reconstructed by the City as part of project.
 - Re-grading of the drive isle area adjacent to gasoline pumps along McKinley Street.
 - Construct drainage improvements including storm drain pipes, inlets, and grates necessary to drain drive isle area adjacent to gasoline pumps along McKinley Street.
 - Removal of monument/overhead signs/landscaping in the event the property owner does not perform removals as included within compensation.
- The City will compensate the property owner for the following activities:
 - Replacement landscaping as damaged by the project.
 - Monument/Overhead signs.
- The property will have limited access for up to one (1) month (“Restricted Access Period”) of the Construction Period. Due to the construction efforts involved in the construction of a new connector road, the property will be inaccessible for up to a maximum of two (2) consecutive weeks, including weekends (“Closed Access Period”) of the Restricted Access

Period from either the new connector road or McKinley Street. TCE areas will be fenced off and inaccessible to the property owner during the Closed Access Period. Access, including vehicular access to the fuel pumps/car wash/convenience store and a path of travel for fuel delivery trucks to the property will be limited to right in ingress from the new connector road and right out egress to McKinley Street for the remaining duration of the Restricted Access Period.

- All existing canopies, gas pump equipment, underground fuel tanks, concrete aprons surrounding fuel tank access manholes, and the parking lot light located in the southeast corner of the property, all located within the limits of the TCE shall be protected in place by the City.
- Prior to construction / removal activities, the City shall examine existing irrigation and install as necessary temporary irrigation facilities, including but not limited to sprinklers, piping, and control valves, to maintain existing pattern and zones outside of construction area.
- The City shall maintain all existing drainage patterns during construction, including installation of temporary drainage facilities as necessary, such that drainage is not impeded on property or right of way.
- Reasonable pedestrian and vehicular access to the property shall be maintained.
- Improvements within the TCE area will be removed as needed by the City to allow for construction activities. Any improvements so removed will either be replaced in kind or included in the compensation paid by the City.
- Prior to the termination of the Construction Period, the City will remove from the TCE area all construction equipment including any temporary fence, temporary improvements, and all construction related debris.

EXHIBIT C1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

That portion of Parcel 1, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'21" West 456.15 feet;

THENCE perpendicular North 56°23'39" East 50 feet to a point on the Easterly Line of McKinley Street;

THENCE North 56°23'39" East, 12.07 feet to the beginning of a non-tangent curve concave Northeasterly, whose radius point bears North 25°50'53" East, and the **TRUE POINT OF BEGINNING "A"**;

THENCE Northwesterly along said curve having a radius of 57.50 feet, through a central angle of 12°03'38", for an arc length of 12.10 feet;

THENCE North 33°30'06" West, 46.94 feet;

THENCE South 56°29'54" West, 1.00 feet;

THENCE North 56°42'01" West, 7.62 feet;

THENCE North 33°30'06" West, 112.22 feet to the beginning of a non-tangent curve concave Southeasterly, whose radius point bears South 77°07'14" East;

THENCE Northeasterly along said curve having a radius of 75.00 feet, through a central angle of 32°07'41", for an arc length of 42.06 feet;

THENCE South 37°26'17" East, 40.93 feet;

THENCE North 53°12'10" East, 4.37 feet;

THENCE South 33°13'43" East, 54.89 feet;

THENCE South 56°01'42" West, 7.96 feet;

THENCE South 33°37'42" East, 35.26 feet;

THENCE North 57°20'32" East, 8.22 feet;

THENCE South 33°33'09" East, 65.37 feet to a point hereafter known as "**POINT A**";

THENCE South 56°23'39" West, 35.06 feet to the **TRUE POINT OF BEGINNING "A"**.

Containing 0.174 square acres, more or less.

TOGETHER WITH;

That portion of Parcel 1, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the previously mentioned "**POINT A**";

EXHIBIT C1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
(Continued)

THENCE North 56°23'39" East, 29.85 feet to the **TRUE POINT OF BEGINNING "B"**;

Thence North 33°43'22" West, 17.67 feet;

Thence North 56°56'17" East, 58.06 feet;

Thence South 33°36'21" East, 17.12 feet;

Thence South 56°23'39" West, 58.02 feet to the **TRUE POINT OF BEGINNING "B"**.

Containing 0.023 square acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit C2.



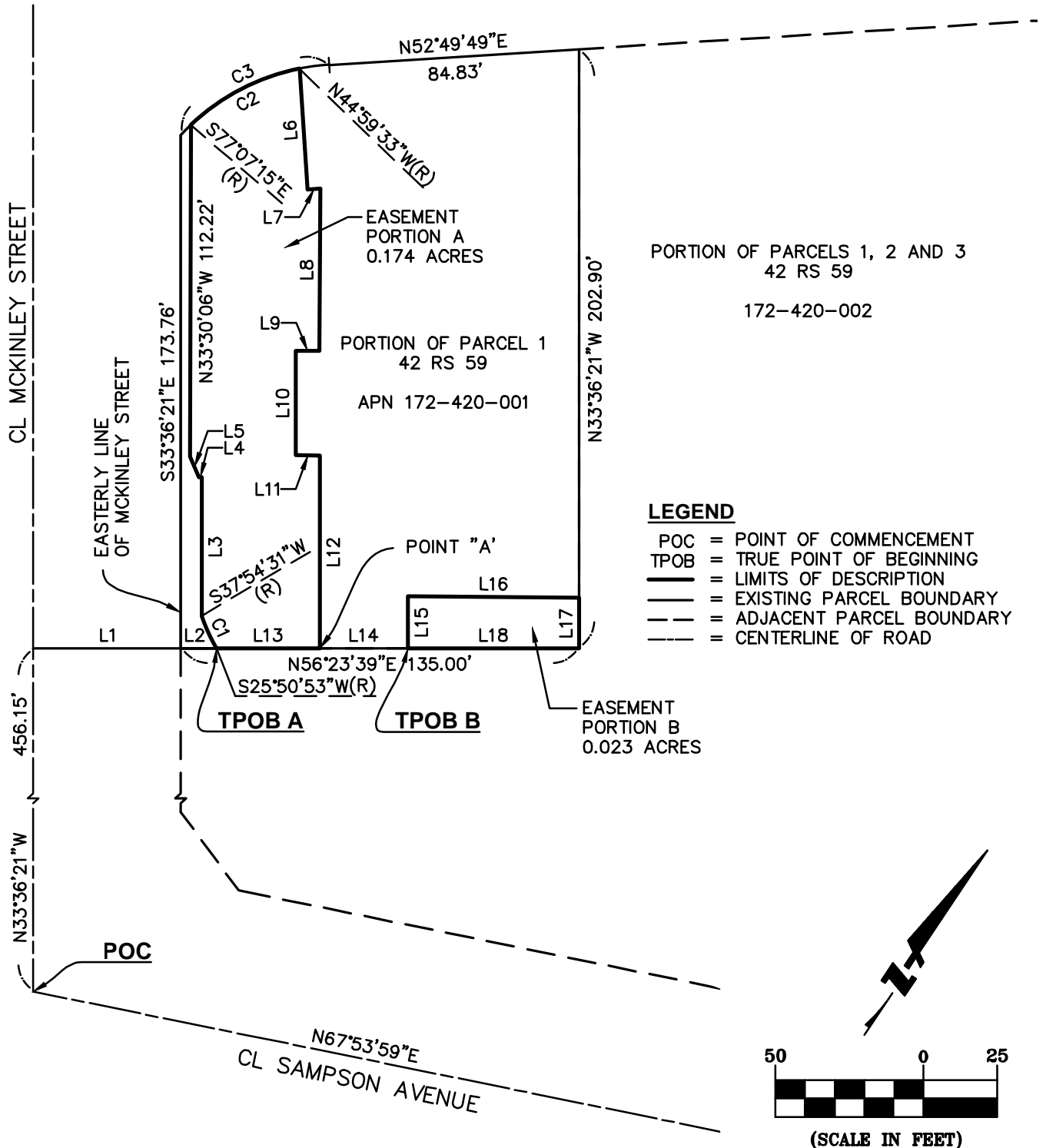
Davis Thresh, P.L.S. No. 6868

2/07/2020

Dated

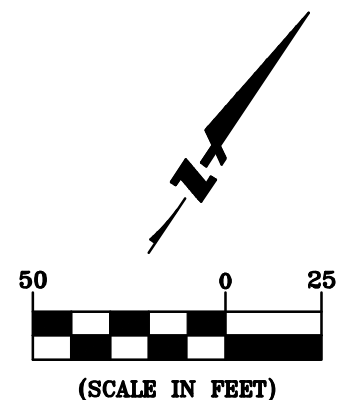


EXHIBIT C2 **TEMPORARY CONSTRUCTION EASEMENT**



LEGEND

- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- = LIMITS OF DESCRIPTION
- = EXISTING PARCEL BOUNDARY
- = ADJACENT PARCEL BOUNDARY
- = CENTERLINE OF ROAD



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION – REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject TEMPORARY CONSTRUCTION
EASEMENT – APN 172-420-001
Job No. 20180990
By NP Date 2/07/2020 Chkd. DT
SHEET 1 OF 2

EXHIBIT C2

TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
	DIRECTION	LENGTH
L1	N56°23'39"E	50.00'
L2	N56°23'39"E	12.07'
L3	N33°30'06"W	46.94'
L4	S56°29'54"W	1.00'
L5	N56°42'01"W	7.62'
L6	S37°26'17"E	40.93'
L7	N53°12'10"E	4.37'
L8	S33°13'43"E	54.89'
L9	S56°01'42"W	7.96'
L10	S33°37'42"E	35.26'
L11	N57°20'32"E	8.22'
L12	S33°33'09"E	65.37'

LINE TABLE		
	DIRECTION	LENGTH
L13	S56°23'39"W	35.06'
L14	N56°23'39"E	29.85'
L15	N33°43'22"W	17.67'
L16	N56°56'17"E	58.06'
L17	S33°36'21"E	17.12'
L18	S56°23'39"W	58.02'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	57.50'	12°03'39"	12.10'
C2	75.00'	32°07'41"	42.06'
C3	75.00'	32°07'41"	42.06'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION – REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject TEMPORARY CONSTRUCTION
EASEMENT – APN 172-420-001
Job No. 20180990
By NP Date 2/07/2020 Chkd. DT
SHEET 2 OF 2

**PERMANENT INGRESS/EGRESS EASEMENT INTERESTS
ATTACHMENT TO LEGAL DESCRIPTION
APN'S: 172-420-001
PARCEL ID'S: MSGS-01
COMMERCIAL PROPERTY**

The construction of the McKinley Grade Separation Project ("Project") severs existing ingress/egress/access rights associated with the perpetual easement over and across the real property described as Parcel 2 in the Corporation Grant Deed from Harker Development Corporation, a California corporation, to Shell Oil Company, a Delaware corporation, recorded June 8, 1965 as Instrument Number 66080 in the office of the Riverside County Recorder, State of California. The existing perpetual easement as described in said Parcel 2 provides legal access from McKinley Street to the property owner of the real property as described as Parcel 1 in said Instrument Number 66080. The City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the Project is acquiring from the adjacent property owner a non-exclusive permanent easement for ingress, egress, and access purposes ("Easement"), over, above, on, within, across, along, about and through the land described in Exhibit "D-1" and depicted in Exhibit "D-2", in each case, incorporated herein by reference ("Easement Area").

Within the Easement Area, rights acquired shall include ingress, egress, and access (collectively, "Ingress/Egress Rights") to the real property as described in the legal description attached hereto as Exhibit "D-3" and depicted or illustrated on the map or drawing attached hereto as Exhibit "D-4" and, in each case, incorporated herein by reference ("Ingress/Egress Property"). Ingress/Egress Rights shall include all vehicular and pedestrian ingress, egress, and access necessary for the operation of a gas station, including, but not limited to:

- 1) Vehicular access for customers and employees;
- 2) Trucks and delivery vans from vendors, suppliers, and maintenance/repair contractors; and
- 3) Fuel tanker delivery semi-truck and trailers to supply gasoline and other fuel.

The right of way limits for a future roadway facility to be built as part of the Project is described in Exhibit "D-5" and depicted or illustrated on the map or drawing attached hereto as Exhibit "D-6" and, in each case, incorporated herein by reference ("Connector Road").

Upon conveyance of title for this Easement, the City will offer said Easement to the property owner of the Ingress/Egress Property to replace access rights as created in Instrument Number 66080 terminated due to construction of the project. The final terms and conditions of the Easement are subject to final rights acquired from property owner of Easement Area.

Easement Provisions:

- This Easement shall be subject to only use of access through, across, over, along and on all legal driveways and points of access from the Connector Road to be built with the Project and any future development, construction, building, installation, location, placement, and repairs to the Connector Road by the City and property owners, both current and heirs, successors and assigns, of the Easement Area and Ingress/Egress Property.

- Not including depreciation caused through normal use of the Easement, the beneficiary of the Easement shall perform all remedies and curative measures, repairing said improvements to existing conditions or better within the Easement Area in a reasonable time frame at their expense should they or their employees, agents, and representatives cause damage due to gross negligence or willful misconduct. Said remedies and curative measures shall be performed by the beneficiary of the Easement following all current laws, including securing permits and approvals from appropriate jurisdiction agencies.
- The property owner, including its heirs, successors and assigns, of the Easement Area shall maintain a perpetual 24-foot-wide paved access area to the Ingress/Egress Property from the Connector Road. This paved area shall be free and clear of obstructions.
- The property owner of the Easement Area, including its employees, agents, representatives, contractors, successors and assigns, shall not use this Easement in any manner that would impede, obstruct, or restrict the property owner of the Ingress/Egress Property as defined herein, including without limitation, landscaping of the type that would prohibit or restrict reasonable pedestrian and vehicular access.
- This Easement and the rights and obligations therein shall run with the land and accrue to the benefit of and be binding upon and/or inure to the benefit of the property owners, both current and heirs, successors and assigns, of the Easement Area and Ingress/Egress Property.

**EXHIBIT D1
LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF PARCELS 1, 2 AND 3, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF ALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 171.61 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 56° 23' 39" WEST AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 275.43 FEET TO A POINT 5.50 FEET EASTERLY MEASURED AT RIGHT ANGLE TO THE WESTERLY LINE OF SAID PARCEL 3; THENCE SOUTH 33° 36' 21" EAST AND PARALLEL WITH THE CENTERLINE OF MCKINLEY STREET, A DISTANCE OF 256.89 FEET; THENCE SOUTH 67° 53' 59" WEST AND PARALLEL WITH THE CENTERLINE OF SAMPSON AVENUE, A DISTANCE OF 5.61 FEET; THENCE SOUTH 33° 36' 21" EAST, A DISTANCE OF 11.23 FEET TO A POINT ON THE NORTHERLY LINE OF SAMPSON AVENUE, SAID NORTHERLY LINE BEING 47.50 FEET NORTHERLY AND PARALLEL TO THE CENTERLINE OF SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 92.84 FEET; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE CENTERLINE OF MCKINLEY STREET, A DISTANCE OF 234.76 FEET; THENCE SOUTH 56° 23' 39" WEST AND PARALLEL WITH THE NORTHERLY LINE OF PARCEL 2 OF SAID RECORD OF SURVEY, A DISTANCE OF 183.00 FEET TO A POINT ON THE EASTERLY LINE OF MCKINLEY STREET, SAID EASTERLY LINE BEING 50.00 FEET EASTERLY AND PARALLEL TO THE CENTERLINE OF MCKINLEY STREET; THENCE NORTH 33° 36' 21" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 220.34 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO EQUILON ENTERPRISES, LLC BY DEED RECORDED AUGUST 5, 1998 AS INSTRUMENT NO. 325460 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 56° 23' 39" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL CONVEYED TO EQUILON ENTERPRISES, LLC, A DISTANCE OF 135.00 FEET; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE CENTERLINE OF MCKINLEY STREET, ALONG THE EASTERLY LINE OF SAID PARCEL CONVEYED TO EQUILON ENTERPRISES, LLC, A DISTANCE OF 202.86 FEET TO A POINT ON THE SOUTHERLY LINE OF STATE HIGHWAY 91; THENCE NORTH 52° 49' 49" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 203.82 FEET; THENCE NORTH 59° 26' 29" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 216.58 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 1 OF SAID RECORD OF SURVEY; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 410.64 FEET TO THE **POINT OF BEGINNING**.

PARCEL B:

THAT PORTION OF PARCEL 3, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, AS DISTANCE OF 171.61 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 324.22 FEET TO A POINT ON THE NORTH LINE OF SAMPSON

EXHIBIT D1
LEGAL DESCRIPTION
(Continued)

AVENUE, SAID NORTHERLY LINE BEING 47.50 FEET NORTHERLY AND PARALLEL TO THE CENTERLINE OF SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, ALONG SAID NORTHERLY LINE A DISTANCE OF 275.85 FEET; THENCE NORTH 22° 06' 01" WEST, A DISTANCE OF 11.00 FEET; THENCE SOUTH 67° 53' 59", A DISTANCE OF 7.63 FEET TO A POINT ON A LINE 5.50 FEET EASTERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 3; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 256.89 FEET; THENCE NORTH 56° 23' 39" EAST AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 275.43 FEET TO THE **POINT OF BEGINNING**.

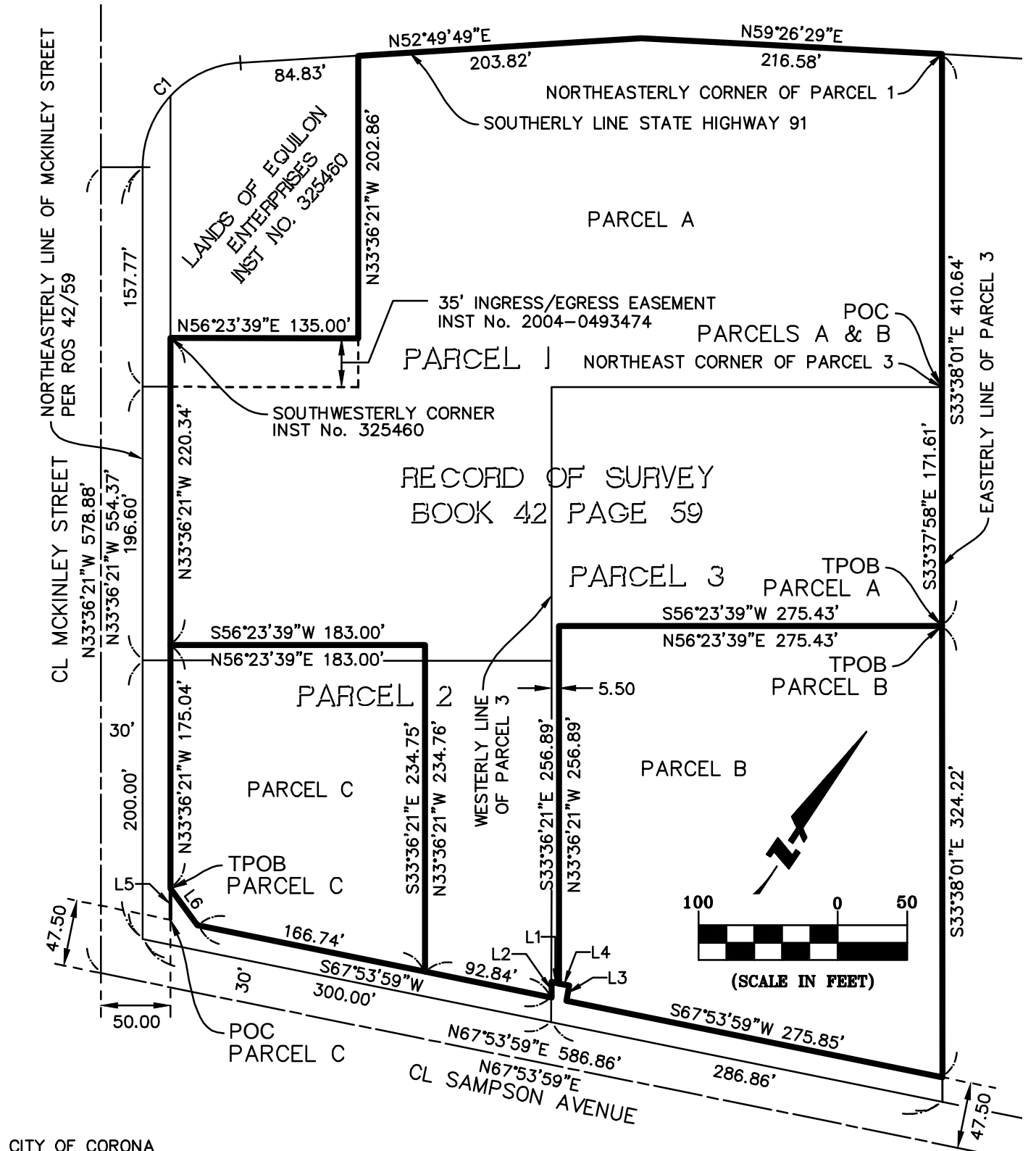
PARCEL C:

THAT PORTION OF PARCELS 1 AND 2 OF A RECORD OF SURVEY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE PARALLEL TO AND 50.00 FEET NORTHEASTERLY OF THE CENTERLINE OF MCKINLEY STREET WITH A LINE PARALLEL TO AND 47.50 FEET NORTHWESTERLY OF THE CENTERLINE OF SAMPSON AVENUE, AS SAID STREETS ARE SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH 33° 36' 21" WEST, PARALLEL TO SAID CENTERLINE OF MCKINLEY STREET 22.45 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 33° 36' 21" WEST, 175.04 FEET; THENCE AT RIGHT ANGLES NORTH 56° 23' 39" EAST, 183.00 FEET; THENCE SOUTH 33° 36' 21" EAST, PARALLEL TO SAID CENTERLINE OF MCKINLEY STREET 234.75 FEET TO SAID PARALLEL TO SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, 166.74 FEET; THENCE NORTH 70° 09' 18" WEST, 32.93 FEET TO THE **POINT OF BEGINNING**;

EXCEPT THEREFROM THE INTEREST CONVEYED TO THE CITY OF CORONA BY DEED RECORDED OCTOBER 30, 1991 AS INSTRUMENT NO. 376420 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT D2
EASEMENT AREA



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject EASEMENT AREA

Job No. 20180990

By NP Date 2/07/2020 Chkd. DT

SHEET 1 OF 2

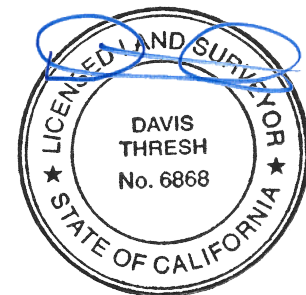
EXHIBIT D2
EASEMENT AREA

LINE TABLE		
	DIRECTION	LENGTH
L1	S67°53'59"W	5.61'
L2	S33°36'21"E	11.23'
L3	N22°06'01"W	11.00'
L4	S67°53'59"W	7.63'
L5	N33°36'21"W	22.45'
L6	N70°09'18"W	32.93'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	75.00'	86°26'10"	113.14'

LEGEND

POC= POINT OF COMMENCEMENT
TPOB= TRUE POINT OF BEGINNING
— = LIMITS OF DESCRIPTION
— = ROS 42/59 BOUNDARY
--- = CENTERLINE OF ROAD
--- = PARCEL 2 INGRESS/EGRESS
EASEMENT



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

| PLAT TO ACCOMPANY LEGAL DESCRIPTION — REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject EASEMENT AREA

Job No. 20180990

By NP Date 2/07/2020 Chkd. DT

SHEET 2 OF 2

**EXHIBIT D3
LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF PARCEL 1, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 42, PAGE 59 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF PARCEL 3, SHOWN ON SAID RECORD OF SURVEY, WITH THE NORTHEASTERLY LINE OF MCKINLEY STREET, 60 FEET WIDE, AS SHOWN THEREON; THENCE NORTH 33° 36' 21" WEST, 35 FEET ON SAID NORTHEASTERLY LINE OF MCKINLEY STREET; THENCE NORTH 56° 23' 39" EAST, 20 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 33° 36' 21" WEST, 173.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 75 FEET; THENCE NORTHERLY ON THE ARC OF SAID CURVE FROM A TANGENT BEARING NORTH 09° 13' 40" EAST, THROUGH A CENTRAL ANGLE OF 43° 35' 54" AND ARC DISTANCE OF 57.07 FEET; THENCE NORTH 52° 49' 34" EAST, 84.83 FEET; THENCE SOUTH 33° 36' 21" EAST, 202.90 FEET TO A POINT LOCATED NORTH 33° 36' 21" WEST, 35 FEET FROM THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF PARCEL 3, SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 56° 23' 39" WEST, 135 FEET ON A LINE PARALLEL WITH AND 35 FEET NORTHWESTERLY OF SAID EXTENSION TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM ANY OIL, GAS, AND OTHER MINERALS (INCLUDING, WITHOUT LIMITATION, HELIUM, LIGNITE, SULFUR, PHOSPHATE AND OTHER SOLID, LIQUID AND GASEOUS SUBSTANCES), REGARDLESS OF THE NATURE THEREOF AND WHETHER SIMILAR OR DISSIMILAR BUT ONLY TO THE EXTENT ANY OF THE FOREGOING IS IN ITS NATURAL STATE AND NATURAL LOCATION AND NOT SUBJECT TO THE DOMINION AND CONTROL OF ANY PERSON, AND, UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO GRANTEE, THE RIGHT TO EXPLORE FOR, DEVELOP AND PRODUCE SAME, AS WELL AS THE RIGHT TO LEASE SUCH PORTION OF THE PROPERTY HEREBY RESERVED FOR SUCH PURPOSES, AND ALL MINERAL AND ROYALTY RIGHTS WHATSOEVER IN, ON, UNDER AND PERTAINING TO THE PROPERTY; BUT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO USE, OR RIGHT OF INGRESS TO OR EGRESS FROM ANY PART OF THE SURFACE OF THE PROPERTY FOR EXPLORATION AND PRODUCING PURPOSES, EXCEPT WITH RESPECT TO (I) CURRENT ACTIVITIES AT AND ANY EXISTING CONTRACTUAL OR LEASEHOLD RIGHTS GRANTED TO THIRD PARTIES AND (II) ANY ADDITIONAL ACTIVITIES WHICH HAVE BEEN CONSENTED TO IN WRITING BY GRANTEE, WHOSE CONSENT SHALL NOT BE UNREASONABLY WITHHELD, AS RESERVED BY DEED RECORDED JUNE 25, 2004 AS INSTRUMENT NO. 2004-0493473 OF OFFICIAL RECORDS.

PARCEL 2:

A PERPETUAL EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED LAND ADJOINING THE PREMISES ON THE SOUTHEAST:

THAT PORTION OF PARCEL 1, SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 42, PAGE 59, RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

EXHIBIT D3
LEGAL DESCRIPTION
(Continued)

THE NORTHEASTERLY 135 FEET OF THE SOUTHWESTERLY 155 FEET OF THE SOUTHEASTERLY 35 FEET OF THAT PORTION OF PARCEL 1 SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 42, PAGE 59, RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF PARCEL 3 AS SHOWN ON SAID RECORD OF SURVEY.

TO BE USED IN COMMON WITH GRANTOR AND FOR INGRESS AND EGRESS TO AND FROM THE PREMISES BY SHELL AND ITS SUBLESSEES AND ITS OR THEIR LICENSEES AND INVITEES WITH THE RIGHT IN SHELL TO INSTALL DRIVEWAYS, AREA LIGHTERS, PAVE THE EASEMENT AREA FOR DRIVEWAY PURPOSES, INSTALL ANY NECESSARY DRAINAGE STRUCTURE TO DRAIN SAID EASEMENT AREA AND NEITHER GRANTOR NOR SHELL EVER TO CAUSE OR PERMIT ANY OBSTRUCTION OF THE EASEMENT AREA OR ACCESS THERETO.

INGRESS/EGRESS PROPERTY



---= PARCEL 2 INGRESS/EGRESS
EASEMENT

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



**EXHIBIT D5
LEGAL DESCRIPTION**

That portion of Parcels 1 and 2, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'21" West 235.81 feet;

THENCE, perpendicular, North 56°23'39" East 50 feet to a point on the Easterly Line of McKinley Street and the **TRUE POINT OF BEGINNING**;

THENCE, northwesterly along said Easterly Line of McKinley Avenue, North 33°36'21" West 220.34 feet;

THENCE, perpendicular to and leaving said Easterly Line of McKinley Street, North 56°23'39" East 12.07 feet to a point of cusp with a non-tangent curve concave northerly, having a radius of 57.50 feet, the initial radial of which bears South 25°50'53" West;

THENCE, southeasterly along said curve an arc distance of 30.40 feet through a central angle of 30°17'25" to a point of reverse curvature with a curve, concave southwesterly, having a radius of 257.50 feet;

THENCE, southeasterly along said reverse curve, an arc distance of 189.44 feet through a central angle of 42°09'04";

THENCE South 48°18'49" East 10.00 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 257.00 feet, the initial radial of which bears North 39°56'00" East;

THENCE, southeasterly along said curve 48.29 feet through a central angle of 10°45'56";

THENCE continuing southeasterly along said curve an arc distance of 77.23 feet through an arc angle of 17°13'01";

THENCE, perpendicular to the Northerly Line of Sampson Avenue, South 22°06'01" East 120.58 feet;

THENCE South 42°17'58" East 2.73 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 27.00 feet, a radial bearing to said point bears South 67°54'19" West;

THENCE, southerly and easterly along said curve an arc distance of 42.41 feet through a central angle of 90°00'00" to a point on the Northerly Line of Sampson Avenue;

THENCE South 67°53'59" West 140.55 feet along said Northerly Line;

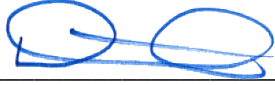
THENCE North 70°09'18" West 32.93 feet to a point on the Easterly Line of McKinley Street;

THENCE, northwesterly along said Easterly Line, North 33°36'21" West 175.04 feet to the **TRUE POINT OF BEGINNING**.

**EXHIBIT D5
LEGAL DESCRIPTION
(Continued)**

Containing 1.308 square acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit D6.



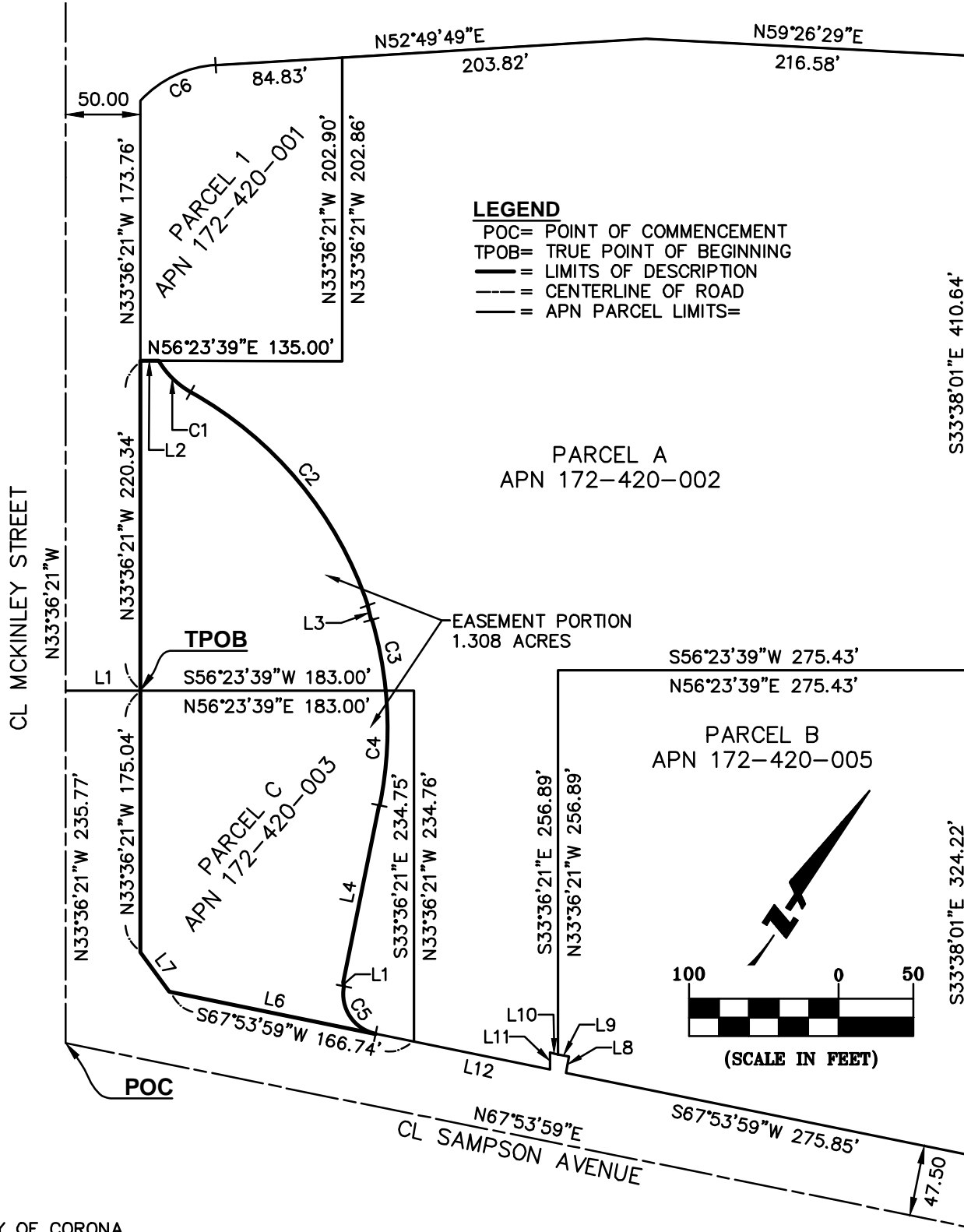
Davis Thresh, P.L.S. No. 6868

2/07/2020

Dated



EXHIBIT D6
CONNECTOR ROAD



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject CONNECTOR ROAD

Job No. 20180990

By NP Date 2/07/2020 Chkd. DT

SHEET 1 OF 2

EXHIBIT D6
CONNECTOR ROAD

LINE TABLE		
	DIRECTION	LENGTH
L1	N56°23'39"E	50.00'
L1	S42°17'58"E	2.73'
L2	N56°23'39"E	12.07'
L3	S48°18'49"E	10.00'
L4	S22°06'01"E	120.58'
L6	S67°53'59"W	140.56'
L7	N70°09'18"W	32.93'
L8	N22°06'01"W	11.00'
L9	S67°53'59"W	7.63'
L10	S67°53'59"W	5.61'

LINE TABLE			
	DIRECTION	LENGTH	
L11	S33°36'21"E	11.23'	
L12	S67°53'59"W	92.84'	
CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	57.50'	30°17'25"	30.40'
C2	257.50'	42°09'04"	189.44'
C3	257.00'	10°45'56"	48.29'
C4	257.00'	17°13'01"	77.23'
C5	27.00'	90°00'00"	42.41'
C6	75.00'	43°36'10"	57.08'

CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

| PLAT TO ACCOMPANY LEGAL DESCRIPTION – REV-1

4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)Subject CONNECTOR ROADJob No. 20180990By NP Date 2/07/2020 Chkd. DTSHEET 2 OF 2

RESOLUTION NO. 2020-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DECLARING THE NECESSITY OF ACQUISITION, BY EMINENT DOMAIN, OF A FEE INTEREST, AS WELL AS IMPROVEMENTS THEREON, PERMANENT ROADWAY EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS INTERESTS IN CERTAIN REAL PROPERTY IDENTIFIED AS ASSESSOR PARCEL NO. (APN) 115-290-034, LOCATED ON NORTH MCKINLEY STREET, AND ON SAMPSON AVENUE, SOUTH OF THE STATE ROUTE 91 (SR-91) EASTBOUND ON-RAMP FOR THE MCKINLEY STREET GRADE SEPARATION PROJECT.

WHEREAS, the City of Corona (the “City”) proposes to acquire fee, permanent street easement and temporary construction easement interests in portions of certain real property, located in the City of Corona, California, more particularly described as Assessor Parcel No.115-290-034 for the construction and maintenance of the McKinley Street Grade Separation Project, in Corona, California, pursuant to the authority granted to it by section 37350 of the California Government Code; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a Public Hearing for Wednesday, July 15, 2020 at 6:30 p.m., at the Corona City Hall, located at 400 South Vicentia Avenue, Corona, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each affected property owner was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

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

SECTION 1. Compliance with California Code of Civil Procedure. There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

SECTION 2. Public Use. The public use for which the portions of fee, roadway easement and temporary construction easement interests are to be acquired is for the construction

and maintenance of the McKinley Street Grade Separation Project, located along McKinley Street, south of the State Route 91 east bound on-ramp, in Corona, California. Section 37350.5 of the California Government Code authorizes the City to acquire by eminent domain property necessary for such purposes.

SECTION 3. Description of Property. Attached and marked as Exhibit “B” are the legal descriptions and plat maps of the real property to be acquired by the City, which describe the general location and extent of the property with sufficient detail for reasonable identification.

SECTION 4. Findings. The City hereby finds and determines each of the following:

- (a) The public interest and necessity require the proposed project;
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The property described in Exhibit “B” is necessary for the proposed project; and
- (d) The offer required by section 7267.2 of the California Government Code was made.

SECTION 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the herein described real property subject to such existing public uses pursuant to section 1240.510 of the California Code of Civil Procedure.

SECTION 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the City is authorized to acquire the herein described real property appropriated to such existing public uses pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the real property being acquired that it determines are reasonably necessary to mitigate any adverse impact upon the existing public use.

SECTION 7. Further Activities. Counsel for the City is hereby authorized to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action, or other proceedings or transaction required to acquire the subject real property.

SECTION 8. Effective Date. This Resolution shall take effect upon adoption.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2020.

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 15th day of July, 2020, 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 15th day of July, 2020.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT “B”

LEGAL DESCRIPTIONS AND PLAT MAPS

[SEE ATTACHED FOURTEEN (14) PAGES]
ATTACHMENT 1 - GOODELL

**FEE SIMPLE AND ACCESS DENIAL INTERESTS
ATTACHMENT TO LEGAL DESCRIPTION
APN: 115-290-034
PARCEL ID: MSGS-04
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit “B1” is to be acquired as a fee simple interest and used for a public street and incidents and appurtenances thereto by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the “City”) in connection with the construction of the McKinley Grade Separation Project (“Project”). Additionally, acquisition will include the release and relinquishment of any and all abutter’s rights, including access rights, appurtenant to a portion of the adjoining real property in and to the proposed public street. The right acquired is depicted in Exhibit “B2.”

EXHIBIT B1
LEGAL DESCRIPTION
FEE INTEREST

That portion of Lot 3, in the City of Corona, County of Riverside, State of California, as shown by map of Tract No. 23454 on file in Book 193, Pages 100-103 inclusive of Maps, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'51" West 376.61 feet;

THENCE, perpendicular, South 56°23'09" West, 52.00 feet to a point on the westerly line of McKinley Street and the beginning of a non-tangent curve, concave southwest, having a radius of 482.00 feet, the initial radial of which bears North 51°09'45" East;

THENCE northwesterly along said curve, through a central angle of 06°37'17", an arc length of 55.70 feet to a point on the northeasterly line of said Lot 3 and the **TRUE POINT OF BEGINNING**;

THENCE continuing northwesterly along said curve through a central angle of 03°01'41", an arc length of 25.47 feet to the beginning of a compound curve, having a radius of 20.00 feet;

THENCE westerly along said curve, through a central angle of 75°07'38", an arc length of 26.22 feet;

THENCE South 56°23'09" West, 35.66 feet;

THENCE leaving the northwesterly line of said Lot 3 North 65°38'16" East, 4.76 feet to the beginning of a curve to the right, having a radius of 53.25 feet;

THENCE easterly along said curve, through a central angle of 80°51'27", an arc length of 75.15 feet;


THENCE North 56°29'43" East, 12.80 feet to the beginning of a non-tangent curve, concave southwest, having a radius of 62.00 feet, the initial radial of which bears North 57°22'46" East;

THENCE Northwesterly along said curve, through a central angle of 12°50'18", an arc length of 13.89 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.023 acres, more or less.

These conveyances are made for the purpose of a freeway and adjacent frontage road and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights appurtenant to grantor's remaining property in and to the frontage road over and across 79.91 feet of the southerly line of said fee interest parcel, measured along said line across courses '(7)' and '(8)' described above, and shown as line "L3" and curve "C4" on Exhibit B2.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B2.



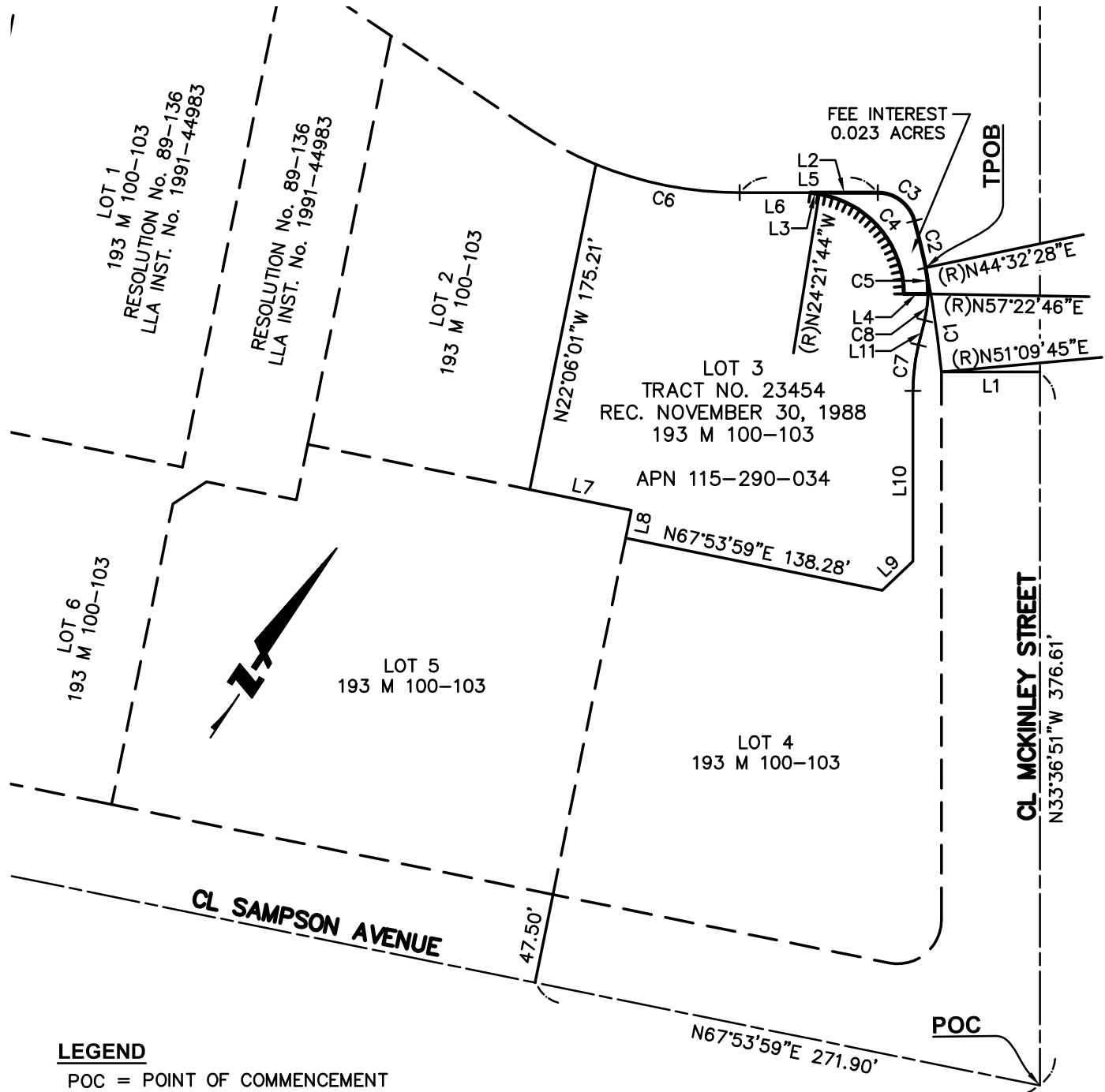
Davis Thresh, P.L.S. No. 6868

2/13/2020

Dated



EXHIBIT B2
FEE INTEREST



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject FEE INTEREST
APN 115-290-034
Job No. 20180990
By NP Date 2/13/2020 Chkd. WS
SHEET 1 OF 2

EXHIBIT B2
FEE INTEREST

LINE TABLE		
	DIRECTION	LENGTH
L1	S56°23'09"W	52.00'
L2	S56°23'09"W	35.66'
L3	N65°38'16"E	4.76'
L4	N56°29'43"E	12.80'
L5	N56°23'09"E	72.95'
L6	N56°23'09"E	37.29'
L7	N67°53'59"E	54.77'
L8	N22°06'01"W	15.00'
L9	N12°40'57"E	22.30'
L10	N33°36'51"W	89.97'
L11	N19°36'58"W	13.42'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	482.00'	6°37'17"	55.70'
C2	482.00'	3°01'41"	25.47'
C3	20.00'	75°07'38"	26.22'
C4	53.25'	80°51'27"	75.15'
C5	62.00'	12°50'18"	13.89'
C6	200.00'	22°17'59"	77.84'
C7	100.00'	13°59'53"	24.43'
C8	62.00'	13°00'16"	14.07'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION – REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject FEE INTEREST
APN 115-290-034
Job No. 20180990
By NP Date 2/13/2020 Chkd. WS
SHEET 2 OF 2

**ROADWAY EASEMENT INTEREST
ATTACHMENT TO LEGAL DESCRIPTION
APN: 115-290-034
PARCEL ID: MSGS-04
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit “C1” is to be acquired as an exclusive permanent easement for public streets and incidents and appurtenances thereto (“Roadway Easement”), over, above, on, within, across, along, about and through the land described in Exhibit “C-1” and depicted in Exhibit “C-2”, in each case, incorporated herein by reference (“Roadway Easement Area”)

Within the Roadway Easement Area, the easement rights shall also include the right to use the Roadway Easement to construct, use, install, maintain, repair, replace, improve, alter, relocate, and inspect utilities.

The easement rights shall include without limitation the right to reasonably access the Roadway Easement Area for all purposes associated with the Roadway Easement, which activities may include, but are not be limited to, trimming, cutting or clearing away from the Roadway Easement Area any trees, brush, and vegetation.

The City shall have the right to remove all improvements located within the Roadway Easement Area including, but not limited to, an overhead advertisement sign, six (6) mature ornamental trees, hardscape, and landscape improvements.

The City expressly reserves the right to convey, transfer or assign the easement rights subject to the same rights and limitations described herein.

**EXHIBIT C1
LEGAL DESCRIPTION
ROADWAY EASEMENT**

That portion of Lot 3, in the City of Corona, County of Riverside, State of California, as shown by map of Tract No. 23454 on file in Book 193, Pages 100-103 inclusive of Maps, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'21" West 376.61 feet;

THENCE, perpendicular, South 56°23'09" West, 52.00 feet to a point on the westerly line of McKinley Street and the beginning of a non-tangent curve, concave southwest, having a radius of 482.00 feet, the initial radial of which bears North 51°09'45" East;

THENCE northwesterly along said curve, through a central angle of 06°37'17", an arc length of 55.70 feet to a point on the northwesterly line of said Lot 3, said point being a crux with a reverse curve concave southwest, having a radius of 62.00 feet, the initial radial of which bears North 44°32'28" East;

THENCE leaving said northeasterly line, southeasterly along said curve, through a central angle of 12°50'18", an arc length of 13.89 feet to the **TRUE POINT OF BEGINNING**, the initial radial of which bears North 57°22'46" East;

THENCE South 56°29'43" West, 12.80 feet;

THENCE South 33°30'17" East, 61.94 feet to the beginning of a curve to the right, having a radius of 51.50 feet;

THENCE southerly along said curve, through a central angle of 35°01'16", an arc length of 31.48 feet;

THENCE South 57°35'45" East, 35.06 feet to a point on the northeasterly line of said Lot 3;

THENCE along said northeasterly line North 33°36'51" West, 72.35 feet to the beginning of a curve concave easterly, having a radius of 100.00 feet;


THENCE Northwesterly along said curve, through a central angle of 13°59'53", an arc length of 24.43 feet;

THENCE North 19°36'58" West, 13.42 feet to the beginning of a curve concave westerly, having a radius of 62.00 feet;

THENCE Northwesterly along said curve, through a central angle of 13°00'16", an arc length of 14.07 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.022 acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit C2.



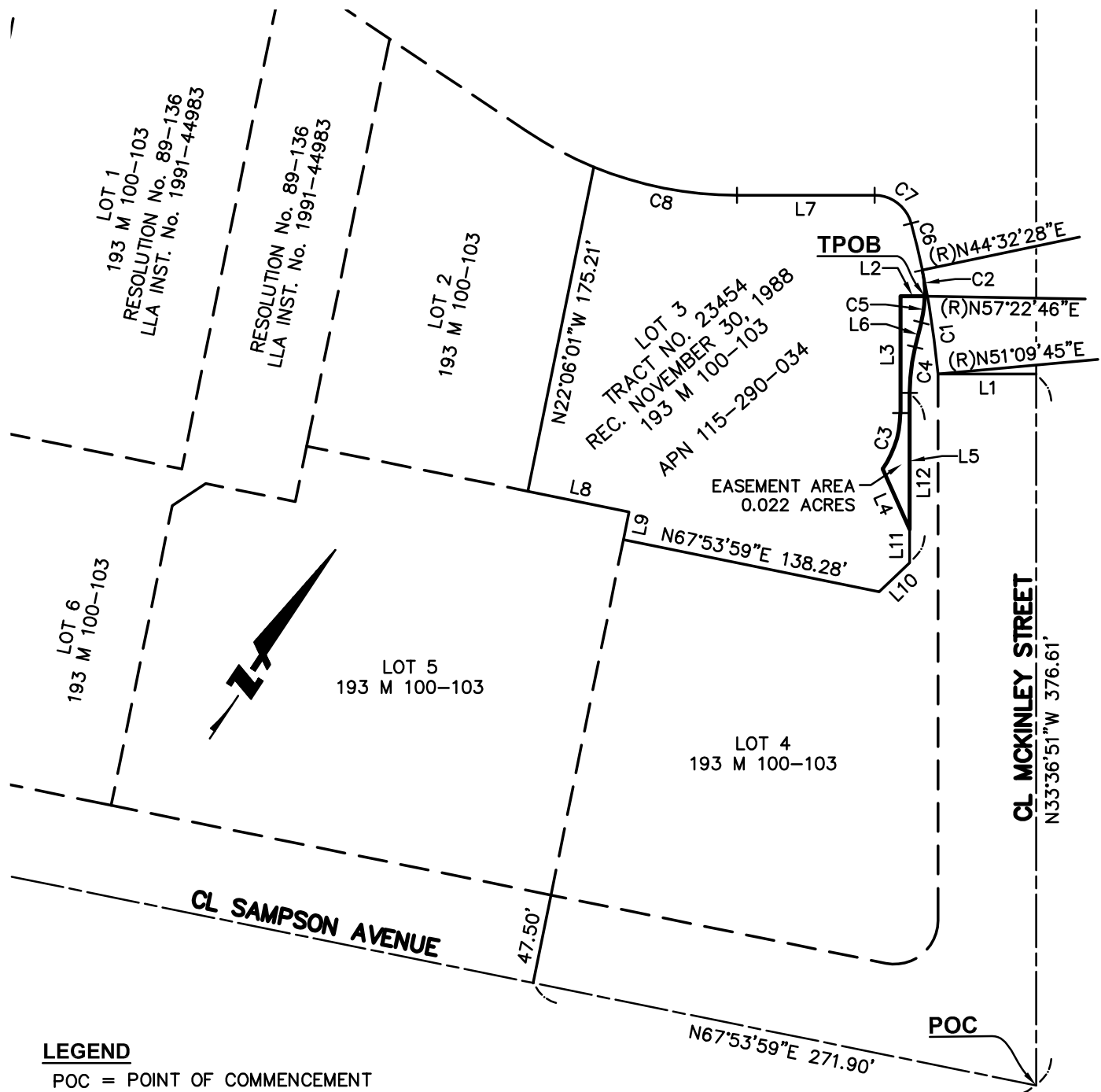
Davis Thresh, P.L.S. No. 6868

2/13/2020

Dated

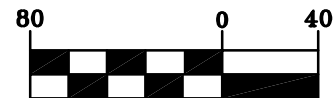


EXHIBIT C2
ROADWAY EASEMENT



LEGEND

- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- = LIMITS OF DESCRIPTION
- = EXISTING PARCEL BOUNDARY
- - - = ADJACENT PARCEL BOUNDARY
- - - = CENTERLINE OF ROAD



(SCALE IN FEET)

CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject ROADWAY EASEMENT
APN 115-290-034
Job No. 20180990
By NP Date 2/13/20 Chkd. WS
SHEET 1 OF 2

EXHIBIT C2

ROADWAY EASEMENT

LINE TABLE		
	DIRECTION	LENGTH
L1	S56°23'09"W	52.00'
L2	S56°29'43"W	12.80'
L3	S33°30'17"E	61.94'
L4	S57°35'45"E	35.06'
L5	N33°36'51"W	72.35'
L6	N19°36'58"W	13.42'
L7	N56°23'09"E	72.95'
L8	N67°53'59"E	54.77'
L9	N22°06'01"W	15.00'
L10	N12°40'57"E	22.30'
L11	N33°36'51"W	17.62'
L12	N33°36'51"W	89.97'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	482.00'	6°37'17"	55.70'
C2	62.00'	12°50'18"	13.89'
C3	51.50'	35°01'16"	31.48'
C4	100.00'	13°59'53"	24.43'
C5	62.00'	13°00'16"	14.07'
C6	482.00'	3°01'41"	25.47'
C7	20.00'	75°07'38"	26.22'
C8	200.00'	22°17'59"	77.84'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION – REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
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Subject ROADWAY EASEMENT
APN 115-290-034
Job No. 20180990
By NP Date 2/13/20 Chkd. WS
SHEET 2 OF 2

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 115-290-034
PARCEL ID: MSGS-04
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit “D1” is to be used for temporary construction purposes by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the “City”) in connection with the construction of the McKinley Grade Separation Project (“Project”). The right of usage acquired for the non-exclusive temporary construction easement parcel described in Exhibit “D1” and depicted in Exhibit “D2” (“TCE”) shall be for a period of twenty-four (24) consecutive months. However, the actual physical construction activities within the TCE area shall be limited to a period of six (6) consecutive months within the twenty-four (24) month TCE period (the “Construction Period”). During the Construction Period, the City’s use and occupancy of the TCE will remain non-exclusive.

The City expressly reserves the right to convey, transfer or assign the TCE subject to the same rights and limitations described herein.

Work Description / Easement Provisions:

- The City shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- The City’s work activities shall include:
 - Removal of asphalt, concrete curbs, landscaping, and other features as required for the Project.
 - Construct sidewalks, curbs, gutters, fire hydrant, retaining walls for a new right in driveway from McKinley Street.
 - Install sleeves as necessary for irrigation/lighting conduit connecting landscape areas within limits of TCE to be reconstructed by the City.
 - Re-grading of the drive isle area adjacent to new right in driveway from McKinley Street.
 - Construct drainage improvements including but not limited to storm drain pipe, inlets, and grates necessary to drain drive isle area adjacent to new right in driveway from McKinley Street.
 - Removal of monument/overhead signs/landscaping in the event the property owner does not perform removals as included within compensation.
- The City will compensate the property owner for the following activities:
 - Replacement landscaping as damaged by the project.
 - Two (2) parking lot lights.
 - Monument/Overhead signs.
- Nineteen (19) total parking stalls immediately adjacent to the existing right in driveway located within or near the TCE will be temporarily impacted and inaccessible during the

Construction Period of the new right in driveway. Construction will be phased to minimize this short-term loss of parking stalls. Additionally, eleven (11) parking stalls will be permanently lost as a result of the reconfiguration of the property due to the construction of the new right in driveway.

- The property will have limited access during the Construction Period as a result of the efforts involved in the construction of a new right in driveway, during this period the property will only be accessible from Sampson Avenue through adjacent properties. Existing access rights for the property owner are labeled as Private Mutual Access Easement shown on Tract Map Number 23454 on map filed for record in book 193, pages 100 through 103, records of Riverside County, State of California. During the Construction Period, the portion of the TCE that lies within the existing drive aisle adjacent to the restaurant building will be accessible to all vehicular and pedestrian traffic during the hours of 5 am through 11 pm to allow for the continued operation of the restaurant Drive Thru, including any loading/unloading operations to supply the restaurant. Upon the City's completion of each night's construction activities, the drive aisle surface will be repaired such that the surface elevations will match existing elevations and all improvements and construction equipment/materials be moved outside of the drive aisle to allow accessibility conditions to drive aisle as described herein.
- Prior to construction/removal activities, the City shall examine existing irrigation and install as necessary temporary irrigation facilities, including but not limited to sprinklers, piping, and control valves, to maintain existing pattern and zones outside of construction area.
- The City shall maintain all existing drainage patterns during construction, including installation of temporary drainage facilities as necessary, such that drainage is not impeded on property or right of way.
- Reasonable pedestrian and vehicular access to the property shall be maintained.
- Improvements within the TCE area will be removed as needed by the City to allow for construction activities. Any improvements so removed will either be replaced in kind or included in the compensation paid by the City.
- Prior to the termination of the Construction Period, the City will remove from the TCE area all construction equipment including any temporary fence, temporary improvements, and all construction related debris.

EXHIBIT D1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

That portion of Lot 3, in the City of Corona, County of Riverside, State of California, as shown by map of Tract No. 23454 on file in Book 193, Pages 100-103 inclusive of Maps, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'51" West 376.61 feet;

THENCE, perpendicular, South 56°23'09" West, 52.00 feet to a point on the westerly line of McKinley Street and the beginning of a non-tangent curve, concave southwest, having a radius of 482.00 feet, the initial radial of which bears North 51°09'45" East;

THENCE northwesterly along said curve, through a central angle of 06°37'17", an arc length of 55.70 feet to a point on the northeasterly line of said Lot 3;

THENCE continuing northwesterly along said curve through a central angle of 03°01'41", an arc length of 25.47 feet to the beginning of a compound curve, having a radius of 20.00 feet;

THENCE westerly along said curve, through a central angle of 75°07'38", an arc length of 26.22 feet;

THENCE South 56°23'09" West, 35.66 feet to the **TRUE POINT OF BEGINNING**;

THENCE leaving the northwesterly line of said Lot 3 North 65°38'16" East, 4.76 feet to the beginning of a curve to the right, having a radius of 53.25 feet, the initial radial of which bears North 24°21'44" West;

THENCE easterly along said curve, through a central angle of 80°51'27", an arc length of 75.15 feet;

THENCE South 33°30'17" East, 61.94 feet to the beginning of a curve to the right, having a radius of 51.50 feet;

THENCE southerly along said curve, through a central angle of 35°01'16", an arc length of 31.48 feet;

THENCE South 57°35'45" East, 35.06 feet to a point on the northeasterly line of said Lot 3;

THENCE South 33°36'51" East, 17.62 feet;

THENCE South 12°40'57" West, 22.30 feet;

THENCE South 67°53'59" West, 138.28 feet;

THENCE North 22°06'01" West, 78.01 feet;

THENCE North 67°53'59" East, 113.53 feet;

THENCE North 01°30'44" East, 19.21 feet;

THENCE North 23°49'28" West, 31.88 feet;

THENCE North 32°15'28" West, 37.32 feet to the beginning of a curve to the left, having a radius of 20.00 feet;

THENCE Westerly along said curve, through a central angle of 79°55'41", an arc length of 27.90 feet;

THENCE South 67°48'51" West, 148.74 feet;

EXHIBIT D1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
(Continued)


THENCE North 22°06'01" West, 9.74 feet to a point on the northwesterly line of said Lot 3, said point also being the beginning of a non-tangent curve, concave North, having a radius of 200.00 feet, the initial radial of which bears South 11°18'52" East;

THENCE Easterly along said curve, through a central angle of 22°18'00", an arc length of 77.84 feet ;

THENCE North 56°23'09" East, 37.29 feet to the POINT OF BEGINNING.

Containing 0.304 acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit D2.



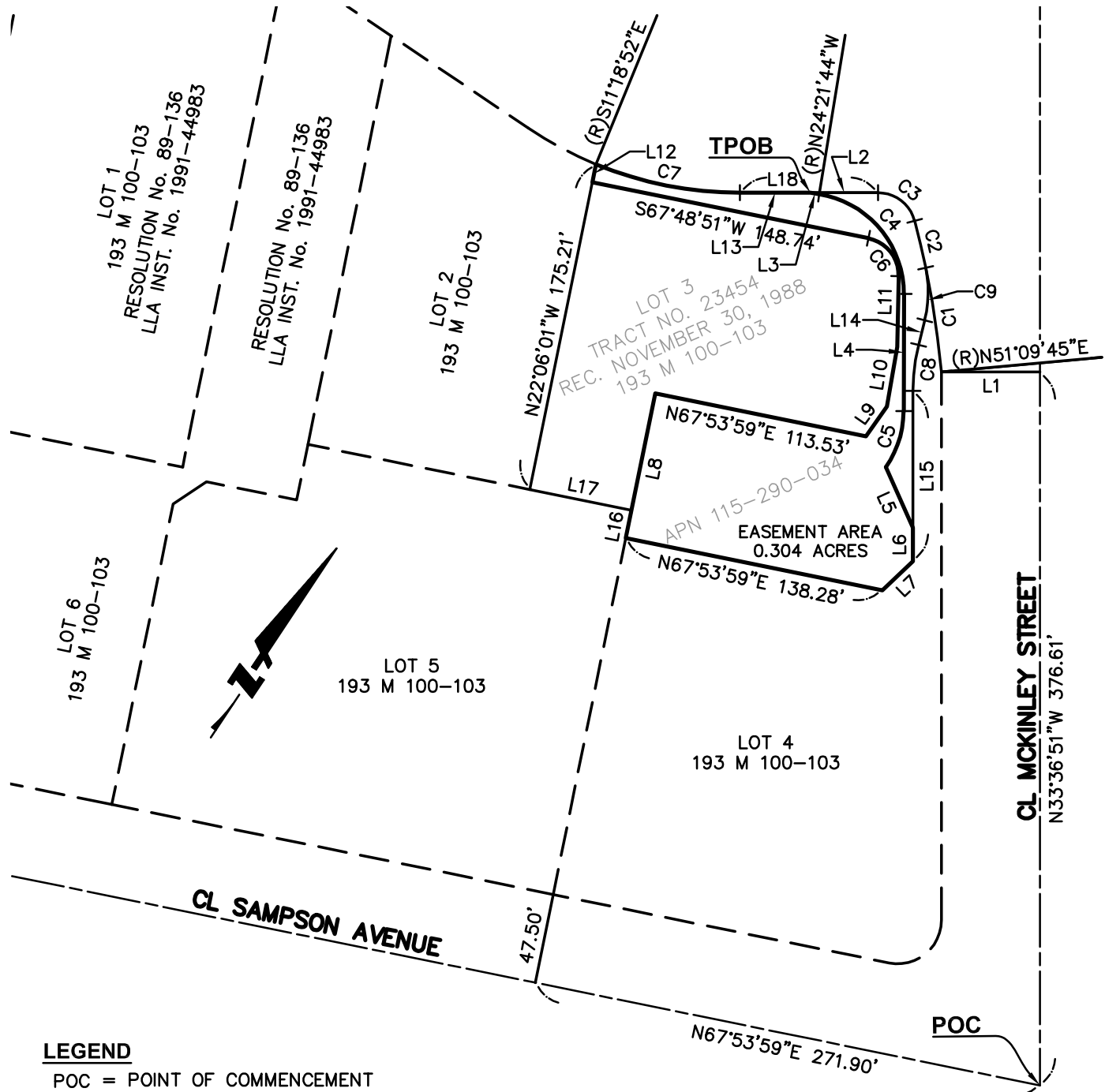
Davis Thresh, P.L.S. No. 6868

2/13/2020
Dated



EXHIBIT D2

TEMPORARY CONSTRUCTION EASEMENT



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject TEMPORARY CONSTRUCTION
EASEMENT - APN 115-290-034
Job No. 20180990
By NP Date 2/13/20 Chkd. WS
SHEET 1 OF 2

EXHIBIT D2
TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
	DIRECTION	LENGTH
L1	S56°23'09"W	52.00'
L2	S56°23'09"W	35.66'
L3	N65°38'16"E	4.76'
L4	S33°30'17"E	61.94'
L5	S57°35'45"E	35.06'
L6	S33°36'51"E	17.62'
L7	S12°40'57"W	22.30'
L8	N22°06'01"W	78.01'
L9	N1°30'44"E	19.21'
L10	N23°49'28"W	31.88'
L11	N32°15'28"W	37.32'
L12	N22°06'01"W	9.74'
L13	N56°23'09"E	37.29'
L14	N19°36'58"W	13.42'
L15	N33°36'51"W	89.97'
L16	N22°06'01"W	15.00'
L17	N67°53'59"E	54.77'
L18	N56°23'09"E	72.95'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	482.00'	6°37'17"	55.70'
C2	482.00'	3°01'41"	25.47'
C3	20.00'	75°07'38"	26.22'
C4	53.25'	80°51'27"	75.15'
C5	51.50'	35°01'16"	31.48'
C6	20.00'	79°55'41"	27.90'
C7	200.00'	22°17'59"	77.84'
C8	100.00'	13°59'53"	24.43'
C9	62.00'	25°50'34"	27.96'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject TEMPORARY CONSTRUCTION
EASEMENT - APN 115-290-034
Job No. 20180990
By NP Date 2/13/20 Chkd. WS
SHEET 2 OF 2

RESOLUTION NO. 2020-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DECLARING THE NECESSITY OF ACQUISITION, BY EMINENT DOMAIN, OF A FEE INTEREST, AS WELL AS IMPROVEMENTS THEREON, PERMANENT ROADWAY EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS INTERESTS IN CERTAIN REAL PROPERTY IDENTIFIED AS ASSESSOR PARCEL NO. (APN) 115-290-035, LOCATED ON NORTH MCKINLEY STREET, AND ON SAMPSON AVENUE, SOUTH OF THE STATE ROUTE 91 (SR-91) EASTBOUND ON-RAMP FOR THE MCKINLEY STREET GRADE SEPARATION PROJECT.

WHEREAS, the City of Corona (the “City”) proposes to acquire fee, permanent street easement and temporary construction easement interests in portions of certain real property, located in the City of Corona, California, more particularly described as Assessor Parcel No.115-290-035 for the construction and maintenance of the McKinley Street Grade Separation Project, in Corona, California, pursuant to the authority granted to it by section 37350 of the California Government Code; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a Public Hearing for Wednesday, July 15, 2020 at 6:30 p.m., at the Corona City Hall, located at 400 South Vicentia Avenue, Corona, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each affected property owner was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

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

SECTION 1. Compliance with California Code of Civil Procedure. There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

SECTION 2. Public Use. The public use for which the portions of fee, roadway easement and temporary construction easement interests are to be acquired is for the construction

and maintenance of the McKinley Street Grade Separation Project, located along McKinley Street, south of the State Route 91 east bound on-ramp, in Corona, California. Section 37350.5 of the California Government Code authorizes the City to acquire by eminent domain property necessary for such purposes.

SECTION 3. Description of Property. Attached and marked as Exhibit “C” are the legal descriptions and plat maps of the real property to be acquired by the City, which describe the general location and extent of the property with sufficient detail for reasonable identification.

SECTION 4. Findings. The City hereby finds and determines each of the following:

- (a) The public interest and necessity require the proposed project;
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The property described in Exhibit “C” is necessary for the proposed project; and
- (d) The offer required by section 7267.2 of the California Government Code was made.

SECTION 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the herein described real property subject to such existing public uses pursuant to section 1240.510 of the California Code of Civil Procedure.

SECTION 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the City is authorized to acquire the herein described real property appropriated to such existing public uses pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the real property being acquired that it determines are reasonably necessary to mitigate any adverse impact upon the existing public use.

SECTION 7. Further Activities. Counsel for the City is hereby authorized to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action, or other proceedings or transaction required to acquire the subject real property.

SECTION 8. Effective Date. This Resolution shall take effect upon adoption.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2020.

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 15th day of July, 2020, 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 15th day of July, 2020.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT “C”

LEGAL DESCRIPTIONS AND PLAT MAPS

[SEE ATTACHED FIFTEEN (15) PAGES]
ATTACHMENT 1 - QUICKIE'S CAR WASH/SJRK

**FEE SIMPLE INTEREST
ATTACHMENT TO LEGAL DESCRIPTION
APN: 115-290-035
PARCEL ID: MSGS-05
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit “B1” is to be acquired as a fee simple interest and used for a public street and incidents and appurtenances thereto by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the “City”) in connection with the construction of the McKinley Grade Separation Project (“Project”). The right acquired is depicted in Exhibit “B2.”

EXHIBIT B1
LEGAL DESCRIPTION
FEE INTEREST

That portion of Lot 4, in the City of Corona, County of Riverside, State of California, as shown by map of Tract No. 23454 on file in Book 193, Pages 100-103 inclusive of Maps, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North $33^{\circ}36'51''$ West 376.61 feet;

THENCE, perpendicular, South $56^{\circ}23'09''$ West, 52.00 feet to a point on the westerly line of McKinley Street, said point being on the northeasterly line of said Lot 4, and the beginning of a non-tangent curve, concave southwest, having a radius of 482.00 feet, the initial radial of which bears North $51^{\circ}09'45''$ East;

THENCE northwesterly along said curve, through a central angle of $04^{\circ}56'59''$, an arc length of 41.64 feet to the **TRUE POINT OF BEGINNING**;

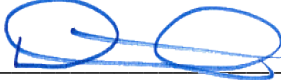
THENCE continuing northwesterly along said curve through a central angle of $01^{\circ}40'18''$, an arc length of 14.06 feet to the beginning of a non-tangent curve, concave Southwest, having a radius of 62.00 feet, the initial radial of which bears North $44^{\circ}32'28''$ East;

THENCE southeasterly along said curve, through a central angle of $12^{\circ}50'18''$, an arc length of 13.89 feet;

Thence North $56^{\circ}29'43''$ East, 1.37 feet to the **TRUE POINT OF BEGINNING**.

Containing 6 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B2.

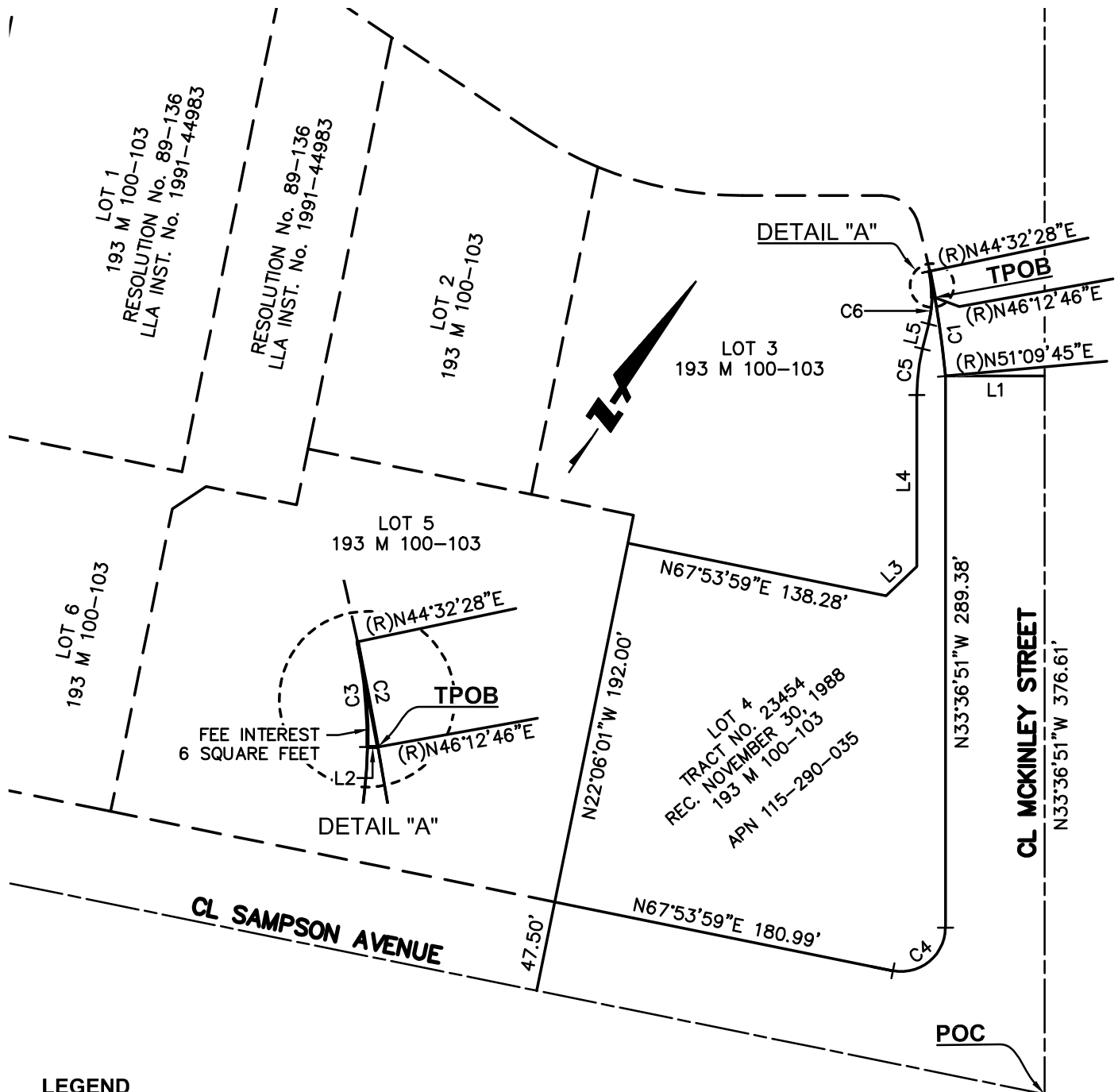


Davis Thresh, P.L.S. No. 6868

2/13/2020
Dated

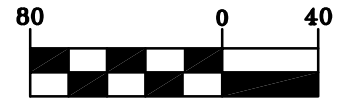


EXHIBIT B2
FEE INTEREST



LEGEND

- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- = LIMITS OF DESCRIPTION
- = EXISTING PARCEL BOUNDARY
- - - = ADJACENT PARCEL BOUNDARY
- - - = CENTERLINE OF ROAD



(SCALE IN FEET)

CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject FEE INTEREST
APN 115-290-035
Job No. 20180990
By NP Date 2/13/20 Chkd. WS
SHEET 1 OF 2

EXHIBIT B2
FEE INTEREST

LINE TABLE		
	DIRECTION	LENGTH
L1	S56°23'09"W	52.00'
L2	N56°29'43"E	1.37'
L3	N12°40'57"E	22.30'
L4	N33°36'51"W	89.97'
L5	N19°36'58"W	13.42'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	482.00'	4°56'59"	41.64'
C2	482.00'	1°40'18"	14.06'
C3	62.00'	12°50'18"	13.89'
C4	23.00'	101°30'50"	40.75'
C5	100.00'	13°59'53"	24.43'
C6	62.00'	13°00'16"	14.07'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION – REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject FEE INTEREST
APN 115-290-035
Job No. 20180990
By NP Date 2/13/20 Chkd. WS
SHEET 2 OF 2

**STREET EASEMENT INTEREST
ATTACHMENT TO LEGAL DESCRIPTION
APN: 115-290-035
PARCEL ID: MSGS-05
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit "C1" is to be acquired as an exclusive permanent easement for public streets and incidents and appurtenances thereto ("Street Easement"), over, above, on, within, across, along, about and through the land described in Exhibit "C-1" and depicted in Exhibit "C-2", in each case, incorporated herein by reference ("Street Easement Area")

Within the Street Easement Area, the easement rights shall also include the right to use the Street Easement to construct, use, install, maintain, repair, replace, improve, alter, relocate, and inspect utilities.

The easement rights shall include without limitation the right to reasonably access the Street Easement Area for all purposes associated with the Street Easement, which activities may include, but are not be limited to, trimming, cutting or clearing away from the Street Easement Area any trees, brush, and vegetation.

The City shall have the right to remove all improvements located within the Street Easement Area including, but not limited to, three (3) mature ornamental trees, hardscape, and landscape improvements.

The City expressly reserves the right to convey, transfer or assign the easement rights subject to the same rights and limitations described herein.

EXHIBIT C1
LEGAL DESCRIPTION
ROADWAY EASEMENT

That portion of Lot 4, in the City of Corona, County of Riverside, State of California, as shown by map of Tract No. 23454 on file in Book 193, Pages 100-103 inclusive of Maps, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North $33^{\circ}36'51''$ West 376.61 feet;

THENCE, perpendicular, South $56^{\circ}23'09''$ West, 52.00 feet to a point on the westerly line of McKinley Street, said point being on the northeasterly line of said Lot 4, the beginning of a non-tangent curve, concave southwest, having a radius of 482.00 feet, the initial radial of which bears North $51^{\circ}09'45''$ East, and the **TRUE POINT OF BEGINNING**;

THENCE northwesterly along said curve, through a central angle of $04^{\circ}56'59''$, an arc length of 41.64 feet;

THENCE South $56^{\circ}29'43''$ West, 1.37 feet to a point on the northwesterly line of said Lot 4, said point also being the beginning of a non-tangent curve, concave Southwest, having a radius of 62.00 feet, the initial radial of which bears North $57^{\circ}22'46''$ East;

THENCE southeasterly along said curve, through a central angle of $13^{\circ}00'16''$, an arc length of 14.07 feet;

THENCE South $19^{\circ}36'58''$ East, 13.42 feet to the beginning of a curve concave northeasterly, having a radius of 100.00 feet;

THENCE southeasterly along said curve, through a central angle of $13^{\circ}59'53''$, an arc length of 24.43 feet;

THENCE South $33^{\circ}36'51''$ East, 72.35 feet;

THENCE leaving said northwesterly line of Lot 4, South $57^{\circ}35'45''$ East, 19.61 feet;

THENCE South $33^{\circ}30'36''$ East, 181.34 feet to the beginning of a non-tangent curve, concave West, having a radius of 44.00 feet, the initial radial of which bears North $73^{\circ}48'39''$ East;

THENCE southerly along said curve, through a central angle of $39^{\circ}30'14''$, an arc length of 30.34 feet to the beginning of a compound curve, having a radius of 28.00 feet;

THENCE southwesterly along said curve, through a central angle of $29^{\circ}10'32''$, an arc length of 14.26 feet to a point on the southeasterly line of said Lot 4, said point also being on the northerly line of Sampson Avenue;

THENCE North $67^{\circ}53'59''$ East, 11.34 feet to the beginning of a curve to the left, having a radius of 23.00 feet;


THENCE northerly along said curve, through a central angle of $101^{\circ}30'50''$, an arc length of 40.75 feet to a point on the westerly line of McKinley Street;

THENCE along the westerly line of McKinley Street, North $33^{\circ}36'51''$ West, 289.38 feet to the **TRUE POINT OF BEGINNING**.

EXHIBIT C1
LEGAL DESCRIPTION
ROADWAY EASEMENT
(Continued)

Containing 0.081 acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit C2.



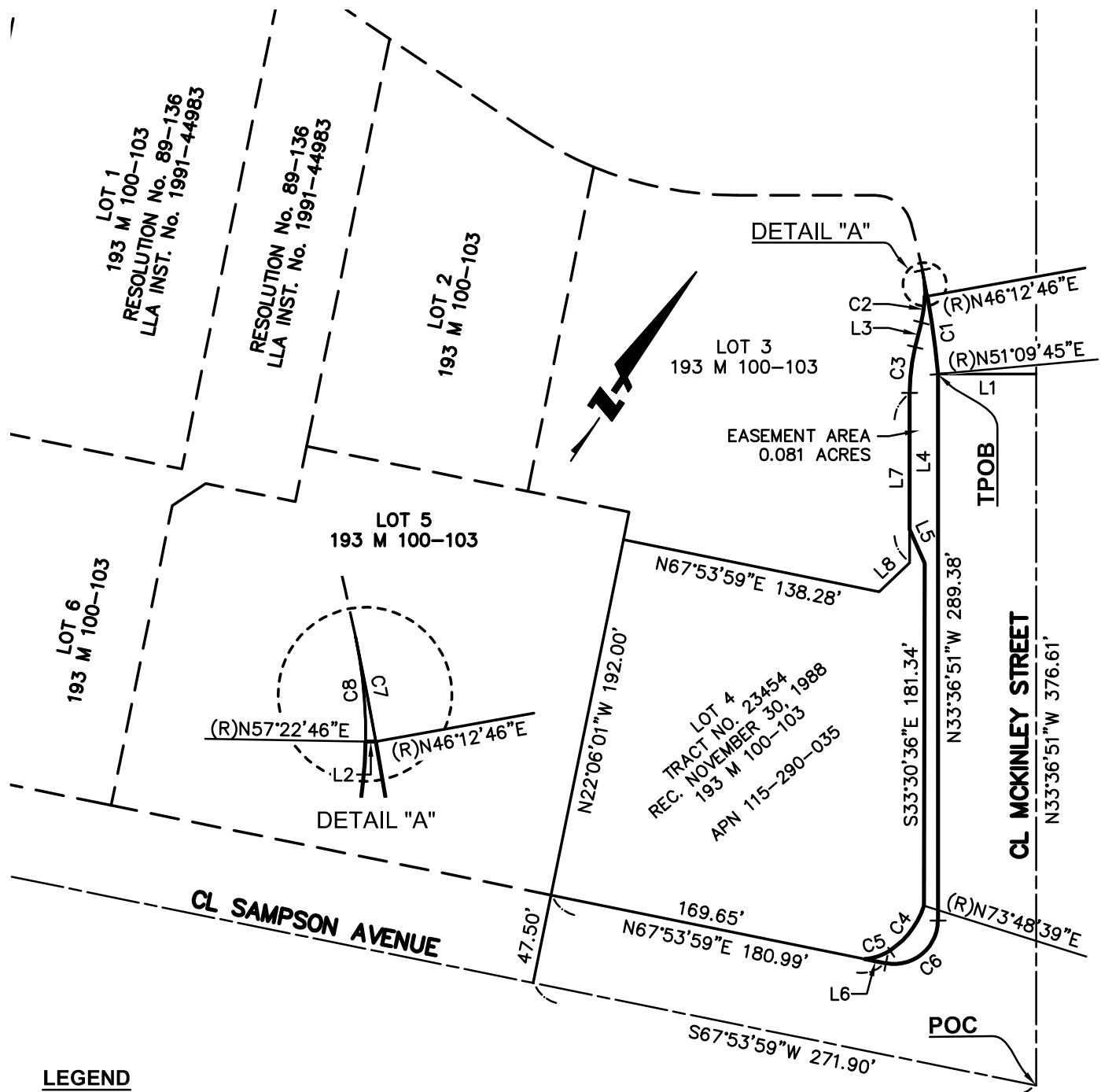
Davis Thresh, P.L.S. No. 6868

2/14/2020

Dated



EXHIBIT C2
ROADWAY EASEMENT



LEGEND

- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- = LIMITS OF DESCRIPTION
- = EXISTING PARCEL BOUNDARY
- - - = ADJACENT PARCEL BOUNDARY
- - - = CENTERLINE OF ROAD



(SCALE IN FEET)

CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject ROADWAY EASEMENT
APN 115-290-035
Job No. 20180990
By NP Date 2/14/20 Chkd. WS
SHEET 1 OF 2

EXHIBIT C2
ROADWAY EASEMENT

LINE TABLE		
	DIRECTION	LENGTH
L1	S56°23'09"W	52.00'
L2	S56°29'43"W	1.37'
L3	S19°36'58"E	13.42'
L4	S33°36'51"E	72.35'
L5	S57°35'45"E	19.61'
L6	N67°53'59"E	11.34'
L7	N33°36'51"W	89.97'
L8	N12°40'57"E	22.30'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	482.00'	4°56'59"	41.64'
C2	62.00'	13°00'16"	14.07'
C3	100.00'	13°59'53"	24.43'
C4	44.00'	39°30'14"	30.34'
C5	28.00'	29°10'32"	14.26'
C6	23.00'	101°30'50"	40.75'
C7	482.00'	1°40'18"	14.06'
C8	62.00'	12°50'18"	13.89'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

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SHEET 2 OF 2

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 115-290-035
PARCEL ID: MSGS-05
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit “D1” is to be used for temporary construction purposes by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the “City”) in connection with the construction of the McKinley Grade Separation Project (“Project”). The right of usage acquired for the non-exclusive temporary construction easement parcel described in Exhibit “D1” and depicted in Exhibit “D2” (“TCE”) shall be for a period of twenty-four (24) consecutive months. However, the actual physical construction activities within the TCE area shall be limited to a period of six (6) consecutive months within the twenty-four (24) month TCE period (the “Construction Period”). During the Construction Period, the City’s use and occupancy of the TCE will remain non-exclusive.

The City expressly reserves the right to convey, transfer or assign the TCE subject to the same rights and limitations described herein.

Work Description / Easement Provisions:

- The City shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- The City’s work activities shall include:
 - Removal of asphalt, concrete curbs, landscaping, and other features as required for the Project.
 - Construct sidewalks, curbs, gutters, retaining walls for a new right in driveway from McKinley Street.
 - Install sleeves as necessary for irrigation/lighting conduit connecting landscape areas within limits of TCE to be reconstructed by the City.
 - Re-grading of the drive isle area adjacent to new right in driveway from McKinley Street.
 - Construct drainage improvements including but not limited to, storm drain pipes, inlets, and grates necessary to drain drive isle area adjacent to new right in driveway from McKinley Street.
- The City will compensate the property owner for the following activities:
 - Replacement landscaping as damaged by the project.
- The property will have limited access during the Construction Period.as a result of the efforts involved in the construction of a new right in driveway, during this period the property will only be accessible from Sampson Avenue through adjacent properties. Existing access rights for the property owner are labeled as Private Mutual Access Easement shown on Tract Map Number 23454 on map filed for record in book 193, pages 100 through 103, records of Riverside County, State of California. During the Construction

Period, the portion of the TCE that lies within the existing drive aisle adjacent to the commercial/industrial buildings will be accessible for all vehicular and pedestrian traffic during the hours of 7 am through 7 pm to allow for the continued operation of the car wash, including loading/unloading operations. Upon the City's completion of each night's construction activities the drive aisle surface will be repaired such that the surface elevations will match existing elevations and all improvements and construction equipment/materials be moved outside of the drive aisle to allow accessibility conditions to drive aisle as described herein..

- Prior to construction/removal activities, the City shall examine existing irrigation and install as necessary temporary irrigation facilities, including but not limited to sprinklers, piping, and control valves, to maintain existing pattern and zones outside of construction area.
- The City shall maintain all existing drainage patterns during construction, including installation of temporary drainage facilities as necessary, such that drainage is not impeded on property or right of way.
- Reasonable pedestrian and vehicular access to the property shall be maintained.
- Improvements within the TCE area will be removed as needed by the City to allow for construction activities. Any improvements so removed will either be replaced in kind or included in the compensation paid by the City.
- Prior to the termination of the Construction Period, the City will remove from the TCE area all construction equipment including any temporary fence, temporary improvements, and all construction related debris.

EXHIBIT D1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

That portion of Lot 4, in the City of Corona, County of Riverside, State of California, as shown by map of Tract No. 23454 on file in Book 193, Pages 100-103 inclusive of Maps, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE southwesterly along said centerline of Sampson Avenue South 67°53'59" West, 271.90 feet;

THENCE, perpendicular, North 22°06'01" West, 47.50 feet to a point on the northerly line of Sampson Avenue, said point being the southerly most corner of said Lot 4;

THENCE leaving said point, and continuing along said line North 22°06'01" West, 165.41 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 68°02'25" East, 24.00 feet;

THENCE North 22°14'04" West, 14.67 feet;

THENCE North 67°53'59" East, 131.94 feet;

THENCE South 33°30'36" East, 154.12 feet to the beginning of a curve to the right, having a radius of 20.00 feet;

THENCE Southerly along said curve, through a central angle of 101°25'14", an arc length of 35.40 feet;

THENCE South 67°54'38" West, 81.92 feet;

THENCE South 22°06'01" East, 5.00 feet to a point on the southeasterly line of said Lot 4, said point also being on the northerly line of Sampson Avenue;;

THENCE North 67°53'59" East, 84.78 feet to the beginning of a non-tangent curve, concave Northwest, having a radius of 28.00 feet, the initial radial of which bears South 37°30'36" East;

THENCE Northeasterly along said curve, through a central angle of 29°10'32", an arc length of 14.26 feet to the beginning of a compound curve, having a radius of 44.00 feet;

THENCE Northerly along said curve, through a central angle of 39°30'14", an arc length of 30.34 feet;

THENCE North 33°30'36" West, 181.34 feet;

THENCE North 57°35'45" West, 19.61 feet to a point on the northwesterly line of said Lot 4;

THENCE South 33°36'51" East, 17.62 feet;

THENCE South 12°40'57" West, 22.30 feet;

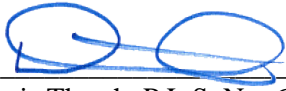
THENCE South 67°53'59" West, 138.28 feet;

THENCE South 22°06'01" East, 26.60 feet to the **TRUE POINT OF BEGINNING**.

EXHIBIT D1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
(Continued)

Containing 0.107 acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit D2.



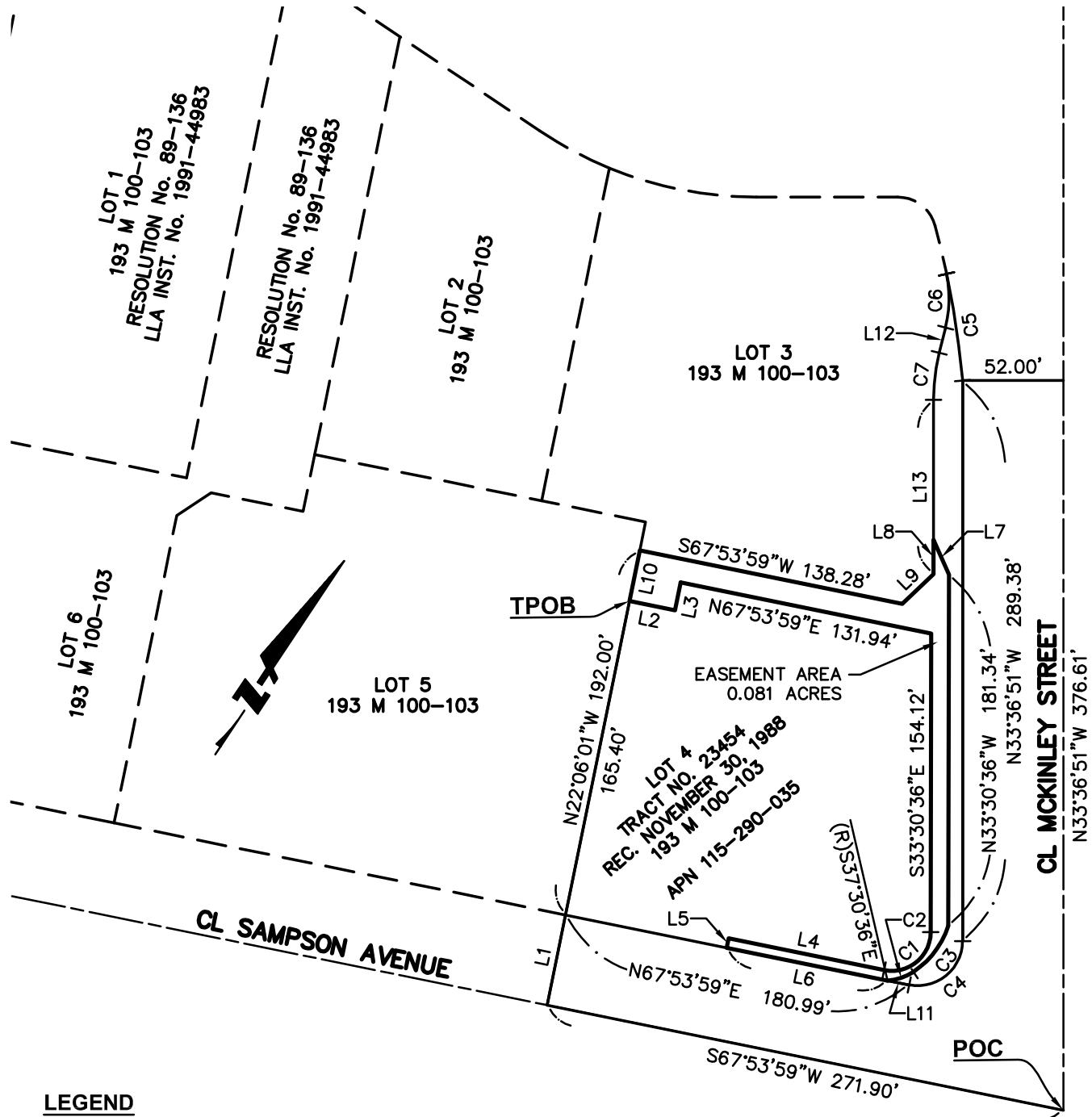
Davis Thresh, P.L.S. No. 6868

2/14/2020
Dated



EXHIBIT D2

TEMPORARY CONSTRUCTION EASEMENT



LEGEND

- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- = LIMITS OF DESCRIPTION
- = EXISTING PARCEL BOUNDARY
- - - = ADJACENT PARCEL BOUNDARY
- - - = CENTERLINE OF ROAD



(SCALE IN FEET)

CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject TEMPORARY CONSTRUCTION
EASEMENT - APN 115-290-035
Job No. 20180990
By NP Date 2/14/20 Chkd. WS
SHEET 1 OF 2

EXHIBIT D2
TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
	DIRECTION	LENGTH
L1	N22°06'01"W	47.50'
L2	N68°02'25"E	24.00'
L3	N22°14'04"W	14.67'
L4	S67°54'38"W	81.92'
L5	S22°06'01"E	5.00'
L6	N67°53'59"E	84.78'
L7	N57°35'45"W	19.61'
L8	S33°36'51"E	17.62'
L9	S12°40'57"W	22.30'
L10	S22°06'01"E	26.60'
L11	N67°53'59"E	11.34'
L12	N19°36'58"W	13.42'
L13	N33°36'51"W	89.97'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	20.00'	101°25'14"	35.40'
C2	28.00'	29°10'32"	14.26'
C3	44.00'	39°30'14"	30.34'
C4	23.00'	101°30'50"	40.75'
C5	482.00'	6°37'17"	55.70'
C6	62.00'	25°50'34"	27.96'
C7	100.00'	13°59'53"	24.43'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

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EASEMENT - APN 115-290-035
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SHEET 2 OF 2



McKinley Street Grade Separation

Resolution of Necessity Hearing

Royal Ridge Investments, Inc.
APN: 172-420-001

Goodell Properties, LLC
APN: 115-290-034

Quickie's Car Wash/SJRK Investments, LLC
APN: 115-290-035



Mark Thomas

July 15, 2020

Project Overview

→ Project Need

- Alleviate Congestion
- Driver, Cyclist and Pedestrian Safety
- Anticipated Rail and Vehicular Traffic Increases

→ Project Goals

- Reduce Traffic Congestion and Air/Noise Pollution
- Enhance Emergency Vehicular Access
- Minimize Impacts to the Community/Railroad
- Improve Safety at the Grade Crossing

→ Previous Alternatives Considered

- 2011 Project Study Report (4 Alternatives, Overpass vs Underpass)
- 2018 Project Concept Report (Connector Road, 4 Alternatives)
- 2019 Value Engineering Analysis



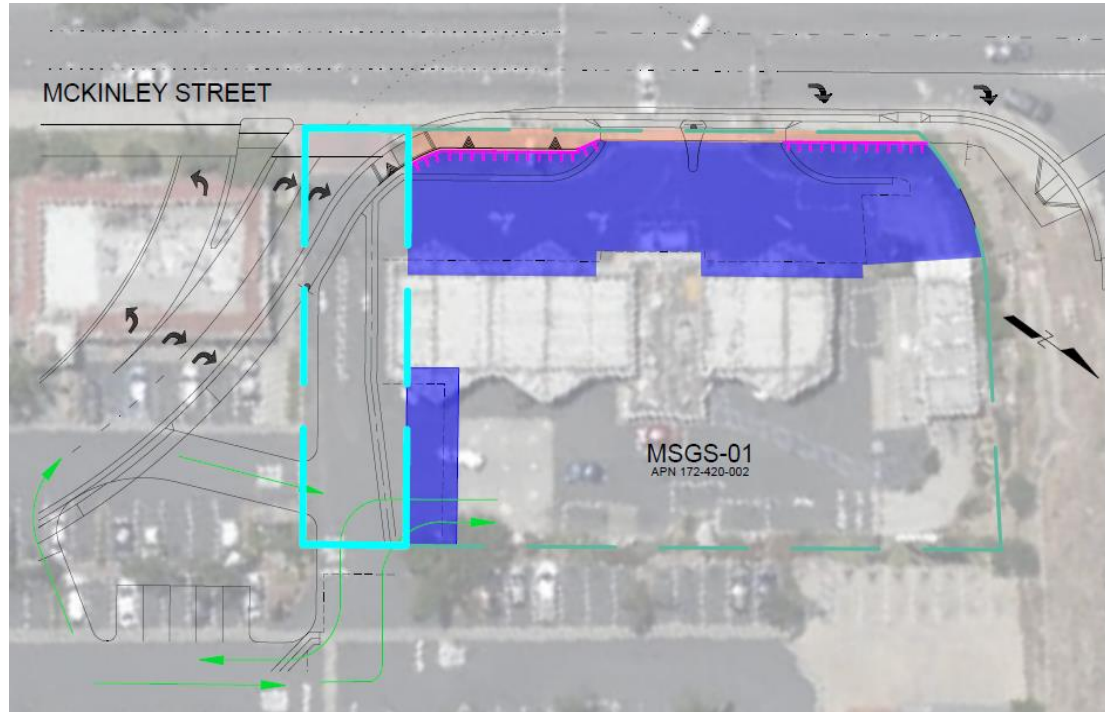
Project Overview



Project Overview



Royal Ridge Investments, Inc.



LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT, 8,578 SF
- FEE ACQUISITION, 831 SF
- INGRESS/EGRESS EASEMENT PATH OF TRAVEL
- ACCESS RIGHTS
- PROPERTY LINE
- RETAINING WALL
- EXISTING ACCESS EASEMENT

- Impacts/Interests Required
- Construction Duration
- Ingress / Egress Easement
- Access During & Post Construction

Royal Ridge Investments, Inc.

Property Owner Communications

→ Correspondence

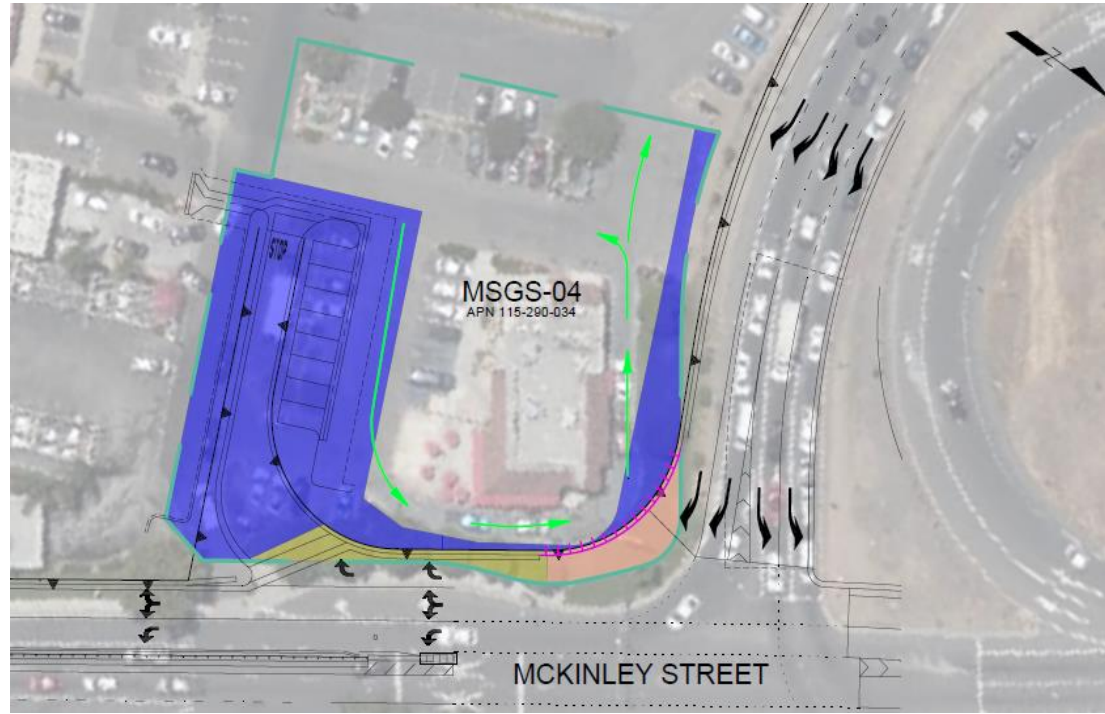
- Face to Face Meetings: 3
- Emails/Text: 7
- Phone Calls: 5

→ Negotiations Timeline

- Notice of Decision to Appraise Delivered December 17th, 2019
- Appraisal Site Inspection Occurred January 9th, 2019
- Offer Packages Presented March 26th, 2020
(Email/Call/In Person)



Goodell Properties, LLC



LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT, 13,228 SF
- FEE ACQUISITION, 1,007 SF
- ROADWAY EASEMENT, 947 SF
- DRIVE THRU ACCESS
- ACCESS RIGHTS
- RETAINING WALL
- PROPERTY LINE

- Impacts/Interests Required
- Construction Duration
- Access During Construction
- Retaining Walls / Parking Modifications
- Carl's Jr. Drive Thru Access

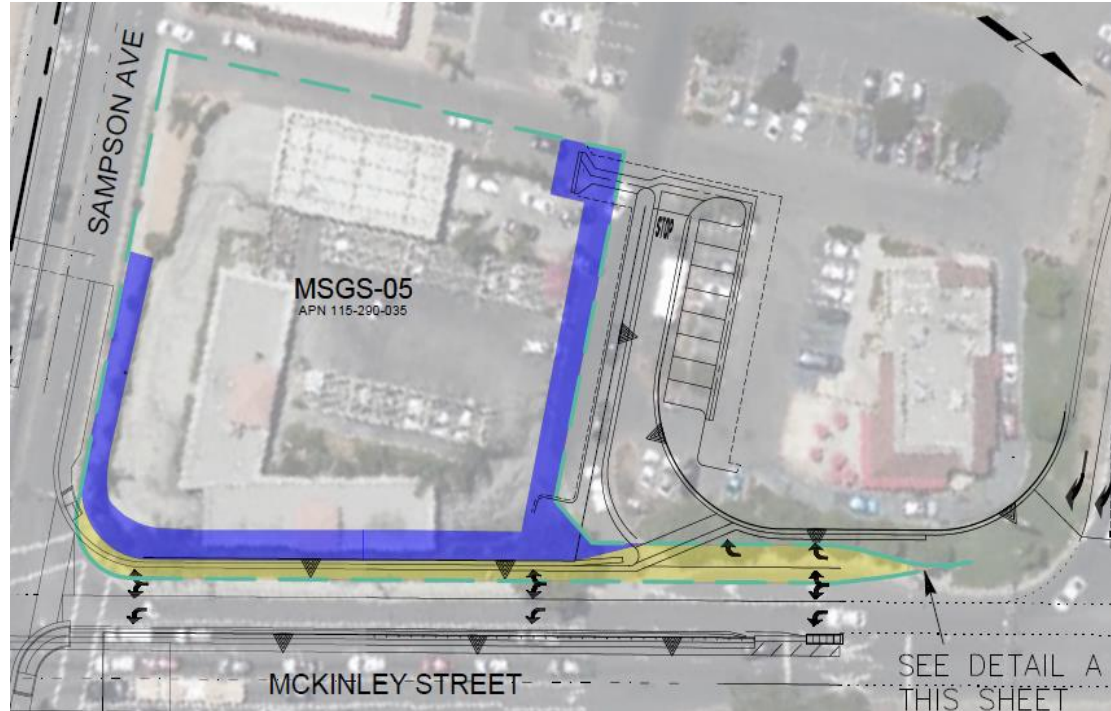
Goodell Properties, LLC

Property Owner Communications

- Correspondence w/ Goodell Properties, LLC
 - Face to Face Meetings: 1
 - Emails: 9
 - Phone Calls: 8
- Correspondence w/ Carl's Jr. Franchise Owner
 - Face to Face Meetings: 1
 - Emails: 4
- Negotiations Timeline
 - Notice of Decision to Appraise Delivered December 17th, 2019
 - Appraisal Site Inspection Occurred January 9th, 2019
 - Offer Packages Presented April 3rd, 2020 (FedEx/Call)



Quickies Car Wash / SJRK Investments, LLC

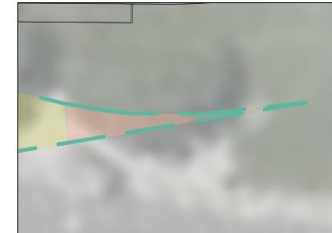


LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT, 4,680 SF
- ROADWAY EASEMENT, 3,508 SF
- FEE ACQUISITION, 6 SF
- PROPERTY LINE
- RETAINING WALL

- Impacts/Interests Required
- Construction Duration
- Access During and Post Construction

DETAIL A



Quickies Car Wash / SJRK Investments, LLC

Property Owner Communications

→ Correspondence

- Face to Face Meetings: 0
- Property Site Visit Attempts to Meet Owner: 4
- Phone Calls: 12+

→ Negotiations Timeline

- Notice of Decision to Appraise Delivered December 17th, 2019
- Appraisal Site Inspection Occurred January 9th, 2019
- Offer Packages Sent April 6th, 2020 (FedEx/Call)





www.CoronaCA.gov



City of Corona

400 S. Vicentia Ave.
Corona, CA 92882



Minutes - Draft

Wednesday, July 1, 2020

9:30 AM

Council Board Room 9:30 AM

Finance, Legislation & Economic Development

Committee

VICE MAYOR JACQUELINE SILLAS
COUNCIL MEMBER JASON SCOTT

CONVENE OPEN SESSION

The meeting was called to order at 9:32 a.m. by Vice Mayor Jacque Casillas with Council Member Jason Scott. In addition to the Committee Members, the following individuals were in attendance:

Jacob Ellis, City Manager
Jessica Gonzales, Economic Development Dir.
Tom Moody, General Manager
Kim Sitton, Acting Admin. Svcs, Dir.
Ryan Cortez, Economic Development Coordinator
Naomi Ramirez, Management Svcs. Asst.

Others Present:

Ken Brown, HdL
Scott Smith, CSG Advisors

COMMUNICATIONS FROM THE PUBLIC

None.

AGENDA ITEMS

1. Update of Sales Tax Information by HdL.
(Administrative Services Department)
Action: Information & Discussion

Attachments: [Sales Tax Update 07.01.20](#)

Mr. Ken Brown, HdL, provided the Committee with the Sales Tax Update for the first quarter of 2020. Mr. Brown shared background on the Executive Order N-40-20 issued by the Governor of California and the estimated impact on the City. He continued to provide the Committee with the first quarter regional report of cash receipts sales tax growth and the adjusted sales tax growth. Brown completed his presentation noting Corona's adjusted point-of-sale - sales tax trend. He noted a 9.1% increase over the past thirteen quarters.

The Committee thanked Mr. Brown for the update.

2. Discussion Regarding Debt Policy and Changes Related Land-Based Financing.
(Administrative Services Department)
Action: Information & Discussion

Attachments: [CFD Policy Presentation 07.01.20](#)

Mr. Scott Smith, CSG Advisors, presented the Committee with an update on the debt policy and consideration of changes related to land-based financing. Mr. Smith provided the Committee with background on City Council considerations in CFD Policymaking & Execution. He continued to provide the Committee with staff recommendations and provided feedback for each proposal.

The Committee was in favor of moving forward to present all four recommendations to City Council for review and approval.

3. Discussion Regarding Army Corps Lease for 2205 Railroad St.
(Department of Water and Power)
Action: Information & Discussion

Attachments: [WRF1 Lease Presentation 07.01.2020](#)

Mr. Tom Moody, General Manager, provided the Committee with an update for the Army Corps Lease for 2205 Railroad Street. Mr. Moody provided background on the previous agreement and the current status of the agreement. Mr. Moody then went through the lease options and provided staff recommendations.

The Committee was in favor of staff recommendations for an in-kind services agreement.

4. Economic Development Update.
(Management Services Department)
Action: Information & Discussion

Mr. Ryan Cortez, Economic Development Coordinator, gave a brief update on development activity within the City. Over the last 30 days, Mr. Cortez noted that the City had not received any new Worker Adjustment and Retraining Notifications for businesses making furloughs or layoffs related to COVID-19. Mr. Cortez pointed out that although unemployment for the City of Corona had risen to 13.4% as of May, Corona remained below both the Riverside County and Orange County average. Mr. Cortez noted that the Industrial market continues to perform well despite challenging economic conditions. In conjunction with in-house IT staff, Mr. Cortez shared that Economic Development staff continues to develop dashboards for each retail center, allowing brokers and site selectors to see up to date metrics. Mr. Cortez shared that the annual Industry Day with the Naval Surface Warfare Center plans to move to a virtual format with details to follow. Mr. Cortez concluded his presentation and introduced Jessica Gonzales, Economic Development Director.

Ms. Jessica Gonzales, Economic Development Director, shared her excitement to serve as Corona's Economic Development Director, provided a brief overview of her career background, and noted her commitment to fostering collaborative partnerships with the Corona community. Ms. Gonzales shared that she serves on the Executive Committee of the California Association for Local Economic Development and highlighted economic development initiatives in the Governor's Fiscal Year 2020-2021 budget. Ms. Gonzales provided the Committee with a brief overview of the budget's proposed entrepreneurial support and workforce development training programs that will be administered through the California Workforce Development Board. Ms. Gonzales indicated she would be collaborating with the Riverside County Workforce Development Board to effectively leverage these resources and position Corona's job seekers for new growth industries.

The Committee commended the staff for their efforts

ADJOURNMENT

The meeting was adjourned at 11:20 a.m.



Agenda Report

File #: 20-0632

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 07/15/2020

TO: Honorable Mayor and City Council Members

FROM: Management Services
Legal & Risk Management

SUBJECT:

City Council consideration of Resolutions Placing a Ballot Measure on the November 3, 2020 General Municipal Election Ballot to Establish Term Limits for City Council Members.

RECOMMENDED ACTION:

That the:

- a. City Council, consistent with its direction at the June 17, 2020 City Council meeting, review and consider adoption of Resolution No. 2020-090 calling for the placement of a measure on the November 3, 2020 general municipal election ballot to establish a lifetime limit of three terms for City Council Members;
- b. City Council, consistent with its direction at the June 17, 2020 City Council meeting, review and consider adoption of Resolution No. 2020-091 setting deadlines and rules for the submission of primary and rebuttal arguments for and against the proposed term limits measure; and
- c. City Council, consistent with its direction at the June 17, 2020 City Council meeting, review and consider adoption of Resolution No. 2020-092 requesting the County of Riverside to consolidate this election with the Statewide General Election also to be held on November 3, 2020.

ANALYSIS:

Government Code Section 36502(b) provides that the City may prospectively establish by ordinance

term limits for City Council Members, only if such ordinance is submitted to the electors of the City at a regularly scheduled election and a majority of the votes cast are in favor of the ordinance. The possibility of establishing a term limits ordinance for Corona elected officials was raised by some members of the public, and Vice Mayor Casillas requested the creation of an Ad Hoc Committee to discuss whether and to what extent such an ordinance should be drafted and placed on the November 2020 ballot.

The Ad Hoc Committee, made up of Vice Mayor Casillas and Council Member Scott, presented recommendations to the City Council at its meeting of June 17, 2020. Following discussions, a majority of the City Council directed staff to prepare documents for the Council's consideration which would be necessary to place a local measure on the November 2020 ballot to establish a lifetime limit of three (3) terms for City Council Members.

Please note that while the discussion documents presented at the June 17, 2020 City Council meeting also contemplated the possibility of term limits for the office of City Treasurer, the City Attorney has since come to the conclusion that a general law City does not have the legal authority to impose terms limits on its elected City Treasurer. Government Code Section 36502(b) applies only to the office of City Council Member and there is no similar statutory authority for the office of City Treasurer. Accordingly, the attached documents address term limits only for the office of City Council Member.

Resolution No. 2020-090 is the principal resolution which calls the election and places the term limits measure on the November 3, 2020 ballot. It contains the language of the proposed measure (and adopting ordinance) to be submitted to the voters and, among other things, directs the City Attorney to prepare an impartial analysis of the measure pursuant to California Code Section 9280.

Resolutions Nos. 2020-091 and 2020-092 are largely boilerplate resolutions to help set up the election on the measure. Resolution No. 2020-091 sets deadlines and rules for how and when interested persons may submit arguments for or against the proposed term limits measure. Resolution No. 2020-092 consolidates the City's term limits measure with the November Statewide General Election on November 3, 2020, effectively allowing the Riverside County Registrar of Voters to conduct the election on the City's behalf.

If the City Council wishes to place the proposed measure on the November ballot, the deadline to do so is eighty-eight (88) calendar days before the election (approximately August 7, 2020).

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The estimate provided by the County to the City Clerk for placing the measure on this November's ballot is between \$75,000 to \$85,000.

ENVIRONMENTAL ANALYSIS:

This action is exempt under the California Environmental Quality Act ("CEQA") Guidelines Section 15378(b)(5), which states that a project is exempt from CEQA if the activity relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of CEQA. The recommended action simply would place a proposed term limits measure on the November ballot, and there is no possibility that this action will have a significant effect on the environment. Therefore, no further environmental analysis is required.

PREPARED BY: DEAN DERLETH, CITY ATTORNEY/LRM DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Resolution No. 2020-090: Calling for the placement of a term limits measure on the November 3, 2020 general municipal election ballot (Ordinance No. 3317 Attached as Exhibit "A").
2. Resolution No. 2020-091: Setting deadlines and rules for the submission of primary and rebuttal arguments for and against the proposed term limits measure.
3. Resolution No. 2020-092: Requesting the County of Riverside to consolidate this election with the statewide general election also to be held on November 3, 2020.

RESOLUTION NO. 2020-090

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CORONA, CALIFORNIA CALLING FOR THE
PLACEMENT OF A MEASURE ON THE BALLOT FOR
THE NOVEMBER 3, 2020 GENERAL MUNICIPAL
ELECTION FOR THE SUBMISSION TO THE QUALIFIED
VOTERS OF AN ORDINANCE TO ESTABLISH A
LIFETIME LIMIT OF THREE TERMS FOR CITY
COUNCIL MEMBERS**

WHEREAS, the City of Corona is governed by a five-member elected City Council, whose members are elected by district in November of even-numbered years and serve staggered four-year terms; and

WHEREAS, the City does not currently limit the number of terms an individual may serve on the City Council; and

WHEREAS, pursuant to California Elections Code Section 9222, the City Council is authorized and desires to submit to the voters a measure that would establish a lifetime limit of three (3) terms on service as a City Council Member; and

WHEREAS, pursuant to California Government Code Section 36502(b), a term limit measure must be approved by a majority of the voters in the City at an election which must be consolidated with either the Statewide Primary Election or Statewide General Election; and

WHEREAS, the City is scheduled to hold a general municipal election on November 3, 2020 for the purpose of electing two members of the City Council from Districts 2 and 3 to new four-year terms and electing the City Treasurer for a new four-year term; and

WHEREAS, by separate resolution the City Council is also requesting to consolidate its general municipal election with the Statewide General Election to be held on November 3, 2020.

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

SECTION 1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

SECTION 2. Submission of Ballot Question and Measure. Pursuant to California Government Code Section 36502(b), California Elections Code Section 9222, and any other applicable requirements of the laws of the State of California relating to the City, the City Council hereby orders the ballot question provided for in Section 3 and the Measure provided for

in Section 4 to be submitted to the voters of the City at the general municipal election on Tuesday, November 3, 2020.

SECTION 3. Ballot Question. The City Council, pursuant to California Elections Code section 9222, hereby orders that the ballot question shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in this Section 3. On the ballot to be submitted to the qualified voters at the general municipal election to be held on Tuesday, November 3, 2020, in addition to any other matters required by law, there shall be printed substantially the following ballot question:

Shall a limit of three terms, whether served consecutively or not, be established for members of the City Council of the City of Corona as described in Ordinance No. 3317?	YES	
	NO	

SECTION 4. Ballot Measure; Printing. The text of the proposed Ordinance No. 3317 to be submitted to the voters is attached hereto as Exhibit “A” and incorporated herein by reference (“Measure”). The text of the Measure shall be printed in the voter information guide.

SECTION 5. Conduct of Election. The City Clerk is authorized, instructed, and directed to coordinate with the County Clerk – Registrar of Voters of the County of Riverside to procure and furnish any and all official ballots, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. City Attorney Impartial Analysis. Pursuant to Elections Code section 9280, the City Council hereby directs the City Clerk to transmit a copy of the Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on the existing law and the operation of the Measure, and transmit such impartial analysis to the City Clerk not later than the deadline for submittal of primary arguments for or against the Measure.

The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, nor in the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **“The above statement is an impartial analysis of Ordinance or Measure _____. If you desire a copy of the ordinance or measure, please call the Office of the City Clerk at (951) 736-2201 and a copy will be mailed at no cost to you.”**

SECTION 7. Notice of Election. Notice of the election is hereby given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 8. Filing with County. The City Clerk shall, not later than the 88th day prior to the general municipal election to be held on Tuesday, November 3, 2020, file with the Board of Supervisors and the County Clerk – Registrar of Voters of the County of Riverside, State of California, a certified copy of this Resolution.

SECTION 9. Public Examination. Pursuant to Elections Code section 9295, this Measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The City Clerk shall post notice in the Clerk's office of the specific dates that the examination period will run.

SECTION 10. CEQA Exemption. The City Council hereby finds and determines that the Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. Severability. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

SECTION 12. Effective Date. This Resolution shall become effective upon its adoption.

SECTION 13. Certification. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 15th day of July 2020.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

**EXHIBIT “A”
ORDINANCE NO. 3317**

[SEE ATTACHED TWO (2) PAGES]

ORDINANCE NO. 3317

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF CORONA,
CALIFORNIA TO AMEND CHAPTER 2.08 OF THE CORONA
MUNICIPAL CODE TO ESTABLISH A LIFETIME LIMIT OF
THREE TERMS FOR CITY COUNCIL MEMBERS PURSUANT
TO GOVERNMENT CODE SECTION 36502(B)**

WHEREAS, pursuant to Government Code Sections 36502(b), the City Council of the City of Corona (“City”) is proposing that the voters of the City consider whether to impose term limits on the office of City Council Members; and

WHEREAS, this proposal is submitted for approval of the voters of the City.

**NOW THEREFORE, THE PEOPLE OF THE CITY OF CORONA DO
ORDAIN AS FOLLOWS:**

SECTION 1. City Council Term Limits. Section 2.08.180 (Term Limits) is hereby added to Chapter 2.08 (City Council) of the Corona Municipal Code to read as follows:

“2.08.180 Term Limits.

Pursuant to Government Code Section 36502(b), term limits are imposed upon persons serving on the City Council as follows:

A. As further provided in Section (B) below, no person shall be eligible for nomination and/or election to more than three (3) terms of office as a City Council Member, whether by election or appointment and whether served consecutively or not.

B. As used herein, a term of office shall include any term as City Council Member which commences on or after November 3, 2020, whether by election or appointment, and which lasts for two (2) years and one (1) day or more. Notwithstanding the foregoing, any person who resigns their office as a City Council Member shall be deemed to have served a full term of office regardless of when during their term of office their resignation becomes effective.

C. If a person is ineligible to hold office as a City Council Member pursuant to this Section, the City Clerk must reject, refuse to accept for filing, and otherwise refuse to process any nominating papers or other equivalent declaration of candidacy that is required or authorized by law for that person, including, without limitation, as a write-in candidate.

D. As provided for in Section (B) above, this Section applies prospectively only, meaning that only terms of office commencing on or after November 3, 2020 shall be counted towards the term limit calculation.

E. The City Council may, by majority vote of its membership, make non-substantive revisions to this Section 2.08.180 in order to implement its substantive provisions, provided that such revisions are consistent with and further the purposes and intent of the voters in approving the Ordinance which adopted this Section.”

SECTION 2. Broadly Construed; Conflicting Laws. To the fullest extent allowed by law, this Ordinance shall be broadly construed in order to achieve its purposes, and the provisions of this Ordinance shall prevail over and supersede all other provisions of the Corona Municipal Code and any ordinances, resolutions or other City laws, rules or regulations which are in conflict with this Ordinance.

SECTION 3. Severability. If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 4. Effective Date. If a majority of the voters voting at an election on this Ordinance approve this Ordinance, it shall take effect ten (10) calendar days following the City Council’s final certification of the election results, as required by California Elections Code Section 9217. The Mayor shall thereafter sign this Ordinance and the City Clerk shall attest thereto.

PASSED, APPROVED AND ADOPTED by the voters at the general municipal election on November 3, 2020. Election results were certified by the Corona City Council on the [INSERT DATE] day of [INSERT MONTH], 2020.

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 15th day of July 2020, 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 15th day of July 2020.

City Clerk of the City of Corona, California

(SEAL)

RESOLUTION NO. 2020-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING A CITY MEASURE TO BE SUBMITTED AT THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION (TERM LIMITS)

WHEREAS, a General Municipal Election is to be held in the City of Corona, California on November 3, 2020, at which there will be submitted to the voters the following measure:

Shall a limit of three terms, whether served consecutively or not, be established for members of the City Council of the City of Corona as described in Ordinance No. 3317?	YES	
	NO	

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

SECTION 1. Primary Arguments. That the City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, and to change the argument until and including the date fixed below by the City Clerk, after which no arguments for or against the City measure may be submitted to the City Clerk.

The deadline to submit arguments for or against the City measure pursuant to this Resolution is declared by the City Clerk to be **Friday, August 14, 2020, at 5:00 p.m.** Each argument shall not exceed 300 words and shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

SECTION 2. Rebuttal Arguments. Pursuant to Section 9285 of the Elections Code of the State of California, when the City Clerk has selected the primary arguments for and against the City measure which will be printed and distributed to the voters, the Clerk shall send copies of the primary argument in favor of the measure to the authors of the primary argument against, and copies of the primary argument against to the authors of the primary argument in

favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than **Monday, August 24, 2020, at 5:00 p.m.** Rebuttal arguments shall be printed in the same manner as the primary arguments. Each rebuttal argument shall immediately follow the primary argument which it seeks to rebut.

SECTION 3. Prior Resolutions. That all previous resolutions providing for the filing of primary and rebuttal arguments related to City measures are repealed with respect to this measure.

SECTION 4. November 3, 2020 Election. That the provisions of Sections 1 and 2 shall apply only to the election to be held on November 3, 2020 and shall then be repealed.

SECTION 5. Effective Date. This Resolution shall become effective upon its adoption.

SECTION 6. Certification. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 15th day of July 2020.

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 15th day of July 2020, 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 15th day of July 2020.

City Clerk of the City of Corona, California

(SEAL)

RESOLUTION NO. 2020-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO ELECTIONS CODE SECTION 10403 (TERM LIMITS)

WHEREAS, on July 15, 2020, the City Council of the City of Corona adopted Resolution No. 2020-090, calling a General Municipal Election to be held on November 3, 2020; for the purpose of submitting to the voters the question relating to proposed term limits for City Council Members; and

WHEREAS, it is therefore desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the election department of the County of Riverside canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

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

SECTION 1. Request for Consolidation. Pursuant to the requirements of Elections Code section 10403, the Board of Supervisors of the County of Riverside is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2020, for the purpose of submitting to the voters the following question relating to proposed term limits for City Council Members.

SECTION 2. Measure Language. A measure is to appear on the ballot as follows:

Shall a limit of three terms, whether served consecutively or not, be established for members of the City Council of the City of Corona as described in Ordinance No. 3317?	YES	
	NO	

SECTION 3. Canvass of Returns. The County election department is authorized to canvass the returns and perform all other proceedings incidental to and connected with the General Municipal Election. The Election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. Pursuant to Elections Code sections 10403

and 10418, the election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election.

SECTION 4. Necessary Steps. The Board of Supervisors is requested to issue instructions to the County election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 5. Costs. The City Council determines and declares that the City will pay to the County the reasonable and actual expenses incurred by the County by the consolidation of the General Municipal Election with the Statewide General Election. The City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill. The City Manager of the City of Corona is authorized and directed to pay for the expenses incurred after receiving a statement from the County of Riverside.

SECTION 6. Filing of Resolution. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the election department of the County of Riverside.

SECTION 7. Effective Date. This Resolution shall become effective upon its adoption.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 15th day of July 2020.

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 15th day of July 2020, 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 15th day of July 2020.

City Clerk of the City of Corona, California

(SEAL)



Agenda Report

File #: 20-0636

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 07/15/2020

TO: Honorable Mayor and City Council Members

FROM: Management Services

SUBJECT:

City Council consider Adoption of Resolutions Placing a General Tax Measure on the November 3, 2020 General Municipal Election Ballot to Establish a 1 Percent General Transactions and Use (Sales) Tax.

RECOMMENDED ACTION:

That the:

- a. City Council consider adoption of Resolution No. 2020-093 calling for the placement of a 1 percent general transactions and use (sales) tax measure on the November 3, 2020 General Municipal Election Ballot;
- b. City Council consider adoption of Resolution No. 2020-094 setting deadlines and rules for the submission of primary and rebuttal arguments for and against the proposed sales tax measure; and
- c. City Council consider adoption of Resolution No. 2020-095 requesting the County of Riverside to consolidate this election with the Statewide General Election also to be held on November 3, 2020.

Please note that these resolutions must be approved by a two-thirds (2/3) vote of the membership of the City Council.

ANALYSIS:

For years, the State of California has shifted the responsibility for many programs to local cities like Corona without the necessary funding to pay for them. Over the past five years alone, the State has taken tens of millions of dollars from the City's budget, impacting City services our residents have indicated are important.

Corona has diligently cut costs and reduced services to keep our budget balanced and has striven to minimize the impacts on City services to our residents. However, the emergence of the COVID-19 pandemic has placed additional strain on the City's budget and increased the need for City services, including 911 emergency response, cleaning and maintaining public areas, addressing homelessness, and assisting local businesses. Because of past budget reductions, the City cannot fund all of these services without additional revenue.

Service reductions are particularly concerning in the area of public health, safety, and emergency response. The Corona Fire Department received over 9,000 calls for emergency medical and rescue services last year alone. But, according to reports, due to budget cuts, medical response times are longer than national standards about 20 percent of the time, and the Fire Department's 911 dispatch response time is more than twice the national standard.

Additionally, local firefighters and paramedics are using aging technology, equipment, breathing apparatuses and protective clothing. Additional funding would allow the City to restore staffing levels to our local emergency communications center, public safety dispatch, firefighters and paramedics in our community, and upgrade aging equipment and tools firefighters and paramedics use every day to respond to medical emergencies, house fires and wildfires in our community.

Additional funding would also allow the City to address the increase in homelessness and panhandling citywide, connect people experiencing homelessness to local and regional services, and fund trained professionals to interact with those experiencing homelessness and mental illness to address the safety and security of our neighborhoods, parks, business districts and other public areas.

Finally, there is not funding available to address these items, as well as other priorities expressed by the community, including local business assistance, cleaning and maintaining public areas and maintaining local police services. The City must make some difficult choices and wanted the community to guide those choices.

Earlier this year the City engaged polling professional FM3 to conduct a resident satisfaction survey, to identify resident priorities, among other things. Some of the top priorities identified by residents included maintaining local paramedic services and 911 emergency response, keeping taxpayer dollars local, recruiting and retaining qualified police officers, keeping public areas safe and clean, addressing homelessness, assisting small businesses, and coordinating with county and regional first responders to prepare for and respond to medical emergencies.

Corona continued outreach to residents to obtain additional feedback. From April-June of this year, the City engaged in a two-way conversation with residents via phone, mail, digital outreach as well

as 'in person' zoom meetings with community organizations to obtain additional feedback from residents. We thank the over 2,000 residents who have provided feedback to date.

Based upon the community outreach, residents continued to tell the City that they want City services funded. However, the City does not currently have the funding to do so.

On July 1, 2020, the City Manager provided a presentation to the City Council on the economic realities that the City is facing and an analysis of the options available to the City, including reducing costs/services and increasing revenue. At the conclusion of the City Manager's presentation, the City Council indicated support for staff to prepare documents for the Council's consideration which would be necessary to place a local revenue measure on the November 2020 ballot, thus allowing the community to decide whether such a measure is needed to fund the priorities that the community has identified as important.

California Elections Code Section 9222 and Revenue and Taxation Code Section 7285.9 authorize the City Council to place a general transactions and use (sales) tax measure on the ballot for consideration by the voters. California Constitution Article XIII C, Section 2 (Proposition 218) requires that the voters approve such general tax by majority vote.

Attached are the three resolutions, *which the Council must adopt by a 2/3 vote, to place the measure on the ballot.*

Resolution No. 2020-093 is the principal resolution which calls the election and places the measure on the November 3, 2020 ballot. It contains the language of the proposed sales tax measure (and adopting ordinance) to be submitted to the voters and directs the City Attorney to prepare an impartial analysis of the measure pursuant to California Elections Code Section 9280. It is noted that because the California Department of Tax and Fee Administration (CDTFA - formerly known as the Board of Equalization) collects and administers local sales taxes, any draft local sales tax measure must be reviewed and approved by CDTFA before placement on the ballot. The City has been in contact with CDTFA and secured their written approval of the tax measure's language last week.

Resolution No. 2020-094 and 2020-095 are largely boilerplate resolutions to help set up the election on the measure. One resolution consolidates the City's sales tax measure with the November Statewide General Election on November 3, 2020, effectively allowing the Riverside County Registrar of Voters to conduct the election on the City's behalf. The other resolution sets deadlines and rules for how and when interested persons may submit arguments for or against the proposed City sales tax measure.

Under California Proposition 218, the upcoming November 3, 2020 Municipal General Election is an appropriate date to place a local, general tax measure on the ballot. Pursuant to California Government Code Section 53724(b) (Propositions 62) and Revenue and Taxation Code Section 7285.9, a two-thirds vote of the membership of the City Council is required to adopt these resolutions.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

If approved by a majority of the voters, this City sales tax increase is estimated to provide an additional \$30,000,000 annually to the City's General Fund. The estimate provided by the County to the City Clerk for placing the measure on this November's ballot is between \$39,000 to \$49,000.

ENVIRONMENTAL ANALYSIS:

This action is exempt under the California Environmental Quality Act ("CEQA") Guidelines Section 15378(b)(5), which states that a project is exempt from CEQA if the activity relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of CEQA. The recommended action simply would place a proposed sales tax measure on the November ballot, and there is no possibility that this action will have a significant effect on the environment. Therefore, no further environmental analysis is required.

PREPARED BY: DEAN DERLETH, CITY ATTORNEY/LRM DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Resolution No. 2020-093: Calling for the placement of a 1 percent general transactions and use (sales) tax measure on the November 3, 2020 general municipal election ballot.
2. Resolution No. 2020-094: Setting deadlines and rules for the submission of primary and rebuttal arguments for and against the proposed sales tax measure.
3. Resolution No. 202-095: Requesting the County of Riverside to consolidate this election with the statewide general election also be held on November 3, 2020.

RESOLUTION NO. 2020-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE BALLOT FOR THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF AN ORDINANCE TO ENACT A GENERAL TRANSACTIONS AND USE TAX (SALES TAX) AT THE RATE OF ONE CENT (1¢)

WHEREAS, the state continues to shift responsibility for many programs to cities like the City of Corona (“City”) without the funding to pay for them, and in the last five years alone has taken tens of millions of dollars from the City’s budget, impacting City services our residents have indicated are important; and

WHEREAS, Corona residents continue to rely on City services, including 911 emergency response and emergency medical services; and

WHEREAS, additional funding would allow the City to be better prepared for and recover from any medical or catastrophic emergency, including preparing our local Police and Fire Departments, paramedics, updating emergency communications systems, and maintaining 911 response times; and

WHEREAS, this measure includes accountability provisions, including public disclosure of all spending and annual financial audits, and would be a dedicated source of local funding for City services that could not be taken by the State or County; and

WHEREAS, according to reports, due to budget cuts, medical response times are longer than national standards about 20% of the time, the Fire Department’s 911 dispatch response time is more than twice the national standard, and local firefighters and paramedics are using aging technology, equipment, breathing apparatuses, and protective clothing, even as the Corona Fire Department received over 9,000 calls for emergency medical and rescue services last year; and

WHEREAS, additional funding would allow the City to restore staffing levels to our local emergency communications center, public safety dispatch, firefighters and paramedics in our community, and upgrade aging equipment and tools firefighters and paramedics use every day to respond to medical emergencies, house fires and wildfires in our community; and

WHEREAS, additional funding would allow the City to address the increase in homelessness and panhandling citywide, connect people experiencing homelessness to local and regional services, and fund trained professionals to interact with those experiencing homelessness and mental illness to address the safety and security of our neighborhoods, parks, business districts and other public areas; and

WHEREAS, in the past, Corona has not been able to rely upon the State or County to fund local services or help our economy recover; and

WHEREAS, this measure would provide a local source of funding to maintain City services our community has indicated are important, including maintaining local paramedic services and 911 emergency response times, keeping taxpayer dollars local, recruiting and retaining qualified police officers, cleaning and maintaining public areas, addressing homelessness, assisting small businesses, and coordinating with county and regional first responders to prepare for and respond to medical emergencies; and

WHEREAS, the City Council of the City is authorized to levy a Transactions and Use Tax (“sales tax”) for general purposes pursuant to California Revenue and Taxation Code section 7285.9, subject to approval by a majority vote of the electorate pursuant to Article XIII C, section 2 of the California Constitution (“Proposition 218”); and

WHEREAS, pursuant to California Elections Code section 9222, the City Council has authority to place local measures on the ballot to be considered at a Municipal Election; and

WHEREAS, the City Council would like to submit to the voters at the November 3, 2020 General Municipal Election a measure enacting a general sales tax at a rate of one cent (1¢) on the sale and/or use of all tangible personal property sold at retail in the City until it is ended by voters, as more specifically set forth in the attached proposed ordinance adding Chapter 3.30 to Title 3 of the City’s Municipal Code; and

WHEREAS, the one cent (1¢) sales tax is a general tax, the revenue of which will be placed in the City’s general fund and will be used to pay for important general City services; and

WHEREAS, on November 6, 1996, the voters of the State of California approved Proposition 218, an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election; and

WHEREAS, pursuant to Proposition 218 (California Constitution, Article XIII C, § 2(b)), the general rule is that any local election for the approval of an increase to a general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government; and

WHEREAS, the City is scheduled to hold a general municipal election on November 3, 2020 for the purpose of electing two members of the City Council from Districts 2 and 3 to new four-year terms and electing the City Treasurer for a new four-year term; and

WHEREAS, by separate resolution the City Council is also requesting to consolidate its general municipal election with the Statewide General Election to be held on November 3, 2020; and

WHEREAS, pursuant to Government Code section 53724 (“Proposition 62”) and Revenue and Taxation Code section 7285.9, a two-thirds (2/3) vote of all members of the City Council is required to place the Measure on the November 3, 2020 ballot; and

WHEREAS, the ordinance to be considered by the qualified voters and the terms of approval, collection and use of the general sales tax are described and provided for in the ordinance/measure attached hereto as Exhibit “A” (the “Measure”) and by this reference made an operative part hereof, in accordance with all applicable laws.

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

SECTION 1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

SECTION 2. Submission of Ballot Question and Measure. Pursuant to California Elections Code section 9222, Government Code section 53724, Revenue and Taxation Code section 7285.9 and any other applicable requirements of the laws of the State of California relating to the City, the City Council, **by a two-thirds (2/3) vote of all members**, hereby orders the ballot question provided for in Section 3 and the Measure provided for in Section 4 to be submitted to the voters of the City at the General Municipal Election to be held on **Tuesday, November 3, 2020.**

SECTION 3. Ballot Question. The City Council, pursuant to California Elections Code section 9222, hereby orders that the ballot question shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in this Section 3. On the ballot to be submitted to the qualified voters at the General Municipal Election to be held on Tuesday, November 3, 2020, in addition to any other matters required by law, there shall be printed substantially the following ballot question:

“CITY OF CORONA ECONOMIC RECOVERY, PUBLIC SAFETY, CITY SERVICES MEASURE: To maintain local 9-1-1 emergency response, police, fire protection, paramedic services, address homelessness, public health and natural disaster preparedness; assist local small businesses; clean/maintain public areas; reduce traffic impacts; and maintain other general services, shall a measure establishing a 1¢ sales tax providing approximately \$30,000,000 annually until ended by voters be adopted, requiring public disclosure of spending, no money for County/State, all funds staying local?”	YES
	NO

SECTION 4. Ballot Measure; Printing. The text of the proposed Ordinance No. 3318 to be submitted to the voters and the terms of approval, collection and use of the general sales tax are described and provided for in Exhibit “A” attached hereto and incorporated herein by reference (“Measure”). The full text of the Measure shall not be printed in the voter information guide, and a statement shall be printed on the ballot pursuant to Elections Code section 9223 advising voters that they may obtain a copy of this Resolution and the Measure, at no cost, upon request made to the City Clerk.

SECTION 5. Conduct of Election. The City Clerk is authorized, instructed, and directed to coordinate with the County Clerk – Registrar of Voters of the County of Riverside to procure and furnish any and all official ballots, printed matter and all supplies, equipment and

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paraphernalia that may be necessary in order to properly and lawfully conduct the election. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. City Attorney Impartial Analysis. Pursuant to Elections Code section 9280, the City Council hereby directs the City Clerk to transmit a copy of the Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on the existing law and the operation of the Measure, and transmit such impartial analysis to the City Clerk not later than the deadline for submittal of primary arguments for or against the Measure.

The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, nor in the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **“The above statement is an impartial analysis of Ordinance or Measure _____. If you desire a copy of the ordinance or measure, please call the Office of the City Clerk at (951) 736-2201 and a copy will be mailed at no cost to you.”**

SECTION 7. Notice of Election. Notice of the election is hereby given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 8. Filing with County. The City Clerk shall, not later than the 88th day prior to the General Municipal Election to be held on Tuesday, November 3, 2020, file with the Board of Supervisors and the County Clerk – Registrar of Voters of the County of Riverside, State of California, a certified copy of this Resolution.

SECTION 9. Public Examination. Pursuant to Elections Code section 9295, this Measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The City Clerk shall post notice in the Clerk’s office of the specific dates that the examination period will run.

SECTION 10. CEQA Exemption. The City Council hereby finds and determines that the Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. Severability. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

SECTION 12. Effective Date. This Resolution shall become effective upon its adoption.

SECTION 13. Certification. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 15th day of July 2020.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

EXHIBIT “A”

**ORDINANCE NO. 3318
TRANSACTIONS AND USE TAX ORDINANCE**

[SEE ATTACHED NINE (9) PAGES]

ORDINANCE NO. 3318

AN ORDINANCE OF THE PEOPLE OF THE CITY OF CORONA, CALIFORNIA, ADDING CHAPTER 3.30 TO TITLE 3 OF THE CORONA MUNICIPAL CODE TO ENACT A ONE-CENT (1¢) GENERAL TRANSACTIONS AND USE TAX (SALES TAX) TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, pursuant to California Revenue and Taxation Code section 7285.9 the City of Corona (“City”) is authorized to levy a Transactions and Use Tax for general purposes, subject to majority voter approval; and

WHEREAS, the People of the City desire to levy a Transactions and Use Tax for general purposes until repealed to fund important general City services, at a rate of one cent (1¢); and

WHEREAS, if approved by the City Council and Corona voters, the Transactions and Use Tax Ordinance will be incorporated into Chapter 3.30 of Title 3 of the Corona Municipal Code.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF CORONA DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Title and Text. This Ordinance shall be known as the Corona Transactions and Use Tax Ordinance, the full text of which is set forth in Attachment “1” attached hereto and incorporated herein by reference.

SECTION 2. Approval by the City Council. Pursuant to California Government Code section 53724 and Revenue and Taxation Code section 7285.9, this Ordinance was duly approved for placement on the ballot by a minimum two-thirds (2/3) supermajority of all members of the City Council on July 15, 2020.

SECTION 3. Approval by the Voters. Pursuant to California Elections Code section 9217, this Ordinance shall be deemed adopted and take effect only if approved by a majority of the eligible voters of the City of Corona voting at the General Municipal Election of November 3, 2020. It shall be deemed adopted when the City Council has certified the results of that election by resolution and shall take effect ten (10) days thereafter.

SECTION 4. Operative Date. “Operative Date” for the Transactions and Use Tax means the first day of the first calendar quarter commencing more than 110 days after the date this Ordinance is adopted, as set forth in Section 3 above.

SECTION 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

PASSED, APPROVED and ADOPTED by the voters at the general municipal election on November 3, 2020. Election results were certified by the Corona City Council on the [INSERT DATE] day of [INSERT MONTH], 2020.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

ATTACHMENT “1”

CHAPTER 3.30 – TRANSACTIONS AND USE TAX

[SEE ATTACHED SIX (6) PAGES]

CHAPTER 3.30 - TRANSACTIONS AND USE TAX

Sections:

- 3.30.010 - Purpose.**
- 3.30.020 - Contract With State.**
- 3.30.030 - Transactions Tax Rate.**
- 3.30.040 - Place of Sale.**
- 3.30.050 - Use Tax Rate.**
- 3.30.060 - Adoption of Provisions of State Law.**
- 3.30.070 - Limitations on Adoption of State Law and Collection of Use Taxes.**
- 3.30.080 - Permit Not Required.**
- 3.30.090 - Exemptions and Exclusions.**
- 3.30.100 - Amendments.**
- 3.30.110 - Enjoining Collection Forbidden.**
- 3.30.120 - Duration of Tax**

Sections:

3.30.010 Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
- B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
- D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record-keeping upon persons subject to taxation under the provisions of this ordinance.

3.30.020 Contract With State.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.30.030 Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one percent (1%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.30.040 Place of Sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.30.050 Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one percent (1%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.30.060 Adoption of Provisions of State Law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.30.070 Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:
1. The word “State” is used as a part of the title of the State Controller, State Treasurer, California Victim Compensation Board, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;
 2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.
 3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
 4. In reference to Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word “city” shall be substituted for the word “state” in the phrase “retailer engaged in business in this state” in Section 6203 of the Revenue and Taxation Code and in the definition of that phrase in Section 6203.
1. “A retailer engaged in business in the District” shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.30.080 Permit not Required.

If a seller’s permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor’s permit shall not be required by this ordinance.

3.30.090 Exemptions and Exclusions.

- A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
 - 1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
 - 2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:
 - a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and
 - b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
 - 3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
 - 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.
 - 5. For the purposes of subparagraphs (3) and (4) of this subsection, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease

has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.
5. For the purposes of subparagraphs (3) and (4) of this subsection, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section

9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

- D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for, a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.30.100 Amendments.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.30.110 Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.30.120 Duration of Tax.

The tax imposed by this chapter shall continue until this ordinance is repealed.

RESOLUTION NO. 2020-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING A CITY MEASURE TO BE SUBMITTED AT THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION (SALES TAX)

WHEREAS, a General Municipal Election is to be held in the City of Corona, California on November 3, 2020, at which there will be submitted to the voters the following measure:

“CITY OF CORONA ECONOMIC RECOVERY, PUBLIC SAFETY, CITY SERVICES MEASURE: To maintain local 9-1-1 emergency response, police, fire protection, paramedic services, address homelessness, public health and natural disaster preparedness; assist local small businesses; clean/maintain public areas; reduce traffic impacts; and maintain other general services, shall a measure establishing a 1¢ sales tax providing approximately \$30,000,000 annually until ended by voters be adopted, requiring public disclosure of spending, no money for County/State, all funds staying local?”	Yes
	No

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

SECTION 1. Primary Arguments. That the City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, and to change the argument until and including the date fixed below by the City Clerk, after which no arguments for or against the City measure may be submitted to the City Clerk.

The deadline to submit arguments for or against the City Measure pursuant to this Resolution is declared by the City Clerk to be **Friday, August 14, 2020, at 5:00 p.m.** Each argument shall not exceed 300 words and shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

SECTION 2. Rebuttal Arguments. Pursuant to Section 9285 of the Elections Code of the State of California, when the City Clerk has selected the primary arguments for and

against the City Measure which will be printed and distributed to the voters, the Clerk shall send copies of the primary argument in favor of the Measure to the authors of the primary argument against, and copies of the primary argument against to the authors of the primary argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than **Monday, August, 24, 2020, at 5:00 p.m.** Rebuttal arguments shall be printed in the same manner as the primary arguments. Each rebuttal argument shall immediately follow the primary argument which it seeks to rebut.

SECTION 3. Prior Resolutions. That all previous resolutions providing for the filing of primary and rebuttal arguments related to City measures are repealed with respect to this measure.

SECTION 4. November 3, 2020 Election. That the provisions of Sections 1 and 2 shall apply only to the election to be held on November 3, 2020, and shall then be repealed.

SECTION 5. Effective Date. This Resolution shall become effective upon its adoption.

SECTION 6. Certification. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 15th day of July 2020.

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 15th day of July 2020, 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 15th day of July 2020.

City Clerk of the City of Corona, California

(SEAL)

RESOLUTION NO. 2020-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO ELECTIONS CODE SECTION 10403 (SALES TAX)

WHEREAS, on July 15, 2020, the City Council of the City of Corona adopted Resolution No. 2020-093 calling a General Municipal Election to be held on November 3, 2020; for the purpose of submitting to the voters the question relating to the Transactions and Use Tax; and

WHEREAS, it is therefore desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the election department of the County of Riverside canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

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

SECTION 1. Request for Consolidation. Pursuant to the requirements of Elections Code section 10403, the Board of Supervisors of the County of Riverside is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2020, for the purpose of submitting to the voters the following question relating to the Transactions and Use Tax.

SECTION 2. Measure Language. A measure is to appear on the ballot as follows:

“CITY OF CORONA ECONOMIC RECOVERY, PUBLIC SAFETY, CITY SERVICES MEASURE: To maintain local 9-1-1 emergency response, police, fire protection, paramedic services, address homelessness, public health and natural disaster preparedness; assist local small businesses; clean/maintain public areas; reduce traffic impacts; and maintain other general services, shall a measure establishing a 1¢ sales tax providing approximately \$30,000,000 annually until ended by voters be adopted, requiring public disclosure of spending, no money for County/State, all funds staying local?”	Yes
	No

SECTION 3. Canvass of Returns. The County election department is authorized to canvass the returns and perform all other proceedings incidental to and connected with the General Municipal Election. The Election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. Pursuant to Elections Code sections 10403 and 10418, the election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election.

SECTION 4. Necessary Steps. The Board of Supervisors is requested to issue instructions to the County election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 5. Costs. The City Council determines and declares that the City will pay to the County the reasonable and actual expenses incurred by the County by the consolidation of the General Municipal Election with the Statewide General Election. The City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill. The City Manager of the City of Corona is authorized and directed to pay for the expenses incurred after receiving a statement from the County of Riverside.

SECTION 6. Filing of Resolution. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the election department of the County of Riverside.

SECTION 7. Effective Date. This Resolution shall become effective upon its adoption.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 15th day of July 2020.

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 15th day of July 2020, 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 15th day of July 2020.

City Clerk of the City of Corona, California

(SEAL)