

City of Corona

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

City Council Meeting Final Agenda

Wednesday, November 17, 2021

**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**

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

CONVENE CLOSED SESSION

1. **CLOSED SESSION** - [CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Government Code Section 54956.9\(d\)\(1\)](#)
[Name of Case: City of Corona v. Sun Gyu Kang, et al.](#)
[Case Number: Riverside County Superior Court Case No. RIC 2003362](#)

CITY COUNCIL**INVOCATION - Rachel Tucker, The Church of Jesus Christ of Latter Day Saints**

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 - Cub Scout Pack 251**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

2. [Proclamation: National Small Business Saturday.](#)
3. [Presentation: McKinley Street Grade Separation Project Update.](#)
4. [Presentation: Covid-19 Update.](#)

MEETING MINUTES

5. **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 October 27, 2021.](#)
6. **MINUTES** - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority City Council Meeting of November 3, 2021.](#)

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.

7. **FINANCIAL REPORT** - [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority to receive and file the Monthly Investment Portfolio Report for the month of September 2021.](#)
8. **FINANCIAL REPORT** - [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority to receive and file the Monthly Fiscal Report for the month of September 2021.](#)
9. **LEGISLATIVE MATTER - SECOND READING** - [City Council adoption of Ordinance No. 3338, second reading of an Ordinance of the City of Corona, California, amending Chapter 8.20 of the Corona Municipal Code relating to Solid Waste Handling, Organics Recycling, and Edible Food Recovery.](#)
10. **AGREEMENT** - [Consent to Master Sub-Lease Holder Diamond Aero Corporation to sublet space to Top Flight Aviation Company to operate a flight training and aircraft rental business at the Corona Municipal Airport.](#)

That the City Council consent to the request from Diamond Aero Corporation to sublet space to Top Flight Aviation Company and authorize staff to assist in furtherance of this consent to obtain approval from the United States Army Corps of Engineers.
11. **AGREEMENT** - [Amendment No. 1 to the Water Sale Agreement between the City of Corona and the Home Gardens County Water District.](#)

That the:

- a. City Council approve and authorize the City Manager, or his designee, to execute Amendment No. 1 to the Water Sale Agreement between the City of Corona and Home Gardens County Water District.
- b. City Council authorize the City Manager, or his designee, to negotiate and execute any additional extensions and amendments to the Agreement which are either non-substantive or otherwise in compliance with the City Council's actions hereunder, including the determination and implementation of any termination or mutually acceptable extension to the Agreement.

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

12. BID & PURCHASE - [Award of Contract to Walsh Construction Company II, LLC. and Appropriation of Additional Funding from Various Agencies for the Construction of the McKinley Street Grade Separation Project.](#)

That the City Council:

- a. Adopt the Plans and Specifications for the McKinley Street Grade Separation Project, Project No. 2012-12, Notice Inviting Bids 22-020CA.
- b. Award Notice Inviting Bids 22-020CA for the McKinley Street Grade Separation Project to Walsh Construction Company II, LLC, of Corona, CA, as the lowest responsive, responsible bidder, for the total not to exceed amount of \$60,899,929, waive all minor bidding irregularities discussed in the Analysis section; and determine that steel fabrication is considered a materials supplier and not a subcontractor as defined as subcontracting or subletting per the California Subletting and Subcontracting Fair Practices Act (Chapter 4 of the California Public Contract Code).
- c. Authorize the City Manager, or his designee, to execute a contract with Walsh Construction Company II, LLC, for \$60,899,929.
- d. Authorize the City Manager, or his designees, to negotiate and execute non-substantive extensions, change orders, and amendments up to 10% or \$6,090,000 as authorized in Corona Municipal Code Section [3.08.050\(H\)](#).
- e. Authorize the Purchasing Manager to issue a Purchase Order to Walsh Construction Company II, LLC, in the amount of \$60,899,929.
- f. Authorize the City Manager, or his designee, to execute a funding agreement between the City and the Riverside County Transportation Commission (RCTC) that allocates up to \$9,889,692 from the Riverside County Measure A Regional Arterial funds approved at the Commission meeting on November 10, 2021, for the McKinley Street Grade Separation Project, and to approve any modifications to the form of the Funding Agreement deemed necessary by the City Attorney which does not impact the funding to be paid and are consistent with the Council's directions herein.
- g. Authorize the City Manager, or his designee, to execute a Funding Agreement between the City and the State of California, Department of Transportation that allocates up to \$2,876,960 from Highway Railroad Crossing Safety Account funds allocated by the California Transportation Commission (CTC) at the October 13-14, 2021 meeting for the construction of the McKinley Street Grade

Separation Project; and approve any modifications to the form of the Funding Agreement deemed necessary by the City Attorney which does not impact the funding to be paid and are consistent with the Council's directions herein.

- h. Authorize the City Manager, or his designee, to execute a funding agreement between the City and the State of California Department of Transportation that allocates up to \$10,300,000 from the Transportation Corridor Enhancement Program (TCEP) allocated by California Transportation Commission (CTC) at the October 13-14, 2021 meeting for the construction of the McKinley Street Grade Separation Project; and to approve any modifications to the form of the Funding Agreement deemed necessary by the City Attorney which does not impact the funding to be paid and are consistent with the Council's directions herein.
- i. Authorize the City Manager, or his designee, to execute a Funding Agreement between the City and the State of California Department of Transportation that allocates up to \$5,000,000 from California Public Utilities Commission Section 190 Grade Separation Program funds for the construction of the McKinley Street Grade Separation Project, and to approve any modifications to the form of the Funding Agreement deemed necessary by the City Attorney which does not impact the funding to be paid and are consistent with the Council's directions herein.
- j. Increase revenue in the amount of \$28,066,652 in the Public Works Capital Grants Fund (Fund 243), and appropriate the same amount for the McKinley Street Grade Separation Project, CIP Project No 69370.
- k. Increase revenue in the amount of \$3,810,000 in the Public Works Capital Grants Fund (Fund 243) and appropriate the same amount from a funding agreement between the City and Burlington Northern and Santa Fe Railway Company approved by the City Council on May 19, 2021, and executed on June 24, 2021, for the McKinley Street Grade Separation Project, CIP Project No 69370.
- l. Increase revenue in the amount of \$1,240,000 in the Public Works Capital Grants Fund (Fund 243), and appropriate the same amount from a cooperative funding agreement between the City, Western Municipal Water District (WMWD), and the Western Riverside County Regional Wastewater Authority (WRCRWA) approved by the City Council on July 7, 2021, and executed on the same day, for the McKinley Street Grade Separation Project, CIP Project No 69370.

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

That the City Council receive and file the Personnel Report.

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.

ADMINISTRATIVE REPORTS

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

LEGISLATIVE MATTERS

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

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

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

A) Planning & Housing Commission

B) Parks & Recreation Commission

- 14. PARKS & RECREATION COMMISSION REPORT** - [Receive and file Parks and Recreation Commission updates at the November 9, 2021 meeting:](#)
- a. [Park Equipment Standard Revised Scoring Sheet](#)
 - b. [YMCA Aquatic Program Proposal](#)
 - c. [Community Clean Up Schedule](#)

C) Regional Meetings

- 15. REGIONAL MEETING REPORT** - [Update from Vice Mayor Wes Speake on the Southern California Association of Governments \(SCAG\) Community, Economic and Human Development Committee Meeting of November 4, 2021.](#)
- 16. REGIONAL MEETING REPORT** - [Update from Vice Mayor Wes Speake on the Riverside County Transportation Commission \(RCTC\) Western Programs Meeting of November 10, 2021.](#)

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17. **REGIONAL MEETING REPORT** - [Update from Vice Mayor Wes Speake on the League of California Cities ACA 7 working group meeting of November 17, 2021.](#)
18. **REGIONAL MEETING REPORT** - [Update from Mayor Jacque Casillas on the League of California Cities Riverside County Division, Executive Committee Meeting of November 8, 2021.](#)

CITY ATTORNEY'S REPORTS AND COMMENTS

CITY MANAGER'S REPORTS AND COMMENTS

CITY COUNCIL MEMBER REPORTS AND COMMENTS

19. **CITY COUNCIL MEMBER REPORT** - [Appointment to the Library Board of Trustees.](#)
20. **CITY COUNCIL MEMBER REPORT** - [Appointment to the Library Board of Trustees.](#)
21. **CITY COUNCIL MEMBER REPORT** - [Appointment to the Northwest Mosquito and Vector Control District.](#)

FUTURE AGENDA ITEMS

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

1. Non Profit/Sponsored Utility Box Wraps (W. Speake) 1/12/2022
2. Consideration of Civic Center Fountain Renovation (W. Speake) 1/26/2022
3. Options for Paving the Overlook Area (W. Speake) 1/26/2022
4. Historic Preservation Code Revisions (W. Speake) TBD
5. Corona Municipal Airport Update (T. Daddario) TBD
6. Options to expedite Redevelopment of Main Street and Parkridge Avenue Area (J. Casillas) TBD
7. Review of building/permit fees (T. Richins) TBD
8. Infill fees in historic districts (W. Speake) TBD
9. Draft Agendas (T. Daddario) TBD

ADJOURNMENT

The next regular meeting of the City Council/Successor Agency to the Redevelopment Agency of the City of Corona/Corona Public Financing Authority/Corona Utility Authority/Corona Housing Authority is scheduled for Wednesday, December 1, 2021 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.
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Study Session Minutes - Draft

Wednesday, October 27, 2021

Council Chambers 4:00 PM



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

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

**Revised agenda on October 27, 2021 at 8:07 a.m.
The location was changed to the Council Chambers.**

Rollcall

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Casillas.

CONVENE OPEN SESSION

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

COMMUNICATIONS FROM THE PUBLIC

None.

AGENDA ITEMS

1. SR-91 and I-15 Corridor Project Updates.

Savat Khamphou, Public Works Director, and Rosalva Ureno, City Traffic Engineer, introduced the item and provided a presentation. They provided an overview of the following: Riverside County Transportation Commission (RCTC), City's Traffic Concerns, Traffic Congestion on Local Streets, Areas of Concern (Morning), Areas of Concern (Afternoon), Data Collection, RCTC projects - SR-91 & I-15 Corridor Projects, 1) SR-91 Eastbound Lane Study, 2) 241/91 Express Connector, 3) SR-91 Corridor Operations Project, 4) SR-91/SR-71 Interchange, 5) I-15 Express Lanes, 6) 15/91 Express Lanes Connector, 7) I-15 Express Lanes Southern Extension, 8) I-15 Corridor Operations Project, 9) I-15 Interim Corridor Operations Project, Next Steps and Recommendations, Advocate for Funding at Federal and State Level, Traffic Signal Optimization and Artificial Intelligence Project, and Requesting Funding from RCTC for Ontario Avenue Widening at I-15.

The City Council discussed the presentation and had inquiries. Mr. Khamphou, Ms. Ureno and Aaron Cox, Senior Traffic Engineer, provided clarification.

2. Overview and Ownership Options of the City-owned Electric Utility.

Tom Moody, General Manager, introduced the item and provided a presentation. He provided an overview of the following: Utility Background, Direct Access, Greenfield, Unplanned Outage History, Prior Council Discussion, and Prior Direction.

Joe Morgan, resident, addressed the Council and expressed concerns with the update.

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

City Manager, provided clarification.

The Council unanimously agreed that this item be presented at a future meeting.

ADJOURNMENT

Mayor Casillas adjourned the meeting at 6:02 p.m. The next scheduled meeting of the Council is November 3, 2021.

City of Corona

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

City Council Minutes - Draft

Wednesday, November 3, 2021

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



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

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

**Revised agenda on November 1, 2021 at 3:00 p.m.
Item 6 was added to the agenda.**

CONVENE CLOSED SESSION

Closed Session convened at 4:30 p.m. for the purposes listed below. Present were Mayor Casillas, Vice Mayor Speake, Council Member Daddario, Council Member Richins, and Council Member Steiner. Closed Session adjourned at 6:05 p.m.

CITY COUNCIL

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Douglas Doty v. City of Corona
WCAB Case Number: unassigned
2. 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. RIC1904098
3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Jacob Ellis, City Manager
Employee Organizations: Corona General Employees Association, Corona Fire Association, Corona Police Employees Association, Corona Police Supervisors Association and Corona Supervisors Association
4. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Jacob Ellis, City Manager
Unrepresented Employee Group: Management/Confidential Group Employees
5. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Jacob Ellis, City Manager
Unrepresented Employee Group: Executive Group Employees

Rollcall

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

INVOCATION - Pastor Shannon Scott, Grace Baptist Church

The Invocation was led by Pastor Shannon Scott.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Casillas.

CONVENE OPEN SESSION

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

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

6. Proclamation: National Diabetes Awareness Month.
Debbie George, EASE T1D Founder, Michelle Thornburg, Ease T1D Co-Founder, and Eric Estes, Board Member, accepted the Proclamation.
7. Presentation: Veteran Suicide Prevention
John Hudson, 1st Vice Commander, provided a presentation.
8. Presentation: Covid-19 Update
Brian Young, Fire Chief, provided an update.

MEETING MINUTES

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

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

9. Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Committee of the Whole Meeting of October 13, 2021.

These Minutes were approved.

10. Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority City Council Meeting of October 20, 2021.

These Minutes were approved.

CONSENT CALENDAR

A motion was made by Council Member Steiner, seconded by Council Member Richins, that the Consent Calendar be approved, with the exception of Items 12 and 14, which were voted on separately. The motion carried by the following vote:

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

11. City Council adoption of Ordinance No. 3337, second reading of an Ordinance of the

City of Corona, California, Amending Chapter 12.24 of the Corona Municipal Code Relating to Rules and Regulations for Parks and Recreation Areas to Authorize Implementation and Enforcement by City Manager.

This Ordinance was adopted.

- 12.** Cooperative Agreement between the County of Riverside University Health System - Behavioral Health and the Corona Police Department.

Police Chief Newman provided a report.

Council Member Steiner and Vice Mayor Speake provided comments.

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

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

- 13.** Master Services Agreement with Paymentus Corporation for electronic processing of utility payments.

This Bid & Purchase was approved.

- 14.** Award a Professional Services Agreement with JMDiaz, Inc. DBA JMD, and approve a Preliminary Engineering Services Agreement with BNSF Railway Company for the Quiet Zone Feasibility Study.

Council Member Daddario had inquiries and Savat Khamphou, Public Works Director, provided clarification.

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

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

- 15.** Professional Services Agreement with MeterSYS for analysis, planning, and full procurement support for the Advanced Metering Infrastructure Meter Replacement Project.

This Bid & Purchase was approved.

- 16.** Fiscal Year 2022 Quarter 1 Budgetary Adjustments.

This Budgetary was approved.

- 17.** Appropriation of American Rescue Plan Act Funds.

This Budgetary was approved.

- 18.** Appropriation of funding from various revenue sources to the McKinley Street Grade Separation Project.

This Appropriation was approved.

19. Acceptance of the 2021 Bulletproof Vest Partnership award from the US Department of Justice, Bureau of Justice Assistance.
This Grant was approved.
20. Acceptance of public improvements for Assessor Parcel Numbers 279-084-008, 279-084-009, and 279-084-010 located at the northeast corner of Winton Street and Boyd Avenue in the unincorporated area of Riverside County, and release of the securities posted by Raul Castro et al.
This Release of Security was approved.
21. Acceptance of public improvements for 1548 and 1552 West Maple Street and release of the securities posted by La Maple Partners LLC for grading and public improvements.
This Release of Security was approved.
22. Personnel Report providing employee updates and details on various recruitment transactions.
This Report was received and filed.
23. Resolution authorizing submittal of a grant application to the Bureau of Reclamation WaterSMART Grants: Water and Energy Efficiency Grants for Fiscal Year 2022.
This Resolution was adopted.
24. Resolution declaring the City's intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) and adopting a map of the area proposed to be annexed thereto (Annexation No. 26).
This Resolution was adopted.
25. Resolution declaring the City's intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) and adopting a map of the area proposed to be annexed thereto (Annexation No. 31).
This Resolution was adopted.

The following item was taken out of order.

37. Appointment to the Library Board of Trustees.
Vice Mayor Speake re-appointed Jami Merchant to the Library Board of Trustees. Ms. Merchant provided comments.
A motion was made by Vice Mayor Speake, seconded by Mayor Casillas, that this City Council Member Report be approved. The motion carried by the following vote:
Aye: 5 - Casillas, Speake, Daddario, Richins, and Steiner

COMMUNICATIONS FROM THE PUBLIC

Joe Morgan, resident, addressed the Council to acknowledge the passing of Alex Bonilla.

PUBLIC HEARINGS

- 26.** General Plan Amendment to update the Housing Element for the 6th Cycle Regional Housing Needs Assessment covering Planning Period 2021-2029.

Joanne Coletta, Planning and Development Director, provided a report.

Mayor Casillas opened the Public Hearing.

The Council had inquiries and Ms. Coletta provided clarification.

Joe Morgan, resident and Omar Cobian, resident, addressed the Council regarding the proposed item.

Mayor Casillas closed the Public Hearing.

A motion was made by Council Member Daddario, seconded by Council Member Steiner, that this Resolution be adopted. The motion carried by the following vote:

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

- 27.** Public Hearing and Election for Annexation Proceedings for Annexation No. 28 into Community Facilities District No. 2016-3 (Maintenance Services).

Mayor Casillas opened the Public Hearing. Sylvia Edwards, City Clerk, confirmed she had proof of publication and mailing of the notice of the Public Hearing. She confirmed that she had not received any written protests. Ms. Edwards stated there are no registered voters within the area to be annexed to the CFD, and the owners of all property proposed to be annexed to the CFD agreed to hold a special election on November 3, 2021. Ms. Edwards also agreed to hold a special election on November 3, 2021. Mayor Casillas closed the Public Hearing. Ms. Edwards confirmed she received one ballot and all votes cast are in favor of levying the special taxes.

A motion was made by Council Member Steiner, seconded by Council Member Richins, that Resolution No. 2021-121 be adopted. A motion was made by Council Member Daddario, seconded by Council Member Richins, that Resolution No. 2021-122 be adopted. The motion carried by the following vote:

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

ADMINISTRATIVE REPORTS

- 28.** Fiscal Year 2022 Quarter 1 Update.

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

The Council provided comments and had inquiries. Ms. Sitton and Mr. Ellis provided clarification.

This Administrative Report was approved.

LEGISLATIVE MATTERS

- 29.** Ordinance amending Chapter 8.20 of the Corona Municipal Code relating to solid waste handling, organics recycling, and edible food recovery.

Jacqueline Zukeran, Business Manager, provided a report.

The Council had inquiries and Ms. Zukeran provided clarification.

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

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

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

A) Planning & Housing Commission

- 30.** Parcel Map 37221 application for the subdivision of 2.065 acres into two lots for commercial purposes, located at the southwest corner of Temescal Canyon Road and Pronio Circle in the Entertainment Commercial (EC) designation of the Dos Lagos Specific Plan (SP99-03).

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

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

- 31.** Precise Plan 2020-0006 is the review of two professional medical office buildings totaling 21,400 square feet on two acres, located at the southwest corner of Temescal Canyon Road and Pronio Circle in the Entertainment Commercial (EC) designation of the Dos Lagos Specific Plan (SP99-03).

The Council took no action.

- 32.** Variance 2021-0001 is an application from Corona Municipal Code Section 17.66.015 to eliminate the minimum five-foot street side yard setback to accommodate a 380 square-foot patio cover at the Harrison Emergency Shelter property, located at 420 W. Harrison Street.

The Council took no action.

B) Parks & Recreation Commission

None.

C) Regional Meetings

- 33.** Update from Council Member Jim Steiner on the Riverside Transit Agency (RTA) Board Meeting of October 28, 2021.
Council Member Steiner provided an update.
- 34.** Update from Vice Mayor Wes Speake on the Riverside County Transportation Commission (RCTC) Western Programs Meeting of October 25, 2021.
Vice Mayor Speake provided an update.
- 35.** Update from Vice Mayor Wes Speake on the League of California Cities ACA 7 working group meeting of October 27, 2021.
Vice Mayor Speake provided an update.
- 36.** Update from Mayor Jacque Casillas on the Western Riverside Council of Governments (WRCOG) Meeting of November 1, 2021.
Mayor Casillas provided an update.

CITY ATTORNEY'S REPORTS AND COMMENTS

None.

CITY MANAGER'S REPORTS AND COMMENTS

Jacob Ellis, City Manager, provided a brief overview on the MarCom Awards. He also commended Shaughn Hull, Chief Communication Officer, and Cindy Solis, Community Information Specialist II, for all their hard work.

CITY COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Richins relayed a message from Gary, resident, to Police Chief Newman as a reminder that New Years is approaching and he is concerned about fireworks.

Council Member Steiner acknowledged the retirement of Detective David Vicondoa and Records Clerk Beatrice Gonzalez.

Council Member Daddario provided a brief overview on attending De Poca Madre and Amber Waves of Grain. He also announced the upcoming District 2 Town Hall meeting on November 13, 2021.

Vice Mayor Speake provided a brief overview of the following: Youth Town Hall, De Poca Madre, Riverside County Water Task Force, Amber Waves of Grain, Pink Out in the Park, and his conversation with the owner of the Crossings. He also announced the

following: Drive for Life on November 6, 2021, Annual Veterans Day Remembrance and Commemoration Dinner on November 11, 2021, and Salute to the Military on November 12, 2021. He encouraged the community's input and recommended to staff to find ways to encourage the public to participate. He also acknowledge the passing of Alex Bonilla and asked Mayor Casillas to adjourn in his honor.

Mayor Casillas provided a brief overview on the Youth Town Hall. She also commended Angela Nieto, Executive Assistant, for all her hard work.

FUTURE AGENDA ITEMS

1. Wild Pig Depredation (J. Casillas) November 10, 2021
2. Historic Preservation Code Revisions (W. Speake) TBD
3. Consideration of Civic Center Fountain Renovation (W. Speake) TBD
4. Options for Paving the Overlook Area (W. Speake) TBD
5. Non Profit/Sponsored Utility Box Wraps (W. Speake) TBD
6. Corona Municipal Airport Update (T. Daddario) TBD
7. Options to expedite Redevelopment of Main Street and Parkridge Avenue Area (J. Casillas) TBD
8. Review of building/permit fees (T. Richins) TBD
9. Infill fees in historic districts (W. Speake) TBD
10. Draft Agendas (T. Daddario) TBD

ADJOURNMENT

The next scheduled meeting of the Council is the Committee of the Whole on November 10, 2021. Mayor Casillas adjourned the meeting at 8:59 p.m. in honor of Alex Bonilla.



City of Corona Investment Portfolio Report Month Ending September 30, 2021

In accordance with the City Investment Policy, a monthly investment report shall be filed with the City Council which provides a clear picture of the status of the current investments. The report for the month ending September 30, 2021 has been prepared by Chandler Asset Management. We hereby certify that this report accurately reflects all pooled investments and is in compliance with the City's Investment Policy. Combined with anticipated revenues, the portfolio contains sufficient investment liquidity to meet budgeted expenditures for the next six months.

SUBMITTED BY:

DocuSigned by:

Chad T. Willardson
City Treasurer

DocuSigned by:

Kim Sitten
Finance Director

DocuSigned by:

Roger Bradley
Assistant City Manager

REVIEWED BY:

DocuSigned by:

Christine Thompson
Accounting Manager

Beginning balance August 31, 2021		\$	371,114,230
Acquisitions / Additions:			
Agency Notes	\$	1,558,900	
US Corporate Notes		4,937,030	
LAIF		3,200,000	
Money Market Fund		3,527,852	\$ 13,223,782
Dispositions / Withdrawals:			
Agency Notes	\$	2,526,596	
US Corporate Notes		2,312,557	
LAIF		-	
Money Market Fund		4,766,756	\$ 9,605,909
Gain/(Loss) on Dispositions		\$	5,983
Ending balance, September 30, 2021		\$	<u>374,738,086</u>

City of Corona Consolidated

Account #10003

Portfolio Summary

As of September 30, 2021



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.10
Average Coupon	1.41%
Average Purchase YTM	1.32%
Average Market YTM	0.50%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.34 yrs
Average Life	2.14 yrs

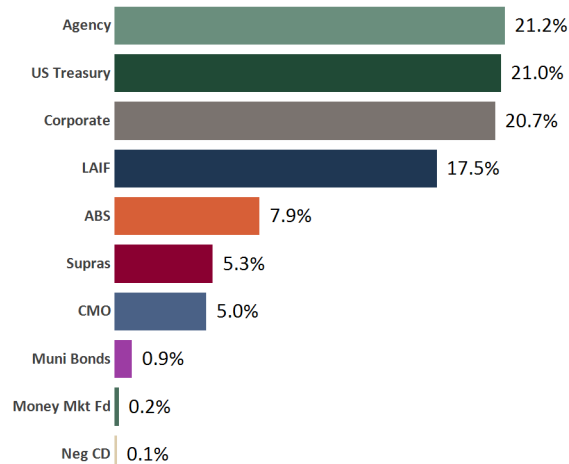
ACCOUNT SUMMARY

	Beg. Values as of 8/31/21	End Values as of 9/30/21
Market Value	376,959,039	379,352,348
Accrued Interest	1,081,657	1,103,284
Total Market Value	378,040,696	380,455,632
Income Earned	451,276	439,501
Cont/WD		3,200,000
Par	369,819,198	373,547,838
Book Value	371,114,230	374,738,086
Cost Value	371,114,230	374,738,086

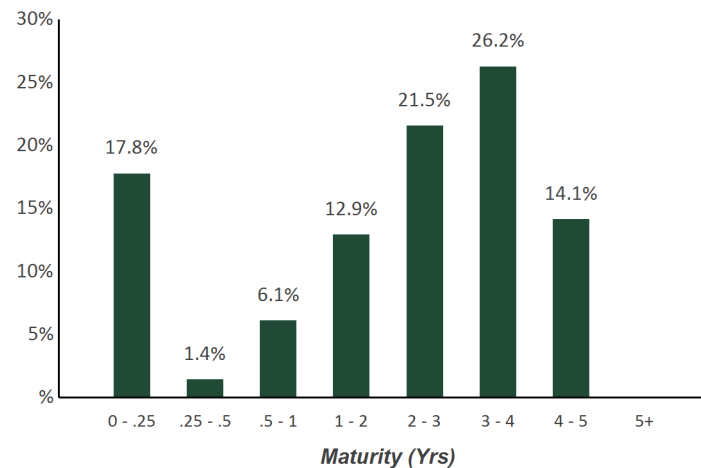
TOP ISSUERS

Government of United States	21.0%
Local Agency Investment Fund	17.5%
Federal Home Loan Mortgage Corp	11.3%
Federal National Mortgage Assoc	9.9%
Federal Home Loan Bank	5.1%
Inter-American Dev Bank	3.7%
Intl Bank Recon and Development	1.6%
JP Morgan Chase & Co	1.6%
Total	71.6%

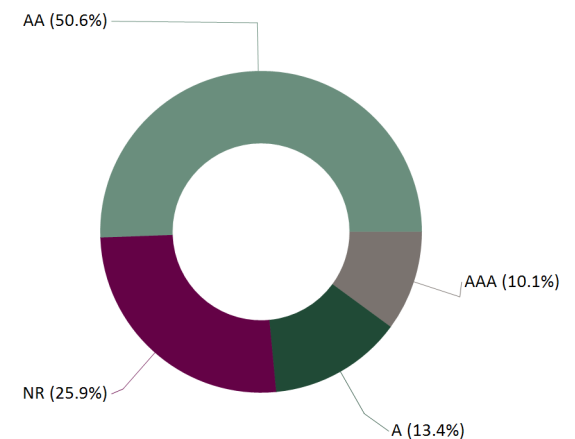
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Statement of Compliance

As of September 30, 2021



City of Corona Consolidated

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

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

City of Corona Consolidated

Account #10003

Holdings Report

As of September 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	101,305.81	08/21/2018 2.98%	101,291.91 101,291.91	100.22 0.22%	101,533.34 83.01	0.03% 241.43	Aaa / NR AAA	0.89 0.08
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	96,080.42	07/25/2019 2.31%	97,097.52 97,097.52	100.12 0.03%	96,197.74 126.40	0.03% (899.78)	Aaa / AAA NR	0.96 0.04
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	92,302.71	07/18/2018 3.10%	92,295.71 92,295.71	100.19 0.18%	92,479.28 126.35	0.02% 183.57	Aaa / NR AAA	1.13 0.07
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	785,777.15	01/21/2020 1.85%	785,673.58 785,673.58	100.51 0.20%	789,761.82 642.59	0.21% 4,088.24	Aaa / AAA NR	1.21 0.31
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	864,781.06	08/27/2019 1.90%	882,786.08 882,786.08	100.88 0.11%	872,370.37 1,118.45	0.23% (10,415.71)	Aaa / NR AAA	1.79 0.31
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	1,447,283.41	08/20/2019 1.79%	1,447,271.39 1,447,271.39	100.75 0.23%	1,458,074.36 1,144.96	0.38% 10,802.97	Aaa / AAA NR	1.87 0.48
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	975,000.00	09/15/2020 0.40%	974,950.57 974,950.57	100.15 0.24%	976,486.88 173.33	0.26% 1,536.31	NR / AAA AAA	2.13 0.92
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	576,601.31	07/16/2019 2.23%	576,478.90 576,478.90	100.95 0.27%	582,095.75 566.35	0.15% 5,616.85	Aaa / NR AAA	2.21 0.49
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	100.99 0.23%	1,403,727.64 823.96	0.37% 13,834.81	NR / AAA AAA	2.56 0.57
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	1,900,000.00	06/08/2021 0.34%	1,899,715.00 1,899,715.00	99.90 0.39%	1,898,086.70 278.67	0.50% (1,628.30)	Aaa / AAA NR	2.72 1.63
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,801,821.15	10/16/2019 1.94%	1,801,726.01 1,801,726.01	101.00 0.22%	1,819,821.34 1,545.56	0.48% 18,095.33	Aaa / AAA NR	2.79 0.58
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	100.52 0.24%	985,081.30 357.16	0.26% 5,158.43	Aaa / AAA NR	2.79 0.89
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	2,065,000.00	Various 1.00%	2,069,450.34 2,069,450.34	100.69 0.22%	2,079,283.61 1,009.55	0.55% 9,833.27	Aaa / NR AAA	2.88 0.78

City of Corona Consolidated

Account #10003

Holdings Report

As of September 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	1,625,000.00	09/22/2020 0.38%	1,624,761.29 1,624,761.29	100.11 0.28%	1,626,815.13 217.12	0.43% 2,053.84	NR / AAA AAA	3.05 1.20
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	2,145,000.00	08/10/2021 0.39%	2,144,970.83 2,144,970.83	99.93 0.43%	2,143,575.72 255.61	0.56% (1,395.11)	NR / AAA AAA	3.06 1.88
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	740,000.00	07/14/2020 0.52%	739,887.22 739,887.22	100.21 0.30%	741,552.52 167.73	0.19% 1,665.30	Aaa / NR AAA	3.13 0.97
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	950,000.00	09/08/2021 0.34%	949,901.96 949,901.96	99.91 0.38%	949,121.25 139.33	0.25% (780.71)	Aaa / NR AAA	3.24 1.77
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,290,000.00	10/06/2020 0.36%	1,289,759.67 1,289,759.67	100.08 0.28%	1,290,970.08 200.67	0.34% 1,210.41	NR / AAA AAA	3.30 1.05
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,260,000.00	08/04/2020 0.48%	2,259,525.40 2,259,525.40	100.25 0.29%	2,265,622.88 324.56	0.60% 6,097.48	Aaa / NR AAA	3.39 1.34
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	770,000.00	02/17/2021 0.27%	769,985.91 769,985.91	99.95 0.31%	769,631.94 57.75	0.20% (353.97)	Aaa / NR AAA	3.56 1.32
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	1,640,000.00	10/20/2020 0.39%	1,639,622.31 1,639,622.31	100.07 0.33%	1,641,184.08 276.98	0.43% 1,561.77	NR / AAA AAA	3.62 1.39
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	2,825,000.00	02/02/2021 0.27%	2,824,475.68 2,824,475.68	99.90 0.34%	2,822,121.33 326.44	0.74% (2,354.35)	Aaa / NR AAA	3.62 1.36
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	1,340,000.00	04/20/2021 0.38%	1,339,859.03 1,339,859.03	99.96 0.40%	1,339,454.63 226.31	0.35% (404.40)	NR / AAA AAA	3.96 1.75
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,290,000.00	07/13/2021 0.52%	1,289,884.93 1,289,884.93	99.93 0.55%	1,289,134.41 298.13	0.34% (750.52)	Aaa / NR AAA	4.46 2.41
Total ABS		29,950,953.02	0.82%	29,971,186.94 29,971,186.94	0.30%	30,034,184.10 10,486.97	7.90% 62,997.16	Aaa / AAA AAA	3.01 1.17
AGENCY									
3135G0T94	FNMA Note 2.375% Due 1/19/2023	5,500,000.00	04/11/2018 2.71%	5,418,930.00 5,418,930.00	102.83 0.20%	5,655,463.00 26,125.00	1.49% 236,533.00	Aaa / AA+ AAA	1.30 1.28

City of Corona Consolidated

Account #10003

Holdings Report

As of September 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	4,550,000.00	Various 2.86%	4,527,967.50 4,527,967.50	104.29 0.25%	4,745,231.40 35,452.09	1.26% 217,263.90	Aaa / AA+ AAA	1.72 1.68
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	106.66 0.32%	3,733,040.50 37,078.13	0.99% 130,875.50	Aaa / AA+ AAA	2.19 2.11
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	106.88 0.41%	1,068,815.00 2,076.39	0.28% 23,405.00	Aaa / AA+ NR	2.44 2.36
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	104.97 0.33%	4,198,640.00 6,069.44	1.11% 198,360.00	Aaa / AA+ NR	2.44 2.38
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	106.45 0.47%	5,854,882.00 46,998.26	1.55% 114,881.60	Aaa / AA+ NR	2.71 2.60
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	106.89 0.52%	4,275,452.00 5,750.00	1.13% 68,692.00	Aaa / AA+ AAA	2.96 2.85
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00 3,564,275.00	103.32 0.52%	3,616,245.50 26,225.69	0.96% 51,970.50	Aaa / AA+ AAA	3.04 2.95
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	103.39 0.58%	4,362,994.70 16,000.83	1.15% 80,116.50	Aaa / AA+ AAA	3.27 3.18
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	102.85 0.64%	6,762,282.30 13,423.96	1.78% 192,345.05	Aaa / AA+ AAA	3.37 3.28
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	99.77 0.69%	5,257,757.79 14,547.40	1.39% (1,386.01)	Aaa / AA+ AAA	3.56 3.51
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	99.22 0.71%	6,151,931.40 8,955.55	1.62% (44,800.50)	Aaa / AA+ AAA	3.72 3.67
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	98.65 0.74%	6,214,968.90 4,593.75	1.63% (62,930.70)	Aaa / AA+ AAA	3.81 3.77
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	98.43 0.78%	6,186,394.64 2,356.88	1.63% (74,044.56)	Aaa / AA+ AAA	3.90 3.86
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	98.34 0.80%	6,190,207.14 524.59	1.63% (86,138.91)	Aaa / AA+ AAA	3.98 3.94
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	98.67 0.83%	6,215,970.60 12,600.00	1.64% (63,924.40)	Aaa / AA+ AAA	4.11 4.04
Total Agency		78,995,000.00	1.34%	79,509,058.90	0.58%	80,490,276.87	21.22%	Aaa / AA+ AAA	3.14 3.07

City of Corona Consolidated

Account #10003

Holdings Report

As of September 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CMO									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	3,809,148.20	Various 2.22%	3,942,921.39 3,942,921.39	101.55 0.53%	3,868,148.17 9,808.55	1.02% (74,773.22)	Aaa / NR NR	0.90 0.68
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	104.95 0.51%	4,040,463.35 11,328.63	1.06% 108,801.24	NR / NR AAA	1.82 1.67
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019 2.18%	3,458,875.00 3,458,875.00	104.20 0.45%	3,490,693.30 1,708.50	0.92% 31,818.30	Aaa / NR NR	1.82 1.65
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	105.60 0.50%	3,959,812.50 2,204.38	1.04% 121,902.34	Aaa / NR AAA	2.07 1.87
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,475,551.80	04/22/2019 2.72%	3,500,396.57 3,500,396.57	104.80 0.78%	3,642,228.84 8,413.73	0.96% 141,832.27	NR / AAA NR	2.57 2.28
Total CMO		18,234,700.00	2.63%	18,671,765.23 18,671,765.23	0.55%	19,001,346.16 33,463.79	5.00% 329,580.93	Aaa / AAA AAA	1.83 1.62

CORPORATE									
05531FBG7	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	3,000,000.00	07/26/2021 0.43%	3,070,320.00 3,070,320.00	101.79 0.24%	3,053,739.00 25,670.83	0.81% (16,581.00)	A3 / A- A	0.72 0.63
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	101.67 0.20%	3,100,968.55 13,076.88	0.82% 51,243.05	A2 / A A+	0.82 0.74
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	102.90 0.29%	2,315,331.00 10,931.25	0.61% 41,938.50	A2 / A A	1.32 1.22
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	103.53 0.33%	1,552,885.50 2,916.66	0.41% 98,355.50	A2 / A A	1.43 1.41
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	103.13 0.32%	2,578,177.50 3,055.56	0.68% 152,952.50	Aa2 / AA A+	1.45 1.27
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	103.23 0.36%	2,286,568.87 21,854.67	0.61% 173,924.02	Aa1 / AA+ NR	1.59 1.55
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	104.23 0.33%	3,126,960.00 25,793.91	0.83% 144,660.00	Aa2 / AA- NR	1.73 1.45

City of Corona Consolidated

Account #10003

Holdings Report

As of September 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
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	105.13 0.29%	2,102,602.00 17,944.44	0.56% 45,702.00	Aa2 / AA AA	1.74 1.61
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	105.24 0.50%	978,754.32 6,862.63	0.26% 50,363.22	A3 / A- NR	1.79 1.74
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	105.55 0.41%	2,016,008.82 13,370.00	0.53% 111,547.82	Aa2 / AA- AA	1.80 1.75
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	105.47 0.44%	2,425,839.90 11,295.56	0.64% 126,782.90	A1 / A+ NR	1.86 1.81
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	105.76 0.35%	3,441,316.51 15,592.08	0.91% 101,736.31	A1 / A AA-	1.86 1.81
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	106.24 0.53%	2,401,118.92 38,914.38	0.64% 142,972.12	A3 / A- NR	2.03 1.94
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	03/01/2021 0.47%	2,138,480.60 2,138,480.60	99.97 0.46%	2,139,368.70 1,979.50	0.56% 888.10	A2 / A A	2.30 2.28
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	2,550,000.00	Various 2.89%	2,570,550.00 2,570,550.00	104.21 0.59%	2,657,408.55 6,537.92	0.70% 86,858.55	A2 / A- AA-	2.43 1.40
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	106.25 0.67%	1,349,331.82 2,293.06	0.36% 63,253.62	A1 / A AA-	2.45 2.36
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,775,000.00	03/16/2021 0.77%	1,774,112.50 1,774,112.50	100.47 0.55%	1,783,385.10 480.73	0.47% 9,272.60	A2 / A A	2.47 2.36
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	625,000.00	06/29/2021 0.64%	624,681.25 624,681.25	100.19 0.39%	626,160.63 857.20	0.16% 1,479.38	A2 / A+ NR	2.79 0.79
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	103.71 0.84%	741,542.95 1,964.26	0.20% 28,123.10	A1 / A+ NR	2.88 2.79
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	104.36 0.82%	3,757,082.40 33,750.00	1.00% 158,954.40	A2 / A AA-	3.09 2.96
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	104.48 0.69%	2,709,088.61 22,144.94	0.72% 84,604.40	A2 / A A	3.11 2.99

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CORPORATE									
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	103.55 0.93%	4,292,114.34 16,522.43	1.13% 155,943.19	A1 / AA- AA-	3.31 3.11
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02 2,862,660.02	102.86 1.03%	2,840,094.37 21,282.71	0.75% (22,565.65)	A2 / A- AA-	3.59 3.44
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 0.74%	3,299,268.65 3,299,268.65	99.97 0.84%	3,293,948.90 9,050.27	0.87% (5,319.75)	A2 / A- AA-	3.67 2.63
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 0.87%	1,565,968.20 1,565,968.20	100.11 0.93%	1,566,694.90 4,128.21	0.41% 726.70	A2 / A- AA-	3.73 2.68
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	1,500,000.00	09/13/2021 1.03%	1,490,190.00 1,490,190.00	98.81 1.17%	1,482,076.50 4,046.88	0.39% (8,113.50)	Aa2 / AA+ NR	4.20 4.09
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 1.27%	1,037,330.00 1,037,330.00	102.79 1.28%	1,027,899.00 9,199.92	0.27% (9,431.00)	A2 / A- AA-	4.56 3.40
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	99.89 1.02%	4,859,731.21 18,784.31	1.28% 15,748.01	A1 / AA AA-	4.62 4.40
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	100.03 1.14%	805,228.62 3,394.42	0.21% (2,376.43)	A3 / A+ A	4.62 4.39
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	99.40 1.26%	3,304,953.58 10,702.34	0.87% (18,583.42)	A1 / A+ A+	4.72 4.56
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 1.24%	3,007,920.00 3,007,920.00	99.98 1.32%	2,999,493.00 11,211.50	0.79% (8,427.00)	A2 / A- AA-	4.72 3.61
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	99.05 1.41%	2,250,309.22 5,680.00	0.59% (21,060.70)	Aa3 / AA+ AA+	4.79 4.63
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	99.45 1.37%	1,705,546.92 1,012.33	0.45% (7,875.28)	Aa3 / AA- AA-	4.96 4.78
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	99.82 1.09%	783,581.51 320.54	0.21% 65.16	Aa2 / AA AA	4.97 4.74

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Total Corporate		76,470,000.00	1.98%	76,627,550.30 76,627,550.30	0.71%	78,355,311.72 392,622.32	20.70% 1,727,761.42	A1 / A+ AA-	2.84 2.56
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	66,632,774.64	Various 0.21%	66,632,774.64 66,632,774.64	1.00 0.21%	66,632,774.64 35,239.67	17.52% 0.00	NR / NR NR	0.00 0.00
Total LAIF		66,632,774.64	0.21%	66,632,774.64 66,632,774.64	0.21%	66,632,774.64 35,239.67	17.52% 0.00	NR / NR NR	0.00 0.00
MONEY MARKET FUND									
60934N807	Federated Investors Govt Oblig Fund Inst.	879,410.35	Various 0.03%	879,410.35 879,410.35	1.00 0.03%	879,410.35 0.00	0.23% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		879,410.35	0.03%	879,410.35 879,410.35	0.03%	879,410.35 0.00	0.23% 0.00	Aaa / AAA AAA	0.00 0.00
MUNICIPAL BONDS									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	105.29 0.62%	3,564,100.35 40,620.00	0.95% 101,346.90	Aa2 / AA- AA	3.01 2.88
Total Municipal Bonds		3,385,000.00	1.91%	3,462,753.45 3,462,753.45	0.62%	3,564,100.35 40,620.00	0.95% 101,346.90	Aa2 / AA- AA	3.01 2.88
NEGOTIABLE CD									
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	500,000.00	04/29/2021 0.24%	499,999.98 499,999.98	100.04 0.16%	500,223.50 520.00	0.13% 223.52	P-1 / A-1 F-1+	0.58 0.57
Total Negotiable CD		500,000.00	0.24%	499,999.98 499,999.98	0.16%	500,223.50 520.00	0.13% 223.52	Aaa / AA AAA	0.58 0.57
SUPRANATIONAL									
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	100.58 0.21%	4,023,000.00 17,236.11	1.06% 14,400.00	Aaa / NR AAA	0.30 0.30
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	101.48 0.20%	3,653,348.40 2,975.00	0.96% 140,775.40	Aaa / AAA AAA	0.96 0.95

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SUPRANATIONAL									
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	98.63 0.84%	6,213,494.71 13,387.51	1.64% (58,866.14)	Aaa / AAA AAA	4.08 4.02
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	99.57 0.97%	6,362,324.91 25,005.31	1.68% 1,591.11	Aaa / AAA AAA	4.56 4.44
Total Supranational		20,290,000.00	1.30%	20,154,267.65 20,154,267.65	0.64%	20,252,168.02 58,603.93	5.34% 97,900.37	Aaa / AAA AAA	2.92 2.86
US TREASURY									
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,240,000.00	03/13/2017 2.14%	1,217,577.59 1,217,577.59	100.70 0.06%	1,248,718.44 1,858.29	0.33% 31,140.85	Aaa / AA+ AAA	0.41 0.42
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	101.53 0.09%	4,061,092.00 21,480.98	1.07% 4,359.85	Aaa / AA+ AAA	0.75 0.74
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	101.63 0.09%	4,573,476.00 7,225.48	1.20% 94,569.75	Aaa / AA+ AAA	0.92 0.91
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	102.46 0.15%	4,918,310.40 25,777.17	1.30% 192,935.40	Aaa / AA+ AAA	1.25 1.23
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	102.74 0.31%	5,136,915.00 34,001.36	1.36% 226,954.06	Aaa / AA+ AAA	2.08 2.04
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	104.26 0.35%	4,691,601.00 25,587.64	1.24% 103,183.03	Aaa / AA+ AAA	2.25 2.19
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	105.62 0.37%	5,280,860.00 17,561.14	1.39% 159,063.12	Aaa / AA+ AAA	2.38 2.31
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,900,000.00	03/30/2021 0.33%	2,892,976.56 2,892,976.56	99.64 0.40%	2,889,690.50 320.44	0.76% (3,286.06)	Aaa / AA+ AAA	2.46 2.45
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25 4,833,281.25	104.04 0.43%	4,993,876.80 40,173.92	1.32% 160,595.55	Aaa / AA+ AAA	2.58 2.51
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	104.17 0.47%	5,104,232.00 24,766.30	1.35% 161,978.09	Aaa / AA+ AAA	2.75 2.67
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	105.36 0.50%	5,267,775.00 15,166.44	1.39% 127,540.62	Aaa / AA+ AAA	2.88 2.78
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	105.20 0.55%	4,208,124.00 37,663.04	1.12% 117,655.25	Aaa / AA+ AAA	3.09 2.97

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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	101.64 0.64%	7,115,115.00 6,743.78	1.87% 7,107.19	Aaa / AA+ AAA	3.42 3.35
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	98.05 0.77%	5,883,282.00 2,527.17	1.55% 4,219.50	Aaa / AA+ AAA	3.84 3.80
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	97.82 0.80%	3,130,249.60 21.98	0.82% (125.40)	Aaa / AA+ AAA	4.00 3.97
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	97.68 0.83%	5,860,548.00 6,277.17	1.54% (62,577.00)	Aaa / AA+ AAA	4.09 4.04
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	98.06 0.85%	3,726,226.80 4,788.93	0.98% (5,640.39)	Aaa / AA+ AAA	4.17 4.12
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	98.88 0.98%	1,552,459.96 1,008.36	0.41% (6,439.65)	Aaa / AA+ AAA	4.92 4.81
Total US Treasury		78,210,000.00	1.46%	78,329,318.74	0.48%	79,642,552.50	21.01%	Aaa / AA+ AAA	2.72
						272,949.59	1,313,233.76		2.66
				374,738,086.18		379,352,348.21	100.00%	Aa1 / AA	2.34
TOTAL PORTFOLIO		373,547,838.01	1.32%	374,738,086.18	0.50%	1,103,284.23	4,614,262.03	AAA	2.10
TOTAL MARKET VALUE PLUS ACCRUED						380,455,632.44			

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Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/02/2021	60934N807	40.70	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	40.70	0.00	40.70	0.00
Purchase	09/05/2021	60934N807	45,262.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	45,262.50	0.00	45,262.50	0.00
Purchase	09/06/2021	60934N807	21,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	21,000.00	0.00	21,000.00	0.00
Purchase	09/08/2021	60934N807	63,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	63,750.00	0.00	63,750.00	0.00
Purchase	09/10/2021	60934N807	2,029,906.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,029,906.67	0.00	2,029,906.67	0.00
Purchase	09/11/2021	60934N807	20,637.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	20,637.50	0.00	20,637.50	0.00
Purchase	09/13/2021	60934N807	57,500.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	57,500.00	0.00	57,500.00	0.00
Purchase	09/14/2021	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	99.908	1.27%	1,713,422.20	0.00	1,713,422.20	0.00
Purchase	09/14/2021	60934N807	31,500.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	31,500.00	0.00	31,500.00	0.00
Purchase	09/14/2021	60934N807	507,483.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	507,483.33	0.00	507,483.33	0.00
Purchase	09/15/2021	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	99.990	0.34%	949,901.96	0.00	949,901.96	0.00
Purchase	09/15/2021	40139LBC6	1,500,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	99.346	1.03%	1,490,190.00	3,463.54	1,493,653.54	0.00
Purchase	09/15/2021	60934N807	38,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	38,000.00	0.00	38,000.00	0.00
Purchase	09/15/2021	60934N807	1,892.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,892.92	0.00	1,892.92	0.00
Purchase	09/15/2021	60934N807	1,006.20	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,006.20	0.00	1,006.20	0.00
Purchase	09/15/2021	60934N807	325.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	325.00	0.00	325.00	0.00

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ACQUISITIONS										
Purchase	09/15/2021	60934N807	376.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	376.25	0.00	376.25	0.00
Purchase	09/15/2021	60934N807	612.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	612.08	0.00	612.08	0.00
Purchase	09/15/2021	60934N807	669.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	669.67	0.00	669.67	0.00
Purchase	09/15/2021	60934N807	519.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	519.33	0.00	519.33	0.00
Purchase	09/15/2021	60934N807	522.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	522.50	0.00	522.50	0.00
Purchase	09/15/2021	60934N807	424.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	424.33	0.00	424.33	0.00
Purchase	09/15/2021	60934N807	314.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	314.50	0.00	314.50	0.00
Purchase	09/15/2021	60934N807	144,896.37	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	144,896.37	0.00	144,896.37	0.00
Purchase	09/15/2021	60934N807	41,321.60	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	41,321.60	0.00	41,321.60	0.00
Purchase	09/15/2021	60934N807	56,876.68	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	56,876.68	0.00	56,876.68	0.00
Purchase	09/15/2021	60934N807	100,647.35	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	100,647.35	0.00	100,647.35	0.00
Purchase	09/15/2021	60934N807	103,459.43	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	103,459.43	0.00	103,459.43	0.00
Purchase	09/15/2021	60934N807	152,968.76	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	152,968.76	0.00	152,968.76	0.00
Purchase	09/15/2021	60934N807	119,099.78	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	119,099.78	0.00	119,099.78	0.00
Purchase	09/16/2021	60934N807	10,086.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	10,086.25	0.00	10,086.25	0.00
Purchase	09/17/2021	60934N807	1,549,161.07	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,549,161.07	0.00	1,549,161.07	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	09/17/2021	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	99.811	1.09%	783,516.35	0.00	783,516.35	0.00
Purchase	09/18/2021	60934N807	6,656.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,656.25	0.00	6,656.25	0.00
Purchase	09/20/2021	60934N807	885.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	885.17	0.00	885.17	0.00
Purchase	09/20/2021	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	09/20/2021	60934N807	501.04	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	501.04	0.00	501.04	0.00
Purchase	09/20/2021	60934N807	743.60	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	743.60	0.00	743.60	0.00
Purchase	09/21/2021	60934N807	173.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	173.25	0.00	173.25	0.00
Purchase	09/21/2021	60934N807	74,731.58	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	74,731.58	0.00	74,731.58	0.00
Purchase	09/23/2021	60934N807	11,803.13	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,803.13	0.00	11,803.13	0.00
Purchase	09/24/2021	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	99.293	0.90%	1,558,899.61	780.66	1,559,680.27	0.00
Purchase	09/27/2021	60934N807	11,022.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,022.00	0.00	11,022.00	0.00
Purchase	09/27/2021	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	09/27/2021	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	09/27/2021	60934N807	16,273.24	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	16,273.24	0.00	16,273.24	0.00
Purchase	09/27/2021	60934N807	12,101.76	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	12,101.76	0.00	12,101.76	0.00
Purchase	09/30/2021	60934N807	4,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	4,000.00	0.00	4,000.00	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
ACQUISITIONS										
Subtotal			11,781,270.09				11,757,200.21	4,244.20	11,761,444.41	0.00
Security Contribution	09/30/2021	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
Subtotal			3,200,000.00				3,200,000.00	0.00	3,200,000.00	0.00
Short Sale	09/15/2021	60934N807	-949,901.96	Federated Investors Govt Oblig Fund Inst.	1.000		-949,901.96	0.00	-949,901.96	0.00
Short Sale	09/17/2021	60934N807	-783,516.35	Federated Investors Govt Oblig Fund Inst.	1.000		-783,516.35	0.00	-783,516.35	0.00
Subtotal			-1,733,418.31				-1,733,418.31	0.00	-1,733,418.31	0.00
TOTAL ACQUISITIONS			13,247,851.78				13,223,781.90	4,244.20	13,228,026.10	0.00

DISPOSITIONS										
Closing Purchase	09/15/2021	60934N807	-949,901.96	Federated Investors Govt Oblig Fund Inst.	1.000		-949,901.96	0.00	-949,901.96	0.00
Closing Purchase	09/17/2021	60934N807	-783,516.35	Federated Investors Govt Oblig Fund Inst.	1.000		-783,516.35	0.00	-783,516.35	0.00
Subtotal			-1,733,418.31				-1,733,418.31	0.00	-1,733,418.31	0.00
Sale	09/10/2021	3130AF5B9	2,000,000.00	FHLB Note 3% Due 10/12/2021	100.262	0.05%	2,005,240.00	24,666.67	2,029,906.67	200.00
Sale	09/14/2021	3130AF5B9	500,000.00	FHLB Note 3% Due 10/12/2021	100.230	0.04%	501,150.00	6,333.33	507,483.33	-110.00
Sale	09/14/2021	60934N807	1,713,422.20	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,713,422.20	0.00	1,713,422.20	0.00
Sale	09/15/2021	60934N807	1,493,653.54	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,493,653.54	0.00	1,493,653.54	0.00
Sale	09/15/2021	60934N807	949,901.96	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	949,901.96	0.00	949,901.96	0.00
Sale	09/16/2021	912828J43	10,000.00	US Treasury Note 1.75% Due 2/28/2022	100.785	0.03%	10,078.52	7.73	10,086.25	259.35

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DISPOSITIONS										
Sale	09/17/2021	404280BS7	1,450,000.00	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	105.533	0.61%	1,530,228.50	18,932.57	1,549,161.07	9,143.00
Sale	09/17/2021	60934N807	783,516.35	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	783,516.35	0.00	783,516.35	0.00
Sale	09/24/2021	60934N807	1,559,680.27	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,559,680.27	0.00	1,559,680.27	0.00
Subtotal			10,460,174.32				10,546,871.34	49,940.30	10,596,811.64	9,492.35
Paydown	09/15/2021	43813DAC2	0.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		0.00	669.67	669.67	0.00
Paydown	09/15/2021	43815NAC8	142,538.14	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		142,538.14	2,358.23	144,896.37	1.18
Paydown	09/15/2021	44891RAC4	0.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		0.00	519.33	519.33	0.00
Paydown	09/15/2021	44891VAC5	0.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	100.000		0.00	522.50	522.50	0.00
Paydown	09/15/2021	44933LAC7	0.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		0.00	424.33	424.33	0.00
Paydown	09/15/2021	477870AC3	40,185.68	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		40,185.68	1,135.92	41,321.60	8.53
Paydown	09/15/2021	47787NAC3	0.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		0.00	314.50	314.50	0.00
Paydown	09/15/2021	47788EAC2	56,494.77	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	100.000		56,494.77	381.91	56,876.68	4.28
Paydown	09/15/2021	47789JAD8	98,311.85	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		98,311.85	2,335.50	100,647.35	-2,046.88
Paydown	09/15/2021	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	1,892.92	1,892.92	0.00
Paydown	09/15/2021	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	1,006.20	1,006.20	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										
Paydown	09/15/2021	58769EAC2	0.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		0.00	325.00	325.00	0.00
Paydown	09/15/2021	58770FAC6	102,098.02	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	100.000		102,098.02	1,361.41	103,459.43	13.46
Paydown	09/15/2021	65479JAD5	149,829.85	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		149,829.85	3,138.91	152,968.76	7.91
Paydown	09/15/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	376.25	376.25	0.00
Paydown	09/15/2021	89238TAD5	118,570.31	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	100.000		118,570.31	529.47	119,099.78	-1,255.18
Paydown	09/15/2021	89240BAC2	0.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		0.00	612.08	612.08	0.00
Paydown	09/20/2021	36262XAC8	0.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		0.00	743.60	743.60	0.00
Paydown	09/20/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	501.04	501.04	0.00
Paydown	09/20/2021	92290BAA9	0.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		0.00	885.17	885.17	0.00
Paydown	09/20/2021	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	09/21/2021	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	173.25	173.25	0.00

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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	09/21/2021	43815HAC1	74,299.88	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		74,299.88	431.70	74,731.58	10.19
Paydown	09/27/2021	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	8,542.50	8,542.50	0.00
Paydown	09/27/2021	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	100.000		0.00	11,328.63	11,328.63	0.00
Paydown	09/27/2021	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	11,022.00	11,022.00	0.00
Paydown	09/27/2021	3137BM6P6	6,448.08	FHLMC K721 A2Due 8/25/2022	100.000		6,448.08	9,825.16	16,273.24	-226.45
Paydown	09/27/2021	3137BYPQ7	3,679.24	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		3,679.24	8,422.52	12,101.76	-26.30
Subtotal			792,455.82				792,455.82	72,026.87	864,482.69	-3,509.26
TOTAL DISPOSITIONS			9,519,211.83				9,605,908.85	121,967.17	9,727,876.02	5,983.09
OTHER TRANSACTIONS										
Interest	09/05/2021	06051GHF9	2,550,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.000		45,262.50	0.00	45,262.50	0.00
Interest	09/06/2021	24422ETG4	1,500,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.000		21,000.00	0.00	21,000.00	0.00
Interest	09/08/2021	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.000		16,250.00	0.00	16,250.00	0.00
Interest	09/08/2021	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.000		47,500.00	0.00	47,500.00	0.00
Interest	09/11/2021	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.000		20,637.50	0.00	20,637.50	0.00
Interest	09/13/2021	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.000		57,500.00	0.00	57,500.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	09/14/2021	4581X0CZ9	3,600,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.000		31,500.00	0.00	31,500.00	0.00
Interest	09/15/2021	084670BR8	2,500,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.000		34,375.00	0.00	34,375.00	0.00
Interest	09/15/2021	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.000		3,625.00	0.00	3,625.00	0.00
Interest	09/18/2021	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.000		6,656.25	0.00	6,656.25	0.00
Interest	09/23/2021	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.000		11,803.13	0.00	11,803.13	0.00
Interest	09/30/2021	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.000		4,000.00	0.00	4,000.00	0.00
Subtotal			34,590,000.00				300,109.38	0.00	300,109.38	0.00
Dividend	09/02/2021	60934N807	2,118,314.58	Federated Investors Govt Oblig Fund Inst.	0.000		40.70	0.00	40.70	0.00
Subtotal			2,118,314.58				40.70	0.00	40.70	0.00
TOTAL OTHER TRANSACTIONS			36,708,314.58				300,150.08	0.00	300,150.08	0.00

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Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 4,865,000.00	4,843,983.20 0.00 0.00 4,843,983.20	14,730.14 0.00 18,784.31 4,054.17	0.00 0.00 0.00 4,054.17	4,054.17
02665WCJ8	American Honda Finance Note 3.45% Due 07/14/2023	07/11/2018 07/16/2018 930,000.00	928,391.10 0.00 0.00 928,391.10	4,188.88 0.00 6,862.63 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	32,087.29 0.00 38,914.38 6,827.09	0.00 0.00 0.00 6,827.09	6,827.09
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	11/28/2018 11/30/2018 2,215,000.00	2,112,644.85 0.00 0.00 2,112,644.85	17,424.67 0.00 21,854.67 4,430.00	0.00 0.00 0.00 4,430.00	4,430.00
05531FBG7	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 06/20/2022	07/26/2021 07/27/2021 3,000,000.00	3,070,320.00 0.00 0.00 3,070,320.00	18,045.83 0.00 25,670.83 7,625.00	0.00 0.00 0.00 7,625.00	7,625.00
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 03/05/2024	Various Various 2,550,000.00	2,570,550.00 0.00 0.00 2,570,550.00	44,256.67 45,262.50 6,537.92 7,543.75	0.00 0.00 0.00 7,543.75	7,543.75
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 3,000,000.00	3,007,920.00 0.00 0.00 3,007,920.00	7,914.00 0.00 11,211.50 3,297.50	0.00 0.00 0.00 3,297.50	3,297.50
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	07/23/2021 07/27/2021 2,761,000.00	2,862,660.02 0.00 0.00 2,862,660.02	17,026.17 0.00 21,282.71 4,256.54	0.00 0.00 0.00 4,256.54	4,256.54
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 08/11/2023	05/16/2019 05/20/2019 3,254,000.00	3,339,580.20 0.00 0.00 3,339,580.20	6,236.83 0.00 15,592.08 9,355.25	0.00 0.00 0.00 9,355.25	9,355.25

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Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
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	31,701.39 34,375.00 3,055.56 5,729.17	0.00 0.00 0.00 5,729.17	5,729.17
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 950,000.00	0.00 949,901.96 0.00 949,901.96	0.00 0.00 139.33 139.33	0.00 0.00 0.00 139.33	139.33
13063DRK6	California State Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 3,385,000.00	3,462,753.45 0.00 0.00 3,462,753.45	33,850.00 0.00 40,620.00 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	17,499.15 0.00 22,144.94 4,645.79	0.00 0.00 0.00 4,645.79	4,645.79
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	17,816.42 0.00 25,793.91 7,977.49	0.00 0.00 0.00 7,977.49	7,977.49
24422ETG4	John Deere Capital Corp Note 2.8% Due 03/06/2023	Various Various 1,500,000.00	1,454,530.00 0.00 0.00 1,454,530.00	20,416.67 21,000.00 2,916.66 3,499.99	0.00 0.00 0.00 3,499.99	3,499.99
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 2,140,000.00	2,138,480.60 0.00 0.00 2,138,480.60	1,177.00 0.00 1,979.50 802.50	0.00 0.00 0.00 802.50	802.50
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/16/2019 01/17/2019 3,500,000.00	3,602,165.00 0.00 0.00 3,602,165.00	27,234.38 0.00 37,078.13 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	15,618.06 16,250.00 2,076.39 2,708.33	0.00 0.00 0.00 2,708.33	2,708.33

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3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 5,500,000.00	5,740,000.40 0.00 0.00 5,740,000.40	33,821.18 0.00 46,998.26 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	53,666.67 57,500.00 5,750.00 9,583.33	0.00 0.00 0.00 9,583.33	9,583.33
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/29/2019 04/30/2019 4,000,000.00	4,000,280.00 0.00 0.00 4,000,280.00	45,652.78 47,500.00 6,069.44 7,916.66	0.00 0.00 0.00 7,916.66	7,916.66
3130AF5B9	FHLB Note Due 10/12/2021	11/29/2018 11/30/2018 0.00	2,506,300.00 0.00 2,506,300.00 0.00	28,958.33 31,000.00 0.00 2,041.67	0.00 0.00 0.00 2,041.67	2,041.67
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	11,802.60 0.00 14,547.40 2,744.80	0.00 0.00 0.00 2,744.80	2,744.80
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 6,200,000.00	6,196,731.90 0.00 0.00 6,196,731.90	6,372.22 0.00 8,955.55 2,583.33	0.00 0.00 0.00 2,583.33	2,583.33
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 6,285,000.00	6,260,439.20 0.00 0.00 6,260,439.20	392.81 0.00 2,356.88 1,964.07	0.00 0.00 0.00 1,964.07	1,964.07
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 6,300,000.00	6,279,895.00 0.00 0.00 6,279,895.00	9,975.00 0.00 12,600.00 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
3135G0T94	FNMA Note 2.375% Due 01/19/2023	04/11/2018 04/12/2018 5,500,000.00	5,418,930.00 0.00 0.00 5,418,930.00	15,239.58 0.00 26,125.00 10,885.42	0.00 0.00 0.00 10,885.42	10,885.42

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3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 3,500,000.00	3,564,275.00 0.00 0.00 3,564,275.00	21,486.11 0.00 26,225.69 4,739.58	0.00 0.00 0.00 4,739.58	4,739.58
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 4,220,000.00	4,282,878.20 0.00 0.00 4,282,878.20	10,286.25 0.00 16,000.83 5,714.58	0.00 0.00 0.00 5,714.58	5,714.58
3137B4WB8	FHLMC K033 A2 3.06% Due 07/25/2023	07/23/2019 07/26/2019 3,350,000.00	3,458,875.00 0.00 0.00 3,458,875.00	1,708.50 8,542.50 1,708.50 8,542.50	0.00 0.00 0.00 8,542.50	8,542.50
3137B5JM6	FHLMC K034 A2 3.531% Due 07/25/2023	08/28/2018 08/31/2018 3,850,000.00	3,931,662.11 0.00 0.00 3,931,662.11	11,328.63 11,328.63 11,328.63 11,328.63	0.00 0.00 0.00 11,328.63	11,328.63
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	Various Various 3,750,000.00	3,837,910.16 0.00 0.00 3,837,910.16	2,204.38 11,022.00 2,204.38 11,022.00	0.00 0.00 0.00 11,022.00	11,022.00
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	Various Various 3,809,148.20	3,949,595.92 0.00 6,674.53 3,942,921.39	9,825.16 9,825.16 9,808.55 9,808.55	0.00 0.00 0.00 9,808.55	9,808.55
3137BYPQ7	FHLMC K726 A2 2.905% Due 04/25/2024	04/22/2019 04/25/2019 3,475,551.80	3,504,102.11 0.00 3,705.54 3,500,396.57	8,422.64 8,422.52 8,413.73 8,413.61	0.00 0.00 0.00 8,413.61	8,413.61
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	25,025.00 0.00 35,452.09 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	5,205.21 0.00 13,423.96 8,218.75	0.00 0.00 0.00 8,218.75	8,218.75

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3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 6,300,000.00	6,277,899.60 0.00 0.00 6,277,899.60	2,625.00 0.00 4,593.75 1,968.75	0.00 0.00 0.00 1,968.75	1,968.75
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 6,295,000.00	6,276,346.05 0.00 0.00 6,276,346.05	10,360.52 11,803.13 524.59 1,967.20	0.00 0.00 0.00 1,967.20	1,967.20
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	08/10/2021 08/18/2021 2,145,000.00	2,144,970.83 0.00 0.00 2,144,970.83	302.09 743.60 255.61 697.12	0.00 0.00 0.00 697.12	697.12
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	09/13/2021 09/15/2021 1,500,000.00	0.00 1,490,190.00 0.00 1,490,190.00	0.00 (3,463.54) 4,046.88 583.34	0.00 0.00 0.00 583.34	583.34
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 Due 05/18/2024	Various Various 0.00	1,521,085.50 0.00 1,521,085.50 0.00	16,387.01 18,932.57 0.00 2,545.56	0.00 0.00 0.00 2,545.56	2,545.56
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 980,000.00	979,922.87 0.00 0.00 979,922.87	357.16 669.67 357.16 669.67	0.00 0.00 0.00 669.67	669.67
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 770,000.00	769,985.91 0.00 0.00 769,985.91	57.75 173.25 57.75 173.25	0.00 0.00 0.00 173.25	173.25
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 1,625,000.00	1,624,761.29 0.00 0.00 1,624,761.29	217.12 501.04 217.12 501.04	0.00 0.00 0.00 501.04	501.04
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 08/22/2022	08/21/2018 08/28/2018 101,305.81	175,581.60 0.00 74,289.69 101,291.91	143.90 431.70 83.01 370.81	0.00 0.00 0.00 370.81	370.81

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43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 1,447,283.41	1,589,808.35 0.00 142,536.96 1,447,271.39	1,257.73 2,358.23 1,144.96 2,245.46	0.00 0.00 0.00 2,245.46	2,245.46
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 1,640,000.00	1,639,622.31 0.00 0.00 1,639,622.31	276.98 519.33 276.98 519.33	0.00 0.00 0.00 519.33	519.33
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 06/17/2024	06/08/2021 06/16/2021 1,900,000.00	1,899,715.00 0.00 0.00 1,899,715.00	278.67 522.50 278.67 522.50	0.00 0.00 0.00 522.50	522.50
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 1,340,000.00	1,339,859.03 0.00 0.00 1,339,859.03	226.31 424.33 226.31 424.33	0.00 0.00 0.00 424.33	424.33
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	10,152.78 0.00 17,236.11 7,083.33	0.00 0.00 0.00 7,083.33	7,083.33
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	29,225.00 31,500.00 2,975.00 5,250.00	0.00 0.00 0.00 5,250.00	5,250.00
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 6,390,000.00	6,360,733.80 0.00 0.00 6,360,733.80	20,345.94 0.00 25,005.31 4,659.37	0.00 0.00 0.00 4,659.37	4,659.37
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 6,300,000.00	6,272,360.85 0.00 0.00 6,272,360.85	10,762.50 0.00 13,387.51 2,625.01	0.00 0.00 0.00 2,625.01	2,625.01
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/20/2021 05/24/2021 1,000,000.00	1,037,330.00 0.00 0.00 1,037,330.00	7,464.08 0.00 9,199.92 1,735.84	0.00 0.00 0.00 1,735.84	1,735.84

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46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	05/24/2021 06/01/2021 3,295,000.00	3,299,268.65 0.00 0.00 3,299,268.65	6,787.70 0.00 9,050.27 2,262.57	0.00 0.00 0.00 2,262.57	2,262.57
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 1,565,000.00	1,565,968.20 0.00 0.00 1,565,968.20	2,864.47 0.00 4,128.21 1,263.74	0.00 0.00 0.00 1,263.74	1,263.74
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 576,601.31	616,656.05 0.00 40,177.15 576,478.90	605.82 1,135.92 566.35 1,096.45	0.00 0.00 0.00 1,096.45	1,096.45
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 740,000.00	739,887.22 0.00 0.00 739,887.22	167.73 314.50 167.73 314.50	0.00 0.00 0.00 314.50	314.50
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	07/18/2018 07/25/2018 92,302.71	148,786.20 0.00 56,490.49 92,295.71	203.69 381.91 126.35 304.57	0.00 0.00 0.00 304.57	304.57
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	08/27/2019 08/29/2019 864,781.06	983,144.81 0.00 100,358.73 882,786.08	1,245.60 2,335.50 1,118.45 2,208.35	0.00 0.00 0.00 2,208.35	2,208.35
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	Various Various 2,065,000.00	2,069,450.34 0.00 0.00 2,069,450.34	1,009.55 1,892.92 1,009.55 1,892.92	0.00 0.00 0.00 1,892.92	1,892.92
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 1,290,000.00	1,289,884.93 0.00 0.00 1,289,884.93	745.33 1,006.20 298.13 559.00	0.00 0.00 0.00 559.00	559.00
57629WDE7	Mass Mutual Global funding Note 1.2% Due 07/16/2026	08/10/2021 08/12/2021 2,272,000.00	2,271,369.92 0.00 0.00 2,271,369.92	3,408.00 0.00 5,680.00 2,272.00	0.00 0.00 0.00 2,272.00	2,272.00

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58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	09/15/2020 09/23/2020 975,000.00	974,950.57 0.00 0.00 974,950.57	173.33 325.00 173.33 325.00	0.00 0.00 0.00 325.00	325.00
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	01/21/2020 01/29/2020 785,777.15	887,758.14 0.00 102,084.56 785,673.58	726.08 1,361.41 642.59 1,277.92	0.00 0.00 0.00 1,277.92	1,277.92
58989V2D5	Met Tower Global Funding Note 1.25% Due 09/14/2026	09/07/2021 09/14/2021 1,715,000.00	0.00 1,713,422.20 0.00 1,713,422.20	0.00 0.00 1,012.33 1,012.33	0.00 0.00 0.00 1,012.33	1,012.33
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 1,801,821.15	1,951,547.95 0.00 149,821.94 1,801,726.01	1,674.08 3,138.91 1,545.56 3,010.39	0.00 0.00 0.00 3,010.39	3,010.39
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	6,849.79 0.00 13,076.88 6,227.09	0.00 0.00 0.00 6,227.09	6,227.09
69371RP59	Paccar Financial Corp Note 3.4% Due 08/09/2023	08/06/2018 08/09/2018 2,300,000.00	2,299,057.00 0.00 0.00 2,299,057.00	4,778.89 0.00 11,295.56 6,516.67	0.00 0.00 0.00 6,516.67	6,516.67
69371RQ25	Paccar Financial Corp Note 2.15% Due 08/15/2024	08/08/2019 08/15/2019 715,000.00	713,419.85 0.00 0.00 713,419.85	683.22 0.00 1,964.26 1,281.04	0.00 0.00 0.00 1,281.04	1,281.04
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	27,000.00 0.00 33,750.00 6,750.00	0.00 0.00 0.00 6,750.00	6,750.00
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 625,000.00	624,681.25 0.00 0.00 624,681.25	531.68 0.00 857.20 325.52	0.00 0.00 0.00 325.52	325.52

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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	5,962.50 0.00 10,931.25 4,968.75	0.00 0.00 0.00 4,968.75	4,968.75
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	03/16/2021 03/18/2021 1,775,000.00	1,774,112.50 0.00 0.00 1,774,112.50	6,027.60 6,656.25 480.73 1,109.38	0.00 0.00 0.00 1,109.38	1,109.38
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	7,799.17 0.00 13,370.00 5,570.83	0.00 0.00 0.00 5,570.83	5,570.83
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	03/26/2019 03/28/2019 1,270,000.00	1,286,078.20 0.00 0.00 1,286,078.20	19,490.97 20,637.50 2,293.06 3,439.59	0.00 0.00 0.00 3,439.59	3,439.59
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 3,325,000.00	3,323,537.00 0.00 0.00 3,323,537.00	7,585.16 0.00 10,702.34 3,117.18	0.00 0.00 0.00 3,117.18	3,117.18
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 1,290,000.00	1,289,759.67 0.00 0.00 1,289,759.67	200.67 376.25 200.67 376.25	0.00 0.00 0.00 376.25	376.25
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 09/15/2022	07/25/2019 07/29/2019 96,080.42	216,923.01 0.00 119,825.49 97,097.52	282.38 529.47 126.40 373.49	0.00 0.00 0.00 373.49	373.49
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 2,825,000.00	2,824,475.68 0.00 0.00 2,824,475.68	326.44 612.08 326.44 612.08	0.00 0.00 0.00 612.08	612.08
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 4,145,000.00	4,136,171.15 0.00 0.00 4,136,171.15	9,441.39 0.00 16,522.43 7,081.04	0.00 0.00 0.00 7,081.04	7,081.04

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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	30,326.09 0.00 37,663.04 7,336.95	0.00 0.00 0.00 7,336.95	7,336.95
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	6,351.90 0.00 17,561.14 11,209.24	0.00 0.00 0.00 11,209.24	11,209.24
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	5,485.73 0.00 15,166.44 9,680.71	0.00 0.00 0.00 9,680.71	9,680.71
912828J43	US Treasury Note 1.75% Due 02/28/2022	03/13/2017 03/15/2017 1,240,000.00	1,227,396.76 0.00 9,819.17 1,217,577.59	60.43 7.73 1,858.29 1,805.59	0.00 0.00 0.00 1,805.59	1,805.59
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	233.08 0.00 7,225.48 6,992.40	0.00 0.00 0.00 6,992.40	6,992.40
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	17,461.96 0.00 25,777.17 8,315.21	0.00 0.00 0.00 8,315.21	8,315.21
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	27,377.72 0.00 34,001.36 6,623.64	0.00 0.00 0.00 6,623.64	6,623.64
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	17,333.56 0.00 25,587.64 8,254.08	0.00 0.00 0.00 8,254.08	8,254.08
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	32,347.82 0.00 40,173.92 7,826.10	0.00 0.00 0.00 7,826.10	7,826.10

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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
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	14,551.63 0.00 21,480.98 6,929.35	0.00 0.00 0.00 6,929.35	6,929.35
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	16,777.17 0.00 24,766.30 7,989.13	0.00 0.00 0.00 7,989.13	7,989.13
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	217.54 0.00 6,743.78 6,526.24	0.00 0.00 0.00 6,526.24	6,526.24
91282CAB7	US Treasury Note 0.25% Due 07/31/2025	03/12/2021 03/15/2021 6,000,000.00	5,879,062.50 0.00 0.00 5,879,062.50	1,304.35 0.00 2,527.17 1,222.82	0.00 0.00 0.00 1,222.82	1,222.82
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	03/29/2021 03/30/2021 3,200,000.00	3,130,375.00 0.00 0.00 3,130,375.00	3,366.12 4,000.00 21.98 655.86	0.00 0.00 0.00 655.86	655.86
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/19/2021 02/22/2021 6,000,000.00	5,923,125.00 0.00 0.00 5,923,125.00	5,054.35 0.00 6,277.17 1,222.82	0.00 0.00 0.00 1,222.82	1,222.82
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 3,800,000.00	3,731,867.19 0.00 0.00 3,731,867.19	3,620.90 0.00 4,788.93 1,168.03	0.00 0.00 0.00 1,168.03	1,168.03
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	03/30/2021 03/31/2021 2,900,000.00	2,892,976.56 0.00 0.00 2,892,976.56	3,349.18 3,625.00 320.44 596.26	0.00 0.00 0.00 596.26	596.26
91282CCW9	US Treasury Note 0.75% Due 08/31/2026	09/23/2021 09/24/2021 1,570,000.00	0.00 1,558,899.61 0.00 1,558,899.61	0.00 (780.66) 1,008.36 227.70	0.00 0.00 0.00 227.70	227.70

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91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 805,000.00	807,605.05 0.00 0.00 807,605.05	2,622.96 0.00 3,394.42 771.46	0.00 0.00 0.00 771.46	771.46
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 2,260,000.00	2,259,525.40 0.00 0.00 2,259,525.40	324.56 885.17 324.56 885.17	0.00 0.00 0.00 885.17	885.17
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 1,390,000.00	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	12,277.78 0.00 17,944.44 5,666.66	0.00 0.00 0.00 5,666.66	5,666.66
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 785,000.00	0.00 783,516.35 0.00 783,516.35	0.00 0.00 320.54 320.54	0.00 0.00 0.00 320.54	320.54
			305,063,140.84	1,056,877.17	0.00	
			6,495,930.12	417,832.35	0.00	
			4,833,169.75	1,067,524.56	0.00	
Total Fixed Income		305,535,653.02	306,725,901.21	428,479.74	428,479.74	428,479.74
CASH & EQUIVALENT						
60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 879,410.35	2,118,314.58 3,527,851.78 4,766,756.01 879,410.35	0.00 40.70 0.00 40.70	0.00 0.00 0.00 40.70	40.70

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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
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 04/28/2022	04/29/2021 04/30/2021 500,000.00	499,999.98 0.00 0.00 499,999.98	420.00 0.00 520.00 100.00	0.00 0.00 0.00 100.00	100.00
			2,618,314.56	420.00	0.00	
			3,527,851.78	40.70	0.00	
			4,766,756.01	520.00	0.00	
Total Cash & Equivalent		1,379,410.35	1,379,410.33	140.70	140.70	140.70
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund State Pool	Various Various 66,632,774.64	63,432,774.64 3,200,000.00 0.00 66,632,774.64	24,359.47 0.00 35,239.67 10,880.20	0.00 0.00 0.00 10,880.20	10,880.20
			63,432,774.64	24,359.47	0.00	
			3,200,000.00	0.00	0.00	
			0.00	35,239.67	0.00	
Total Local Agency Investment Fund		66,632,774.64	66,632,774.64	10,880.20	10,880.20	10,880.20
			371,114,230.04	1,081,656.64	0.00	
			13,223,781.90	417,873.05	0.00	
			9,599,925.76	1,103,284.23	0.00	
TOTAL PORTFOLIO		373,547,838.01	374,738,086.18	439,500.64	439,500.64	439,500.64

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10/01/2021	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
10/10/2021	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
10/15/2021	Dividend	90LAIF\$00	5,892,773,435.13	Local Agency Investment Fund State Pool	0.00	34,909.42	34,909.42
10/15/2021	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
10/15/2021	Paydown	477870AC3	576,601.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	20,782.84	1,061.91	21,844.75
10/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
10/15/2021	Paydown	89238TAD5	96,080.42	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	7,796.08	237.00	8,033.08
10/15/2021	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
10/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	28,499.84	669.67	29,169.51
10/15/2021	Paydown	43815NAC8	1,447,283.41	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	152,201.70	2,146.80	154,348.50
10/15/2021	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
10/15/2021	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
10/15/2021	Paydown	47788EAC2	92,302.71	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	6,388.42	236.91	6,625.33
10/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	56,287.20	1,892.91	58,180.11
10/15/2021	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
10/15/2021	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	34,279.46	376.25	34,655.71
10/15/2021	Paydown	58770FAC6	785,777.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	93,717.55	1,204.86	94,922.41

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10/15/2021	Paydown	65479JAD5	1,801,821.15	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	51,053.10	2,897.93	53,951.03
10/15/2021	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
10/15/2021	Paydown	47789JAD8	864,781.06	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	77,690.57	2,097.09	79,787.66
10/15/2021	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
10/18/2021	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
10/20/2021	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
10/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	41,941.34	2,247.17	44,188.51
10/20/2021	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
10/20/2021	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	54,691.34	885.17	55,576.51
10/21/2021	Paydown	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
10/21/2021	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
10/21/2021	Paydown	43815HAC1	101,305.81	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	8,328.62	249.04	8,577.66
10/21/2021	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	6,448.08	9,825.16	16,273.24
10/21/2021	Paydown	3137BYPQ7	0.00	FHLMC K726 A2 2.905% Due 4/25/2024	3,679.24	8,422.52	12,101.76
10/22/2021	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
10/22/2021	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
10/25/2021	Interest	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	9,808.55	9,808.55

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10/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
10/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
10/25/2021	Interest	3137BYPQ7	3,475,551.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,413.73	8,413.73
10/25/2021	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	348.33	348.33
10/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
10/28/2021	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
10/31/2021	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
10/31/2021	Interest	912828T91	5,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	40,625.00	40,625.00
10/31/2021	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
10/31/2021	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
OCT 2021					643,785.38	456,535.21	1,100,320.59
11/01/2021	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
11/01/2021	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
11/03/2021	Interest	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	26,580.00	26,580.00
11/07/2021	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
11/08/2021	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
11/12/2021	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00

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11/15/2021	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,525.89	4,525.89
11/15/2021	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
11/15/2021	Paydown	58770FAC6	785,777.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	87,918.58	1,061.16	88,979.74
11/15/2021	Paydown	89238TAD5	96,080.42	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	7,833.76	217.77	8,051.53
11/15/2021	Paydown	43815NAC8	1,447,283.41	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	146,503.37	1,921.04	148,424.41
11/15/2021	Paydown	47788EAC2	92,302.71	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	6,419.30	220.51	6,639.81
11/15/2021	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
11/15/2021	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
11/15/2021	Paydown	47789JAD8	864,781.06	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	77,874.44	1,908.69	79,783.13
11/15/2021	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
11/15/2021	Paydown	65479JAD5	1,801,821.15	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	51,167.97	2,815.82	53,983.79
11/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	28,519.32	650.19	29,169.51
11/15/2021	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
11/15/2021	Paydown	477870AC3	576,601.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	20,826.14	1,023.63	21,849.77
11/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
11/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	56,441.97	1,841.33	58,283.30

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11/15/2021	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	34,188.96	366.25	34,555.21
11/15/2021	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
11/18/2021	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
11/20/2021	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
11/20/2021	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	54,712.76	863.75	55,576.51
11/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	42,035.71	2,179.36	44,215.07
11/21/2021	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
11/21/2021	Paydown	43815HAC1	101,305.81	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	8,349.09	228.57	8,577.66
11/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
11/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
11/25/2021	Interest	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	9,808.55	9,808.55
11/25/2021	Interest	3137BYPQ7	3,475,551.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,413.73	8,413.73
11/25/2021	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
11/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
11/30/2021	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
NOV 2021					622,791.37	241,542.65	864,334.02
12/01/2021	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40

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12/08/2021	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
12/10/2021	Interest	40139LBC6	1,500,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	6,562.50	6,562.50
12/14/2021	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
12/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
12/15/2021	Paydown	58770FAC6	785,777.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	82,095.50	926.35	83,021.85
12/15/2021	Paydown	65479JAD5	1,801,821.15	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	51,283.10	2,733.52	54,016.62
12/15/2021	Paydown	89238TAD5	96,080.42	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	7,871.63	198.44	8,070.07
12/15/2021	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
12/15/2021	Paydown	43815NAC8	1,447,283.41	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	140,791.26	1,703.72	142,494.98
12/15/2021	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
12/15/2021	Paydown	47789JAD8	864,781.06	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	78,058.73	1,719.85	79,778.58
12/15/2021	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
12/15/2021	Paydown	477870AC3	576,601.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	20,869.52	985.28	21,854.80
12/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	28,538.81	630.70	29,169.51
12/15/2021	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
12/15/2021	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
12/15/2021	Paydown	47788EAC2	92,302.71	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	6,450.32	204.04	6,654.36

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12/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	56,597.20	1,789.58	58,386.78
12/15/2021	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
12/15/2021	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	34,097.46	356.28	34,453.74
12/17/2021	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
12/18/2021	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
12/18/2021	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
12/19/2021	Interest	3137EAEN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	62,562.50	62,562.50
12/19/2021	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
12/20/2021	Interest	05531FBG7	3,000,000.00	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	0.00	45,750.00	45,750.00
12/20/2021	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
12/20/2021	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	54,734.19	842.32	55,576.51
12/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	42,130.29	2,111.40	44,241.69
12/21/2021	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
12/21/2021	Paydown	43815HAC1	101,305.81	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	8,369.62	208.04	8,577.66
12/23/2021	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
12/24/2021	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

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12/25/2021	Interest	3137BYPQ7	3,475,551.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,413.73	8,413.73
12/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
12/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
12/25/2021	Interest	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	9,808.55	9,808.55
12/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
12/25/2021	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
12/26/2021	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
12/31/2021	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
12/31/2021	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
12/31/2021	Interest	912828XG0	4,000,000.00	US Treasury Note 2.125% Due 6/30/2022	0.00	42,500.00	42,500.00
12/31/2021	Interest	912828N30	4,800,000.00	US Treasury Note 2.125% Due 12/31/2022	0.00	51,000.00	51,000.00
DEC 2021					611,887.63	671,570.18	1,283,457.81
01/07/2022	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
01/14/2022	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
01/15/2022	Interest	79466LAG9	625,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	1,985.68	1,985.68
01/15/2022	Paydown	89238TAD5	96,080.42	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	7,909.67	179.03	8,088.70
01/15/2022	Paydown	43815NAC8	1,447,283.41	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	135,065.34	1,494.88	136,560.22

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01/15/2022	Paydown	47789JAD8	864,781.06	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	78,243.47	1,530.56	79,774.03
01/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
01/15/2022	Paydown	65479JAD5	1,801,821.15	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	51,398.49	2,651.04	54,049.53
01/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
01/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
01/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
01/15/2022	Paydown	58770FAC6	785,777.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	76,248.21	800.47	77,048.68
01/15/2022	Paydown	47788EAC2	92,302.71	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	6,481.50	187.48	6,668.98
01/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	28,558.31	611.20	29,169.51
01/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
01/15/2022	Paydown	477870AC3	576,601.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	20,913.01	946.84	21,859.85
01/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
01/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	56,752.84	1,737.70	58,490.54
01/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	34,004.96	346.33	34,351.29
01/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
01/16/2022	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
01/17/2022	Interest	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	4,815.00	4,815.00

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01/18/2022	Maturity	4581X0CW6	4,000,000.00	Inter-American Dev Bank Note 2.125% Due 1/18/2022	4,000,000.00	42,500.00	4,042,500.00
01/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
01/19/2022	Interest	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	33,425.00	33,425.00
01/19/2022	Interest	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	65,312.50	65,312.50
01/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	42,225.09	2,043.29	44,268.38
01/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
01/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	54,755.63	820.88	55,576.51
01/21/2022	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
01/21/2022	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
01/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
01/21/2022	Paydown	43815HAC1	101,305.81	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	8,390.19	187.47	8,577.66
01/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
01/25/2022	Interest	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	9,808.55	9,808.55
01/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
01/25/2022	Interest	3137BY PQ7	3,475,551.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,413.73	8,413.73
01/25/2022	Interest	808513AT2	2,250,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	29,812.50	29,812.50
01/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
01/28/2022	Interest	69353RFE3	3,050,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.00	37,362.50	37,362.50
01/31/2022	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
JAN 2022					4,600,946.71	408,535.79	5,009,482.50
02/09/2022	Interest	69371RP59	2,300,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	39,100.00	39,100.00
02/11/2022	Interest	06406RAJ6	3,254,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	56,131.50	56,131.50
02/12/2022	Interest	3137EAEPO	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
02/15/2022	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
02/15/2022	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
02/15/2022	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
02/15/2022	Paydown	89238TAD5	96,080.42	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	7,947.90	159.52	8,107.42
02/15/2022	Paydown	47789JAD8	864,781.06	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	78,428.65	1,340.82	79,769.47
02/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	85,297.86	325.00	85,622.86
02/15/2022	Paydown	43815NAC8	1,447,283.41	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	129,325.56	1,294.54	130,620.10
02/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
02/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
02/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00

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02/15/2022	Paydown	58770FAC6	785,777.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	70,376.63	683.56	71,060.19
02/15/2022	Paydown	65479JAD5	1,801,821.15	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	51,514.13	2,568.38	54,082.51
02/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
02/15/2022	Paydown	477870AC3	576,601.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	20,956.57	908.33	21,864.90
02/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	28,577.82	591.69	29,169.51
02/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
02/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
02/15/2022	Paydown	47788EAC2	92,302.71	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	6,512.82	170.85	6,683.67
02/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	56,908.90	1,685.68	58,594.58
02/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,911.43	336.42	34,247.85
02/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
02/19/2022	Paydown	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	36,289.12	74.76	36,363.88
02/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	42,320.09	1,975.03	44,295.12
02/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	54,777.08	799.43	55,576.51
02/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
02/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
02/21/2022	Paydown	43815HAC1	101,305.81	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	8,410.82	166.84	8,577.66

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02/25/2022	Interest	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	9,715.11	9,715.11
02/25/2022	Interest	3137BYPQ7	3,475,551.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,413.73	8,413.73
02/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
02/25/2022	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
02/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
02/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
02/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
02/28/2022	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50
02/28/2022	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
02/28/2022	Interest	912828L24	4,500,000.00	US Treasury Note 1.875% Due 8/31/2022	0.00	42,187.50	42,187.50
02/28/2022	Maturity	912828J43	1,240,000.00	US Treasury Note 1.75% Due 2/28/2022	1,240,000.00	10,850.00	1,250,850.00
FEB 2022					1,951,555.38	457,126.73	2,408,682.11
03/05/2022	Interest	06051GHF9	2,550,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	45,262.50	45,262.50
03/06/2022	Interest	24422ETG4	1,500,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	21,000.00	21,000.00
03/08/2022	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
03/08/2022	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
03/11/2022	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50

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03/13/2022	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
03/14/2022	Interest	4581X0CZ9	3,600,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.00	31,500.00	31,500.00
03/14/2022	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
03/15/2022	Interest	084670BR8	2,500,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.00	34,375.00	34,375.00
03/15/2022	Interest	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	3,625.00	3,625.00
03/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	28,597.35	572.16	29,169.51
03/15/2022	Paydown	43815NAC8	1,447,283.41	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	123,571.92	1,102.70	124,674.62
03/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
03/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,035.51	314.50	32,350.01
03/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	57,065.41	1,633.51	58,698.92
03/15/2022	Paydown	65479JAD5	1,801,821.15	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	51,630.03	2,485.53	54,115.56
03/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,816.89	326.53	34,143.42
03/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
03/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
03/15/2022	Paydown	477870AC3	576,601.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	21,000.23	869.73	21,869.96
03/15/2022	Paydown	47789JAD8	864,781.06	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	78,614.26	1,150.63	79,764.89
03/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	84,563.12	296.57	84,859.69

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03/15/2022	Paydown	89238TAD5	96,080.42	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	7,986.32	139.91	8,126.23
03/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
03/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
03/15/2022	Paydown	47788EAC2	92,302.71	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	6,544.30	154.13	6,698.43
03/15/2022	Paydown	58770FAC6	785,777.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	64,480.66	575.65	65,056.31
03/17/2022	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25
03/18/2022	Interest	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	6,656.25	6,656.25
03/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,142.63	501.04	77,643.67
03/19/2022	Paydown	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	267,249.41	550.54	267,799.95
03/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
03/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	54,798.53	777.98	55,576.51
03/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	42,415.31	1,906.61	44,321.92
03/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
03/21/2022	Paydown	43815HAC1	101,305.81	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	8,431.49	146.17	8,577.66
03/23/2022	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
03/25/2022	Interest	3137BYPQ7	3,475,551.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,413.73	8,413.73
03/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2022	Interest	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	9,026.94	9,026.94
03/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
03/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
03/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
03/31/2022	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
MAR 2022					1,039,943.37	380,555.81	1,420,499.18
04/01/2022	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
04/10/2022	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
04/15/2022	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
04/15/2022	Paydown	477870AC3	576,601.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	21,043.98	831.06	21,875.04
04/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,048.07	300.88	32,348.95
04/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
04/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
04/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	28,616.89	552.62	29,169.51
04/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
04/15/2022	Paydown	47788EAC2	92,302.71	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	6,575.94	137.33	6,713.27
04/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	57,222.34	1,581.20	58,803.54

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04/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,721.33	316.66	34,037.99
04/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
04/15/2022	Paydown	47789JAD8	864,781.06	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	78,800.31	959.99	79,760.30
04/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	83,828.02	268.38	84,096.40
04/15/2022	Paydown	89238TAD5	96,080.42	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	8,024.92	120.21	8,145.13
04/15/2022	Paydown	43815NAC8	1,447,283.41	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	117,804.36	919.41	118,723.77
04/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
04/15/2022	Paydown	58770FAC6	785,777.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	58,560.24	476.77	59,037.01
04/15/2022	Paydown	65479JAD5	1,801,821.15	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	51,746.20	2,402.49	54,148.69
04/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,166.41	477.26	77,643.67
04/19/2022	Paydown	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	268,278.10	552.65	268,830.75
04/20/2022	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
04/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
04/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	54,819.99	756.52	55,576.51
04/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	42,510.74	1,838.04	44,348.78
04/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
04/21/2022	Paydown	43815HAC1	101,305.81	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	8,452.22	125.44	8,577.66

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/22/2022	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
04/22/2022	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
04/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
04/25/2022	Interest	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	8,336.12	8,336.12
04/25/2022	Interest	3137BYPQ7	3,475,551.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,413.73	8,413.73
04/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
04/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
04/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
04/28/2022	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
04/28/2022	Maturity	89114W7M1	500,000.00	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	500,000.00	1,216.67	501,216.67
04/30/2022	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
04/30/2022	Interest	912828T91	5,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	40,625.00	40,625.00
04/30/2022	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
04/30/2022	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
APR 2022					1,529,220.06	386,980.30	1,916,200.36
05/01/2022	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
05/01/2022	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00

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05/03/2022	Interest	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	26,580.00	26,580.00
05/07/2022	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
05/08/2022	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
05/12/2022	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
05/15/2022	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
05/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
05/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
05/15/2022	Paydown	58770FAC6	785,777.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	52,615.24	386.98	53,002.22
05/15/2022	Paydown	47788EAC2	92,302.71	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	6,607.72	120.45	6,728.17
05/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	28,636.45	533.06	29,169.51
05/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
05/15/2022	Paydown	477870AC3	576,601.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	21,087.83	792.30	21,880.13
05/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,060.62	287.26	32,347.88
05/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	57,379.70	1,528.75	58,908.45
05/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
05/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,624.72	306.83	33,931.55

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05/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
05/15/2022	Paydown	43815NAC8	1,447,283.41	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	112,022.89	744.66	112,767.55
05/15/2022	Paydown	47789JAD8	864,781.06	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	78,986.81	768.90	79,755.71
05/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	83,092.54	240.44	83,332.98
05/15/2022	Paydown	65479JAD5	1,801,821.15	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	51,862.64	2,319.26	54,181.90
05/15/2022	Paydown	89238TAD5	96,080.42	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	8,063.70	100.42	8,164.12
05/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,190.21	453.46	77,643.67
05/19/2022	Paydown	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	848,487.54	1,747.89	850,235.43
05/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	42,606.40	1,769.31	44,375.71
05/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
05/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	54,841.47	735.04	55,576.51
05/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
05/21/2022	Paydown	43815HAC1	101,305.81	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	8,473.00	104.66	8,577.66
05/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
05/25/2022	Interest	3137BYPQ7	3,475,551.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,413.73	8,413.73
05/25/2022	Interest	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	6,151.27	6,151.27
05/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63

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05/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
05/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
05/31/2022	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
MAY 2022					1,597,639.48	234,489.29	1,832,128.77
06/01/2022	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
06/08/2022	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
06/10/2022	Interest	40139LBC6	1,500,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	6,562.50	6,562.50
06/14/2022	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
06/15/2022	Paydown	43815NAC8	1,447,283.41	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	106,227.44	578.50	106,805.94
06/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
06/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,073.17	273.64	32,346.81
06/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
06/15/2022	Paydown	58770FAC6	785,777.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	46,645.59	306.31	46,951.90
06/15/2022	Paydown	65479JAD5	1,801,821.15	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	51,979.33	2,235.85	54,215.18
06/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,971.44	612.08	128,583.52
06/15/2022	Paydown	477870AC3	576,601.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	21,131.76	753.46	21,885.22
06/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	28,656.02	513.49	29,169.51

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06/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,809.28	519.33	78,328.61
06/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
06/15/2022	Paydown	47788EAC2	92,302.71	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	6,639.66	103.49	6,743.15
06/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	57,537.50	1,476.15	59,013.65
06/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,527.07	297.02	33,824.09
06/15/2022	Paydown	47789JAD8	864,781.06	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	79,173.75	577.35	79,751.10
06/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	82,356.69	212.74	82,569.43
06/15/2022	Paydown	89238TAD5	96,080.42	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	8,102.68	80.53	8,183.21
06/17/2022	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
06/18/2022	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
06/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,214.01	429.66	77,643.67
06/19/2022	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
06/19/2022	Interest	3137EAEN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	62,562.50	62,562.50
06/19/2022	Paydown	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	239,639.86	493.66	240,133.52
06/20/2022	Maturity	05531FBG7	3,000,000.00	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	3,000,000.00	45,750.00	3,045,750.00
06/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	42,702.26	1,700.43	44,402.69

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06/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
06/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	54,862.94	713.57	55,576.51
06/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
06/21/2022	Paydown	43815HAC1	101,305.81	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	8,493.83	83.83	8,577.66
06/23/2022	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
06/24/2022	Interest	166764AH3	3,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	0.00	47,865.00	47,865.00
06/25/2022	Interest	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	5,534.20	5,534.20
06/25/2022	Interest	3137BYPQ7	3,475,551.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,413.73	8,413.73
06/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
06/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
06/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
06/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
06/26/2022	Interest	931142EK5	2,000,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	34,000.00	34,000.00
06/30/2022	Interest	912828N30	4,800,000.00	US Treasury Note 2.125% Due 12/31/2022	0.00	51,000.00	51,000.00
06/30/2022	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
06/30/2022	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
06/30/2022	Maturity	912828XG0	4,000,000.00	US Treasury Note 2.125% Due 6/30/2022	4,000,000.00	42,500.00	4,042,500.00

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JUN 2022					8,182,744.28	662,575.45	8,845,319.73
07/07/2022	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
07/14/2022	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
07/15/2022	Interest	79466LAG9	625,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	1,953.13	1,953.13
07/15/2022	Paydown	89238TAD5	96,080.42	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	8,141.84	60.54	8,202.38
07/15/2022	Paydown	477870AC3	576,601.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	21,175.78	714.55	21,890.33
07/15/2022	Paydown	47789JAD8	864,781.06	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	79,361.12	385.36	79,746.48
07/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	81,620.47	185.29	81,805.76
07/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,837.81	494.69	78,332.50
07/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
07/15/2022	Paydown	47788EAC2	92,302.71	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	6,671.75	86.45	6,758.20
07/15/2022	Paydown	58770FAC6	785,777.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	40,651.20	234.78	40,885.98
07/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	28,675.60	493.91	29,169.51
07/15/2022	Paydown	43815NAC8	1,447,283.41	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100,418.01	420.92	100,838.93
07/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
07/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,085.73	260.01	32,345.74
07/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	57,695.72	1,423.41	59,119.13

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07/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
07/15/2022	Paydown	65479JAD5	1,801,821.15	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	52,096.28	2,152.25	54,248.53
07/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,428.37	287.24	33,715.61
07/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,013.03	584.36	128,597.39
07/16/2022	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
07/17/2022	Interest	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	4,815.00	4,815.00
07/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,237.81	405.86	77,643.67
07/19/2022	Interest	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	33,425.00	33,425.00
07/19/2022	Interest	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	65,312.50	65,312.50
07/19/2022	Paydown	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	554,073.20	1,141.39	555,214.59
07/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	42,798.34	1,631.40	44,429.74
07/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
07/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	54,884.43	692.08	55,576.51
07/21/2022	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
07/21/2022	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
07/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
07/21/2022	Paydown	43815HAC1	101,305.81	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	8,514.71	62.95	8,577.66

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
07/25/2022	Interest	3137BYPQ7	3,475,551.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,413.73	8,413.73
07/25/2022	Interest	808513AT2	2,250,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	29,812.50	29,812.50
07/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
07/25/2022	Interest	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	4,107.46	4,107.46
07/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
07/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
07/28/2022	Maturity	69353RFE3	3,050,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	3,050,000.00	37,362.50	3,087,362.50
07/31/2022	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
JUL 2022					4,535,381.20	356,210.47	4,891,591.67
08/09/2022	Interest	69371RP59	2,300,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	39,100.00	39,100.00
08/11/2022	Interest	06406RAJ6	3,254,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	56,131.50	56,131.50
08/12/2022	Interest	3137EAEPO	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
08/15/2022	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
08/15/2022	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
08/15/2022	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
08/15/2022	Paydown	477870AC3	576,601.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	21,219.90	675.55	21,895.45

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08/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,098.30	246.37	32,344.67
08/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
08/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,054.64	556.62	128,611.26
08/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,328.61	277.49	33,606.10
08/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	28,695.19	474.32	29,169.51
08/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
08/15/2022	Paydown	47788EAC2	92,302.71	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	6,703.99	69.33	6,773.32
08/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	57,854.39	1,370.52	59,224.91
08/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,866.34	470.05	78,336.39
08/15/2022	Paydown	47789JAD8	864,781.06	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	79,548.94	192.91	79,741.85
08/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	80,883.88	158.08	81,041.96
08/15/2022	Paydown	89238TAD5	96,080.42	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	8,181.19	40.46	8,221.65
08/15/2022	Paydown	43815NAC8	1,447,283.41	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	94,594.54	271.97	94,866.51
08/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
08/15/2022	Paydown	58770FAC6	785,777.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	34,631.98	172.45	34,804.43
08/15/2022	Paydown	65479JAD5	1,801,821.15	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	52,213.50	2,068.46	54,281.96
08/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,261.63	382.04	77,643.67

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08/19/2022	Paydown	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	751,674.03	1,548.44	753,222.47
08/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	42,894.63	1,562.21	44,456.84
08/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
08/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	54,905.93	670.58	55,576.51
08/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,411.69	173.25	38,584.94
08/21/2022	Paydown	43815HAC1	101,305.81	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	8,535.64	42.02	8,577.66
08/22/2022	Paydown	43815HAC1	101,305.81	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	8,556.62	0.00	8,556.62
08/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
08/25/2022	Interest	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	2,171.90	2,171.90
08/25/2022	Interest	3137BYPQ7	3,475,551.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,413.73	8,413.73
08/25/2022	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
08/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
08/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
08/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
08/31/2022	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50
08/31/2022	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
08/31/2022	Maturity	912828L24	4,500,000.00	US Treasury Note 1.875% Due 8/31/2022	4,500,000.00	42,187.50	4,542,187.50

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AUG 2022					6,218,115.56	434,955.59	6,653,071.15
09/05/2022	Interest	06051GHF9	2,550,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	45,262.50	45,262.50
09/06/2022	Interest	24422ETG4	1,500,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	21,000.00	21,000.00
09/08/2022	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
09/08/2022	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
09/11/2022	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50
09/13/2022	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
09/14/2022	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
09/14/2022	Maturity	4581X0CZ9	3,600,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	3,600,000.00	31,500.00	3,631,500.00
09/15/2022	Interest	084670BR8	2,500,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.00	34,375.00	34,375.00
09/15/2022	Interest	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	3,625.00	3,625.00
09/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	28,714.80	454.71	29,169.51
09/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
09/15/2022	Paydown	477870AC3	576,601.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	21,264.10	636.47	21,900.57
09/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,110.87	232.73	32,343.60
09/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	58,013.49	1,317.48	59,330.97
09/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00

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09/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,227.77	267.77	33,495.54
09/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,096.26	528.87	128,625.13
09/15/2022	Paydown	43815NAC8	1,447,283.41	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	88,757.02	131.66	88,888.68
09/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	80,146.91	131.12	80,278.03
09/15/2022	Paydown	58770FAC6	785,777.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	28,587.82	119.35	28,707.17
09/15/2022	Paydown	65479JAD5	1,801,821.15	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	52,330.98	1,984.48	54,315.46
09/15/2022	Paydown	89238TAD5	96,080.42	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	8,220.73	20.28	8,241.01
09/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,894.89	445.39	78,340.28
09/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
09/15/2022	Paydown	47788EAC2	92,302.71	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	6,736.40	52.12	6,788.52
09/17/2022	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25
09/18/2022	Interest	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	6,656.25	6,656.25
09/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,285.45	358.22	77,643.67
09/19/2022	Paydown	3137BM6P6	3,809,148.20	FHLMC K721 A2 3.09% Due 8/25/2022	843,456.93	1,737.53	845,194.46
09/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
09/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	54,927.43	649.08	55,576.51
09/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	42,991.15	1,492.86	44,484.01

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09/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,420.97	164.61	38,585.58
09/23/2022	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
09/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
09/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
09/25/2022	Interest	3137BYPQ7	3,475,551.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,413.73	8,413.73
09/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
09/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
09/30/2022	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
SEP 2022					5,301,183.97	367,445.05	5,668,629.02
TOTAL					36,835,194.39	5,058,522.52	41,893,716.91

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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	66,632,774.64	Various 0.21%	66,632,774.64 66,632,774.64	1.00 0.21%	66,632,774.64 35,239.67	17.52% 0.00	NR NR	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	879,410.35	Various 0.03%	879,410.35 879,410.35	1.00 0.03%	879,410.35 0.00	0.23% 0.00	Aaa AAA	0.00 0.00
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	100.58 0.21%	4,023,000.00 17,236.11	1.06% 14,400.00	Aaa NR	0.30 0.30
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,240,000.00	03/13/2017 2.14%	1,217,577.59 1,217,577.59	100.70 0.06%	1,248,718.44 1,858.29	0.33% 31,140.85	Aaa AA+	0.41 0.42
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	785,777.15	01/21/2020 1.85%	785,673.58 785,673.58	100.51 0.20%	789,761.82 642.59	0.21% 4,088.24	Aaa AAA	0.44 0.31
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	1,447,283.41	08/20/2019 1.79%	1,447,271.39 1,447,271.39	100.75 0.23%	1,458,074.36 1,144.96	0.38% 10,802.97	Aaa AAA	0.45 0.48
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	864,781.06	08/27/2019 1.90%	882,786.08 882,786.08	100.88 0.11%	872,370.37 1,118.45	0.23% (10,415.71)	Aaa NR	0.46 0.31
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	96,080.42	07/25/2019 2.31%	97,097.52 97,097.52	100.12 0.03%	96,197.74 126.40	0.03% (899.78)	Aaa AAA	0.50 0.04
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	101,305.81	08/21/2018 2.98%	101,291.91 101,291.91	100.22 0.22%	101,533.34 83.01	0.03% 241.43	Aaa NR	0.51 0.08
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	500,000.00	04/29/2021 0.24%	499,999.98 499,999.98	100.04 0.16%	500,223.50 520.00	0.13% 223.52	P-1 A-1	0.58 0.57
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	92,302.71	07/18/2018 3.10%	92,295.71 92,295.71	100.19 0.18%	92,479.28 126.35	0.02% 183.57	Aaa NR	0.59 0.07
05531FBG7	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	3,000,000.00	07/26/2021 0.43%	3,070,320.00 3,070,320.00	101.79 0.24%	3,053,739.00 25,670.83	0.81% (16,581.00)	A3 A-	0.64 0.63
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	101.67 0.20%	3,100,968.55 13,076.88	0.82% 51,243.05	A2 A	0.74 0.74
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	101.53 0.09%	4,061,092.00 21,480.98	1.07% 4,359.85	Aaa AA+	0.75 0.74
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	3,809,148.20	Various 2.22%	3,942,921.39 3,942,921.39	101.55 0.53%	3,868,148.17 9,808.55	1.02% (74,773.22)	Aaa NR	0.77 0.68

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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
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	625,000.00	06/29/2021 0.64%	624,681.25	100.19	626,160.63	0.16%	A2	0.79
				624,681.25	0.39%	857.20	1,479.38	A+	0.79
58769EAC2	Mercedes-Benz Auto Lease Trust 2020- B A3 0.4% Due 11/15/2023	975,000.00	09/15/2020 0.40%	974,950.57	100.15	976,486.88	0.26%	NR	0.82
				974,950.57	0.24%	173.33	1,536.31	AAA	0.92
912828L24	US Treasury Note 1.875% Due 8/31/2022	4,500,000.00	10/17/2017 1.98%	4,478,906.25	101.63	4,573,476.00	1.20%	Aaa	0.92
				4,478,906.25	0.09%	7,225.48	94,569.75	AA+	0.91
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	3,600,000.00	Various 2.30%	3,512,573.00	101.48	3,653,348.40	0.96%	Aaa	0.96
				3,512,573.00	0.20%	2,975.00	140,775.40	AAA	0.95
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	576,601.31	07/16/2019 2.23%	576,478.90	100.95	582,095.75	0.15%	Aaa	1.14
				576,478.90	0.27%	566.35	5,616.85	NR	0.49
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	2,250,000.00	Various 2.32%	2,273,392.50	102.90	2,315,331.00	0.61%	A2	1.24
				2,273,392.50	0.29%	10,931.25	41,938.50	A	1.22
912828N30	US Treasury Note 2.125% Due 12/31/2022	4,800,000.00	01/25/2018 2.46%	4,725,375.00	102.46	4,918,310.40	1.30%	Aaa	1.25
				4,725,375.00	0.15%	25,777.17	192,935.40	AA+	1.23
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	103.13	2,578,177.50	0.68%	Aa2	1.29
				2,425,225.00	0.32%	3,055.56	152,952.50	AA	1.27
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	1,625,000.00	09/22/2020 0.38%	1,624,761.29	100.11	1,626,815.13	0.43%	NR	1.30
				1,624,761.29	0.28%	217.12	2,053.84	AAA	1.20
3135G0T94	FNMA Note 2.375% Due 1/19/2023	5,500,000.00	04/11/2018 2.71%	5,418,930.00	102.83	5,655,463.00	1.49%	Aaa	1.30
				5,418,930.00	0.20%	26,125.00	236,533.00	AA+	1.28
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	100.99	1,403,727.64	0.37%	NR	1.36
				1,389,892.83	0.23%	823.96	13,834.81	AAA	0.57
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	740,000.00	07/14/2020 0.52%	739,887.22	100.21	741,552.52	0.19%	Aaa	1.38
				739,887.22	0.30%	167.73	1,665.30	NR	0.97
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	980,000.00	05/18/2020 0.83%	979,922.87	100.52	985,081.30	0.26%	Aaa	1.42
				979,922.87	0.24%	357.16	5,158.43	AAA	0.89
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	2,550,000.00	Various 2.89%	2,570,550.00	104.21	2,657,408.55	0.70%	A2	1.43
				2,570,550.00	0.59%	6,537.92	86,858.55	A-	1.40

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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
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,801,821.15	10/16/2019 1.94%	1,801,726.01	101.00	1,819,821.34	0.48%	Aaa	1.43
				1,801,726.01	0.22%	1,545.56	18,095.33	AAA	0.58
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	1,500,000.00	Various 3.52%	1,454,530.00	103.53	1,552,885.50	0.41%	A2	1.43
				1,454,530.00	0.33%	2,916.66	98,355.50	A	1.41
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	2,065,000.00	Various 1.00%	2,069,450.34	100.69	2,079,283.61	0.55%	Aaa	1.48
				2,069,450.34	0.22%	1,009.55	9,833.27	NR	0.78
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	104.23	3,126,960.00	0.83%	Aa2	1.48
				2,982,300.00	0.33%	25,793.91	144,660.00	AA-	1.45
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	1,640,000.00	10/20/2020 0.39%	1,639,622.31	100.07	1,641,184.08	0.43%	NR	1.54
				1,639,622.31	0.33%	276.98	1,561.77	AAA	1.39
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	2,825,000.00	02/02/2021 0.27%	2,824,475.68	99.90	2,822,121.33	0.74%	Aaa	1.58
				2,824,475.68	0.34%	326.44	(2,354.35)	NR	1.36
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	2,215,000.00	11/28/2018 3.54%	2,112,644.85	103.23	2,286,568.87	0.61%	Aa1	1.59
				2,112,644.85	0.36%	21,854.67	173,924.02	AA+	1.55
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019 2.18%	3,458,875.00	104.20	3,490,693.30	0.92%	Aaa	1.61
				3,458,875.00	0.45%	1,708.50	31,818.30	NR	1.65
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,290,000.00	10/06/2020 0.36%	1,289,759.67	100.08	1,290,970.08	0.34%	NR	1.62
				1,289,759.67	0.28%	200.67	1,210.41	AAA	1.05
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	105.13	2,102,602.00	0.56%	Aa2	1.65
				2,056,900.00	0.29%	17,944.44	45,702.00	AA	1.61
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	1,900,000.00	06/08/2021 0.34%	1,899,715.00	99.90	1,898,086.70	0.50%	Aaa	1.66
				1,899,715.00	0.39%	278.67	(1,628.30)	AAA	1.63
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	770,000.00	02/17/2021 0.27%	769,985.91	99.95	769,631.94	0.20%	Aaa	1.68
				769,985.91	0.31%	57.75	(353.97)	NR	1.32
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	4,550,000.00	Various 2.86%	4,527,967.50	104.29	4,745,231.40	1.26%	Aaa	1.72
				4,527,967.50	0.25%	35,452.09	217,263.90	AA+	1.68
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,260,000.00	08/04/2020 0.48%	2,259,525.40	100.25	2,265,622.88	0.60%	Aaa	1.73
				2,259,525.40	0.29%	324.56	6,097.48	NR	1.34
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	950,000.00	09/08/2021 0.34%	949,901.96	99.91	949,121.25	0.25%	Aaa	1.78
				949,901.96	0.38%	139.33	(780.71)	NR	1.77

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02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	930,000.00	07/11/2018 3.49%	928,391.10	105.24	978,754.32	0.26%	A3	1.79
				928,391.10	0.50%	6,862.63	50,363.22	A-	1.74
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	3,850,000.00	08/28/2018 3.03%	3,931,662.11	104.95	4,040,463.35	1.06%	NR	1.79
				3,931,662.11	0.51%	11,328.63	108,801.24	NR	1.67
89114QC48	Toronto Dominion Bank Note 3.5% Due 7/19/2023	1,910,000.00	07/27/2018 3.56%	1,904,461.00	105.55	2,016,008.82	0.53%	Aa2	1.80
				1,904,461.00	0.41%	13,370.00	111,547.82	AA-	1.75
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	2,300,000.00	08/06/2018 3.41%	2,299,057.00	105.47	2,425,839.90	0.64%	A1	1.86
				2,299,057.00	0.44%	11,295.56	126,782.90	A+	1.81
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	105.76	3,441,316.51	0.91%	A1	1.86
				3,339,580.20	0.35%	15,592.08	101,736.31	A	1.81
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,750,000.00	Various 2.97%	3,837,910.16	105.60	3,959,812.50	1.04%	Aaa	1.87
				3,837,910.16	0.50%	2,204.38	121,902.34	NR	1.87
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	1,340,000.00	04/20/2021 0.38%	1,339,859.03	99.96	1,339,454.63	0.35%	NR	1.87
				1,339,859.03	0.40%	226.31	(404.40)	AAA	1.75
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	2,145,000.00	08/10/2021 0.39%	2,144,970.83	99.93	2,143,575.72	0.56%	NR	1.89
				2,144,970.83	0.43%	255.61	(1,395.11)	AAA	1.88
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	2,260,000.00	10/03/2018 3.64%	2,258,146.80	106.24	2,401,118.92	0.64%	A3	2.03
				2,258,146.80	0.53%	38,914.38	142,972.12	A-	1.94
912828T91	US Treasury Note 1.625% Due 10/31/2023	5,000,000.00	05/29/2019 2.05%	4,909,960.94	102.74	5,136,915.00	1.36%	Aaa	2.08
				4,909,960.94	0.31%	34,001.36	226,954.06	AA+	2.04
3130A0F70	FHLB Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019 2.73%	3,602,165.00	106.66	3,733,040.50	0.99%	Aaa	2.19
				3,602,165.00	0.32%	37,078.13	130,875.50	AA+	2.11
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97	104.26	4,691,601.00	1.24%	Aaa	2.25
				4,588,417.97	0.35%	25,587.64	103,183.03	AA+	2.19
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	03/01/2021 0.47%	2,138,480.60	99.97	2,139,368.70	0.56%	A2	2.30
				2,138,480.60	0.46%	1,979.50	888.10	A	2.28
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88	105.62	5,280,860.00	1.39%	Aaa	2.38
				5,121,796.88	0.37%	17,561.14	159,063.12	AA+	2.31
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,475,551.80	04/22/2019 2.72%	3,500,396.57	104.80	3,642,228.84	0.96%	NR	2.39
				3,500,396.57	0.78%	8,413.73	141,832.27	AAA	2.28
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,775,000.00	03/16/2021 0.77%	1,774,112.50	100.47	1,783,385.10	0.47%	A2	2.39
				1,774,112.50	0.55%	480.73	9,272.60	A	2.36

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3130A0XE5	FHLB Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019 2.27%	1,045,410.00	106.88	1,068,815.00	0.28%	Aaa	2.44
				1,045,410.00	0.41%	2,076.39	23,405.00	AA+	2.36
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019 2.37%	4,000,280.00	104.97	4,198,640.00	1.11%	Aaa	2.44
				4,000,280.00	0.33%	6,069.44	198,360.00	AA+	2.38
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,270,000.00	03/26/2019 2.97%	1,286,078.20	106.25	1,349,331.82	0.36%	A1	2.45
				1,286,078.20	0.67%	2,293.06	63,253.62	A	2.36
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,900,000.00	03/30/2021 0.33%	2,892,976.56	99.64	2,889,690.50	0.76%	Aaa	2.46
				2,892,976.56	0.40%	320.44	(3,286.06)	AA+	2.45
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,290,000.00	07/13/2021 0.52%	1,289,884.93	99.93	1,289,134.41	0.34%	Aaa	2.54
				1,289,884.93	0.55%	298.13	(750.52)	NR	2.41
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25	104.04	4,993,876.80	1.32%	Aaa	2.58
				4,833,281.25	0.43%	40,173.92	160,595.55	AA+	2.51
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 0.74%	3,299,268.65	99.97	3,293,948.90	0.87%	A2	2.67
				3,299,268.65	0.84%	9,050.27	(5,319.75)	A-	2.63
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40	106.45	5,854,882.00	1.55%	Aaa	2.71
				5,740,000.40	0.47%	46,998.26	114,881.60	AA+	2.60
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 0.87%	1,565,968.20	100.11	1,566,694.90	0.41%	A2	2.73
				1,565,968.20	0.93%	4,128.21	726.70	A-	2.68
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91	104.17	5,104,232.00	1.35%	Aaa	2.75
				4,942,253.91	0.47%	24,766.30	161,978.09	AA+	2.67
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85	103.71	741,542.95	0.20%	A1	2.88
				713,419.85	0.84%	1,964.26	28,123.10	A+	2.79
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38	105.36	5,267,775.00	1.39%	Aaa	2.88
				5,140,234.38	0.50%	15,166.44	127,540.62	AA+	2.78
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00	106.89	4,275,452.00	1.13%	Aaa	2.96
				4,206,760.00	0.52%	5,750.00	68,692.00	AA+	2.85
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45	105.29	3,564,100.35	0.95%	Aa2	3.01
				3,462,753.45	0.62%	40,620.00	101,346.90	AA-	2.88
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00	103.32	3,616,245.50	0.96%	Aaa	3.04
				3,564,275.00	0.52%	26,225.69	51,970.50	AA+	2.95
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75	105.20	4,208,124.00	1.12%	Aaa	3.09
				4,090,468.75	0.55%	37,663.04	117,655.25	AA+	2.97

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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	104.36	3,757,082.40	1.00%	A2	3.09
				3,598,128.00	0.82%	33,750.00	158,954.40	A	2.96
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21	104.48	2,709,088.61	0.72%	A2	3.11
				2,624,484.21	0.69%	22,144.94	84,604.40	A	2.99
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	103.55	4,292,114.34	1.13%	A1	3.23
				4,136,171.15	0.93%	16,522.43	155,943.19	AA-	3.11
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20	103.39	4,362,994.70	1.15%	Aaa	3.27
				4,282,878.20	0.58%	16,000.83	80,116.50	AA+	3.18
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25	102.85	6,762,282.30	1.78%	Aaa	3.37
				6,569,937.25	0.64%	13,423.96	192,345.05	AA+	3.28
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81	101.64	7,115,115.00	1.87%	Aaa	3.42
				7,108,007.81	0.64%	6,743.78	7,107.19	AA+	3.35
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80	99.77	5,257,757.79	1.39%	Aaa	3.56
				5,259,143.80	0.69%	14,547.40	(1,386.01)	AA+	3.51
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 1.27%	1,037,330.00	102.79	1,027,899.00	0.27%	A2	3.56
				1,037,330.00	1.28%	9,199.92	(9,431.00)	A-	3.40
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02	102.86	2,840,094.37	0.75%	A2	3.59
				2,862,660.02	1.03%	21,282.71	(22,565.65)	A-	3.44
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90	99.22	6,151,931.40	1.62%	Aaa	3.72
				6,196,731.90	0.71%	8,955.55	(44,800.50)	AA+	3.67
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 1.24%	3,007,920.00	99.98	2,999,493.00	0.79%	A2	3.72
				3,007,920.00	1.32%	11,211.50	(8,427.00)	A-	3.61
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60	98.65	6,214,968.90	1.63%	Aaa	3.81
				6,277,899.60	0.74%	4,593.75	(62,930.70)	AA+	3.77
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50	98.05	5,883,282.00	1.55%	Aaa	3.84
				5,879,062.50	0.77%	2,527.17	4,219.50	AA+	3.80
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20	98.43	6,186,394.64	1.63%	Aaa	3.90
				6,260,439.20	0.78%	2,356.88	(74,044.56)	AA+	3.86
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05	98.34	6,190,207.14	1.63%	Aaa	3.98
				6,276,346.05	0.80%	524.59	(86,138.91)	AA+	3.94
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00	97.82	3,130,249.60	0.82%	Aaa	4.00
				3,130,375.00	0.80%	21.98	(125.40)	AA+	3.97

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459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	98.63 0.84%	6,213,494.71 13,387.51	1.64% (58,866.14)	Aaa AAA	4.08 4.02
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	97.68 0.83%	5,860,548.00 6,277.17	1.54% (62,577.00)	Aaa AA+	4.09 4.04
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	98.67 0.83%	6,215,970.60 12,600.00	1.64% (63,924.40)	Aaa AA+	4.11 4.04
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	98.06 0.85%	3,726,226.80 4,788.93	0.98% (5,640.39)	Aaa AA+	4.17 4.12
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	1,500,000.00	09/13/2021 1.03%	1,490,190.00 1,490,190.00	98.81 1.17%	1,482,076.50 4,046.88	0.39% (8,113.50)	Aa2 AA+	4.20 4.09
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	99.89 1.02%	4,859,731.21 18,784.31	1.28% 15,748.01	A1 AA	4.53 4.40
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	100.03 1.14%	805,228.62 3,394.42	0.21% (2,376.43)	A3 A+	4.54 4.39
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	99.57 0.97%	6,362,324.91 25,005.31	1.68% 1,591.11	Aaa AAA	4.56 4.44
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	99.40 1.26%	3,304,953.58 10,702.34	0.87% (18,583.42)	A1 A+	4.72 4.56
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	99.05 1.41%	2,250,309.22 5,680.00	0.59% (21,060.70)	Aa3 AA+	4.79 4.63
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	99.82 1.09%	783,581.51 320.54	0.21% 65.16	Aa2 AA	4.88 4.74
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	98.88 0.98%	1,552,459.96 1,008.36	0.41% (6,439.65)	Aaa AA+	4.92 4.81
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	99.45 1.37%	1,705,546.92 1,012.33	0.45% (7,875.28)	Aa3 AA-	4.96 4.78
TOTAL PORTFOLIO		373,547,838.01	1.32%	374,738,086.18	0.50%	379,352,348.21	100.00%	Aa1	2.17
TOTAL MARKET VALUE PLUS ACCRUED				374,738,086.18		1,103,284.23	4,614,262.03	AA	2.10
						380,455,632.44			

City of Corona Consolidated

Account #10003

Issuer Report

As of September 30, 2021



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Government of United States	\$78,210,000.00	\$78,329,318.74	\$79,642,552.50	\$79,915,502.09	21.01%
Local Agency Investment Fund	\$66,632,774.64	\$66,632,774.64	\$66,632,774.64	\$66,668,014.31	17.52%
Federal Home Loan Mortgage Corp	\$41,954,700.00	\$42,323,915.63	\$42,914,035.90	\$43,001,494.08	11.30%
Federal National Mortgage Association	\$37,275,000.00	\$37,262,293.10	\$37,446,757.63	\$37,553,568.98	9.87%
Federal Home Loan Bank	\$18,000,000.00	\$18,594,615.40	\$19,130,829.50	\$19,228,801.72	5.05%
Inter-American Dev Bank	\$13,990,000.00	\$13,881,906.80	\$14,038,673.31	\$14,083,889.73	3.70%
Intl Bank Recon and Development	\$6,300,000.00	\$6,272,360.85	\$6,213,494.71	\$6,226,882.22	1.64%
JP Morgan Chase & Co	\$5,860,000.00	\$5,902,566.85	\$5,888,542.80	\$5,910,921.20	1.55%
Bank of America Corp	\$5,550,000.00	\$5,578,470.00	\$5,656,901.55	\$5,674,650.97	1.49%
John Deere ABS	\$5,628,685.08	\$5,650,783.18	\$5,656,915.94	\$5,660,202.50	1.49%
Honda ABS	\$4,923,589.22	\$4,923,233.37	\$4,941,136.07	\$4,942,996.07	1.30%
Amazon.com Inc	\$4,865,000.00	\$4,843,983.20	\$4,859,731.21	\$4,878,515.52	1.28%
US Bancorp	\$4,145,000.00	\$4,136,171.15	\$4,292,114.34	\$4,308,636.77	1.13%
Toyota ABS	\$4,211,080.42	\$4,211,332.87	\$4,209,289.15	\$4,209,942.66	1.11%
Charles Schwab Corp/The	\$4,025,000.00	\$4,047,505.00	\$4,098,716.10	\$4,110,128.08	1.08%
Toronto Dominion Holdings	\$3,680,000.00	\$3,690,539.18	\$3,865,564.14	\$3,881,747.20	1.02%
Royal Bank of Canada	\$3,600,000.00	\$3,598,128.00	\$3,757,082.40	\$3,790,832.40	1.00%
Deere & Company	\$3,640,000.00	\$3,593,010.60	\$3,692,254.20	\$3,697,150.36	0.97%
Verizon Owner Trust	\$3,650,000.00	\$3,649,418.23	\$3,669,350.52	\$3,670,499.04	0.96%
State of California	\$3,385,000.00	\$3,462,753.45	\$3,564,100.35	\$3,604,720.35	0.95%
Bank of New York	\$3,254,000.00	\$3,339,580.20	\$3,441,316.51	\$3,456,908.59	0.91%
Honda Motor Corporation	\$3,190,000.00	\$3,186,537.90	\$3,379,873.24	\$3,425,650.25	0.90%
Toyota Motor Corp	\$3,325,000.00	\$3,323,537.00	\$3,304,953.58	\$3,315,655.92	0.87%
Paccar Financial	\$3,015,000.00	\$3,012,476.85	\$3,167,382.85	\$3,180,642.67	0.84%
ChevronTexaco Corp	\$3,000,000.00	\$2,982,300.00	\$3,126,960.00	\$3,152,753.91	0.83%
PNC Financial Services Group	\$3,050,000.00	\$3,049,725.50	\$3,100,968.55	\$3,114,045.43	0.82%
Truist Financial Corporation	\$3,000,000.00	\$3,070,320.00	\$3,053,739.00	\$3,079,409.83	0.81%
Hyundai Autot Receivables	\$2,980,000.00	\$2,979,481.34	\$2,980,638.71	\$2,981,142.00	0.78%
Wal-Mart Stores	\$2,785,000.00	\$2,840,416.35	\$2,886,183.51	\$2,904,448.49	0.76%
Bank of Montreal Chicago	\$2,761,000.00	\$2,862,660.02	\$2,840,094.37	\$2,861,377.08	0.75%

City of Corona Consolidated

Account #10003

Issuer Report

As of September 30, 2021



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Caterpillar Inc	\$2,593,000.00	\$2,624,484.21	\$2,709,088.61	\$2,731,233.55	0.72%
Berkshire Hathaway	\$2,500,000.00	\$2,425,225.00	\$2,578,177.50	\$2,581,233.06	0.68%
Apple Inc	\$2,215,000.00	\$2,112,644.85	\$2,286,568.87	\$2,308,423.54	0.61%
Mass Mutual Insurance	\$2,272,000.00	\$2,271,369.92	\$2,250,309.22	\$2,255,989.22	0.59%
GM Financial Automobile Leasing Trust	\$2,145,000.00	\$2,144,970.83	\$2,143,575.72	\$2,143,831.33	0.56%
Hyundai Auto Lease Securitization	\$1,900,000.00	\$1,899,715.00	\$1,898,086.70	\$1,898,365.37	0.50%
Nissan ABS	\$1,801,821.15	\$1,801,726.01	\$1,819,821.34	\$1,821,366.90	0.48%
Mercedes-Benz Auto Lease Trust	\$1,760,777.15	\$1,760,624.15	\$1,766,248.70	\$1,767,064.62	0.46%
Metlife Inc	\$1,715,000.00	\$1,713,422.20	\$1,705,546.92	\$1,706,559.25	0.45%
Guardian Life Global Funding	\$1,500,000.00	\$1,490,190.00	\$1,482,076.50	\$1,486,123.38	0.39%
BMW Vehicle Lease Trust	\$950,000.00	\$949,901.96	\$949,121.25	\$949,260.58	0.25%
Federated Govt Obligation Money Market Fund	\$879,410.35	\$879,410.35	\$879,410.35	\$879,410.35	0.23%
United Health Group Inc	\$805,000.00	\$807,605.05	\$805,228.62	\$808,623.04	0.21%
Salesforce.com Inc	\$625,000.00	\$624,681.25	\$626,160.63	\$627,017.83	0.16%
TOTAL	\$373,547,838.01	\$374,738,086.18	\$379,352,348.21	\$380,455,632.44	100.00%



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Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

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

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



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

City of Corona Consolidated

Account #10003

Corona Supplemental

As of September 30, 2021



Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
ABS	\$29,950,953.02	\$30,034,184.10	\$29,971,186.94	8.00%			
Agency	\$78,995,000.00	\$80,490,276.87	\$79,509,058.90	21.22%	1,559	1,011	3.761
CMO	\$18,234,700.00	\$19,001,346.16	\$18,671,765.23	4.98%			
Corporate	\$76,470,000.00	\$78,355,311.72	\$76,627,550.30	20.45%			
LAIF	\$66,632,774.64	\$66,632,774.64	\$66,632,774.64	17.78%	1	1	0.680
Money Market Fund	\$879,410.35	\$879,410.35	\$879,410.35	0.23%			
Municipal Bonds	\$3,385,000.00	\$3,564,100.35	\$3,462,753.45	0.92%			
Negotiable CD	\$500,000.00	\$500,223.50	\$499,999.98	0.13%	203	113	0.250
Supranational	\$20,290,000.00	\$20,252,168.02	\$20,154,267.65	5.38%			
US Treasury	\$78,210,000.00	\$79,642,552.50	\$78,329,318.74	20.90%	1,699	864	4.337
TOTAL PORTFOLIO	\$373,547,838.01	\$379,352,348.21	\$374,738,086.18	100.00%	1395	855	1.331
AVERAGE DAILY BALANCE			\$372,503,374.00				

Portfolio Performance

September 30, 2021

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

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
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%
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%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
3/31/2016	0.383%	0.043%	0.333%
4/30/2016	0.044%	0.041%	0.043%
5/31/2016	-0.121%	0.073%	-0.097%
6/30/2016	0.796%	0.048%	0.683%
7/31/2016	0.045%	0.020%	0.040%
8/31/2016	-0.215%	0.052%	-0.185%
9/30/2016	0.105%	0.053%	0.099%
10/31/2016	-0.128%	0.054%	-0.099%

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



MEMORANDUM

November 8, 2021

TO: City Clerk

FROM: Kim Sitton
Finance Director

SUBJECT: Monthly Fiscal Report, September 2021

Pursuant to CMC Section 2.28.010 (D) the attached report provides an accounting of all receipts, disbursements and fund balances for the month of September 2021, subject to final audit.

Prepared By:

Reviewed By:

DocuSigned by:
Lillian Davis
6813B2A43E4243A...

Financial Analyst

DS
CC

DocuSigned by:
Christine Thompson
B09D3F589C99493...

Accounting Manager

Respectfully submitted:

DocuSigned by:
Kim Sitton
AF6AA40B0BD44E7...

Finance Director

DocuSigned by:
Roger Bradley
2006B2ABD53A45C...

Assistant City Manager

DocuSigned by:
Chad Willardson
AC0F9B8DE62B4FC...

City Treasurer



CITY OF CORONA

Receipts and Disbursements

SEPTEMBER 30, 2021

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	\$ 2,454,440.85	\$ 50,619,072.25	\$ 44,918,413.91	\$ 8,155,099.19
Deposits in Transit	816,413.42	921,535.57	816,413.42	921,535.57
Outstanding Checks	(848,645.91)	848,645.91	3,700,641.20	(3,700,641.20)
Fiscal Agents	24,951,681.40	12,255,624.30	25,136,735.34	12,070,570.36
Investments	371,114,230.12	31,953,690.94	28,329,834.81	374,738,086.25
Change Fund	10,148.00	0.00	0.00	10,148.00
Returned Checks	727.72	19,278.06	20,005.78	(0.00)
Credit Card Reconciling Items- Fees	(2,210.97)	2,210.97	2,266.73	(2,266.73)
TOTAL	\$ 398,496,784.63	\$ 96,620,058.00	\$ 102,924,311.19	\$ 392,192,531.44

*For information purposes only

Subject to final audit



CITY OF CORONA
Cash Status Report
SEPTEMBER 30, 2021

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	\$ 66,632,774.64	\$ -	\$ -	\$ -	\$ 66,632,774.64
Investment Account	308,105,311.61				308,105,311.61
Investment Total	374,738,086.25				374,738,086.25
General Account - Bank of America	7,795,055.35	727,265.49	(3,646,327.28)	(2,266.73)	4,873,726.83
Worker's Comp Account - Bank of America	360,043.84	194,270.08	(54,313.92)		500,000.00
Fiscal Agent Accounts	12,070,570.36				12,070,570.36
Petty Cash	10,148.00				10,148.00
BALANCE PER BOOKS OF CITY TREASURER & FINANCE DIRECTOR	\$ 394,973,903.80	\$ 921,535.57	\$ (3,700,641.20)	\$ (2,266.73)	392,192,531.44
GENERAL LEDGER GRAND TOTAL					<u>\$ 392,192,531.44</u>
Subject to final audit					



CITY OF CORONA
Cash Balance By Fund
SEPTEMBER 30, 2021

General Fund		\$ 101,319,637.80
Special Revenue Funds		
Gas Tax	9,076,785.25	
Measure A	18,682,744.67	
Trip Reduction	1,354,707.81	
Asset Forfeiture	522,289.61	
Development	26,459,819.78	
Residential Refuse/Recycling	(42,963.32)	
Landscape and Streetlight Maintenance	21,647,826.52	
Other Grants and Endowments	15,351,254.09	93,052,464.41
Debt Service Funds		
Public Financing Authority	6.27	6.27
Capital Project Funds		
Housing/Community Development	205,977.90	
Planned Local Drainage	427,010.15	
Other Grants	(4,309,777.89)	
Public Facility Project	(4,273,280.03)	
Corona Housing Authority	19,060,895.67	11,110,825.80
Enterprise Funds		
Water Utility	28,751,036.73	
Water Reclamation Utility	77,869,388.14	
Transit	1,689,475.46	
Electric Utility	24,462,728.33	
Airport	1,263,870.31	134,036,498.97
Internal Service Funds		
Fleet Operations	6,039,794.64	
Workers' Compensation	24,851,495.19	
Liability Risk	310,527.88	
Warehouse Services	512,880.67	
Information Technology	5,736,782.07	37,451,480.45
Fiduciary Funds		
AD & CFD Bond Funds	9,285,813.20	
AB109 PACT	24,742.89	
Successor Agency	5,911,061.65	15,221,617.74
Total All Funds		\$ 392,192,531.44

Subject to final audit



CITY OF CORONA
Investment Portfolio Report
SEPTEMBER 30, 2021

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO
ABS	29,950,953.02	30,034,184.10	29,971,186.94	8.00%
Agency	78,995,000.00	80,490,276.87	79,509,058.90	21.22%
CMO	18,234,700.00	19,001,346.16	18,671,765.23	4.98%
Commercial Paper	-	-	-	0.00%
Corporate	76,470,000.00	78,355,311.72	76,627,550.30	20.45%
LAIF	66,632,774.64	66,632,774.64	66,632,774.64	17.78%
Money Market Fund FI	879,410.35	879,410.35	879,410.42	0.23%
Municipal Bonds	3,385,000.00	3,564,100.35	3,462,753.45	0.92%
Negotiable CD	500,000.00	500,223.50	499,999.98	0.13%
Supranational	20,290,000.00	20,252,168.02	20,154,267.65	5.38%
US Treasury	78,210,000.00	79,642,552.50	78,329,318.74	20.90%
TOTAL PORTFOLIO	\$ 373,547,838.01	\$ 379,352,348.21	\$ 374,738,086.25	100.00%

Average Daily Balance

Subject to final audit

ORDINANCE NO. 3338

AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, AMENDING CHAPTER 8.20 OF THE CORONA MUNICIPAL CODE RELATING TO SOLID WASTE HANDLING, ORGANICS RECYCLING, AND EDIBLE FOOD RECOVERY

WHEREAS, Article 11, Section 7 of the California Constitution authorizes cities to make and enforce within their limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, in 1989, the State approved Assembly Bill No. 939 enacting the California Integrated Waste Management Act of 1989 (“AB 939” or the “Act”) (Public Resources Code §§ 4000 et seq.) which requires cities to adopt and implement plans to reduce solid waste by maximizing reuse and recycling; and

WHEREAS, AB 939 further provides that all aspects of solid waste handling, such as the frequency of solid waste collection, the means of solid waste collection and transportation, levels of service, charges and fees for services, and the nature, location and extent of providing solid waste services are of local concern, and authorizes cities to furnish any necessary services for itself, through other local agencies, or through a solid waste enterprise; and

WHEREAS, in 2011, the State approved AB 341, which requires businesses that generate four (4) or more cubic yards of refuse per week, and multifamily residential premises with five (5) or more dwelling units, to arrange for recycling services consistent with State law; and

WHEREAS, in 2015, the State approved AB 1826, which requires business that generates two (2) or more cubic yards of solid waste per week, and multifamily residential premises with five (5) or more dwelling units and that generate two (2) or more cubic yards of solid waste per week, to arrange for organic recycling services; and

WHEREAS, in 2016, the State approved SB 1383, the Short-lived Climate Pollutant Reduction Act, which requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (“SB 1383 Regulations”) place requirements on multiple entities including the city, residential households, commercial businesses, commercial edible food generators, haulers, self-haulers, facility operators, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

WHEREAS, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations; and

WHEREAS, in 2019, the State approved AB 827, which requires certain business to provide their customers access to recycling containers; and

WHEREAS, this Ordinance implements the requirements of AB 939, AB 341, AB 1826, AB 827, and the SB 1383 Regulations; and

WHEREAS, the City Council has determined this amendment to and restatement of Chapter 8.20 of the Corona Municipal Code (“CMC”), concerning the handling of refuse and recycling materials, is necessary to enable the City to implement and enforce its rules and regulations relating to the handling of solid waste in a manner consistent with State law.

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

SECTION 1. Incorporation of Recitals. The City Council finds and determines that the foregoing recitals are true and correct and incorporates the recitals in this chapter.

SECTION 2. CEQA Findings. This action is exempt pursuant to § 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common-sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action makes changes to the City’s rules and regulations pertaining to the handling of solid waste in order to better protect the public health, safety and welfare and to bring the City’s rules and regulations into compliance with State law. This Ordinance increases the amount of solid waste that is required to be diverted in accordance with State law. Therefore, it can be seen with certainty that adopting this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 3. Amendment to Section 1.08.074. Section 1.08.074 (Issuance of citations by Administrator) of Chapter 1.08 (Penalties) of Title 1 (General Provisions) of the Corona Municipal Code is hereby amended in its entirety, to read as follows:

“(A) The Administrator, as defined in § 8.20.020 , is authorized by the City Council, pursuant to Cal. Penal Code §§ 836.5 and 19.7 and subject to the provisions thereof to issue a Notice to Appear to any person on his or her written promise to appear in court, pursuant to Cal. Penal Code §§ 853.5 and 853.6, whenever the Administrator has reasonable cause to believe that the person has either violated a

mandatory provision of Chapter 8.20 of this code in the presence of the Administrator or fails to correct a violation of the mandatory provisions of Chapter 8.20 of this code and therefore has committed an infraction or misdemeanor which the Administrator has a discretionary duty to enforce.

(B) The Administrator shall file executed citations with the Magistrate pursuant to § 1.08.070 of this code. Under no circumstances may the Administrator take the person into custody. In the event that the person demands to be taken before the Magistrate or refuses to provide his or her written promise to appear in court, the Administrator shall either summon a Corona police officer, explain the situation and request that the Corona police officer arrest the person and take the person into custody or seek assistance of the City Attorney and request that an infraction or misdemeanor complaint be prepared and filed against that person.

(C) The Administrator shall be an Enforcement Officer within the meaning of § 1.08.120(D) of this code.”

SECTION 4. Amendment to and Restatement of Chapter 8.20. Chapter 8.20 (Collection of Refuse and Recyclable Materials) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby amended and restated in its entirety to read as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 5. Severability. If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 6. Conflicting Ordinances. This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

SECTION 7. Effective Date. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published and circulated in the City of Corona. This Ordinance shall take effect and be in force on the 30th day after its adoption.

ADOPTED this 17th day of November 2021.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held on the 3rd day of November, 2021, and thereafter at a regular meeting held on the 17th day of November, 2021, it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSTAINED:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 17th day of November, 2021.

City Clerk of the City of Corona, California

(SEAL)

EXHIBIT “A”

**CHAPTER 8.20
SOLID WASTE HANDLING, ORGANICS RECYCLING,
AND EDIBLE FOOD RECOVERY**

[SEE ATTACHED THIRTY-THREE (33) PAGES]

EXHIBIT “A”

CHAPTER 8.20 SOLID WASTE HANDLING, ORGANICS RECYCLING, AND EDIBLE FOOD RECOVERY

ARTICLE I DEFINITIONS AND GENERAL PROVISIONS

- 8.20.010 Purpose.
- 8.20.020 Definitions.
- 8.20.030 Refuse accumulation prohibited.
- 8.20.040 Illegal dumping.
- 8.20.050 Unlawful to place dangerous materials in containers.
- 8.20.060 Hazardous, radioactive, and medical waste.
- 8.20.070 Dead animals.
- 8.20.080 Manure.
- 8.20.090 Cannabis waste.
- 8.20.100 Burning prohibited.
- 8.20.110 Implementation policies.

ARTICLE II EXCLUSIVE FRANCHISE AGREEMENT

- 8.20.120 Exclusive franchise agreement to collect solid waste.
- 8.20.130 Exemptions.
- 8.20.140 Fees paid by franchisee.
- 8.20.150 Equipment and vehicle standards.
- 8.20.160 Franchisee reporting requirements.
- 8.20.170 Liquidated damages.

ARTICLE III STATE AGENCY COLLECTOR

- 8.20.180 Service by state agency collectors.
- 8.20.190 Fees paid by state agency collector.
- 8.20.200 State agency collector reporting requirements.

ARTICLE IV STORAGE OF SOLID WASTE MATERIALS AND NUISANCE ABATEMENT

- 8.20.210 Franchisee obligation to provide containers.
- 8.20.220 Containers from unauthorized haulers.
- 8.20.230 Time of collection.
- 8.20.240 Container - Residential placement.
- 8.20.250 Container - Tampering with prohibited.
- 8.20.260 Container – Maintenance.

ARTICLE V COLLECTION OF FEES

- 8.20.270 Collection - Rates.
- 8.20.280 Collection - Customer subscription and change of address.
- 8.20.290 Collection - Suspension of service to commercial premises for delinquent payment.
- 8.20.300 Collection - Charges as civil debt.
- 8.20.310 Placement of delinquent charges on tax roll.

ARTICLE VI REQUIREMENTS FOR RESIDENTIAL AND COMMERCIAL PREMISES

- 8.20.320 Requirements for single family waste generators.
- 8.20.330 Requirements for commercial waste generators.
- 8.20.340 Self-hauler requirements.
- 8.20.350 Waiver for commercial waste generators.
- 8.20.360 Automatic subscription to recyclable and organics collection service.

ARTICLE VII EDIBLE FOOD RECOVERY

- 8.20.370 Requirements for commercial edible food generators.
- 8.20.380 Requirements for food recovery organizations and services.
- 8.20.390 Requirements for franchise haulers and facility operators.

ARTICLE VIII PROCUREMENT

- 8.20.400 Procurement requirements.

ARTICLE IX ENFORCEMENT

- 8.20.410 Inspections and investigations by city.
- 8.20.420 Violations – Penalty and enforcement.

ARTICLE I DEFINITIONS AND GENERAL PROVISIONS

8.20.010 Purpose.

The purpose of this chapter is to regulate solid waste handling to protect public health, safety, and welfare and to meet the city's obligation under State law. The city is obligated to implement plans for solid waste source reduction, reuse, and recycling to meet specified waste diversion targets, and enforce State recycling laws.

8.20.020 Definitions.

Unless it is apparent from the context that another meaning is intended, the following words and terms shall, for purposes of this chapter, have the meaning as set forth in this section.

"AB 341" ("Assembly Bill 341") means that State law adopted in 2011 that requires commercial businesses that meet specified waste generation thresholds to arrange for recycling services.

"AB 827" means the State law adopted in 2019 that requires certain businesses to provide customers access to recycling containers.

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code § 40000 et seq.).

"AB 1826" means the State law adopted in 2015 that requires commercial businesses that meet specified waste generation thresholds to arrange for organic waste recycling services.

"Administrator" means one or more employees designated by the City Manager who is functioning in a responsible level in the city administration. The administrator(s) shall administer and enforce the provisions of this chapter.

"Anaerobic digestion" means in-vessel controlled system of digestion, such as, but not limited to a treatment facility for the digestion of organics to produce methane and reduce the volume of organics sent to landfills.

"Back-haul" means transporting recyclable materials or organic waste to a destination owned and operated by the waste generator using a vehicle or trailer that was originally used to deliver products or finished goods to the waste generator's location.

"Bin" means a metal container with hinged lids and wheels and a capacity from two (2) to six (6) cubic yards.

"Blue container" means a container with a blue lid and/or body used to store and collect source separated recyclable materials or source separated blue container organic waste.

“Cannabis waste” means waste that is not hazardous waste which contains cannabis and that has been made unusable and unrecognizable in the manner required by State cannabis laws. Cannabis waste is a subset of green waste and organic waste. See CMC 5.36.020

“CalRecycle” means California's Department of Resources Recycling and Recovery, which is authorized to implement and enforce State Laws related to waste and recycling.

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this chapter are preceded with a number that refers to the relevant title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“Cart” means a plastic container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 32-gallons and no greater than 101-gallons.

“Chapter” mean this Chapter 8.20 of the Corona Municipal Code.

“City” means the City of Corona and all the territory within its city limits.

“Collect” or “Collection” means the operation of gathering together and transporting solid waste to the point of disposal.

“Commercial business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multi-family residential premises. A multi-family residential development that consists of fewer than five (5) units is not a commercial business for purposes of this chapter.

“Commercial premises” means premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, commercial and industrial construction and demolition activities, but excluding residential premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations, but are not the primary use of the property. For purposes of this chapter, the following types of properties are commercial premises: multi-family residential premises, assisted living facilities, convalescent homes, dormitories, extended stay motels, group residential facilities, group care facilities, hostels, hotels, and motels. A multi-family residential development that consists of fewer than five (5) units is not a commercial premises.

“Commercial edible food generator” means a commercial premises that generates recoverable edible food including a tier one or a tier two commercial edible food generator as defined in this chapter. For the purposes of this definition, food recovery organizations, and food recovery services, are not commercial edible food generators.

“Compliance review” means a review of records of a commercial business by the city or its designee to determine compliance with this chapter and/or State law.

“Community composting” means any activity that composts green waste, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

“Community composting operator” means a person who is responsible for the care and control of a community composting site.

“Compost” means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility.

“Compostable plastic” means plastic material that meets the American Society for Testing and Materials (ASTM) D6400 standard for compostability (sections 5.1 through 6.4.2 published May 2019).

“Container” means any and all types of solid waste receptacles, including carts, bins, and rolloff boxes.

“Container contamination” or “contaminated container” means a container, regardless of color, that contains prohibited container contaminants.

“Customer” means a person receiving solid waste handling services from the franchisee pursuant to the terms of the franchise agreement.

“Construction and demolition debris” (“C&D Debris”) means any solid waste generated at a premises that is directly related to construction or demolition activities. These activities include, but are not limited to, construction, demolition, remodeling, grading, land clearing, or renovation on any residential, commercial, institutional or industrial building, road, driveway, walkway or other structure. C&D debris includes but is not limited to, concrete, asphalt paving, asphalt roofing, lumber, gypsum board, rock, soil and metal.

“Designated entity” means an entity that the city contracts with or otherwise arranges to carry out any of the city’s responsibilities of this chapter. A designee may be a government entity, a franchisee, a private entity, or a combination of those entities.

“Discarded materials” means solid waste discarded by the waste generator or customer.

“Disposal” means the final deposit of solid waste at a landfill or source separated facility permitted to accept such material.

“Diversion” means any combination of waste prevention (source reduction), recycling, reuse and composting activities that reduces waste disposed at landfills, provided such activities are recognized by CalRecycle as Diversion in its determination of the city’s diversion targets and compliance with AB 939.

“Edible food” means food intended for human consumption. For the purposes of this chapter edible food is not solid waste if it is recovered and not discarded. Nothing in this chapter requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code (California Health and Safety Code §§ 113700 *et seq.*).

“Enforcement action” means an action of the city to address non-compliance with this chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

“Excluded waste” means hazardous substances, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the city and its waste generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the city’s opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the city to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in solid waste generated at residential premises after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint.

“Food distributor” means a company that distributes food to commercial edible food generators.

“Food facility” means a permanent or temporary operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level. Food Facility has the same meaning as in § 113789 of the Health and Safety Code. A food facility includes an operation where food is consumed on or off the premises, regardless of whether there is a charge for the food. A food facility includes a place used in conjunction with the operations described in this section, including, but not limited to, storage facilities for food-related utensils, equipment, and materials. A food facility includes, but is not limited to, school cafeterias, licensed health care facilities, commissaries, mobile food facilities, vending machines, farmers’ markets, farm stands, microenterprise home kitchen operations, and catering operations. Food facility does not include any of the following:

- (1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.
- (2) A private home when used for private, noncommercial purposes or when used as a cottage food operation pursuant to chapter 8.16 of this code.
- (3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90-day period.

- (4) A for-profit entity that gives or sells food at an event that occurs not more than three days in a 90-day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.
- (5) A premises set aside for wine tasting, or beer manufacturing, regardless of whether there is a charge for the wine or beer tasting.
- (6) An outlet or location, operated by a producer, selling or offering for sale only whole produce grown by the producer or shell eggs, or both, provided the sales are conducted at an outlet or location controlled by the producer.
- (7) A commercial food processing establishment.
- (8) A child day care facility.
- (9) A community care facility.
- (10) A residential care facility for the elderly.
- (11) A residential care facility for the chronically ill.
- (12) An intermediate care facility for the developmentally disabled.
- (13) A community food producer.
- (14) A limited-service charitable feeding operation.

“Food recovery” means actions to collect and distribute edible food for human consumption that otherwise would be disposed.

“Food recovery organization” means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities, including, but not limited to:

- (1) A food bank as defined in § 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in § 113841 of the Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in § 113842 of the Health and Safety Code.

“Food recovery service” means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery.

“Food scraps” means all discarded food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are source separated from other food scraps.

“Food service provider” means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

“Food-soiled paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food waste” means food scraps, food-soiled paper, and compostable plastics.

“Franchise agreement” means the agreement between the franchisee and the city to provide solid waste handling service in the city.

“Franchisee” means the company (or companies) that is awarded an exclusive (or non-exclusive) franchise or contract by the city for the handling solid waste.

“Full-service restaurant” means a food facility with the primary business purpose of serving food, where food may be consumed on the premises, and where all of the following actions are taken by an employee of the establishment: (1) The consumer is escorted or assigned to an assigned eating area. The employee may choose the assigned eating area or may seat the consumer according to the consumer’s need for accommodation or other request; (2) The consumer’s food and beverage orders are taken after the consumer has been seated at the assigned seating area; (3) The food and beverage orders are delivered directly to the consumer; (4) Any requested items associated with the consumer’s food or beverage order are brought to the consumer; (5) The check is delivered directly to the consumer at the assigned eating area; and (6) The consumer does not deliver the consumer’s waste and used dishes etc. to another location or otherwise clean the consumer’s own table.

“Garbage” means all putrescible waste which generally includes, but is not limited to, animal, vegetative, food or any other waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials attributed to normal activities of a service unit. Garbage must be generated by and at the customer location where the garbage is collected. Garbage does not include those items defined herein as food waste or exempt waste.

“Gray container” means a container with a gray or black lid and/or body used to store and collect gray container waste.

“Gray container waste” means refuse or mixed waste that is collected in a gray container that is part of collection service that prohibits the placement of green or blue container waste in the gray container.

“Green container” means a container with a green lid and/or body used for storage and collection of source separated green container waste.

“Green container waste” means green waste, organic waste, food scraps, food-soiled paper, and compostable plastics that is collected in a green container that is part of a service that prohibits the placement of refuse, mixed waste, and non-organic recyclables in the green container.

“Green waste” means shrubbery, tree trimmings, yard waste, grass, weeds, straw or leaves, wood chips and other household garden organic materials.

“Grocery store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

“Hauler route” means the designated itinerary or sequence of stops for each segment of the city’s collection service area.

“Hazardous waste” means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in future amendments to or recodifications of such statutes or identified and listed as hazardous waste by the US Environmental Protection Agency (EPA), pursuant to the Resource Conservation and Recovery Act.

“High diversion organic waste processing facility” means a facility that meets or exceeds the applicable annual average mixed waste organic content recovery rate as calculated pursuant to § 11815.5(e) of Title 14 of the California Code of Regulations.

“Household hazardous waste” means hazardous waste generated at residential premises.

“Inspection” means a site visit where the city reviews records, containers, and a person’s collection, handling, recycling, or landfill disposal of organic waste or the handling of edible food to determine compliance with the requirements set forth in this chapter.

“Large event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

“Large venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. A large venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or

other public attraction facility. A site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.

“Materials Recovery Facility” means a permitted solid waste facility where solid wastes or recyclable materials are sorted or separated for the purposes of recycling, processing or composting.

“Manure” means animal excrement, especially that of livestock and domestic farm animals, and any secondary materials used for bedding or sanitary purposes.

“Medical waste” means any solid waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not limited to, biomedical, biohazardous and medical waste, or other solid waste resulting from medical activities or services any State or federal law or regulation, all as currently enacted or subsequently amended.

“Multi-family residential premises” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-family residential premises do not include hotels, motels, or other transient occupancy facilities, which are considered commercial businesses.

“Non-compostable paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process.

“Non-organic recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass.

“Notice of violation (NOV)” means a notice that a violation of this chapter has occurred that includes a compliance date to avoid the imposition of penalties.

“Organic waste” means solid waste containing material originated from living organisms and their metabolic waste products, including but not limited to non-edible food, nonhazardous wood waste, food-soiled paper, food scraps, landscape and pruning waste, green waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

“Organic waste generator” means a person or entity that is responsible for the initial creation of organic waste.

“Paper products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.

“Person” includes firms, corporations, associations, partnerships, societies, church organizations and individuals.

“Premises” means any land, or building in the city where solid waste is generated or accumulated.

“Printing and writing papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.

“Prohibited container contaminants” means the following: (i) discarded materials placed in the blue container that are not identified as acceptable source separated recyclable materials for the city’s blue container; (ii) discarded materials placed in the green container that are not identified as acceptable source separated green container organic waste for the city’s green container; (iii) discarded materials placed in the gray container that would otherwise be acceptable source separated recyclable materials, (iv) excluded waste placed in any container.

“Property owners” means the owner of real property.

“Putrescible waste” means waste that is capable of being decomposed by microorganisms with sufficient speed as to cause a nuisance because of order, gases, or other offensive conditions, and including materials such as, but not limited to, food waste and dead animals.

“Recovered organic waste products” means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility.

“Recovery” or “Recovered” means any activity or process that prevents recyclable materials or organic waste from being placed in a landfill including, but not limited to, recycling, composting, anaerobic digestion, biomass conversion, soil amendment, land application, and lawful use as animal feed.

“Recyclable materials” means paper, glass, cardboard, plastic, used motor oil, ferrous metal, aluminum, construction and demolition debris and any other solid waste material which is capable of being recycled or reused, whether generated from or at residential or commercial premises, which have been segregated from solid waste materials for the purpose of depositing at a designated collection location, including a curbside location, for collection and transportation to the designated recycling facility.

“Recycled-content paper” means paper products and printing and writing paper that consists of at least 30 percent, by fiber weight, postconsumer fiber.

“Refuse” means putrescible and non-putrescible waste including garbage, trash, rubbish, and mixed waste.

“Regulated entity” means waste generators, commercial edible food generators, food recovery services, food recovery organizations, and facility operators.

“Remote monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of blue containers, green containers, and gray containers for

purposes of identifying the quantity of materials in containers (level of fill) and/or presence of prohibited container contaminants.

“Renewable gas” means gas derived from organic waste that has been diverted from a California landfill and processed at an anerobic ingestion facility that is permitted or otherwise authorized by Title 14 of the CCR to recycle organic waste.

“Residential premises” means premises upon which one or more dwelling units are located, including, without limitation, single-family and multi-family residential premises, apartments, boarding or rooming houses, condominiums, mobile homes, efficiency apartments, and accessory dwelling units. Premises upon which the following uses are occurring shall not be deemed to be residential premises, and rather shall be deemed to be commercial premises: assisted living facilities, convalescent homes, dormitories, extended stay motels, group residential facilities, group care facilities, hostels, hotels, motels, and any other businesses which residency is transient in nature.

“Residential unit” means a building or portion of a building used for dwelling purposes by an individual family or group of persons.

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption.

“Rolloff box” means a solid waste collection container of 10-yards to 40-yards capable of being loaded via winch onto a rolloff vehicle equipped with rails.

“Route review” means a visual inspection of containers along a hauler route for the purpose of determining container contamination, and may include mechanical inspection methods such as the use of cameras.

“Rubbish” means, without limitation, the following items: waste and refuse capable of burning, including straw, packing materials, leather, rubber, clothing, bedding, books, rags, and all similar articles which will burn by contact with flames or ordinary temperatures.

“SB 1383” means Senate Bill 1383 of 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants, as it is amended, supplemented, superseded, and replaced from time to time.

“SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-hauler” means a person, who hauls solid waste he or she has generated to another person or facility. Self-hauler also includes a person who back-hauls waste.

“Single-family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid waste” means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes. Solid waste includes recyclable materials, organics materials, green waste, and construction and demolition waste. Solid waste does not include hazardous waste, radioactive waste, or medical waste.

“Solid waste handling service” means the service to provide integrated solid waste management including collection, transfer, transport, recycling, processing, diversion and disposal.

“Source separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products.

“Source separated blue container organic waste” means source separated non-putrescible organic wastes that can be placed in a blue container that is limited to the collection of those organic wastes and non-organic recyclables.

“Source separated green container organic waste” means source separated organic waste that can be placed in a green container that is specifically intended for the separate collection of organic waste by the organic waste generator, excluding source separated blue container organic waste, carpets, non-compostable paper, and textiles.

“Source separated recyclable materials” means source separated non-organic recyclables and source separated blue container organic waste.

“State” means the State of California.

“State agency collector” means any person that collects solid waste from premises located within the city that are owned or operated by a state agency.

“State agency” means any agency or department of the State of California, including, but not limited to, school districts, boards of education, and any school or other entity operated by or under the auspices of a school district and/or board of education.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

“Tier one commercial edible food generator” means a commercial edible food generator that is one of the following:

- (1) Supermarket.
- (2) Grocery store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food service provider.
- (4) Food distributor.
- (5) Wholesale food vendor.

“Tier two commercial edible food generator” means a commercial edible food generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site food facility and 200 or more rooms.
- (3) Health facility with an on-site food facility and 100 or more beds.
- (4) Large venue.
- (5) Large event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A school, college, university, or other educational facility with an on-site food facility.

“Waste generator” means any person whose act or process produces solid waste as or whose act first causes solid waste to become subject to regulation.

“Wholesale food vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.

8.20.030 Refuse accumulation prohibited.

No person owning or occupying any premises in the city shall suffer, allow or permit to accumulate and remain upon premises any solid waste. It shall be the duty of every owner or occupant of any premises in the city to promptly remove any solid waste that constitutes or contributes to any public nuisance. This provision shall not be construed as interfering with construction pursuant to a valid building permit.

8.20.040 Illegal dumping.

No person shall dump, place or bury in any public or private lot, alley, street, land or in any water or waterway within the city any solid waste. The dumping, placement or burial of any solid waste shall constitute a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

8.20.050 Unlawful to place dangerous materials in containers.

No person shall place or deposit in any container used for collection of solid waste the following: any waste classified as hazardous, universal, electronic, biohazardous, radioactive, any narcotics or controlled substances, hypodermic needles, poisons, liquid or dry caustics, acids, flammable or explosive materials, pesticides, or similar dangerous or hazardous substances.

8.20.060 Hazardous, radioactive, and medical waste.

No person shall transport or collect hazardous wastes, radioactive wastes, or medical wastes without complying with all applicable laws or regulations. No person shall deposit, dump, spill, place, or otherwise allow to be disposed of, in or on a solid waste facility not designated as a hazardous waste or radioactive waste disposal facility, any waste classified as hazardous waste or radioactive waste pursuant to state, federal or county law or regulation. No person shall deposit, dump, spill, place, or otherwise allow medical waste to be disposed of in, or on, a solid waste facility.

8.20.070 Dead animals.

It shall be the responsibility of the owner of any dead animal to dispose of the carcass of such animal in a manner consistent with State and local laws. No persons shall place the body of any dead animal on any public or private lot, alley, street, land or in any water or waterway within the city.

8.20.080 Manure.

(A)**Protection of groundwater and surface waters.** It shall be the responsibility of the owner, occupant or operator of any premises on which manure accumulates to store and dispose of manure in such a manner to prevent runoff-containing pollutants and the leaching of nutrients into groundwater or surface waters.

(B) **Storage of manure.** Manure shall be stored in containers that are approved by the city or in a manure storage area that complies with the requirements of subsection (C) below and shall be stored at least 35 feet from the nearest neighboring dwelling unit. Approved containers are those supplied by the franchisee and include carts, two-yard bins, roll-off boxes, or containers otherwise approved by the city. All such containers shall be equipped with working lids to minimize water accumulating within the container.

(C) **Manure storage areas.** Manure storage areas shall be constructed in such a manner as to minimize potential runoff. No manure storage structure or container shall be placed within 20 feet of a flood control channel or open storm drain. Manure storage areas shall be constructed with a three-walled, fire-proof structure on a concrete base with a roof or tarp.

(D) **Weekly removal.** Manure shall be removed from stalls, paddocks, arenas, corrals and other livestock keeping areas at least once per week.

(E) **No spreading.** Spreading manure over arenas, pastures, corrals or other livestock areas as an alternative means of disposal is prohibited and shall be in violation of this chapter. Manure composting is prohibited without the written approval of the administrator.

(F) **No runoff.** The discharge of manure runoff onto any property other than the property where the manure is stored, including, but not limited to, any adjacent property, city streets or right of way, horse trails, or flood control channels, is prohibited. Any person that allows such discharge to occur, intentionally or negligently, shall be in violation of this chapter.

8.20.090 Cannabis waste.

As provided in § 5.36.170(Z), no cannabis product may be disposed of in its packaging. Cannabis products intended for disposal must be removed or separated from any packaging or container and rendered unrecognizable and unusable prior to disposal as green waste or organic waste.

8.20.100 Burning prohibited.

No person shall burn within the city any solid waste, except as expressly permitted in Chapter 15.12 of this code and the California Fire Code. It shall be a violation of this chapter to ignite or otherwise cause, or assist, counsel, procure or maintain any burning in violation of this section.

8.20.110 Implementation policies.

The administrator shall develop, for approval by the City Manager, such policies and procedures as are necessary or appropriate to implement the provisions of this chapter. Said policies and procedures may include provisions concerning the responsibilities and obligations of franchisees, the content of franchise agreements, and procedures for the collection of delinquent charges for services provided pursuant to this chapter. The policies and procedures adopted pursuant to this section shall apply to and be enforceable against any person subject to the requirements of this chapter.

ARTICLE II EXCLUSIVE FRANCHISE AGREEMENT

8.20.120 Exclusive franchise agreement to collect solid waste.

Except as provided by this chapter, no person shall collect, place a solid waste container, transfer or remove solid waste unless that person has entered into an exclusive franchise agreement with the city. Each person that collects, places a solid waste container, transfers, or removes solid waste from any premises within the city, without holding a franchise agreement with the city shall constitute a separate offense.

8.20.130 Exemptions.

(A) **Hired contractors.** The prohibitions in this article shall not apply to a person or a commercial business hired by that person, including, without limitation, landscape contractors, gardeners, roofers, demolition contractors and grading contractors, that hauls its own solid waste generated from that person's residential premises or commercial premises to a properly licensed landfill, material recovery facility, transfer station, or other facility permitted to accept such material using its own personnel and equipment.

(B) **Collection of recyclable material.** The prohibitions in this article shall not apply to any person or entity collecting recyclable material sold or donated to it by the person or entity that generated such recyclable material. This exclusion shall not apply if the waste generator of the recyclable material is required to pay the collector of the recyclable materials any monetary or non-monetary consideration relating in any way, directly or indirectly, to the collection, transportation, transfer, or processing of the recyclable material, or for the lease or use of containers.

8.20.140 Fees paid by franchisee.

The franchisee shall pay to the city a franchise fee, or any other fees, in an amount set forth in the franchise agreement between the city and the franchisee, as well as any other fees that may be specified in the franchise agreement or other contract.

8.20.150 Equipment and vehicle standards.

All equipment and vehicles used by a franchisee or a state agency collector to transport or collect of solid waste shall:

(A) **Vehicle standards.** Carry a shovel, broom, and fire extinguisher and shall be maintained in good repair, clean condition, and neatly painted. The name and telephone number of the franchisee or the state agency collector shall be painted in letters at least three inches high on each side and across the back of each vehicle.

(B) **Back-up warning device.** Be equipped with an audible automatic back-up or other acceptable warning devices prescribed by Vehicle Code section 27000 (b).

(C) **Maintenance of vehicles and equipment.** Be durable, easily cleanable and designed for safe handling, and constructed to prevent loss of solid waste from the equipment during collection

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or transportation. If such equipment is used to collect or transport garbage, other wet or liquid producing wastes, or wastes composed of fine particles, such equipment shall in all cases be non-absorbent and leak resistant. All equipment shall be maintained in good condition and cleaned in a frequency and in a manner so as to prevent the propagation or attraction of flies, rodents, or other vectors and the creation of nuisances.

(D) **Off-street parking.** Designate an off-street location where all refuse collection vehicles will be parked when not in service, except in an emergency.

(E) **Inspections.** Be made available for inspection as requested by the administrator.

8.20.160 Franchisee reporting requirements.

A franchisee shall submit periodic reports to the administrator in accordance with the requirements of the franchise agreement.

8.20.170 Liquidated damages.

The franchisee is required to comply with performance standards specified in the franchise agreement. In the event the franchisee fails to comply with the standards, the city may, at its option, assess liquidated damages in accordance with the procedures and amounts, if any, described in the franchise agreement.

ARTICLE III STATE AGENCY COLLECTOR

8.20.180 Service by state agency collectors.

(A) **Compliance with applicable law.** Each state agency collector shall comply with all applicable federal, state, and local laws and regulations concerning the collection, transportation, and disposal or diversion of solid waste, and shall divert from landfills all materials collected to the greatest extent feasible. Each state agency collector shall transport and deliver all recyclable materials collected within the city to an authorized processing facility and all organic waste collected within the city to an authorized organic waste facility. Any facility to which a state agency collector takes collected materials must possess all required licenses, permits, and approvals required to operate and accept materials.

(B) **No spillage.** No state agency collector shall litter or cause any spillage to occur within the city limits, upon any roadway, right-of-way or on the premises where the collections occur. During hauling, all solid waste shall be contained, tied or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage by a State agency collector, the State agency collector shall immediately clean up all spills and leaks. Upon receiving notification of a leak, the State agency collector shall dispatch a cleanup crew to perform cleanup operations according to guidelines established by the NPDES and the Clean Water Act. All vehicles placed into service in the city by a state agency collector shall meet all applicable emissions requirements, including, but not limited to, those established by the South Coast Air Quality Management District.

8.20.190 Fees paid by state agency collector.

(A) **Franchise fee.** Each state agency collector shall pay to the city a franchise fee equal to 11% percent of the state agency collector's gross revenues from providing solid waste collection and all other collection and disposal services to any premises located within the city that are owned or operated by a state agency. Fees paid by a state agency collector shall be payable to the city no later than 45 days after the close of each quarter of the calendar year. Each state agency collector shall prepare a statement reporting its gross revenues for services provided to each state agency within the city, and shall submit such statement concurrently with the remittance of the franchise fee payable pursuant to this subsection. Fees imposed pursuant to this section and not timely paid by a state agency collector shall bear interest at a rate of 12% per annum prorated to each day of delinquency.

(B) **AB 939 fee.** The city may direct a state agency collector to collect from customers and remit to the city a fee, in an amount established by resolution of the City Council, to offset the city's costs in administering programs to encourage recycling and diversion and compliance with AB 939 (the "AB 939 Fee"). The city may adjust the AB 939 Fee as necessary to reflect changes in city's costs by following any statutory procedures required for the adoption or amendment of the AB 939 Fee, and by providing written notice to each state agency collector of the revised fee amount. The AB 939 Fee shall not be included in the state agency collector's gross revenues for purposes of calculating the franchise fee payable pursuant to subsection (B) of this section.

8.20.200 State agency collector reporting requirements.

(A) **Quarterly reports.** Each state agency collector shall submit quarterly solid waste diversion summary reports to the city. Each diversion summary report shall show the tonnage of solid waste collected within the city and the different types of recyclable and organic material collected within the city, and provide a comparison between the refuse and recyclable materials to produce a quarterly diversion percentage. Each state agency collector shall report the amount of tons delivered to disposal facilities, processing facilities or composting facilities.

(B) **Annual reports.** No later than February 15 of each year, each state agency collector shall submit to the city a written annual report summarizing the information contained in the quarterly reports and containing additional information including, but not limited to, a statement of revenue derived from services provided to customers in the city, setting forth quarterly franchise fees, and the basis for the calculation, certified by an officer of the state agency collector.

(C) **Upon request.** Each state agency collector shall cooperate fully with the city's AB 939 reporting requirements by providing the city with requested information concerning diversion and disposal rates and practices within fifteen (15) days of the city's request. Each state agency collector shall incorporate into the reports required by this section any additional information requested by city and any new reporting information required by applicable law or regulation.

ARTICLE IV STORAGE OF SOLID WASTE MATERIALS AND NUISANCE ABATEMENT

8.20.210 Franchisee obligation to provide containers.

A franchisee furnishing containers to customers for storage of solid waste shall comply with the following requirements:

(A) **Durability.** Provide containers designed for safe handling that shall be designed and constructed to be non-absorbent, watertight, vector-resistant, durable, and easily cleanable.

(B) **Lids and covers.** Provide containers equipped with close-fitting and tight-fitting lids or covers that can be readily removed.

(C) **Color requirements.** Provide containers that comply with the color, signage, and labeling requirements specified in § 18984.7 of Title 14 of the CCR and this chapter.

(D) **All types of discarded materials.** Provide each of its customers with one or more containers for each type of discarded materials for which the customer has subscribed to be collected by franchisee pursuant to the requirements of this chapter. Franchisee may provide split bins to collect up to two (2) types of discarded materials.

8.20.220 Containers from unauthorized haulers.

(A) **Notice.** The city shall provide written notice to any person or commercial business violating § 8.20.120 that the prompt and permanent removal of any bin, container or other receptacle placed in violation of this chapter from its location within the city is required. The form of notice shall be determined by the city administrator. The city shall provide such written notice by posting a copy of the notice prominently upon the bin, container or receptacle, provided that if the bin, container, or receptacle is located on private property, the written consent of the owner or occupant of such private property shall be obtained prior to going on the property to give notice, unless the bin, container or receptacle is located in an area of commercial premises that is open to the public. If the bin, container, or receptacle is identified with the name and telephone number of the solid waste enterprise servicing or owning it, the city shall endeavor to contact such enterprise by telephone. However, failure to notify such enterprise by phone shall not invalidate the notice. If notice is provided by the franchisee under a delegation of authority pursuant to subsection (D), the franchisee shall promptly provide the city with a copy of the notice. Where the notice cannot be physically delivered or placed on the container due to the inability to enter onto private property or the refusal of consent by the owner, the notice may be given to the owner or occupant by certified mail, return receipt requested.

(B) **Impound of containers.** The city may impound or cause to be impounded any bin, container, or receptacle placed in violation of § 8.20.120 that is located on city property or located on private property with the written consent of the owner or occupant of the property where the container is located, if the same is not permanently removed from its location within the time set forth in the notice provided pursuant to subsection (A), which time shall not be less than twenty-

four (24) hours after posting of the notice, or receipt of notice if notice is provided by certified mail, or not less than six (6) business hours after telephonic notification, if such notification is provided. If the bin, container, or receptacle is impounded by the franchisee under a delegation of authority pursuant to subsection (D), the franchisee shall immediately inform the city in writing of the impoundment, promptly dispose of the contents of the bin, container, or receptacle at a permitted disposal facility, and shall store the bin, container, or receptacle in a legally permitted storage area that complies with all applicable local land use regulations. If the bin, container, or receptacle has no markings identifying the owner or setting forth the owner's telephone number, and if identification of such owner cannot be provided by the owner or operator on whose premises the bin, container, or waste receptacle is located, then the city shall be authorized to immediately remove and impound it. For purposes of this section, "business hours" shall mean the hours of 7:00 a.m. to 5:30 p.m., Monday through Friday, and Saturday 7:00 a.m. to 3:00 p.m.

(C) Disposition of impounded containers. The bin, container, or receptacle impounded shall be retrieved by the owner or representative thereof immediately after any applicable fees and charges have been paid. Such fees and charges may include, among other things, reimbursement of costs incurred for towing, transportation, disposal of contents, storage and administration. If the bin, container, or waste receptacle is not claimed within 30 days after removal and notice to the owner, or 30 days after removal if the identity of the owner is unknown, the bin, container, or waste receptacle shall be deemed abandoned property and may be disposed of in any manner authorized by law.

(D) Delegation of authority. The administrator may delegate to the franchisee the authority to provide the notice required by subsection (A) and/or the authority to impound and/or store unauthorized bins, containers or other receptacle in accordance with subsection (B). Prior to the franchisee's exercise of any such delegated authority, the franchisee shall provide the city with a written agreement in a form satisfactory to the city indemnifying and holding harmless the city against all claims and causes of action arising out of the franchisee's actions to impound and/or store bins, containers, and amending the franchise agreement to reflect that impoundments performed without full compliance with this section, or the failure to provide notice as required by this section, shall be deemed a violation of the franchise agreement. The administrator may revoke this delegation of authority at any time in his or her sole discretion, and the franchise agreement provided by the franchisee shall acknowledge that any such revocation shall not be deemed a breach of the franchise agreement.

(E) Cease placing materials in unauthorized bins. Upon posting of a written notice of violation upon an unauthorized bin, container, or receptacle pursuant to subsection (A), the customer using the container shall immediately cease placing refuse, green waste, organic waste or recyclable materials in the containers.

(F) Penalty. - Each and every person shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this section is committed, continued or permitted by such person and shall be deemed punishable therefore as provided in this chapter.

(G) **Levy of fees.** Any person who violates this section shall be liable to the city for all fees and charges established by resolution of the City Council and levied in connection with the collection, transportation, storage and handling of the bin, container or by the city.

(H) **Abatement.** – In addition to the penalties set forth in § 8.20.420, the violation of any of the provisions of this section shall constitute a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

8.20.230 Time of collection

There shall be no collection of solid waste before seven (7) a.m. or after six (6) p. m. in any area of the city, unless otherwise specified in the franchisee agreement.

8.20.240 Container - Residential placement.

No solid waste containers used for residential premises shall be placed out at the curb, alley, or right of way before 4:00 p.m. on the day prior to scheduled collection by the franchisee, and all containers shall be removed before 12:00 noon on the day following collection.

8.20.250 Container - Tampering with prohibited.

No person other than the owner, agent or employee of the premises shall place any substance or material in a solid waste container located on such premises or otherwise tamper or meddle or move such container or its contents.

8.20.260 Container – Maintenance.

All containers shall be kept in clean and sanitary condition by the owner or occupant of the premises where the containers are located, and keep such containers tightly covered at all times, except when solid waste is being deposited in the containers. The contents of containers shall at all times be secure against access by flies and free from leaks. If the provisions of this section are not fully complied with, the franchisee shall place a tag on the container so stating; thereafter the container shall be considered as condemned and unfit for service and in violation of the provisions of this chapter.

ARTICLE V COLLECTION OF FEES

8.20.270 Collection - Rates.

All rates for services rendered by the franchisee under this section shall be approved by ordinance or resolution of the City Council.

8.20.280 Collection - Customer subscription and change of address.

It shall be the responsibility of persons owning or occupying any premises in the city to subscribe for services from franchisee as described in this chapter and to notify the franchisee of any address change within 14 days after beginning occupancy of any premises in the city.

8.20.290 Collection - Suspension of service to commercial premises for delinquent payment.

If any person owning or occupying commercial premises does not pay for services rendered to him or her by the franchisee and is found to be in arrears, then the franchisee shall have the right to suspend service to that person upon notification by U.S. mail no later than one week prior to the discontinuance of service. This remedy is in addition to all other remedies and penalties provided for by law or in this chapter.

8.20.300 Collection - Charges as civil debt.

The charges provided for in this chapter shall be civil debts due and owing to the city and/or franchisee, as applicable, from the party responsible to make the payments as provided in this chapter, and collection thereof may be enforced pursuant to any procedures established by the policies enacted pursuant to § 8.20.110 or any other applicable law..

8.20.310 Placement of delinquent charges on tax roll.

(A) **Collection on tax roll.** Should any of the charges provided for in this chapter remain due and owing 90 days after the first billing therefore in case of bimonthly billings and 45 days in case of monthly billing, the charges maybe collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from the city's general taxes.

(B) **Procedures.** Prior to the placement of delinquent charges on the tax roll, as provided in subsection (A), the following procedures shall apply

(1) The City Council shall cause a written report to be prepared prior to August 10 and filed with the City Clerk describing each parcel of property owing delinquent fees or charges for services provided by franchisee for the year.

(2) The City Clerk shall notify, by mail, the owner of each property with delinquent charges of the date and time of the hearing on the report and the city's intention to place the delinquent charges on the tax rolls.

(3) At the hearing, the City Council shall hear and consider all objections to the accuracy of the report. The City Council shall then pass a resolution either adopting or revising the charges on the report at the hearing's conclusion.

(4) By August 10 of each year, the City Clerk shall file with the city's Finance Director a copy of the report with the City Clerk's signature stating that the City Council has adopted the report. The Finance Director shall then arrange to have the charges placed onto the assessment roll.

ARTICLE VI REQUIREMENTS FOR RESIDENTIAL AND COMMERCIAL PREMISES

8.20.320 Requirements for single family waste generators.

Every person owning or occupying a single-family residential premises, except to the extent such owner or occupant satisfies the self-hauler requirements in § 8.20.340, shall:

(A) **Subscribe for services.** Subscribe and pay for the solid waste collection services of the franchisee. The franchisee shall collect all solid waste placed in the appropriate containers and in the correct location in accordance with the terms of the franchise agreement for such services.

(B) **Place in appropriate containers.** Place source separated green container organic waste in the green container; source separated recyclable materials in the blue container; and gray container waste in the gray container. Waste generators at single-family residential premises shall not place materials designated for the gray container into the green container or in the blue container and shall not otherwise place prohibited container contaminants in any container.

8.20.330 Requirements for commercial waste generators.

Every person owning, occupying or operating a commercial premises or commercial business in the city, except commercial businesses that meet the self-hauler requirements in § 8.20.340, or that have been granted a waiver by the city pursuant to § 8.20.350, shall:

(A) **Subscribe for services.** Subscribe and pay for solid waste collection services of the franchisee. The franchisee shall collect all solid waste placed in the appropriate containers and in the correct location in accordance with the terms of the franchise agreement for such services.

(B) **Place in appropriate containers.** Participate in the franchisee's organic waste collection service by placing designated materials in designated containers as set forth in this subsection. Commercial businesses shall place source separated green container organic waste in the green container; source separated recyclable materials in the blue container; and gray container waste in the gray container. Commercial businesses shall not place materials designated for the gray container into the green container or into the blue container, and shall not otherwise place prohibited container contaminants in any container.

(C) **Education.** Ensure that their employees and independent contractors are informed and educated about all recycling services available at the commercial premises. Information concerning the types of recyclable materials and organic waste that can be segregated and recycled, the location of containers for recyclable materials and organic waste, and the employees' responsibility to recycle recyclable materials and organic waste shall be distributed to all new employees when hired, to all independent contractors when retained and periodically to all other employees and independent contractors. All employees and independent contractors shall also be given appropriate information and instructions concerning any change in recycling services to the commercial premises.

(D) **Internal containers.** Provide containers owned by the commercial business for the collection of source separated green container organic waste and source separated recyclable materials in all indoor and outdoor areas where internal containers are provided for use by customers to discard materials generated by that business. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the business is not required to provide that particular

container in all areas where disposal containers are provided for customers. This subsection shall not apply to multi-family residential premises and full-service restaurants. The containers provided by the commercial business shall have either:

(1) A body or lid, or both a body and lid, that conforms with the container color requirements of the franchisee.

(2) Containers with imprinted text or graphic images or labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container.

(E) **Prohibit container contamination.** Prohibit employees from placing prohibited container contaminants in any container to the extent practical through education, training, inspection, and/or other measures. This subsection shall not apply to multi-family residential premises.

(F) **Inspection of containers.** Inspect blue containers, green containers, and gray containers every month for container contamination and inform employees if contaminated containers are discovered and of the requirements to keep prohibited container contaminants out of those containers. This subsection shall not apply to multi-family residential premises.

(G) **Education on proper sorting.** Provide information to employees, contractors, tenants, and customers each year about organic waste recovery requirements set forth in this chapter and about proper sorting of source separated green container organic waste and source separated recyclable materials.

(H) **Information for new tenants.** Provide education information prior to or within fourteen (14) days of occupation of the premises by new tenants that describes requirements to keep source separated green container organic waste and source separated recyclable materials separate from gray container waste (when applicable) and the location of containers and the rules governing their use at the premises.

(I) **City access.** Provide or arrange access for the city or its agent to the commercial premises during all inspections conducted in accordance with § 8.20.410 to confirm compliance with the requirements of this chapter.

(J) **Additional waste reduction measures.** Nothing in this section prohibits an owner or occupant of commercial premises or a commercial business from preventing or reducing waste generation, managing organic waste on site, or using a community composting site.

8.20.340 Self-hauler requirements.

(A) **Source separation.** Self-haulers shall source separate all recyclable materials and organic waste generated on premises owned or operated by the self-hauler site from solid waste in a manner consistent with § 8.20.320 for single-family residential premises, and § 8.20.330 for

commercial businesses, or shall haul organic waste to a high diversion organic waste processing facility.

(B) **Disposal at permitted facility.** Self-haulers shall haul their source separated recyclable materials to a facility that recovers those materials; and haul their source separated green container organic waste to a solid waste facility, operation, activity, or property that processes or recovers source separated green container organic waste. Alternatively, self-haulers may haul organic waste to a high diversion organic waste processing facility.

(C) **Commercial Businesses Recordkeeping.** Self-haulers that are commercial businesses shall keep a record of the amount of refuse, recyclable materials, and organic waste delivered to each solid waste facility, operation, activity, or property that processes or recovers these materials; this record shall be subject to inspection by the city and shall be provided to the city upon request.

The records shall include the following information:

- (1) Delivery receipts and weight tickets from the entity accepting the waste.
- (2) The amount of material in cubic yards or tons transported to each entity.
- (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the number of loads, and the entities that received the organic waste.

(D) **Residential Premises.** The owner or occupant of residential premises that self-hauls solid waste is not required to record or report the information required by this subsection.

8.20.350 Waiver for commercial waste generators.

(A) **De Minimis Waivers.** The city may waive a commercial business' obligation to comply with some or all of the organic waste requirements of this chapter if the commercial business provides documentation that the business generates below a certain amount of organic waste as described in § 8.20.350(A)(2) below. Commercial businesses requesting a de minimis waiver shall:

- (1) Submit an application specifying the services for which they are requesting a waiver.
- (2) Provide documentation that either:
 - (a) The total solid waste collected from the commercial business is two cubic yards or more per week and organic waste subject to collection in a green container comprises fewer than 20 gallons per week; or,

(b) The total solid waste collected from the commercial business is fewer than two cubic yards per week and organic waste subject to collection in green container comprises fewer than 10 gallons per week.

(3) Notify the city if circumstances change such that commercial business's organic waste exceeds threshold set forth in § 8.20.350(A)(2) above, in which case the waiver will be rescinded.

(4) Provide written verification of eligibility for de minimis waiver every 5 years, if the city has approved a de minimis waiver.

(B) Physical space waivers. The city may waive a commercial business' obligation to comply with some or all of the requirements set forth in this chapter pertaining to recyclable materials and/or organic waste if the city has evidence from its own staff, a franchisee, a licensed architect, or a licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the recyclable materials and/or organic waste requirements of this chapter. A commercial business may request a physical space waiver through the following process:

(1) Submit an application form specifying the type(s) of collection services for which they are requesting a physical space waiver.

(2) Provide documentation that the premises lacks adequate space for blue containers and/or green containers including documentation from the franchise, a licensed architect, or a licensed engineer.

(3) Provide written verification to the city that it is still eligible for physical space waiver every five years, if the city has approved a physical space waiver.

(C) Collection frequency waiver. The city, at its sole discretion, may allow the owner or tenant of any premises that subscribes to the franchisee's organic waste collection service to arrange for the collection of their blue container, gray container, or both once every fourteen days, rather than once per week.

(D) Review and approval of waivers by the city. Only the administrator (and not the franchisee) may grant or approve de minimis waivers, physical space waivers, or collection frequency waivers.

8.20.360 Automatic subscription to recyclable and organics collection service.

(A) Automatic subscription. The franchisee shall, upon request of the administrator, automatically arrange for the collection of recyclable materials and/or organic waste at premises owned, occupied or operated by any person violating any of the recyclables and organics recycling provisions of this chapter. The level of service shall be determined by the franchisee, and subject to approval of the administrator. Franchisee shall charge the person owning, occupying or

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operating the premises according to the terms of the franchise agreement. The owner, occupant, or operator of the premises shall be required to pay for these services pursuant to § 8.20.270 through § 8.20.310. Notwithstanding the foregoing, this section shall not apply to the extent the owner, occupant or operator of the premises is a self-hauler that meets the requirements § 8.20.340, or has been granted a waiver pursuant to § 8.20.350, or is otherwise exempt from the requirements set forth in § 8.20.320 and § 8.20.330.

(B) **Notice.** At least thirty (30) days prior to submitting such request to the franchisee, the administrator shall provide adequate written notice to the person owning, occupying or operating the premises in violation of this chapter informing such person of the violation, the actions necessary to correct the violation, and the fact that the services will be automatically provided at their expense if they do not correct the violation within such thirty (30) days. A copy of the notice shall be provided to the franchisee at the same time so that the contractor is prepared to automatically provide the services if necessary. Following such thirty (30) day period, the administrator shall notify the franchisee if compliance has not been made, and the franchisee shall thereafter, within five (5) business days, deliver to such premises containers to be used for the accumulation, segregation and collection of recyclable materials and/or organic waste generated from or at the premises, add such services to the account for such premises, and notify the person owning, occupying or operating such premises that they shall be responsible for the cost of collection services provided by the franchisee pursuant to § 8.20.270 through § 8.20.310.

ARTICLE VII EDIBLE FOOD RECOVERY

8.20.370 Requirements for commercial edible food generators.

(A) Compliance dates.

(1) Tier one commercial edible food generators must comply with the requirements of this section commencing January 1, 2022, and tier two commercial edible food generators must comply commencing January 1, 2024.

(2) Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this section, commencing January 1, 2024.

(B) **Requirements.** Commercial edible food generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of edible food that would otherwise be disposed.

(2) Contract with, or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.

(3) Preserve edible food for recovery, and not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.

(4) Allow the administrator or designated entity to access the premises and review records related to edible food recovery.

(5) Keep records that include the following information:

- i. A list of each food recovery service or food recovery organization that collects or receives its edible food pursuant to a contract or written agreement.
- ii. Copies of all contracts or agreements with food recovery organizations or food recovery services.

(6) A record of the following information for each of those food recovery services or food recovery organizations:

- i. The name, address and contact information of the food recovery service or food recovery organization.
- ii. The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.
- iii. The established frequency that food will be collected or self-hauled.
- iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.

(C) **Other applicable laws.** Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017.

8.20.380 Requirements for food recovery organizations and services.

(A) **Food recovery services.** Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement, shall maintain the following records:

(1) The name, address, and contact information for each commercial edible food generator from which the food recovery service collects edible food.

(2) The quantity in pounds of edible food collected from each commercial edible food generator per month.

(3) The quantity in pounds of edible food transported to each food recovery organization per month.

(4) The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for food recovery.

(B) Food recovery organizations. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators via a contract or written agreement, shall maintain the following records:

(1) The name, address, and contact information for each commercial edible food generator from which the food recovery organization receives edible food.

(2) The quantity in pounds of edible food received from each commercial edible food generator per month.

(3) The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.

(C) Reporting requirements. Food recovery organizations and food recovery services that have their primary address physically located in the city and contract with or have written agreements with one or more commercial edible food generators shall report to the city the total pounds of edible food recovered in the previous calendar year from the tier one and tier two commercial edible food generators. Such food recovery services or food recovery organizations shall also provide, upon request, information regarding existing, or any new or expanded food recovery facilities or services operated or provided by the food recovery service or food recovery organization. Food recovery services and food recovery organizations shall provide the above information at least annually, and within 60 days of a request by city, unless a shorter timeframe is otherwise specified by the city.

8.20.390 Requirements for franchisees and facility operators.

(A) Requirements for franchisees. Franchisees shall meet the following requirements and standards as a condition of approval of a franchise agreement:

(1) Franchisee shall transport all solid waste that is collected in the city to a fully permitted transfer station, materials recovery facility, or disposal site that is lawfully permitted to accept and recover applicable discarded materials; provided that any franchise agreement shall provide the city with the right to designate disposal facilities and material recovery facilities to which the solid waste collected in the city shall be delivered.

(2) Notify the city in writing each year to identify the disposal facilities to which franchisee will transport all solid waste.

(B) Requirements for facility operators and community composting operations.

(1) Owners of facilities, operations, and activities that recover organic waste, including, but not limited to, composting facilities, in-vessel digestion facilities, and publicly-owned treatment works, shall, within sixty (60) days of request by the city, provide information regarding availability and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes.

(2) Community composting operators shall, within sixty (60) days of request by the city, provide information to the city to support organic waste capacity planning, including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation.

ARTICLE VIII PROCUREMENT

8.20.400 Procurement requirements.

(A) Landscaping. Any person that provides services directly to the city for landscaping maintenance, renovation, and construction shall:

(1) Use compost and mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the city, whenever available, and capable of meeting quality standards.

(2) Keep and provide to the city records of procurement of recovered organic waste products (either through purchase or acquisition), upon completion of projects. Information to be provided shall include:

- (a) General description of how and where the product was used;
- (b) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;
- (c) Type of product;
- (d) Quantity of each product; and,
- (e) Invoice or other record demonstrating purchase or procurement.

(B) Paper products. All vendors providing paper products and printing and writing paper to the city shall:

(1) If fitness and quality are equal, provide recycled-content paper products and recycled-content printing and writing paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled paper products and

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printing and writing paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than 10% of the total cost for non-recycled items.

(2) Certify in writing, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the city. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

(3) Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the city is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) § 260.12 (2013).

(4) Provide records to the city's Recycling Program Analyst, in accordance with the city's recycled-content paper procurement policy(ies) of all paper products and printing and writing paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the city. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in §8.20.390(B)(2) and §8.20.390(B)(3) for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content paper products or printing and writing papers are provided, include a description of why recycled-content paper products or printing and writing papers were not provided.

ARTICLE IX ENFORCEMENT

8.20.410 Inspections and investigations by city.

(A) **Inspection of containers and vehicles.** City representatives and/or its designated entity are authorized to conduct inspections and investigations, at random or otherwise, of any collection container (placed out on curb during collection day), collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source separated materials to confirm compliance with this chapter by organic waste generators, commercial businesses, property owners, commercial edible food generators, haulers, self-haulers, food recovery services, and food recovery organizations, subject to applicable laws.

(B) **Access for inspections.** Regulated entities shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the city's representative or its designated entity during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, edible food recovery activities, records, or any other requirement of this chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any inspection or investigation is a violation of this chapter.

(C) **Public records.** Any records obtained by the city during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code § 6250 et seq.

(D) **Complaints.** Any person may submit to the city a written complaint, which may be anonymous, regarding an entity that may be potentially non-compliant with SB 1383 Regulations.

8.20.420 Violations – Penalty and enforcement.

(A) **Penalties.** Any person violating any of the provisions of this chapter, except §0, and § 0 through § 0, is guilty of a misdemeanor. Any person, firm or corporation violating §0, and § 0 through §0, is guilty of an infraction. Any subsequent violation of §0, and § 0 through §0 within two years of the first violation of the same section shall be a misdemeanor. Penalties for violations in this chapter are established by chapter 1.08 of this code.

(B) **Private action by franchisee.** Any franchisee may bring a private action to enjoin and prevent violations of §8.20.120 and §8.20.220 to the fullest extent allowed under California law, including but not limited to actions alleging that such violations constitute unfair competition within the meaning of the law.

(C) **Collection services.** In addition to being assessed penalties established by chapter 1.08 of this code. Any person violating any of the provisions of § 0 may also have collection services automatically provided at their expense pursuant to § 0.

DATE: 11/17/2021

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

Consent to Master Sub-Lease Holder Diamond Aero Corporation to sublet space to Top Flight Aviation Company to operate a flight training and aircraft rental business at the Corona Municipal Airport.

EXECUTIVE SUMMARY:

Diamond Aero Corporation is a Master Sub-Lease holder of Parcels II and VI at the Corona Municipal Airport. Diamond Aero Corporation is requesting the City's consent to sublet space within its leased premises to a new business called Top Flight Aviation. Top Flight Aviation wishes to operate an aircraft rental business and flight training school. In accordance with the lease between the City and Diamond Aero Corporation and Corona Municipal Code, prior written consent is required of the City and the United States Army Core of Engineers before this action can take place.

RECOMMENDED ACTION:

That the City Council consent to the request from Diamond Aero Corporation to sublet space to Top Flight Aviation Company and authorize staff to assist in furtherance of this consent to obtain approval from the United States Army Corps of Engineers.

BACKGROUND & HISTORY:

The City of Corona (City) holds a recreational lease with the United States Army Corps of Engineers (USACOE) for acreage that makes up the Corona Municipal Airport. The total leasable space consists of hangars, offices, buildings, aircraft tie-downs and a fueling station. The leasable space is apportioned into seven (7) separate parcels and subleased to three (3) master sub-lease holders as follows:

- a. Parcel I is leased to Corona Air Ventures
- b. Parcel II & VI is leased to Diamond Aero Corporation, and
- c. Parcel III, IV and V is leased to Corona Executive Hangars.

On May 16, 2018, Diamond Aero Corporation (DAC) entered into a lease agreement with the City. In accordance with the lease Section 3.7 Uses, DAC is authorized to utilize the premises solely for parking, storing, tying down, maintenance and repair of aircraft, as well as other lawful aviation-based purposes incidental thereto. Any other uses than those

defined in Section 3.7 must go through the two-step approval process noted in Section 3.13 and Corona Municipal Code 4.12.020 which require approval from the City Council and United States Army Corps of Engineers prior to operating any commercial establishment at the airport. Lastly, as stipulated in lease Section 3.13.1, consent shall not be unreasonably withheld.

ANALYSIS:

DAC wishes to sublet office space and hangars to Top Flight Aviation Training, LLC to operate a new aviation business that offers flight training and luxury aircraft rentals. If approved the business office and flight training operations will be located at 1961 Aviation Drive, Suite 201. The hangars and tie-down areas needed to store aircraft will be leased from DAC, Corona Executive Hangars, and Corona Air Ventures.

Top Flight Aviation training will focus on turbo and double engine aircraft. They also intend to create educational outreach, career pathway programs essential to inspire and recruit pilots, and plan to work with local colleges and high schools to provide presentations and career suggestion opportunities for youth.

Staff's analysis involved comparing the proposed business operations with existing businesses to determine whether there will be a positive or negative impact to airport businesses. This methodology has been historically implemented to support business synergy amongst the airport business community. Currently, 12 authorized businesses operate in the airport, including the three master sub-lease holders. Businesses at the airport provide full airplane maintenance, repair shops, aircraft paint shop, upholstery, a flight school, restaurant, fuel services, etc.

Flying Academy, existing flight school, was the focus of staff's analysis since Top Flight Aviation proposes to operate a flight school. Based on staff's findings, Flying Academy provides single engine aircraft flight training, whereas Top Flight Aviation trains to fly turbo and double-engine aircraft. These businesses target a different audience; consequently, the addition of the proposed flight school should not negatively impact an existing business.

Accordingly, and in compliance with lease section 3.13.1, consent should not be unreasonably withheld.

If approved, staff will forward this action to USACOE for final review.

FINANCIAL IMPACT:

Approval of this action will have no impact on the City's Airport Fund 275.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA because this activity is simply addressing the consent given to a Master Sub-Lease Holder to sublet space to another entity at the Corona Municipal Airport. Therefore, no environmental analysis is required.

PREPARED BY: CYNTHIA LARA, ADMINISTRATIVE SERVICES MANAGER II

REVIEWED BY: ANNE K. TURNER, COMMUNITY SERVICES DIRECTOR

Attachments:

1. Exhibit 1- Diamond Aero Corporation Request to Sublease

+Diamond Aero Corporation



September 2, 2021

Curtis Showalter

City of Corona

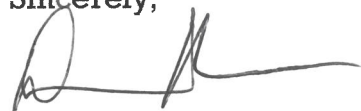
Dear Curtis

The folder contains the information from the Top Flight Aviation Company that is requesting to be licensed and permitted here at Corona Airport. They will add more flight training with a high degree of professionalism. Their inventory of planes seem impressive with a wide range of flight training.

I have met the owner and his son. The son David is hands on and would be here at the airport assisting in flight training and overall management of the program.

If you have any questions call me at 626-945-6026.

Sincerely,



Dennis Winn
Diamond Aero Corp



Top Flight Aviation Training LLC.

Flight Training and Luxury Aircraft Rentals

1961 Aviation Dr. Suite 201
Corona, CA 92878
951-335-5590

ABOUT OUR COMPANY

Top Flight Aviation Training LLC is a private aviation company dedicated to providing the highest quality, luxurious airplanes and personalized flight training to clients in the Inland Empire, and surrounding areas.

OVERVIEW

Top Flight Aviation Training LLC is run and operated by pilots for pilots. Our mission is to provide well maintained aircraft for rentals and flight training. Top Flight will teach students the aeronautical knowledge and piloting skills necessary to achieve their certificates and ratings. Top Flight strives to create a solid foundation from the start to build good piloting skills and proper aeronautical decision making. If your goal is to fly as a commercial pilot or take your family and friends for leisure trips, we will be able to help you accomplish that goal. We will provide top service and a safe environment for pilots to learn and continue progression to safer skies. Our community is very important to us and our luxurious fleet is offered for reasonable prices to other pilots who are looking to gain more experience in technologically advanced and high performance aircraft.

OUR MISSION

1. To provide well maintained aircraft with modern avionics for rentals and flight training. Our aircraft portfolio is worth close to 1 million dollars. We want to provide the community access to our high performance and technologically advanced aircraft and provide high quality services to the aviation community in the form of either initial or recurrent training. We apply advanced instructional methods incorporating modern technology, practical scenarios and situational awareness.
2. To concentrate our efforts in developing the talent to support the industry recovery and future growth.
3. To create educational outreach and career pathway programs which are becoming essential to inspire and recruit the next generation of pilots. Our professional flight instructors plan on working with local colleges and high schools to provide presentations and career suggestion opportunities for our youth. We are planning to work alongside aviation groups such as the EAA, the 99's and Women in Aviation association.
4. We will teach students of any age, gender, ethnic and religious background, and various levels of experience who, upon program completion, seek employment within the aviation field. Our program is also open for students seeking to obtain their pilot license and use it for their recreational purposes.
5. Supporting local businesses at Corona Municipal Airport, such as: Procraft Aviation who will handle full maintenance of our fleet and fuel and tie-downs are provided by Corona Air Ventures. Diamond Aero corp. provides us with the office space. Corona Executive Hangars provides us with Hangar space, and many more.
6. Providing new jobs in our community. We will hire multiple employees and instructors.

THE OUTLOOK FOR PILOT DEMAND

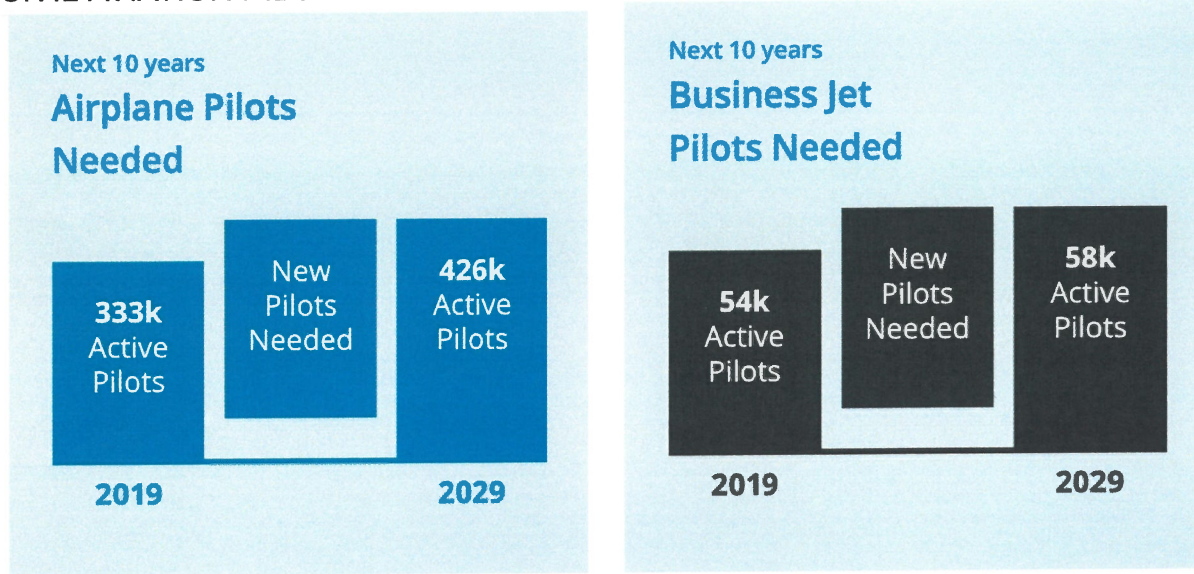
For the first time since the start of the pandemic, forecasts and reports about the aviation industry's recovery are aligning around a more positive picture in the short to mid-term.

IATA (International Air Transport Association) has been predicting a return to 2019 levels by 2023 and with the recent positive efficacy of vaccines, this looks to be realistic. IATA forecasts there will be passenger and cargo demand for an additional 9,500 aircraft to fly in 2023

Top Flight Aviation Training LLC.

compared to 2021 requiring another 105,000 pilots to be trained in that period. There is much to provide confidence for the commercial airline industry when looking ahead to the end of 2021 and beyond. Here in Top Flight Aviation we want to concentrate our efforts in developing the talent to support the industry recovery and future growth.

CIVIL AVIATION PILOT DEMAND



Source: <https://www.cae.com/cae-pilot-demand-outlook-2020/>

Top Flight Aviation Training LLC.

Our Fleet

1. 2007 Cirrus SR-22 GT3 Turbo
2. 2006 Cessna C-182 G1000
3. 2004 Cessna C-172 SP
4. 1979 Cessna C-172 N

2007 Cirrus SR-22 GT3 Turbo

Specifically engineered to give you the lifestyle you want – freedom to go where you want, when you want, without waiting or hassles – and to do it with advanced technological innovation, exhilarating performances, and unprecedented style.

Equipped with the Avidyne glass cockpit and emergency parachute, the SR-22 makes the perfect high performance airplane.



Top Flight Aviation Training LLC.



Top Flight Aviation Training LLC.

2006 Cessna C-182 G1000

Cessna Skylane is a 230-horsepower aircraft made to experience even greater destinations. With its high-wing design and durable airframe, this piston aircraft delivers a level of performance perfect for the next level of pilot. Our Cessna 182 is equipped with modern glass cockpit avionics (Garmin G1000).



Top Flight Aviation Training LLC.

Our Office

Our facility is located at the top floor of the highest building at the airport. This strategic location brings customers the best views at the runway and overlook at all legs of the traffic pattern. We are planning to maintain the outside balcony and make it a welcoming space for not just clients of Top Flight Aviation but for all KAJO (Corona Municipal Airport) visitors and fellow occupants.

Our office space consists of a small area with two management desks, a lounge seating area with a sofa and smart TV. We offer the clients comfortable seating with whiteboards for their ground lessons with flight instructors. We are also maintaining a large collection of aviation literature that consists of more than 300 books and is available for readers at our facility.

Top Flight Aviation Training LLC.



Top Flight Aviation Training LLC.





Staff Report

File #: 21-1032

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

DATE: 11/17/2021

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

FROM: Utilities Department

SUBJECT:

Amendment No. 1 to the Water Sale Agreement between the City of Corona and the Home Gardens County Water District.

EXECUTIVE SUMMARY:

The City of Corona and the Home Gardens County Water District entered into a Water Sale Agreement to facilitate the sale of potable water to the District annually. Approval of Amendment No. 1 to the Home Gardens Water Sale Agreement will extend the term of the Agreement through June 30, 2025 and increase the purchase price of water based on the Consumer Price Index.

RECOMMENDED ACTION:

That the:

- a. City Council approve and authorize the City Manager, or his designee, to execute Amendment No. 1 to the Water Sale Agreement between the City of Corona and Home Gardens County Water District.
- b. City Council authorize the City Manager, or his designee, to negotiate and execute any additional extensions and amendments to the Agreement which are either non-substantive or otherwise in compliance with the City Council's actions hereunder, including the determination and implementation of any termination or mutually acceptable extension to the Agreement.
- c. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

BACKGROUND & HISTORY:

Home Gardens County Water District (District) is a local water district that provides water to the

community of Home Gardens. Home Gardens has a population of approximately 11,200 people and is considered to be a disadvantaged community based upon the Office of Environmental Health Hazard Assessment's (OEHHA) CalEnviroScreen 3.0. The CalEnviroScreen 3.0 identifies disadvantaged communities which most suffer from a combination of economic, health, and environmental burdens. Because of the relatively small size of the District and the economic challenges faced by the community that it serves, the District searched for ways to make its water more affordable.

In April 2015, the City and the District entered into an agreement to facilitate the sale of approximately 500 acre-feet (AF) of water per year from the City to the District. The delivery of water occurs at an interagency interconnection point constructed at the northern terminus of Temescal Street. The City had sufficient supply to meet the 500 AF estimated demand, and with the addition of Well 33 in the Home Gardens area, the City has continued to meet the demand.

Since the Agreement began, the City has delivered an average of 363 AF of water per year to the District, generating approximately \$181,000 in revenue. The Agreement provided for the sale of water to the District at a rate of \$500 per AF, with a planned rate increase every five years based upon the compounded percentage change in the Consumer Price Index (CPI).

ANALYSIS:

While the City Council approved the agreement in April of 2015, the term of the Agreement stated it would be retroactive from December 31, 2014 to December 31, 2019. The Agreement specified that a rate increase based upon compounded CPI would be required as of July 1, 2019 and every 5 years thereafter. However, the City did not sell and deliver water to the District in 2014. Because the delivery date of the water did not occur until July 2015, the terms of the Agreement must be amended to enact the rate increase (retroactively) to July 1, 2020 which is 5 years from the date of when water was first delivered to the District.

The City has continued to bill the District at the agreed-upon rate of \$500 per AF. That Agreement condition will remain in place until an Amendment to the Agreement is executed. However, the District was notified that upon execution of the Amendment, the District would be billed for the difference between the initial rate and the updated rate retroactively to July 2020.

The updated rate calculated based upon the compounded CPI will be \$557.90 per AF through June 30, 2025. If both parties agree to extend the Agreement, an additional increase will be based upon compounded CPI effective July 1, 2025. The CPI index will be updated to the United States Bureau of Labor Statistics for All Items, Riverside-San Bernardino-Ontario, CA, All Urban Consumers, Not Seasonally Adjusted.

The Agreement may be terminated upon 30 days' notice in the event of default and upon 180 days' notice if the amount of water requested by the District is not available or if either party does not wish to extend the term of the Agreement at the end of any naturally expiring term.

The Utilities Department recommends approval of Amendment No. 1 to the Home Gardens County Water District Water Sale Agreement, allowing the Department to continue to provide available water

to our neighboring agency and generate an additional revenue stream estimated at \$202,000 per year.

FINANCIAL IMPACT:

Approval of the recommended actions will increase the revenue stream in the Water Utility Fund (570) associated with the sale of water to Home Gardens County Water District. The revenue is anticipated to increase from an average of \$181,000 per year to an average of \$202,000 per year retroactive to July 1, 2020. The increase is included in the Utilities Department Fiscal Year 2022 Operating Budget.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is to approve the Amendment to the Water Sale Agreement between the City and Home Gardens County Water District, and there is no possibility that approving this Amendment will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: JACQUELINE ZUKERAN, BUSINESS MANAGER

REVIEWED BY: TOM MOODY, GENERAL MANAGER

Attachments:

1. Exhibit 1 - Home Gardens County Water District Water Sale Agreement
2. Exhibit 2 - Home Gardens County Water District Water Sale Amendment No. 1

CITY OF CORONA
WATER SALE AGREEMENT
(HOME GARDENS COUNTY WATER DISTRICT)

1. PARTIES AND DATE.

This Water Sale Agreement ("Agreement") is entered into as of this 1st day of April, 2015 by and between the City of Corona, a California municipal corporation ("City") and Home Gardens County Water District, a county water district organized and existing pursuant to the County Water District Law (California Water Code §§ 30000 et seq.) ("District"). City and District sometimes individually referred to herein as "Party" and collectively as "Parties" throughout this Agreement.

2. RECITALS.

2.1 City Water Service. The City provides treated potable water service to customers within its service area in the City of Corona, County of Riverside. The City's water supply is a blend of City production wells and water that is imported from the Metropolitan Water District of Southern California.

2.2 District Water Service. The District provides water service to customers within its service area in the unincorporated community of Home Gardens. The District's water supply is provided from District production wells and contracts with other water suppliers, including the City of Riverside.

2.3 Available City Water. The City currently has treated potable water that is surplus to that needed to serve the City's current and future anticipated demands, and thus has treated potable water available for sale to the District subject to the terms and conditions of this Agreement.

2.4 Interconnection Point. The City has constructed an interconnection between the City's water system and the District's water system at the northern terminus of Temescal Street, consisting of a pressure reducing station and flow meter, as well as various fittings and appurtenances needed to deliver treated potable water to the District ("Interconnection Point").

2.5 Agreement Intent. The District desires to purchase and the City desires to sell treated potable water subject to the terms and conditions of this Agreement.

2.6 Corona Utility Authority. District 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 Term. The term of this Agreement shall be retroactive from December 31, 2014 to December 31, 2019, unless earlier terminated as provided herein ("Initial Term"). The Parties may, by mutual, written consent, extend the term of this Agreement. The District acknowledges that City shall have no obligation to agree to any extension of this Agreement, and may decline to do so or impose conditions for doing so, in City's sole discretion. Should either Party wish to terminate this Agreement for any reason authorized in Section 3.6.2 or 3.6.3 or not extend the term of this Agreement following the end of the Initial Term, such Party must notify the other Party in writing at least one hundred eighty (180) days before the effectiveness of the termination so as to allow the District sufficient time to procure water from an alternative source.

3.2 Water Sale and Purchase.

3.2.1 Quantity. Subject to the terms and conditions of this Agreement, including, but not limited to, the City availability, capacity and scheduling conditions provided for in Section 3.3.2 below, the District may purchase, and the City agrees to sell and deliver to the District, treated potable water at the Interconnection Point.

3.2.2 Purchase Price; CPI Increases. For treated potable water delivered to the District by the City, the District shall pay the City the rate of Five Hundred Dollars (\$500.00) per acre-foot ("Purchase Price"). Beginning July 1, 2019 and every five (5) years thereafter, the Purchase Price shall be increased based upon the compounded percentage change in the Consumer Price Index for the most recent five (5) year period calculated based upon each May to May twelve (12) month period. The Consumer Price Index used shall be the one published by the U.S. Bureau of Labor Statistics for All Urban Consumers, All Items, Los Angeles-Riverside-Orange County area (base year 1982-1984=100). By way of example, commencing on July 1, 2019, the Purchase Price shall increase by the compounded percentage change in the Consumer Price Index for the period of May 2014 through May 2019.

3.2.3 Invoicing and Payment. The District shall pay the City for water delivered to the District pursuant to this Agreement within thirty (30) days after delivery of an invoice from the City. City shall invoice District monthly for the quantity of water delivered the prior month, multiplied by the Purchase Price. Invoices need not be provided pursuant to the notice provisions of Section 3.10 below, and instead may be provided by standard mail, email or other electronic or other written communication methods.

3.3 Delivery of Water.

3.3.1 Delivery Point. The physical point of delivery of the treated potable water pursuant to this Agreement shall be the Interconnection Point, or such other alternative locations as may be agreed upon by the City and the District. The City shall maintain and operate the Interconnection Point.

3.3.2 Delivery Schedule. Subject to City's availability and capacity, as determined by the City in its discretion, the City shall deliver to the District treated potable water at such times and in such quantities as is requested from time to time by the District. The City shall use its reasonable efforts to commence delivery of water as requested by the District. If, at the time specified by the District for delivery of water, there is or there is expected to be insufficient availability or capacity for City to make such delivery, the City shall promptly so advise the District, stating the reason for such lack of availability or capacity, and the City shall continue to make all reasonable efforts to schedule and make delivery of the requested water as soon as possible.

3.3.3 Measurement of Water Delivered. The City shall provide the District with an accounting of water delivered to District to support invoices provided pursuant to Section 3.2.3 above. The City shall determine the method, equipment and facilities necessary to provide the measurement of water delivered to the District ("Measurement Equipment"). The District may, at all reasonable times, and at its option and its own expense, inspect, examine and test the Measurement Equipment. Should District discover any discrepancies or other issues with the accounting of water delivered to District or accuracy of the Measurement Equipment, the Parties shall cooperate to identify the cause of such discrepancy or issue to resolve same in good faith, including through appropriate adjustments in the invoices provided by City.

3.4 Additional City Obligations.

3.4.1 City Water Facilities. Ownership, operation and maintenance of all water transmission and distribution pipelines, equipment and facilities in the City's water system, up to and including the Measurement Equipment and Interconnection Point ("City Water Facilities"), shall be the responsibility of the City in accordance with all then current applicable federal, state and local laws, rules, regulations and permit requirements.

3.4.2 Source of Water. The water sold and delivered to the District hereunder may be provided by City from any source available to the City.

3.4.3 Water Quality. The City shall be responsible for ensuring: (1) that the quality of the treated potable water delivered to the District pursuant to this Agreement is of the same quality of water that the City delivers to its residential customers; and (2) that it complies with then current applicable federal, state and local laws, rules, regulations and permit requirements applicable to the City, including any discharge requirements and any compliance waivers granted to the City ("City Quality Standards"). Monthly, the City shall provide the District with a copy of the City Quality Standards and the District shall be solely responsible for ensuring that the City Quality Standards meet the District Quality Standards, as defined in Section 3.5.2 below. The City shall be responsible for any liability resulting from a change in water quality caused by something within the City Water Facilities, and shall defend, indemnify and hold the District harmless pursuant to the indemnification provisions of Section 3.8 below. The City shall promptly notify the District in the event that the City becomes aware of a material adverse change in the quality of the water delivered by the City pursuant to this Agreement or delivered by the District to its customers, and the Parties shall cooperate to identify the cause of

such change. If the cause of the change is within the City Water Facilities, the City shall be responsible for addressing the water quality and bringing it into compliance with the City Quality Standards. If the cause of the change is within the District Water Facilities, the District shall be responsible for addressing the water quality and bringing it into compliance with the District Quality Standards.

3.4.4 Sampling of District's Water System. City personnel or other authorized agents of the City showing proper evidence of identification shall have the right to enter upon District's premises for the purpose of: (a) inspecting the District's water system to ascertain compliance with this Agreement and other federal, state and local laws, rules, regulations and permit requirements; and (b) sampling and analyzing the water within the District's water system to ascertain compliance with this Agreement and other federal, state and local laws, rules, regulations and permit requirements.

3.5 District Obligations and Responsibilities.

3.5.1 District Water Facilities. Ownership, operation and maintenance of all water transmission and distribution pipelines, equipment and facilities in the District's water system, up to and including anything beyond the Measurement Equipment and Interconnection Point ("District Water Facilities"), shall be the responsibility of the District in accordance with all then current applicable federal, state and local laws, rules, regulations and permit requirements.

3.5.2 Water Quality. Once the treated potable water leaves the City's system at the Interconnection Point, the District shall be responsible for ensuring: (1) that the quality of the treated potable water delivered by the City to the District pursuant to this Agreement, when delivered by the District to its customers, is of the same quality of water that the District delivers to its residential customers; and (2) that it complies with then current applicable federal, state and local laws, rules, regulations and permit requirements applicable to the District, including any discharge requirements and any compliance waivers granted to the District ("District Quality Standards"). Upon request, the District shall provide the City with a copy of the District Quality Standards. To the extent that the District Quality Standards exceed the City Quality Standards, the District shall be responsible for any necessary additional treatment of the water delivered to the District pursuant to this Agreement in order to deliver it to the District's customers. The District shall be responsible for any liability resulting from a change in water quality caused by something within the District Water Facilities, and shall defend, indemnify and hold the City harmless pursuant to the indemnification provisions of Section 3.8 below. The District shall promptly notify the City in the event that the District becomes aware of a material adverse change in the quality of the water delivered by the City pursuant to this Agreement or delivered by the District to its customers, and the Parties shall cooperate to identify the cause of such change. If the cause of the change is within the City Water Facilities, the City shall be responsible for addressing the water quality and bringing it into compliance with the City Quality Standards. If the cause of the change is within the District Water Facilities, the District shall be responsible for addressing the water quality and bringing it into compliance with the District Quality Standards.

3.5.3 Contamination. District shall take all commercially available steps to prevent and monitor for unauthorized discharges and contamination events within the District Water Facilities, and shall notify City immediately in the event it learns of any unauthorized discharges or contamination events within or relating to the District Water Facilities.

3.5.4 Ownership of Water. Ownership and title to water delivered to District pursuant to this Agreement shall pass to the District upon conveyance of the water past the Interconnection Point. District shall be solely responsible for the use of any water delivered by City pursuant to this Agreement after the water passes the Interconnection Point.

3.5.5 Use of Water. The District shall use all water delivered by City pursuant to this Agreement to meet the needs of its retail customers within the District's service area. The wholesale or retail sale or transfer, either with or without compensation, of any water delivered by City pursuant to this Agreement to any parties or persons other than retail customers within the District's service area is prohibited.

3.5.6 Cooperation. District shall cooperate with all reasonable requests of City with respect to taking any action necessary to preserve the integrity of the City Water Facilities and the quality of the water delivered to District pursuant to this Agreement.

3.6 Termination.

3.6.1 Default. This Agreement may be terminated in the event of a breach of this Agreement that is not timely cured within thirty (30) calendar days after notice of the breach is given to the Party deemed to have committed the breach; provided, however, if such breach is of a nature that cannot reasonably be cured within thirty (30) calendar days, termination shall be effective if the breaching Party either fails to commence such cure within thirty (30) calendar days of such notice, or commences such cure within such thirty (30) calendar days but fails thereafter to diligently prosecute such cure to completion. Any such written notice of breach shall include a detailed statement as to the claimed failure to perform. In the event the breaching Party fails to cure the breach within the cure period, as such period may be extended by mutual agreement, the non-breaching Party may elect to consider the other Party in default and terminate this Agreement immediately. Notwithstanding the foregoing, the non-breaching Party may also pursue any and all other remedies in law or equity.

3.6.2 Unavailability of Water. This Agreement may be terminated by City with one hundred eighty (180) days' notice to District if City, in its sole discretion, determines that it is unable to deliver the amount of treated potable water requested by District or that it cannot guarantee the availability of sufficient treated potable water for the remaining term of this Agreement. District acknowledges that in the event of termination of this Agreement, City cannot and does not guarantee the availability of any treated potable water to serve the District's service area.

3.6.3 Failure to Convey Well Sites. The Parties intend to negotiate agreements to provide for: (1) the construction of two (2) wells on real property currently owned by the District, which wells will be owned solely by the City; (2) the conveyance from the District to

the City of fee title to the real property on which the wells will be located; and (3) a division of the water produced from such wells between the Parties. This Agreement may be terminated by either Party with one hundred eighty days (180) days' notice to the other Party if the wells are not constructed, the real property is not conveyed to City, or an agreement cannot be reached between the Parties regarding the division of water produced from such wells.

3.6.4 Effect of Termination. If this Agreement is terminated as provided under this Agreement, District shall pay City for all water which is delivered by City prior to the date of termination.

3.7 Good Faith. The Parties acknowledge and agree that this Agreement is subject to the covenant of good faith and fair dealing, provided that nothing in this Agreement shall require City to agree to an extension of this Agreement, modification of the Purchase Price, or any other amendment to this Agreement, nor preclude City from granting, rejecting or conditioning any such request in its sole discretion.

3.8 Mutual Indemnification.

3.8.1 District Indemnification. Neither City nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by District and/or its officials, officers, employees, consultants, subcontractors and agents under or in connection with this Agreement. It is understood and agreed that District, to the maximum extent permitted by law, will defend, indemnify and hold free and harmless the City and its officials, officers, employees, consultants, subcontractors and agents 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 any alleged acts, errors or omissions of District or its officials, officers, employees, consultants, subcontractors and agents in connection with the performance of this Agreement, including, without limitation, the payment of reasonable expert witness fees, attorney fees and other related costs and expenses.

3.8.2 City Indemnification. Neither District nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by City and/or its officials, officers, employees, consultants, subcontractors and agents under or in connection with this Agreement. It is understood and agreed that City, to the maximum extent permitted by law, will defend, indemnify and hold free and harmless the District and its officials, officers, employees, consultants, subcontractors and agents 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 any alleged acts, errors or omissions of City or its officials, officers, employees, consultants, subcontractors and agents in connection with the performance of this Agreement, including, without limitation, the payment of reasonable expert witness fees, attorney fees and other related costs and expenses.

3.9 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.

3.10 Notices Except as otherwise specified herein, all notices or other communication provided for in this Agreement shall be in writing sent by registered or certified mail, return receipt requested, addressed to the person to receive such notice or communication at the following addresses. Notice shall be deemed effective upon receipt or refusal to accept delivery:

If to City: Jonathan Daly, General Manager
Department of Water & Power
City of Corona
755 Public Safety Way
Corona, CA 92880

If to District: David Vigil, General Manager
Home Gardens County Water District
3832 N. Grant Street
Corona, CA 92879

Notice of change of address, telephone numbers or e-mail address shall be given by written notice in the manner set forth in this subsection. Unless otherwise designated from time to time in writing to the other Party, the above-mentioned individuals shall be considered contacts and representatives of their respective Parties in connection with performance of this Agreement.

3.11 Agreement Not Assignable; Corona Utility Authority. This Agreement may not be assigned by either Party and does not run with the land. Notwithstanding the foregoing, to the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, District 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, District shall remain fully obligated to perform under this Agreement on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.12 Required Actions. City and District agree to execute all instruments and documents and to take all actions as may be required in order to consummate the transactions contemplated by this Agreement.

3.13 Entire Agreement. This Agreement contains the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes any prior agreements, understanding or negotiations (whether oral or written). No addition or modification of any term or provision shall be effective unless set forth in writing duly approved by each Party and signed by the authorized representative of each Party.

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

3.15 Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

3.16 Headings. Headings at the beginning of each section and subsection are solely for convenience of reference and are not a substantive part of this Agreement.

3.17 Construction. Whenever the context of this Agreement requires the same, the singular shall include the plural and the masculine, feminine and neuter shall include the others. Without limitation, any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any member of the relevant class. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties had prepared it together. Any reference in this Agreement to an agreement or other instrument shall mean such agreement or instrument as it may from time to time be supplemented, modified, amended or extended in accordance with the terms of such agreement or instrument.

3.18 Waiver. No waiver by either Party of any default by the other Party under this Agreement shall be implied from any omission or delay by the non-defaulting Party to take action on account of the default if the default persists or is repeated. Any waiver of any covenant, term or condition contained in this Agreement must be in writing. Any such express written waiver shall not be construed as a waiver of any subsequent breach of the same covenant term or condition, nor shall it affect any default other than the default expressly made the subject of the waiver. The consent or approval by a Party to or of any act by the other Party shall not be deemed to waive or render unnecessary consent or approval to or of any subsequent act.

3.19 No Third Party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a Party hereto, and the Parties hereto expressly disclaim any such third-party benefit.

3.20 Governing Law and Venue. This Agreement is executed and delivered in the State of California and shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Riverside County.

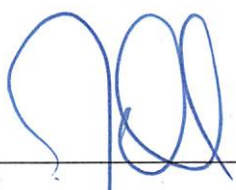
[SIGNATURES ON NEXT TWO (2) PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
WATER SALE AGREEMENT
(HOME GARDENS COUNTY WATER DISTRICT)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

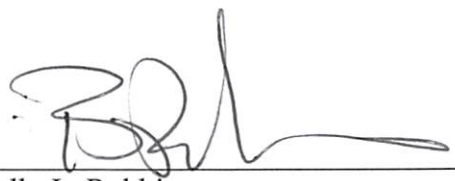
CITY OF CORONA

By:



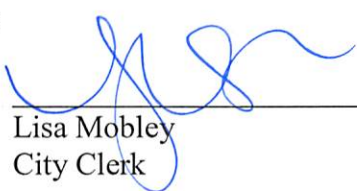
Jonathan Daly
DWP General Manager

Consent:



Bradly L. Robbins
Executive Director
Corona Utility Authority


Attest:



Lisa Mobley
City Clerk

Approved as to Form:

By:



Dean Derleth
City Attorney

DISTRICT'S SIGNATURE PAGE FOR
CITY OF CORONA
WATER SALE AGREEMENT
(HOME GARDENS COUNTY WATER DISTRICT)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

HOME GARDENS COUNTY WATER DISTRICT

By:



David F. Vigil
General Manager

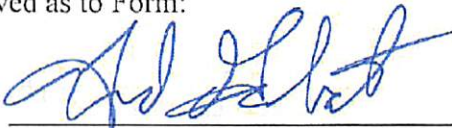
Attest:



Secretary of the Board of Directors

Approved as to Form:

By:



Fred Galante
District Counsel

**CITY OF CORONA
AMENDMENT NO. 1 TO
WATER SALE AGREEMENT**

This Amendment No. 1 ("Amendment") to that certain WATER SALE AGREEMENT, dated as of April 1, 2015 (the "Agreement"), by and between the City of Corona, a California municipal corporation, through its Utilities Department (the "City"), and Home Gardens County Water District, a county water District organized and existing pursuant to the County Water District Law (California Water Code §§ 30000 et seq.) ("District"). City and District may be referred to individually as "Party" or collectively as "Parties", as the context may require. This Amendment is entered into by and between the Parties with reference to the following recited facts (each, a "Recital"):

RECITALS

- A. On or about April 1, 2015, City and District entered into the Agreement, which set forth terms for the District to purchase, and the City to sell and deliver to the District, treated potable water at the interconnection point referenced in the Agreement recitals.
- B. The "Initial Term" of the agreement was set retroactively from December 31, 2014 to December 31, 2019 unless earlier terminated, however the City began to sell and deliver treated potable water to the District on or about July 1, 2015.
- C. The "Initial Term" of the Agreement states that the price increase will occur on July 1, 2019. However, water delivery did not begin until July 1, 2015, which caused the five-year increase to be effective on July 1, 2020.
- D. The parties desire to enter into this Amendment to:
 - a. Extend the term of the Agreement through June 30, 2025.
 - b. Increase the per acre-foot rate (Purchase Price) from \$500 to \$557.90 through June 30, 2025 per section 3.2.2 of the Agreement.
 - c. Update the Consumer Price Index referenced in section 3.2.2 of the Agreement to the published U.S. Bureau of Labor Statistics for All Items, Riverside-San Bernardino-Ontario, CA, All Urban Consumers, Not Seasonally Adjusted index, which shall be used to update the Purchase Price every five (5) years as referenced in section 3.2.2 of the Agreement.
 - d. Update the City's contact information.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS AMENDMENT AND OTHER VALUABLE CONSIDERATION, THE CITY AND DISTRICT AGREE AS FOLLOWS:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated into this Amendment.

2. **Effect of Amendment.** Except as to provisions expressly terminated, removed or amended by this Amendment, the Agreement is, in all other respects, ratified and confirmed and all of the terms and provisions and conditions of the Agreement, as amended by this Amendment, shall be and remain in full force and effect.

3. **Amendment to Agreement.** The Parties mutually agree to amend the Agreement as follows:

- a. Section 3.1 Term is amended retroactively to extend the term of the agreement from January 1, 2020 through June 30, 2025.
- b. Section 3.2.2 Purchase Price: CPI Increases is amended retroactively to:
 - Beginning July 1, 2020 increase the per acre-foot rate (Purchase Price) from Five Hundred Dollars \$500.00 to Five Hundred Fifty Seven Dollars and Ninety Cents \$557.90 through June 30, 2025.
 - January 1, 2018 to update the Consumer Price Index referenced in section 3.2.2 of the Agreement from the published U.S. Bureau of Labor Statistics for All Urban Consumers, All Items, Los Angeles-Riverside-Orange County area (base year 1982-1984=100) to the published U.S. Bureau of Labor Statistics for All Items, Riverside-San Bernardino-Ontario, CA, All Urban Consumers, Not Seasonally Adjusted index, which shall be used to update the Purchase Price every five (5) years.
- c. Section 3.10 Notices is amended to update the City's contact as shown below:

Tom Moody, General Manager
Utilities Department
City of Corona
755 Public Safety Way
Corona, CA 92878

4. **Counterpart Originals.** This Amendment may be executed by the Parties in multiple counterparts, all of which together shall constitute a single agreement.

5. **Binding on Successor and Assigns.** The terms and provisions of this Amendment are intended to bind any successors and assigns of the Parties to the same extent and effect as the same are binding to the Parties hereto.

6. **Partial Invalidity.** If any term or provision or portion thereof of this Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment, or the application of such term or provision or portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Amendment shall be valid and enforced to the fullest extent permitted by law.

7. **Effective Date.** The Effective Date of this Amendment is January 1, 2020, provided that it shall not take effect until approved by the City's General Manager and executed by all Parties.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1, by and through the signatures of their duly authorized representatives below, as follows:

CITY OF CORONA

By:

Tom Moody
General Manager

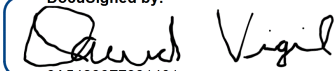
Approved as to Form:

By:

Dean Derleth
City Attorney

HOME GARDENS COUNTY WATER DISTRICT


By:

DocuSigned by:


8A54280F7331401...
David F. Vigil
General Manager

Approved as to Form:

By:

DocuSigned by:


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Fred Galante
District Council



Staff Report

File #: 21-1031

REQUEST FOR CITY COUNCIL ACTION

DATE: 11/17/2021

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

Award of Contract to Walsh Construction Company II, LLC. and Appropriation of Additional Funding from Various Agencies for the Construction of the McKinley Street Grade Separation Project.

EXECUTIVE SUMMARY:

This action is for the award of Notice Inviting Bids (NIB) 22-020CA to Walsh Construction Company II, LLC for \$60,899,929 for the construction of the McKinley Street Grade Separation Project. The Project will construct a four lane overhead grade separation at the Burlington Northern Santa Fe (BNSF) crossing at McKinley Street just south of Sampson Avenue. The bridge over the railroad and adjacent channel will be a 290-foot-long steel tied arch network structure. The project will also include modifications to the eastbound State Route 91 on/off ramps at McKinley Street, new connector road facilities between Sampson Avenue and McKinley Street, pre-cast panel, and mechanically stabilized earth retaining walls, and miscellaneous water/sewer/storm drain infrastructure. Staff is also requesting the City Council accept and appropriate additional funding up to \$33,116,652 from various external agencies that have agreements already executed or are currently in process to aid in the project financing.

RECOMMENDED ACTION:

That the City Council:

- a. Adopt the Plans and Specifications for the McKinley Street Grade Separation Project, Project No. 2012-12, Notice Inviting Bids 22-020CA.
- b. Award Notice Inviting Bids 22-020CA for the McKinley Street Grade Separation Project to Walsh Construction Company II, LLC, of Corona, CA, as the lowest responsive, responsible bidder, for the total not to exceed amount of \$60,899,929, waive all minor bidding irregularities discussed in the Analysis section; and determine that steel fabrication is

considered a materials supplier and not a subcontractor as defined as subcontracting or subletting per the California Subletting and Subcontracting Fair Practices Act (Chapter 4 of the California Public Contract Code).

- c. Authorize the City Manager, or his designee, to execute a contract with Walsh Construction Company II, LLC, for \$60,899,929.
- d. Authorize the City Manager, or his designees, to negotiate and execute non-substantive extensions, change orders, and amendments up to 10% or \$6,090,000 as authorized in Corona Municipal Code Section [3.08.050\(H\)](#).
- e. Authorize the Purchasing Manager to issue a Purchase Order to Walsh Construction Company II, LLC, in the amount of \$60,899,929.
- f. Authorize the City Manager, or his designee, to execute a funding agreement between the City and the Riverside County Transportation Commission (RCTC) that allocates up to \$9,889,692 from the Riverside County Measure A Regional Arterial funds approved at the Commission meeting on November 10, 2021, for the McKinley Street Grade Separation Project, and to approve any modifications to the form of the Funding Agreement deemed necessary by the City Attorney which does not impact the funding to be paid and are consistent with the Council's directions herein.
- g. Authorize the City Manager, or his designee, to execute a Funding Agreement between the City and the State of California, Department of Transportation that allocates up to \$2,876,960 from Highway Railroad Crossing Safety Account funds allocated by the California Transportation Commission (CTC) at the October 13-14, 2021 meeting for the construction of the McKinley Street Grade Separation Project; and approve any modifications to the form of the Funding Agreement deemed necessary by the City Attorney which does not impact the funding to be paid and are consistent with the Council's directions herein.
- h. Authorize the City Manager, or his designee, to execute a funding agreement between the City and the State of California Department of Transportation that allocates up to \$10,300,000 from the Transportation Corridor Enhancement Program (TCEP) allocated by California Transportation Commission (CTC) at the October 13-14, 2021 meeting for the construction of the McKinley Street Grade Separation Project; and to approve any modifications to the form of the Funding Agreement deemed necessary by the City Attorney which does not impact the funding to be paid and are consistent with the Council's directions herein.
- i. Authorize the City Manager, or his designee, to execute a Funding Agreement between the City and the State of California Department of Transportation that allocates up to \$5,000,000 from California Public Utilities Commission Section 190 Grade Separation Program funds for the construction of the McKinley Street Grade Separation Project, and to approve any modifications to the form of the Funding Agreement deemed necessary by the City Attorney which does not impact the funding to be paid and are consistent with the Council's directions herein.

- j. Increase revenue in the amount of \$28,066,652 in the Public Works Capital Grants Fund (Fund 243), and appropriate the same amount for the McKinley Street Grade Separation Project, CIP Project No 69370.
- k. Increase revenue in the amount of \$3,810,000 in the Public Works Capital Grants Fund (Fund 243) and appropriate the same amount from a funding agreement between the City and Burlington Northern and Santa Fe Railway Company approved by the City Council on May 19, 2021, and executed on June 24, 2021, for the McKinley Street Grade Separation Project, CIP Project No 69370.
- l. Increase revenue in the amount of \$1,240,000 in the Public Works Capital Grants Fund (Fund 243), and appropriate the same amount from a cooperative funding agreement between the City, Western Municipal Water District (WMWD), and the Western Riverside County Regional Wastewater Authority (WRCRWA) approved by the City Council on July 7, 2021, and executed on the same day, for the McKinley Street Grade Separation Project, CIP Project No 69370.

BACKGROUND & HISTORY:

Project Update/Costs

The City recently completed the following milestones for the Project:

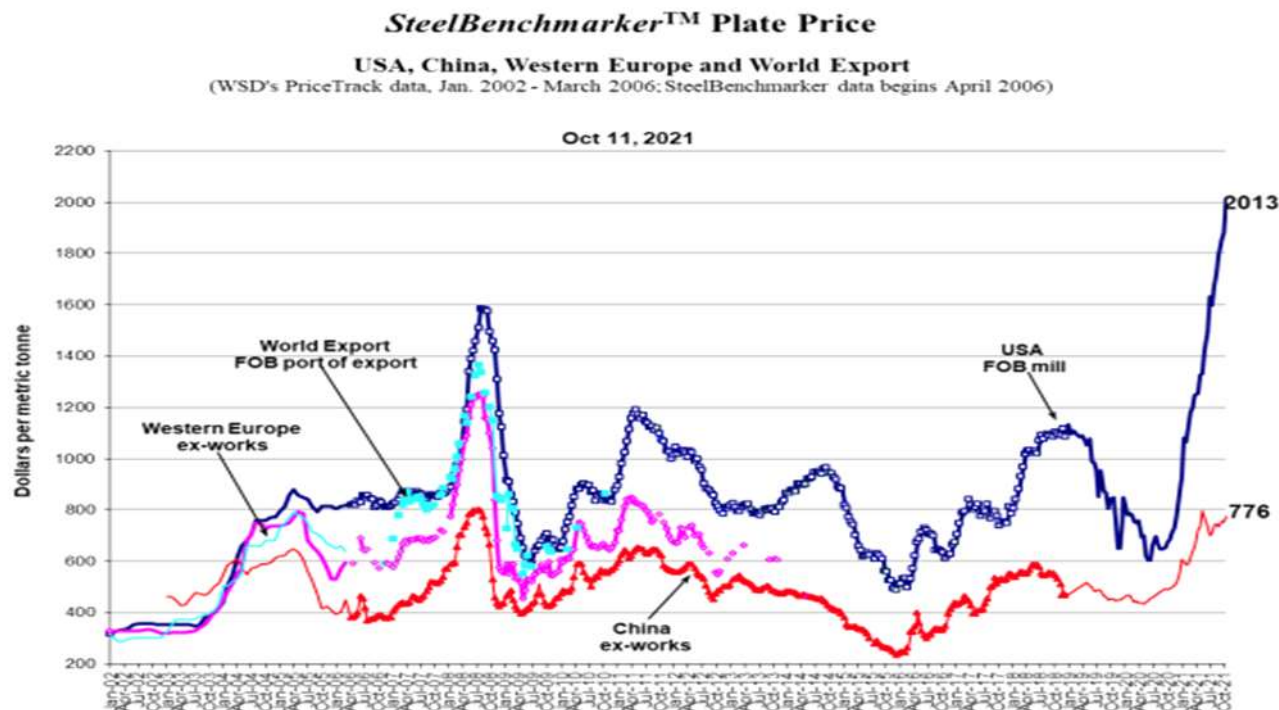
- 1) Approved an allocation of \$5,000,000 from the Section 190 Grade Separation Program from the California Public Utilities Commission (CPUC) based upon the City's March 2021 application for the program and consistent with City Resolution Number 2021-013 adopted March 17, 2021. Although the City requested \$10,000,000, CPUC awarded the City \$5,000,000 for the construction of the Project. The draft agreement the City must execute with the State of California is included as Exhibit 4.
- 2) Execution of an Overpass Agreement between the City and BNSF consistent with the Council Direction from the May 19, 2021 City Council Meeting (See Exhibit 6). Said execution occurred on June 24, 2021. This agreement dictates the estimated costs to be paid by the City for traffic control, closures, real property interests, and administrative efforts BNSF will undertake during the construction of this project. Additionally, this agreement provides BNSF's requirements to reimburse the City for a portion of the estimated cost of a theoretical structure and approaches described in 23 CFR 646.210(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or other highway. BNSF shall reimburse the City \$3,810,000 upon completion of construction of the Project.
- 3) CPUC General Order 88 Approval to construct an overhead crossing along the BNSF railroad on June 30, 2021.
- 4) Execution of a Cooperative Agreement between the City, WMWD, and WRCRWA consistent with the Council Direction from the July 7, 2021 City Council Meeting (See Exhibit 7).
- 5) Obtained design approvals from the County of Riverside in January 2021 and Caltrans and Riverside County Flood Control in August 2021.

- 6) Approval of all utility relocation plans and issuance of notices to all affected utility purveyors in June 2021. Early utility relocation efforts include the relocation of AT&T facilities that were complete in June 2021, Southern California Edison (SCE), and Southern California Gas Company (SoCal Gas) facilities anticipated to be complete in December 2021, and Riverside Public Utilities (RPU) facilities in February 2022.
- 7) Secured possession of all required private property interests necessary to construct the Project and receiving approval for Right-of-Way Certification from the California Department of Transportation (Caltrans).
- 8) CTC's approval at the October 13 and 14, 2021 Commission Meeting to allocate \$10,300,000 in TCEP funding and \$2,876,960 in Highway Railroad Crossing Safety Account (HRCSA) funding for construction of the Project.
- 9) Completion of the bid advertisement process for the construction of all improvements associated with the Project as of October 14, 2021.

The City identified an approximate deficit of up to \$14.9 million upon opening bids and recently concluding property owner negotiations for a few businesses/properties. Upon review of the construction bids, final engineer's estimate of probable costs for construction, and previously estimated costs presented to City Council for the total Project costs, staff has evaluated each category and identified the following reasons in the overall difference between the July 2021 cost presented to City Council and the current Project estimate:

- 1) Staff/Consulting Services (design, acquisition, legal, and project management) - None.
- 2) Construction Management and Inspection Services - None.
- 3) Right-of-Way & Utilities Expenditures - RPU opened bids in late July 2021, and the lowest responsible, responsive bidder was higher than the engineers estimate provided by RPU prior to the execution of the Cooperative Agreement on January 11, 2021. Additionally, the City is close to reaching a settlement with a property and business impacted by the Project. Upon receiving the property owner/business financial information and completing appraisals, the estimated settlement will result in substantially higher costs than initial estimates. Initial estimates were derived using the Project acquisition team, its appraisal consultants, eminent domain counsel, and a consultant goodwill appraiser. Costs were derived per available comparable land information and the team's past experience with similar estimates. The City has either settled with surrounding businesses/property owners (six [6] businesses, four [4] property owners) or been in active negotiations with access to appropriate documentation such that unforeseen loss of business goodwill is not anticipated for the remainder of the project.
- 4) BNSF Railway Company Fees/Costs - None, Estimated fees are consistent with the Overpass Agreement included as Exhibit 6, and any overages will be the contractual responsibility of Walsh Construction Company II, LLC.

- 5) Demolition of Structures Located at 151 and 165 N. McKinley Street - The contractor J&G Industries was able to perform all demolition services for their original bid price of \$187,530, less than the projected estimate.
- 6) Construction - There is approximately \$5.77 million difference between the estimate provided in July 2021 based on the 95% engineer's estimate of probable costs and the lowest responsible/responsive bid, which represents approximately 11% above the engineer's estimate. Additionally, the \$4.88 million difference between the final engineer's estimate (\$56,020,000) provided on August 1, 2021, and the construction cost is approximately 9% off the engineer's estimate. As a direct result of COVID-19 and restrictions to employees in workplaces, there has been growing shortages in materials for steel, lumber, and concrete beginning in December 2020. Both the 95% and final engineer's estimate included extraordinarily conservative numbers based on available recent bids for similar projects in the area to account for the inflation discussed below. One primary challenge was there were no similar projects for signature steel bridges with an aggressive schedule within the greater Southern California area. Concrete, steel reinforcing for concrete, asphalt concrete, and lumber had comparable numbers to draw from in recently bid/constructed projects. Steel costs, in general, were prepared by the design consultant BCA, then reviewed by their independent checker David Evans & Associates, and the City's project management consultant Mark Thomas & Company as part of quality assurances. All steel unit prices appeared to be very conservative, but with a little basis of actual comparison for the area or for a project with an aggressive construction schedule, numbers were developed based on the overall team's past experience based on estimated projections in rising unit costs for rolled and plate steel members. Upon review of the final engineer's estimate versus the miscellaneous bids, the following was apparent:
- a. The two bid items involving the most steel members (Bid Item 237 - Sidewalk Overhang Supports and Bid Item 258 - Furnish Plate Steel Members) represented a delta of \$1.35 million (Bid Item 237) and \$5.91 million (Bid Item 258). All other items were within acceptable tolerances or could be explained when comparing other bids received and recent projects in the near area. The graph below illustrates the price differential for steel and the increase in costs since late 2020. The graph is derived from the October 11, 2021 weekly report provided by Steel Benchmarker, which tracks the United States and Foreign unit prices for rolled and plate member steel.



As shown above, since August of last year, steel has more than tripled in price and continues to show unforeseen increases in pricing. The closest steel rose in a similar manner was during 2008; however, the length of the steel price inflated peaked within less than a year. Currently, prices have continued to escalate over the last sixteen months. The City and its consultants provided an estimate to the best of the available information; however, without baselines for signature bridges within the general Southern California area, there was a significant challenge to provide an accurate estimate given the recent escalation and the challenges in the availability in steel.

- b. The SB 132 funds required an aggressive deadline. To ensure the City could meet the schedule to encumber and liquidate the entire \$84.45 million of SB 132 funds prior to the March 2023 invoice deadlines, the City opted to layer sets of liquidated damages for delays in the preparation of steel drawings/ordering of steel and overall delivery of the project to ensure the SB 132 funds could be invoiced prior to the funding deadline. Combined with the unavailability of steel currently, much of the differences discussed in item a. above are associated with risks the contractor will incur to deliver the project within the required schedule.

- 7) Construction Contingency - To account for unforeseen conditions, the City is including a 10% contingency to the construction costs.

The City approached RCTC to provide additional funds to cover the projected deficit. RCTC has agreed to provide up to \$9,889,692 in Measure A Regional Arterial (MARA) funds for construction and right-of-way acquisition pending the approval of the Board of Commissioners at the November 10, 2021 Commission meeting. The use of RCTC funding is contingent upon the following conditions:

- 1) Other Project related funding sources shall be used prior to the use of MARA.
- 2) MARA funds shall only be utilized for construction-related and right-of-way acquisition costs for the Project.

A draft Funding Agreement between RCTC and the City has been included as Exhibit 2.

Per the November 3, 2021 City Council meeting, the approved budgetary appropriations of \$5 million from the current unobligated City Developer Impact Fee (DIF), Roadway Maintenance and Roadway Accountability (RMRA), and additional Local Riverside County Measure A Gas Tax funding sources is necessary to account for the remaining Project deficit.

ANALYSIS:

Award of Construction Contract

As authorized by Public Contract Code, the City commenced advertisement for RFQ 21-053CA to pre-qualify contracting firms, their project managers, and their steel erection subcontractors, as well as their material supplier for steel fabrication that were interested in submitting bids for the Project in February 2021. The City received pre-qualification packages from twelve (12) prospective contractors. The City developed a panel of City, BBK, and Mark Thomas personnel to review packages and conduct interviews from references listed in each package for the contractor, project managers, and contractor team. This process was completed at the end of April 2021 and presented to City Council on May 19, 2021, and approved.

Notice Inviting Bids (NIB) 22-020CA was advertised pursuant to Public Contract Code bidding procedures and the Corona Municipal Code (CMC) section [3.08.050](#) public projects standard bidding procedure requirements on August 12, 2021, and posted to the PlanetBids bidding platform. The City would only consider bids from bidders who were approved as part of the pre-qualification process. A total of 103 contractors were notified by PlanetBids of the bid opportunity along with the 12 potential prime contractors who were approved as part of the pre-qualified list. Additionally, a total of 8 plan rooms and 136 suppliers/subcontractors downloaded the Bid and Contract Documents. The City conducted a mandatory job walk on August 18, 2021, with all 12 prequalified prime contractors in attendance. The bid close date was October 14, 2021. Five (5) bids were received by the October 14, 2021, bid due date and time.

The following table illustrates the results of the submitted bids:

<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
Walsh Construction Company II, LLC	Corona, CA	\$60,899,929
Steve P. Rados, Inc.	Santa Ana, CA	\$63,673,834
Guy F Atkinson, LLC	Irvine, CA	\$65,171,743
American Bridge Company, Inc.	Concord, CA	\$75,659,637
Shimmick Construction Company, Inc.	Irvine, CA	Non-Responsive

Purchasing staff reviewed the bid submitted by Walsh Construction Company II, LLC, and determined

the following minor irregularities:

- 1) Walsh Construction Company's bid included work from dba Legacy Foundations to perform pile construction work for the bridge. Upon investigation into the company's ownership, it was determined that dba Legacy Foundations is owned by Shimmick Construction Company, Inc. Instructions to Bidders Section 18 from the bid documents is copied below:

Section 18. Disqualification of Bidders; Interest in More Than One Bid:

"No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit a sub-proposal to a bidder, except for quoting prices of materials to a bidder, when also submitting a prime bid on the same Project."

The Purchasing Division contacted the City Attorney's office to investigate whether Walsh Construction Company II, LLC's bid should be disqualified. Below is a summary of their findings:

- a. Whether Shimmick is ineligible to perform the work does not render Walsh Construction Company II, LLC's bid non-responsive or automatically non-responsive. Although there is no case directly on point, the situation is analogous to a subcontractor who would be disqualified from performing the work because of its lack of a license. The purpose of such a provision requiring the prime contractor to secure the necessary licenses, whether it does so itself or by retaining a licensed subcontractor, is to place the obligation on the prime contractor. (D.H. Williams Construction, Inc. v. Clovis Unified School Dist. (2007) 146 Cal.App.4th 757, 770). A requirement that a subcontractor not be disqualified by its conduct requires the prime contractor to either self-perform or secure later a compliant subcontractor that is not disqualified, just as D.H. Williams Construction, Inc. required the prime contractor to remedy the deficiency post-award but did not render the bid non-responsive.
- b. Walsh Construction Company II, LLC remedied this through the following actions:
 - i. Provided the City a letter and email from the ownership from dba Legacy Foundations indicating their voluntary withdrawal of bids.
 - ii. Provided the City a substitution request to replace dba Legacy Foundations with a valid subcontractor under the requirements of Section 4107 Subletting and Subcontracting of the Public Contract Code.
 - iii. Maintained the bid price and their individual bid item costs and scope consistent with the bid/contract documents submitted by Walsh per NIB 22-020CA on the October 14, 2021, bid due date.
- c. Shimmick Construction Company, Inc. was disqualified from bidding due to the requirements of Section 18 of the bid documents as they submitted both a prime bid and subcontractor bid to another prime through dba Legacy Foundations. They were

formally notified on November 9, 2021, by the Purchasing Division and is, therefore, considered nonresponsive.

- 2) Walsh Construction Company II, LLC was required to resubmit the Designation of Subcontractor forms for one other subcontractor (Cell-Crete, Inc.) per the requirements of PCC Section 4104 due to inadvertent listings of the Department of Industrial Relations (DIR) and California State Licensing Board (CSLB) listings. They erroneously included DIR and CSLB listings for another firm; however, this has been corrected with a new submittal of the Designation of Subcontractor form with the correct DIR and CSLB information for the subcontractor.
- 3) Walsh Construction Company II, LLC did not designate steel erection subcontractors with their bid submission in conformance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 of the California Public Contract Code) Section 4106. Additionally, it did not list the company that would fabricate and supply steel. On October 29, 2021, Steve P. Rados, Inc., the 2nd lowest bidder, contacted the City Purchasing Staff to note this and request the City consider this in the determination of responsiveness. City staff conducted a review and requests that the City Council determine the bid is responsive due to the following findings:
 - a. Steel Fabrication - Per the bid documents, the contractor may elect to either:
 - i. Prepare shop drawings, manufacture the steel components in a mill, then fabricate the bridge on-site, move using self-propelled modular transport systems, and erect the bridge.
 - ii. Prepare shop drawings, manufacture the steel components in a mill, and fabricate/erect the bridge in place using specialized falsework.

Walsh Construction Company II, LLC had elected to perform fabrication efforts per item ii above with their bid submission, so all fabrication would occur off-site. They did not designate a subcontractor for this material as it's their position steel fabrication is considered a materials supplier where there is no legal requirement to designate with their bid submission. It provided a memorandum to the City illustrating quotes were received from their steel fabrication firm prior to the October 14, 2021 bid due date; its bid submission included the cost of the material reflected in the quote received from the fabrication firm that will provide the material on the Project, and that fabrication firm was prequalified as part of RFQ 21-053CA for the Project. City staff reviewed similar conditions with prefabricated components; determining steel fabrication should be considered a supplier based on the following:

- i. Steel components are commonly fabricated for project-specific needs, and these are routinely identified as materials suppliers. Notable examples include fabrication firms who prepare girders and specialty members for concrete bridges, cement mortar-lined steel pipe and fittings, and reinforced concrete boxes or pipe built off-site and delivered on-site. In all cases, these materials include shop drawings and specifications customized for the project, manufacturing or fabrication off-site, and delivery to the project site where the prime contractor erects and assembles the final product. These firms

preparing, assembling, fabricating, and delivering the materials are considered materials suppliers, and the firm performing the construction in the field would be considered a subcontractor or contractor.

- ii. No labor will be performed in the field by the steel fabrication firm; it's common practice for prime contractors to execute a purchase order for this material in lieu of a subcontractor agreement.

Therefore, staff has concluded that no designation of subcontractors was required for steel fabrication.

- b. Steel Erection - Walsh Construction Company II, LLC was prequalified for this Project as part of RFQ 21-053CA to self-perform steel erection. We have confirmed that Walsh will be self-performing this work. Therefore, no designation of subcontractors was required for steel erection.

Additionally, since less than 50% of the original contractors on the pre-qualified list submitted bids, the City interviewed the remaining seven bidders who did not submit a bid in response to NIB 22-020CA and were provided the following responses:

- 1) Vendor 1 - Vendor had limited resources (estimators) available at the time and chose to spend their time and effort on a larger bid, but they did not specify which project. They were interested in bidding the underground work as a sub and began working on it but could not complete it by the revised bid due date and time.
- 2) Vendor 2 - Vendor chose not to bid as the contractor had to assume too much risk with an aggressive schedule and the complexity of the steelwork. They committed significant manhours to preparing a bid for the project but chose not to submit.
- 3) Vendor 3 - Vendor chose not to bid as there was too much competition with 12 prequalified contractors. They only bid on projects that have a small pool of contractors, which they believe affords them a better chance of coming in low and winning the bid.
- 4) Vendor 4 - Vendor chose not to bid as it was too large of a bidder pool and had limited resources (estimators) to pursue. They chose to use their resources to pursue a grade separation in Los Angeles County, bidding concurrently with this Project. Additionally, they did not spend much time investigating the Project bid documents; however, they had heard concerns from other vendors regarding the risk placed on the contractor to deliver the Project.
- 5) Vendors 5 through 7 did not provide a response.

Although two vendors noted too much competition, when the City developed the prequalification process, there was significant concern about not having enough contractors to submit bids. Per the California Public Contract Code Section 20101, a prequalification process for construction must have a standardized process, uniform scoring system, and an appeals process. City staff contacted other public agencies with complex project and grade separation experience and industry groups specializing in steel components to establish the uniform grading scale and qualifications

requirements that would provide minimum qualifications to build this Project and would not be so prohibitive to yield a limited amount of contractors. The prequalification of twelve contractors was higher than anticipated; however, the California Public Contract Code does not allow for subjective analysis or establishing the top-ranked contractors. The City solely established prequalifications based on the uniform scoring system. Additionally, if the bidding pool was reduced, the number of bids received would likely have the same results of between 4 and 6 bids received.

Vendors also noted risk on the contractor, concern on time to complete the work, and steel availability. City staff spent numerous hours evaluating the optimum schedule with regards to the requirements to provide a final invoice to RCTC for work associated with State Senate Bill 132 in March 2023 and have the funds completely liquidated by June 30, 2023. Staff identified a total schedule of 520 working days would allow sufficient time to construct the project, accommodate steel materials shortages currently occurring, and liquidate the \$54.9 million of remaining funds for construction (approximately \$34.1 million), construction/program management, and staff (approximately \$7.4 million), and utilities/right-of-way (approximately \$13.4 million) miscellaneous expenditures by January 2023. Any additional time would significantly increase the risk of not meeting the SB 132 funding deadline requirements to liquidate all remaining funds for the Project.

Therefore, City staff recommends that the City Council award NIB 22-020CA for the construction of the McKinley Street Grade Separation Project to Walsh Construction Company II, LLC, the lowest responsive, responsible bidder, for the total not to exceed bid amount of \$60,899,929.

Funding Approvals and Appropriations:

The following should be considered with each of the appropriated funding sources and budgetary transfers:

- 1) MARA Funds - These funds shall be only used for construction-related and right-of-way acquisitions for the project. All other funding sources shall be utilized prior to the use of these funds. Refer to Exhibit 2 for additional information. The attached agreement in Exhibit 2 is draft only; upon approval from RCTC's commission, the final agreement will be presented to the City Attorney for review and approval.
- 2) HRCSA Funds - These funds shall be only used for the construction of the Project and shall be expended prior to October 14, 2024. Refer to Exhibit 3 for additional information. The attached agreement in Exhibit 3 is draft only; upon approval from the State of California, the final agreement will be presented to the City Attorney for review and approval.
- 3) CPUC Section 190 Grade Separation Program Funds - These funds shall be only used for the construction of the Project and shall be expended prior to December 1, 2024. Refer to Exhibit 4 for additional information. Although they can be used for other Project elements, they were committed as construction only matching funds as part of the TCEP funding. The attached agreement in exhibit 4 is draft only; upon approval from the State of California, the final agreement will be presented to the City Attorney for review and approval.
- 4) TCEP Funds - These funds shall only be used for the construction of the Project and shall be

expended within thirty-six (36) months from the requested allocation. All funds must be expended by October 13, 2024; however, extensions may be granted by the CTC as necessary. Refer to Exhibit 5 for additional information.

- 5) BNSF Contributions - There are no restrictions to these funds; however, they will not be available for the City's use until after the construction of the Project is complete. Refer to Exhibit 6 for additional information.
- 6) WMWD/WRCRWA Utility Relocation Reimbursement Funds - These funds shall only be applicable to the relocation or construction of any WMWD/WRCRWA facilities associated with the project. Although the Cooperative Agreement as attached as Exhibit 7 indicates only \$1,240,000 is available for the total construction costs, should additional funds be necessary, based on the actual construction costs, WMWD/WRCRWA will reimburse the City for said additional costs. The City will ensure the construction of these facilities will not occur until each utility owner's respective governing bodies approves an Amendment to the Utility Agreement to reimburse the City for said additional costs. Refer to Exhibit 7 for additional information.

The City has already applied for grants/funding programs specifically for the Project for items 1 through 4 above and are currently processing the agreements with the respective agencies. These funds would not be eligible for other uses or projects. Additionally, items 5 and 6 above are agreements tied explicitly to this Project, and although the BNSF contributions have no restrictions, these funds are necessary to complete the Project. Accepting, approving, and appropriating these funds will provide sufficient funding to complete the Project.

FINANCIAL IMPACT:

With the approvals/appropriations recommended herein and per the budgetary approvals/appropriations per the November 3, 2021, City Council meeting, available funding for this Project will be available as follows:

Project Funding	
Funding Source	Amount
State Senate Bill 132	\$84,450,000
Gas Tax	\$729,724
Transportation Development Act (TDA)	\$2,000,000
Transportation Uniform Mitigation Fees (TUMF)	\$1,626,084
Local Measure A	\$4,025,000
Trade Corridor Enhancement Program (TCEP)	\$10,300,000
Section 190 Grade Separation Program	\$5,000,000
BNSF Railroad Contributions	\$3,810,000
Western Municipal Water District Utility Contributions	\$1,240,000
Highway Railroad Safety Crossing Account (HRCSA)	\$2,876,960
City Development Impact Fees – Street/Signal	\$1,000,000
City Development Impact Fees – Drainage	\$1,000,000
Road Maintenance and Rehabilitation Account (RMRA)	\$500,000
RCTC – Measure A Regional Arterials	\$9,889,692
Total	\$128,447,460

The costs for this project are outlined as follows:

Project Expenditures	
Expenditure Source	Amount
Staff/Consulting Services (Design, Acquisition, Legal, and Project Management)	\$18,746,650
Construction Management Consulting Services	\$11,000,000
Right-of-Way & Utilities Expenditures	\$29,803,500
BNSF Railroad	\$1,718,858
Building Demolition	\$187,530
Construction	\$60,899,929
Construction Contingency (10%)	\$6,090,000
Total	\$128,446,500

Fund	07/01/21 Est. Fund Balance	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Fund Balance Impacts	06/30/22 Est. Fund Balance
Public Works Transportation Grants/Agreement Fund 243 [Note 1]	(\$72,530,892)	\$0	\$0	Appropriation (\$33,116,652) Revenue Increase \$33,116,652	(\$72,530,892)

Note 1: Negative ending balance due to revenue/reimbursement offset expected in out-years. Revenue recognized when expensed.

ENVIRONMENTAL ANALYSIS:

Per Public Resources Code Section 21080.13, all railroad grade separation projects which eliminates an existing at grade crossing is exempt from the laws for the California Environmental Quality Act (CEQA). As a grade separation project, this Project is statutorily exempt under the California Environmental Quality Act.

PREPARED BY: JOSHUA COSPER, P.E., P.L.S., CONSULTANT PROJECT MANAGER FOR THE MCKINLEY GRADE SEPARATION PROJECT

REVIEWED BY: SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

Attachments:

1. Exhibit 1 - Contract
2. Exhibit 2 - RCTC - Riverside County Measure A Regional Arterial Draft Funding Agreement
3. Exhibit 3 - State of California HRCSA Draft Agreement

4. Exhibit 4 - State of California CPUC Section 190 Draft Agreement
5. Exhibit 5 - CTC - TCEP Baseline Agreement
6. Exhibit 6 - Executed BNSF Overpass Agreement
7. Exhibit 7 - Executed WMWD/WRCRWA Cooperative Agreement

CONTRACT

THIS CONTRACT is made this 17th day of November, 2021, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and **Walsh Construction Company II, LLC** hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

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

McKinley Street Grade Separation Project - Project No. 2012-12, NIB No. 22-020CA

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

ARTICLE 2. TIME FOR COMPLETION. A Move-In Period of **60 Working Days** shall start on the date of issuance of the Notice to Proceed No. 1. This period shall be used by the Contractor to obtain acceptance from the City for all submittals or other supporting documentation associated with the Initial Project Submittals, Bridge Erection and Fabrication Submittals and Early Critical Path Submittals, obtain permits from all jurisdictional agencies, and procure the necessary material and equipment to complete the Work.

Upon the City's acceptance of the Initial Project Submittals, Bridge Erection and Fabrication Submittals and Early Critical Path Submittals and Contractor's securing of all permits necessary to complete the Work, the Contractor shall submit a written request to the City requesting authorization to commence Work. If acceptable to the City, the City will issue Notice to Proceed No. 2 that will authorize commencement of the Work. The Contractor shall complete all Work required by the Contract Documents within **460 Working Days** of issuance of the Notice to Proceed No. 2. 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 **Sixty Million Eight Hundred Ninety-nine Thousand Nine Hundred Twenty-nine Dollars (\$60,899,929.00)** Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES.

4.1 Substantial Completion:

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **Twelve Thousand Five Hundred Dollars (\$12,500.00)** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

Additionally, the Contractor understands and agrees that if it fails to complete the Work, or specified portions thereof, the City will sustain damages that are difficult to quantify and specify as of the date of execution of this Contract. The Contractor therefore agrees to pay the amounts specified below, not as a penalty but as liquidated damages to compensate the City for the damages it would sustain as a result of a delay in completion of each specified portion of the Work described in this Article 4. Each specified portion of the Work and the corresponding Liquidated Damages is specified below. Each type of Liquidated Damages will be assessed on a cumulative basis:

4.2 Move-In Period

The Contractor will pay the City the sum of **Twelve Thousand Five Hundred Dollars (\$12,500.00)** for each and every calendar day beyond the time prescribed in the Contract Documents for finishing the Work during the Move-In Period, as specified in Article 2, as Liquidated Damages and not as a penalty or forfeiture.

4.3 City Provided Properties

The City will provide the Contractor rights-of-way, easements, real property interests, or rights-of-entry, necessary to complete the Work. The Contractor must comply with City Provided Property Obligations that include all requirements and conditions to be performed by the Contractor, including but not limited to, night time work, facilities to protect in place or remove, advanced written notice and contact to property owners/representatives, equipment/personnel limitations, parking lot/landscape private property restoration conditions upon completion of work, and access limitations as negotiated between the City and private property owners associated with City Provided Property and included within the Contract Documents. All Work within City Provided Properties must be completed per the Contract Documents and accepted by the City within Temporary Construction Easement Occupancy Durations listed in the table below:

City Provided Property Number	Property Address / Assessors Parcel Number(s)	Temporary Construction Easement Occupancy Durations
MSGGS-01	172-420-001	2 Months (60 Calendar Days)
MSGGS-02	172-420-002 & 003	6 Months (180 Calendar Days)
MSGGS-03A	115-290-033	3 Months (90 Calendar Days)
MSGGS-03B	115-290-045	3 Months (90 Calendar Days)
MSGGS-04	115-290-034	6 Months (180 Calendar Days)
MSGGS-05	115-290-035	6 Months (180 Calendar Days)
MSGGS-07	115-300-026	1) 6 Months (180 Calendar Days) for TCE Area along McKinley Street 2) 3 Months (90 Calendar Days) for TCE Area along Estelle Street
MSGGS-10/11	115-300-050	1) 6 Months (180 Calendar Days) for TCE Area along McKinley Street 2) 3 Months (90 Calendar Days) for TCE Area along Estelle Street
MSGGS-13A	172-050-006	3 Months (90 Calendar Days)
MSGGS-13B-E	172-050-001, 002, 003, & 005	3 Months (90 Calendar Days)

¹ The Temporary Construction Easement Occupancy Durations commence on the intended use date provided in the Contractor's written notice of intended use that is approved by the City or the actual date of use, occupancy, or work, whichever occurs first.

The Contractor shall not use, occupy, or commence any working or non-working operations on City Provided Property until the Contractor has provided written notice to the City of the intent to use and received written approval from the City. Contractor's written notice of intended use shall be provided to the City by the Contractor a minimum of forty-five (45) working days in advance of the intended date of use, occupancy, or commencement of working or non-working operations.

The Contractor will pay the City the amount of **One Thousand Five Hundred Dollars (\$1,500)** for each City Provided Property for and every calendar day of delay beyond the above Temporary Construction Easement Occupancy Durations for finishing Work within the City Provided Properties, as Liquidated Damages and not as a penalty or forfeiture.

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

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

The 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 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. 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.

[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	WALSH CONSTRUCTION COMPANY II, LLC
By:	By:
_____ Savat Khamphou, P.E., P.L.S. Public Works Director/City Engineer	_____ Signature
	_____ Name
Reviewed By:	_____ Title
_____ Joshua Cosper, P.E., P.L.S. Consultant Project Manager	_____ License Number
Reviewed By:	
_____ Norman Bush Purchasing Manager	
Attest:	
_____ Sylvia Edwards, City Clerk City of Corona, California	

**AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS
WITH THE CITY OF CORONA**

1. Parties and Date.

1.1 This Agreement is executed and entered into this ____ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) and the CITY OF CORONA (“City”). RCTC and City are sometimes collectively referred to herein as the “Parties”.

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the “Plan”).

2.3 The Plan establishes funding for any improved Regional Arterial System to be funded by a mix of Measure A and Transportation Uniform Mitigation Fees (TUMF) revenues.

2.4 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.5 RCTC intends, by this Agreement, to distribute Measure A Regional Arterial (“MARA”) Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute MARA Funds to the City for the McKinley Street Grade Separation project (“the Work”). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. The Work shall be consistent with the following defined phases as follows:

- 1) R/W – Right of Way
- 2) CONS – Construction

The Work phases funded pursuant to this Agreement shall be consistent with the City's Request Letter submitted to the RCTC ("the Project"). The Project is more fully described in Exhibit "A" and depicted in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend MARA Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Nine Million Eight Hundred Ninety Thousand Dollars (\$9,890,000), to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute MARA Funds in excess of the maximum authorized in this section.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items: (1) City and/or consultant costs associated with direct Work coordination and support; (2) right of way costs; (3) construction costs, including change orders to construction contract approved by the City; and (4) construction management, field inspection and material testing costs.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees attributed to the processing of the Work; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional MARA Funds. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the MARA Funds shall be reduced dollar for dollar proportional to the savings on the Work. The City shall inform RCTC of any cost savings.

3.2.5 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by MARA Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with MARA Funds except as needed for staged construction of the Work.

3.3 City's Funding Obligation to Complete the Work. In the event that the MARA Funds allocated to the Work represent less than the total cost of the Work, the City shall be responsible for identifying such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay MARA Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any MARA Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 City's Local Match Contribution. The City shall utilize the Eighty-Nine Million Five Hundred Sixty Thousand Two Hundred Seventy Dollars (\$89,560,270) of identified right of way and construction phase funding toward the Work, as shown in Exhibit "A". These other funds shall be drawn down in full before MARA Funds are invoiced.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": (i) all aspects of bidding, awarding, and administration of the contracts for the Work; (ii) all construction management of any construction activities undertaken in connection with the Work, including survey and material testing; and (iii) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including MARA Funds.

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.2.3; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, including full repayment of MARA Funds to RCTC as provided herein. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates Savat Khamphou, Public Works Director, or his designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC. The City will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

3.14 Procedures for Distribution of MARA Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, and after all other construction fund sources have been expended, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum MARA

Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") but the necessity of compliance with CEQA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.21 Attorneys' Fees. If either party commences an action against the other party 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 attorneys' fees and costs of suit.

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

3.23 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY OF CORONA
400 S. Vicentia Avenue
Corona, CA 92882

RCTC
Riverside County Transportation Commission
4080 Lemon, 3rd Floor
Mailing address: P.O. Box 12008
Riverside, CA 92501

ATTN: Public Works Director

ATTN: Executive Director

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, 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.

3.25 Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at

any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.29 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.30 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

3.31 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.32 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.34 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on following page]

SIGNATURE PAGE
TO
AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Anne Mayer,
Executive Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

CITY OF CORONA

By: _____
Savat Khamphou,
Public Works Director

ATTEST:

By: _____
(Name), City Clerk

APPROVED AS TO FORM:

By: _____
(Name, Title)

EXHIBIT “A”

SCOPE OF WORK, FUNDING AND TIMETABLE

SCOPE OF WORK: The McKinley Street Grade Separation Project will build a four-lane bridge to elevate McKinley Street over the BNSF Railway railroad tracks and Arlington Channel.

The portions of the Project to be funded under this Agreement are the right of way and construction phases for the Project.

FUNDING:

FUND SOURCE	RIGHT OF WAY	CONSTRUCTION	TOTAL
MARA	\$2,400,000	\$7,490,000	\$9,890,000
Local Measure A		2,000,000*	2,000,000
SB 132	25,000,000	36,334,270	61,334,270
TCEP		10,300,000	10,300,000
CPUC Section 190		5,000,000	5,000,000
WMWD Reimbursement		1,240,000	1,240,000
HRCSA		2,876,000	2,876,000
City DIF Streets/Signals		1,000,000	1,000,000
City DIF Drainage		1,000,000	1,000,000
RMRA		500,000	500,000
Gas Tax		500,000*	500,000
BNSF		3,810,000*	3,810,000
TOTAL	\$27,400,000	\$72,050,270	\$99,450,270

*Some or all of these funds are anticipated for expenditure on construction management, program management, and/or legal services beyond the SB 132 statutory expenditure deadline of June 30, 2023.

TIMETABLE:

PHASE	START DATE	END DATE	COMMENTS
Right of Way	01/31/2019	06/01/2024	All possession has been secured and certification per Caltrans Standards achieved 09/01/2021; however, parcels may not achieve settlements or final orders of condemnation until 06/01/2024
Construction	12/06/2021	01/08/2024	520 Working Days

Exhibit A

EXHIBIT “B”

PROJECT LOCATION MAP

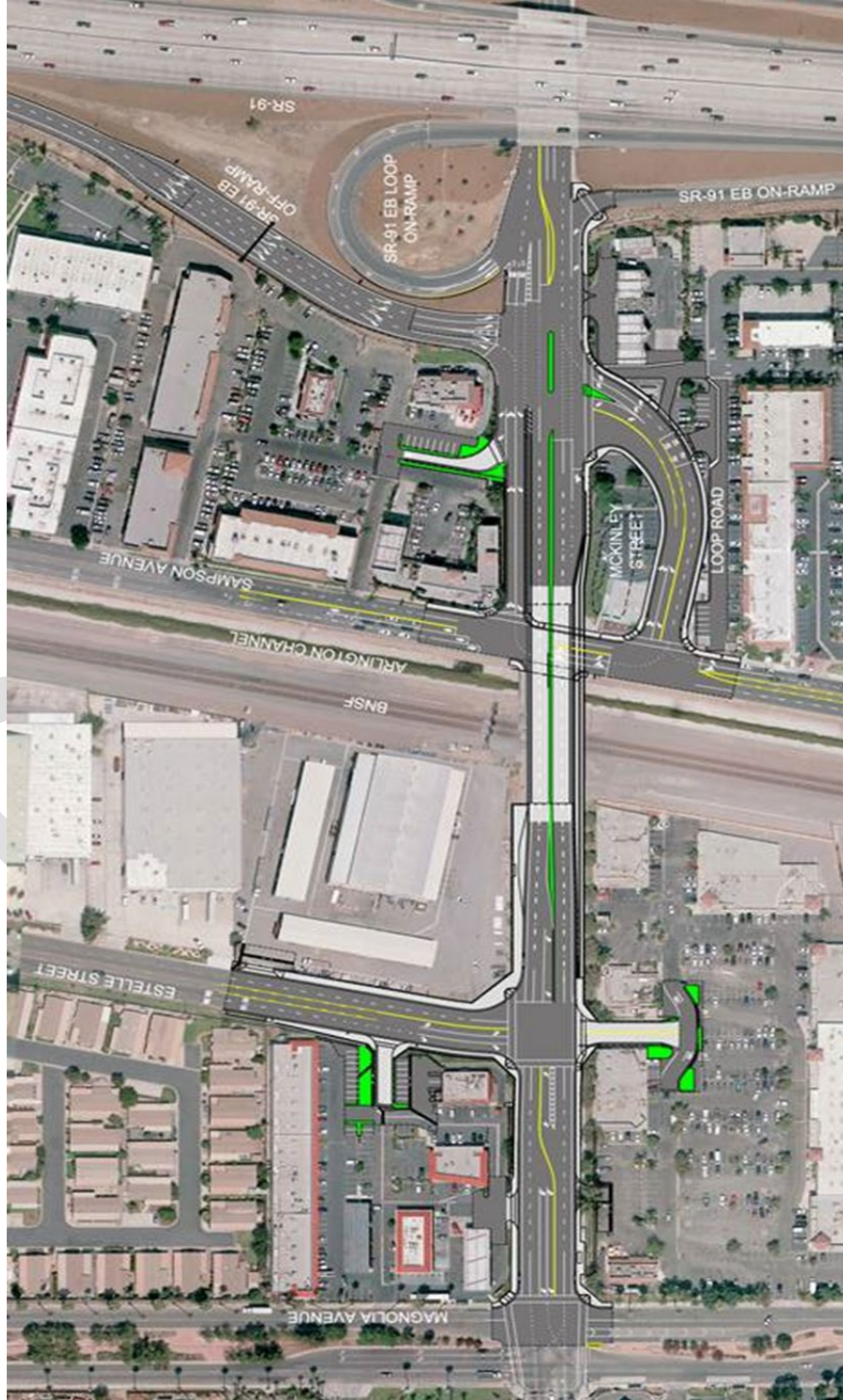


Exhibit B

EXHIBIT “C”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit “C-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.
2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC’s Executive Director with a copy to RCTC’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “C-2”.
3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample progress report is attached as Exhibits “C-4”. All documentation from the City’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “C-3”.
4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit “C” and its attachments.
5. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

7. RCTC will pay the City within 30 days after receipt by the Commission of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on the Work; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

DRAFT

EXHIBIT “C-1”
ELEMENTS OF COMPENSATION

For the satisfactory performance and completion of the Work under this Agreement, City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of City’s Engineer (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Work will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Work under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs

The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 **FIXED FEE.**

- 1.2.1 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the City. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.
- 1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 **ADDITIONAL DIRECT COSTS.**

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<u>[<i>insert charges</i>]</u>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to City's office must have City's prior written approval to be reimbursed under this Agreement.

Exhibit "C-1"

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
-----------------------------------	------------------------------

[sample]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

3. INVOICING.

- 3.1 Each month the Consultant shall submit an invoice for Work performed during the preceding month. The original invoice shall be submitted to City's Engineer with two (2) copies to City's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Work, shall be listed separately. The charges for

Exhibit "C-1"

each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1 City shall pay the Consultant within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

EXHIBIT "C-2"
Sample Cover Letter to RCTC

Date

Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the City of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____ Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT "C-3"

Sample Letter from Contractor to City/County

Month/Date/Year

Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount: \$000,000.00

Authorized Extra Work (if Applicable) \$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT: \$000,000.00

Total Invoice to Date: \$000,000.00

Total Previously Billed: \$000,000.00

Balance Remaining: \$000,000.00

Amount Due this Invoice: \$000,000.00

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____

Name

Title

Exhibit "C-3"

EXHIBIT C-4
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

HIGHWAY RAILROAD CROSSING SAFETY ACCOUNT (HRCSA) AGREEMENT
City of Corona – McKinley Street Grade Separation Project
Agreement No. 75GS0040
Page 1 of 8

STATUTES 2020	CHAPTER 6	FISCAL YEAR 2020-21	APPR UNIT 20104	FUND 6063	SUBFUND 047	TASK/SUBTASK 2620 / 0420
S-DIST UNIT 75-3811	C-DIST UNIT 75-3811	EXP AUTH H040BA	PROGRAM CODE 20.30.010.400	FUND SOURCE HRCSA-1B		AMOUNT \$2,876,960
ITEM 2660-104-6063		PROJ NUMBER (City Code-XXX)		OBJECT 7049	PROJ ID 0021000795	ENCUMBRANC/CT NO. 75GS0040
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance. FUNDS CERTIFIED BY:						DATE

AGREEMENT

THIS AGREEMENT made and entered into this **1st day of December, 2021**, by and between the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as **“State”**, and **The City of Corona** a political subdivision of the State of California, which includes Cities, Counties, and other Local Agencies, hereinafter referred to as **“Public Agency”**.

WITNESSETH

WHEREAS, pursuant to the provisions of Sections 8879.23(j) and 8879.63 of the California Government Code, the California Transportation Commission (CTC), by Resolution No. 07-06-030, issued on April 9, 2007, established Highway-Railroad Crossing Safety Account (HRCSA) Guidelines; and

WHEREAS, the CTC initiated a process to select projects and the **McKinley Street Grade Separation Project**, at **between McKinley Street and Sampson Avenue, in the City of Corona** hereinafter **“Project”** was selected for funding. **The City of Corona** hereinafter **“Public Agency”**; and

WHEREAS, **“Public Agency”** has certified and reaffirms herein to **“State”** that sufficient **“Public Agency”** funds are available to construct the **“Project”**, and that all other matters, including regulatory approval and environmental clearance, prerequisite to awarding a construction contract within a period of six months after the allocation have been or will be met of within that time; and

WHEREAS, the CTC, by Resolution No. **GS1B-A-2122-01**, has established a list of eligible projects and authorized the appropriation of funds from the Highway Railroad Crossing Safety Account and which satisfy the applicable CTC Guidelines; and

WHEREAS, an agreement is to be entered into between **“Public Agency”** and **“State”** to provide reimbursement to **“Public Agency”** in a sum not to exceed the CTC allocation of **\$2,876,960** (Resolution #**GS1B-A-2122-01**) dated October 14, 2021 from the HRCSA fund; and

WHEREAS, reimbursement is provided subject to the **“Public Agency”** establishing to the satisfaction of **“State”** that all sums expended by **“Public Agency”** for **“Project”** are reasonable and a necessary part of the **“Project”** as defined by the Commission Guidelines and Baseline Agreement;

NOW THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto, as hereinafter set forth, State and Public Agency agrees as follows:

1. **Public Agency** hereby reaffirms its prior certification that it has sufficient **Public Agency** funds to construct the **Project**.
2. **Public Agency** agrees to comply with all HRCSA guidelines as if set forth fully herein and in the **Baseline Agreement**.
3. The **Project** scope, a description of anticipated benefits, and delivery schedule are attached.
4. The **Project** budget and funding plan are attached.
5. **Public Agency** will undertake **Project** using its own documented management, project delivery procedures and practices.
6. The costs attributable to **Project** are limited to the following:

The funds will be limited to the costs of construction work. The HRCSA funds will be limited to the costs of construction work. Project development and right-of-way costs should be covered with other non-state funds, which may be counted as a project match. Please refer to:
<http://www.bondaccountability.dot.ca.gov/bondacc/documents/HRCSAProgramGuidelines.pdf>

Public Agency agrees that the 48 CFR, Chapter 1 Part 31 et seq., Contract Cost Principles and Procedures, Federal Acquisition Regulations System, shall be used to determine the allowable individual items of indirect cost. **Public Agency** agrees to comply with the applicable Federal procedures in accordance with Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments and CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.
7. **Public Agency** agrees to submit quarterly reports on the activities and progress made toward implementation of the **Project**, including **Project** development prior to receipt of a HRCSA allocation, to the California Transportation Commission and to the California Department of Transportation.
8. As promptly as possible, and in any event within six months after the HRCSA allocation, **Public Agency** shall award a contract for construction of **Project** pursuant to the laws governing the **Public Agency** in the advertising and award of public construction contracts, and in conformance with plans and specifications prepared by or on behalf of **Public Agency**. Construction shall be under the control of **Public Agency**.
9. As the work progresses, and upon receipt of a valid invoice, not more frequently than once per month, the **State** will promptly reimburse **Public Agency** 5% of the total invoice, an amount equal to the proportion of matching funds to bond funds identified in the baseline agreement or at the time of allocation, up to the total amount allocated for **Project**. The CTC adoption of guidelines states that HRCSA project funding will usually be limited to

the costs of construction. Public Agency shall submit invoices in accordance with Chapter 5 of the Department of Transportation's Local Assistance Procedures Manual. The final invoice shall include a detailed statement of the direct cost of the Project.

10. Within six (6) months after the **Project** becoming operable, the **Public Agency**, will provide a final delivery/close out report to program manager. Final reports will be posted on the bond accountability web site and made available to the California Transportation Commission and the **State**. The report shall include a comparison between the **Project** application and the final **Project** detailing differences in the scope of the completed **Project**, its final costs compared to the approved **Project** budget, actual construction schedule compared to the initial **Project** schedule, and performance compared to anticipated benefits.
11. **Public Agency** will also provide a "Final Bill" to supplement the final delivery report at the completion of the **Project**. The **Final Bill** is to reflect final **Project** expenditures at the conclusion of all **Project** activities. The **Final Bill** will consist of a detailed statement of the cost of the **Project**, which will be furnished to the **State**. Upon approval of the **Final Bill**, **State** will pay **Public Agency** the balance not already reimbursed, if any, of **State's** share of said costs. If upon final accounting it develops that **State** previously paid more than its share of said participating portion of **Project** cost, computed in said manner, **Public Agency** will refund to bond fund the difference between **State's** share of the participating portion of **Project** cost, and the amount paid by **State**.
12. **Public Agency** agrees that the **State**, the California Department of General Services, the California Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **Public Agency** agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is stipulated. **Public Agency** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the **State** to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
13. Delivery by STATE of all State funds encumbered to reimburse allowable PROJECT costs pursuant to this AGREEMENT is contingent upon prior budget action by the Legislature, fund allocation by the CTC or the United States Department of Transportation, sale of bonds and receipt of bond proceeds by the STATE and submittal by RECIPIENT and approval by STATE of all PROJECT documentation, including, without limitation, that required by Government Code Section 14085. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, RECIPIENT shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the PROGRAM SUPPLEMENT will be amended to reflect

the resultant necessary changes in PROJECT funding, scope, or scheduling. Any obligation by **State** for payment of moneys contained herein is subject to and contingent upon the **Public Agency** establishing to the satisfaction of **State** that all sums expended by **Public Agency** for **Project**, for which **Public Agency** requests partial reimbursement from **State**, are reasonable and are a necessary part of **Project**.

14. Payment of invoiced **State** funds to **Public Agency** for **State**'s share of the **Project**, must be made within three years after the date of project allocation (October 14, 2021), otherwise the un-disbursed balance shall revert to **State**.

All work/provisions/requirements under this agreement are to be completed by the expiration date of this agreement, unless an extension of time is approved by the State in writing. **This contract will expire on December 1, 2024.**

15. Any progress payments made by **State** pursuant to Section 9 herein are not an admission by **State** that such expenditures were reasonable and a necessary part of the **Project**, and if **State** finds later that such expenditures were not reasonable and a necessary part of the **Project**, **Public Agency** will reimburse **State** for such advance funds. Should **Public Agency** fail to refund any moneys due **State** as provided herein or should **Public Agency** breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by **State**, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the Parties, **State**, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amounts paid by or owed to **State** for each PROJECT, from future apportionments or any other funds due **Public Agency**.
16. Three (3) copies of each invoice shall be submitted to the **State**. Include one (1) set of supporting documentation and two (2) additional copies of the invoice summary.
17. All invoices and all written correspondence from **Public Agency** to **State** will reference this Agreement Number HRCSA 75GS0040.

California Department of Transportation
Division of Rail
P.O. Box 942874-MS 74
Sacramento, CA 94274-001
Attn: Highway Railroad Crossing Safety Account

19. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
20. ASSIGNMENT: This Agreement is not assignable in whole or in part, without the consent of the **State** in the form of a formal written amendment.

21. **INDEMNIFICATION**: **Public Agency** agrees to indemnify, defend and save harmless the **State**, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
22. **DISPUTES**: **Public Agency** shall continue with its responsibilities under this Agreement during any dispute.
23. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
24. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
25. **RESOLUTION**: A County, City, District, or other local public body must provide the **“State”** with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, and authorizing execution of the agreement.
26. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the **Public Agency** shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
27. **DISPUTES**:
- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the contractor. The decision of the Contract Officer, issued in writing, shall be the final decision of the Department.
 - B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the **Public Agency** from full and timely performance in accordance with the terms of the Agreement.
 - C. The final decision by the Department's Contract Officer does not preclude subsequent litigation of the dispute in a court of competent jurisdiction.
28. **TERMINATION**:

A. The Department of Transportation reserves the right to terminate this Agreement upon written notice to **Public Agency** in the event **Public Agency** violates the conditions of the Agreement.

B. No such termination shall become effective if, within thirty (30) days after receipt of Notice of Termination, **Public Agency** either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, **Public Agency** proceeds thereafter to complete the cure in a manner and time line acceptable to the **State**. Any such termination shall be accomplished by delivery to **Public Agency** of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this Agreement is terminated and date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, **Public Agency** and the **State** shall meet to attempt to resolve any dispute.

C. In the event the **State** terminates the Agreement for cause, **Public Agency** shall be reimbursed its authorized costs up to the **State's** proportionate and maximum share of allowable Project costs incurred to the date of **Public Agency's receipt** of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by **Public Agency** to effect such termination following receipt of that termination notice.

29. **LAWS TO BE OBSERVED:** The **Public Agency** shall keep fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. **Public Agency** shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The **Public Agency** shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the **Public Agency** shall immediately report the same to the contract manager in writing.

30. SPECIFIC STATUTORY REFERENCE: Any reference to certain statutes in this Agreement shall not relieve the **Public Agency** from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished there under.
31. LIABILITY INSURANCE PROVISIONS:
- A. **Public Agency** is responsible for any deductible or self-insured retention contained within the insurance program.
 - B. The insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the **State**.
 - C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the **State** at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
 - D. In the event **Public Agency** fails to keep in effect at all times the specified insurance coverage, the **State** may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
 - E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the **State**.
 - F. The **State** will not be responsible for any premiums or assessments on the policy.
 - 1) Commercial General Liability
 - a) **Public Agency** shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.
 - b) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.
 - 2) Workers' Compensation/Employer's Liability

Public Agency shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** per incident shall be required.
32. LABOR CODE COMPLIANCE: PREVAILING WAGES: If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance **Public Agency** must conform to the provisions of Labor Code sections 1720 through 1815 and all applicable regulations and coverage determinations issued by the Director of Industrial Relations. **Public Agency** agrees to include

prevailing wage requirements in its contracts for public work. Work performed by **Public Agency**'s own forces is exempt from the Labor Code's prevailing wage requirements.

33. PREVAILING WAGE REQUIREMENTS IN SUBCONTRACTS: **Public Agency** shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in **Public Agency**'s contracts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
BY

W. Kyle Grading
Division Chief, Rail and Mass Transportation

CITY OF CORONA

BY

Savat Khamphou,
Public Works Director

Attest

190 - GRADE SEPARATION FUND

City of Corona
 McKinley Street Grade Separation Project
 Priority No.2,2020-21
 GS-6136
 Agreement No. 75GS6136

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.						
Andrew Daniels				Accounting Officer		2017-18 \$41,116 2018-19 \$4,958,884
Chapter	Statutes	Item	Fiscal Year	Program Code	Category	Fund Source
14	2017	2660.102.0042	2017-18	20.30.010.400	21800	SHA
29	2018	2660.102.0042	2018-19	20.30.010.400	21800	SHA

AGREEMENT

THIS AGREEMENT, made and entered into this **1st** day of **December 01, 2021**, or upon approval by and between the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "State", and the **City of Corona**, a political subdivision of the State of California, hereinafter referred to as "**City**", **whichever is later.**

WITNESSETH

WHEREAS, pursuant to the provisions of Section 2452 et seq of the Streets and Highways Code, the Public Utilities Commission of the State of California, by **Decision Establishing Priority List for 2020-2021 Fiscal Year as part of Investigation 19-06-013**, established a Priority List of Grade Separation Projects for the Fiscal Year of 2020-21; and

WHEREAS, said Priority List includes a project proposed by **City** to construct an **overpass** at the intersection of **McKinley Street and Sampson Avenue** to carry the roadway **over** the tracks of **BNSF Railway Company (BNSF)** hereinafter referred to as "Project", as shown on Exhibit "A" Site Map, attached hereto and application was made for an allocation of **\$5 million;**

WHEREAS, by decision No. **XREQ 2021060009**, dated **June 30, 2021**, the Public Utilities Commission authorized **City** to construct a crossing at separated grade identified as **PUC Crossing No. 002B-21.20**, DOT No. **026519P**, whereby **McKinley Street and Sampson Avenue**, will pass over the tracks of the **BNSF**, hereinafter referred to as "Railroad";

WHEREAS, on **June 24, 2021**, **City** and Railroad entered into an agreement for the construction and maintenance of said Project, and wherein Railroad has agreed to contribute a portion of the cost of Project as required by law;

WHEREAS, **City** has herein certified to State that sufficient **City** funds are available to finance its share of Project cost, and that all other matters prerequisite to awarding a construction contract within a period of two years after the allocation have been or will be awarded within that time;

WHEREAS, the California Transportation Commission, by Resolution No. M-136, has authorized the Department of Transportation to allocate funds from the Grade Separation Fund to local agencies in accordance with the applicable annual priority list as established by the Public Utilities Commission;

WHEREAS, an agreement is to be entered between **City** and State to provide reimbursement to **City** in a sum not to exceed **\$5,000,000**, provided, however, **City** establishes to the satisfaction of State that all sums expended by **City** for Project are reasonable and a necessary part of Project;

NOW THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto, as hereinafter set forth, State and **City** agree as follows:

1. **City** hereby certifies it has sufficient **City** funds available to finance its share of Project cost.
2. **City**, in cooperation with Railroad, will undertake Project, which consists of acquisition and clearing of necessary rights of way, preliminary and construction engineering, work by Railroad forces, and construction of Project.
3. The costs attributable to Project are limited to the following:
 - (a) Right of Way: The cost of right of way shall include condemnation attorney fees, escrow fee, other necessary acquisition costs, the actual payment to property owners for right of way obtained, the right of way agent's time plus

travel expenses not to exceed the amounts set forth in the Department's travel guidelines available at <https://accounting.onramp.dot.ca.gov/caltrans-travel-guide> and normal payroll additives, the cost of clearing the right of way including utility relocation to the extent required by law and all relocation assistance benefit payments for the participating parcel as required by law, less the value of excess land obtained in such transactions.

- (b) Engineering: The cost of engineering shall include the actual time of engineers and designers plus travel expense not to exceed the amounts set forth in the Department's travel guidelines available at <https://accounting.onramp.dot.ca.gov/caltrans-travel-guide> and normal payroll additives.
- (c) Construction: The cost of construction shall include the amounts actually paid to the contractor(s) and the amounts directly expended for field supervision and inspection, normal payroll additives, laboratory tests, and work by Railroad forces.
- (d) Direct incidental costs: Direct incidental costs shall be limited to the cost of advertising for bids.

All additives, overhead, or administrative costs other than those mentioned above are excluded from the determination of the cost of Project.

- 4. As promptly as possible, and in any event **not more than two years** after the allocation by the Director of Transportation, **City** shall award a contract for construction of Project pursuant to the laws governing **City** in the advertising and award of public construction contracts, and in conformance with plans and specifications prepared by or on behalf of **City** in accordance with the California Department of Transportation "Bridge Design Specifications for Overhead and Under Crossings Structures". Each plan sheet shall be signed and stamped by the responsible design engineer who shall be registered in the State California. Construction shall be under the control of **City**.
- 5. Within 60 days after award of contract by **City and/or Agencies** for construction of Project and upon being furnished with a copy of the executed contract and the plans and specifications, and an itemized statement from **City** showing expenditures actually and necessarily made by **City** prior to award of contract for engineering, right of way and utility relocation directly connected with Project, State will

- reimburse **City** for up to **\$5,000,000**, or a portion of said expenditures by the ratio of State's estimated share of the total Project cost to such Project cost, whichever is less.
6. Thereafter, as the work progresses, once funds have been made available by the Legislature, and the California Transportation Commission, then been added to this Agreement by amendment, upon being furnished with copies of the contractor's progress estimates as certified by a Civil Engineer registered in the State of California on behalf of **City** that the costs are true and correct, or other proof satisfactory to State as to amounts actually paid the contractor and necessarily expended directly for field supervision and inspection as certified by a Civil Engineer registered in the State of California on behalf of **City**, State will reimburse **City** up to the total amount allocated for Project by the State for a portion of the amount of said payments to the contractor, and the amounts expended by **City** directly for field supervision and inspection, equal to the product obtained by multiplying said expenditures by the ratio of State's estimated share of the total Project cost to such total Project cost **or \$5,000,000** whichever is less.
7. Within 60 days after completion of the work and acceptance thereof by **City**, a detailed statement of the direct cost of Project will be prepared by **City** and furnished to State, whereupon a final accounting will be made based on the direct cost of the work to **City**, using the definition of cost herein provided in Section 3. State's share of said cost will be equal to 80 percent of the direct cost of State's participating portion of Project, up to a **total not to exceed \$5,000,000**. If upon final accounting it is determined that State paid more than its share of Project cost, computed in said manner, **City** will refund to State the difference between State's share of the participating portion of Project cost, and the amount paid by State.
8. All books, papers, records, and accounts of the parties hereto, and the contractors and subcontractors, insofar as they relate to the items of expenses for labor and material or are in any way connected with the work herein contemplated, shall at all reasonable times be open to inspection and audit by the agents and the authorized representatives of the parties hereto, and the records

relating thereto shall be retained by the parties and the contractors for a minimum of three years from the date that the final payment is made.

9. The portion of the total project which is the participating project for determination of State's share of the cost of Project is shown on Exhibit "B", attached hereto and made part hereof.
10. Any obligation by State for payment of moneys contained herein is subject to and contingent upon the **City** establishing to the satisfaction of State that all sums expended by **City** for Project, for which **City** requests partial reimbursement from State, are reasonable and are a necessary part of Project.
11. Disbursements of State funds to **City**, which are encumbered to pay for State's share of the participating portion of Project, must be made prior to December 1, 2024, otherwise the undisbursed balance shall revert to and become part of the fund from which the appropriation was made. If the **City** does not bill in a timely fashion, funds from a particular budget year may no longer be available in which case the State will not replace reverted funds from other sources of any kind.
12. Any progress payments made by State pursuant to Sections 6 and 7 herein are not an admission by State that such expenditures were reasonable and a necessary part of the project, and if State finds in final accounting that such expenditures were not reasonable and a necessary part of the project, **City** will reimburse State for such advance funds.
13. An original invoice, including supporting documentation and two (2) copies of each invoice summary shall be submitted to State. Invoices should be submitted in accordance with the Local Assistance Procedures Manual found at <http://dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
14. All invoices and all written correspondence from **City** to State shall reference this Agreement Number (Agreement No. **75GS6136**) and the name of the street crossing at separated grade (**McKinley Street/Sampson Avenue**).
15. All City invoices for payments are to be submitted to the following address:

California Department of Transportation
Division of Rail and Mass Transportation - MS 74
Railroad Crossing Safety Branch
P.O. Box 942874-MS 74
Sacramento, CA 94274-001
Attn: Carlos Ruiz

Attn: Grade Separation Fund

16. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. Any changes to the terms of this Agreement must be set forth in a formal Agreement amendment.

This Agreement will expire on **December 1, 2024**.

Attachments:

Exhibit A - Scope of Work and Site Map

Exhibit B - Project Budget

Exhibit C - Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
BY

W.Kyle Grading, Division Chief,
Division of Rail and Mass Transportation

CITY OF CORONA

BY:
Savat Khamphou
Public Works Director

Attest _____

APPROVED AS TO FORM

EXHIBIT A: Scope of Work and Site Map,
EXHIBIT B: Project Budget
EXHIBIT C: Schedule

EXHIBIT A: Scope of Work and Site Map: Construction of a 4-lane overhead grade separation at the BNSF crossing at McKinley Street just south of Sampson Avenue. Project limits extend from Magnolia Avenue to the South to the State Route 91 to the north covering approximately 2300 lineal feet including 0.75 miles of new sidewalk improvements and 0.5 miles of class II bicycle lanes. The new 290 foot plus long tied arch bridge crosses over the railroad tracks and the Arlington Channel and Sampson Avenue, both located within 100 feet north of the tracks. The project will add a new loop road across from the SR-91 westbound ramps to connect McKinley Street to Sampson Avenue. The project also modifies the eastbound off-ramp, eastbound loop on-ramp, and the eastbound slip on-ramp at the SR-91 freeway.



EXHIBIT B: Project Budget:

Environmental & Design: \$1,694,000
Engineering Design: \$9,194,000
Right of Way Support: \$678,000
Right of Way: \$25,000,000
Project/Construction Management: \$7,000,000
Construction: \$68,124,000
Railroad: \$770,000
Utility Relocations: \$2,090,000
Total: \$114,550,000

EXHIBIT C: Schedule:

End Preliminary Design: 2/2019
End Environmental: 3/2019
End PS&E: 3/2021
End R/W: 6/2021
Award Construction: 6/2021
Complete Construction: 6/2023

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT
McKinley Street Grade Separation

Resolution _____ TCEP-P-2021-07B
(will be completed by CTC)

1. FUNDING PROGRAM

- ☐ Active Transportation Program
- ☐ Local Partnership Program (Competitive)
- ☐ Solutions for Congested Corridors Program
- ☐ State Highway Operation and Protection Program
- ☒ Trade Corridor Enhancement Program

2. PARTIES AND DATE

- 2.1 This Project Baseline Agreement (Agreement) for the *McKinley Street Grade Separation*, effective on, June 23, 2021 (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, *City of Corona*, and the Implementing Agency, *City of Corona*, sometimes collectively referred to as the "Parties".

3. RECITAL

- 3.2 Whereas at its *Commission Programmed Project Date* meeting the Commission approved the Trade Corridor Enhancement Program, and included in this program of projects the *McKinley Street Grade Separation*, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A and the Project Report attached hereto as Exhibit B, as the baseline for project monitoring by the Commission.
- 3.3 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
- ☐ Resolution *Insert Number*, "Adoption of Program of Projects for the Active Transportation Program", dated _____
- ☐ Resolution *Insert Number*, "Adoption of Program of Projects for the Local Partnership Program", dated _____
- ☐ Resolution *Insert Number*, "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated _____
- ☐ Resolution *Insert Number*, "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated _____
- ☒ Resolution *G-20-77*, "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated December 3, 2020.

- 4.3 All signatories agree to adhere to the Commission's Trade Corridor Enhancement Program, Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 The City of Corona agrees to secure funds for any additional costs of the project.
- 4.6 The City of Corona agrees to report to Caltrans on a quarterly basis; after July 2019, reports will be on a semi-annual basis on the progress made toward the implementation of the project, including scope, cost, schedule, outcomes, and anticipated benefits.
- 4.7 Caltrans agrees to prepare program progress reports on a quarterly basis; after July 2019, reports will be on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 The City of Corona agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits during the course of the project, and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.10 The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for four years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

5.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

5.2 Project Scope

See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.

5.3 Other Project Specific Provisions and Conditions

Cost increases will be funded with local sources. State will not be able to fund any cost increases for this project.

Attachments:

Exhibit A: Project Programming Request Form

Exhibit B: Project Report

SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

McKinley Street Grade Separation

Resolution TCEP-P-2021-07B



Jacob Ellis, City Manager

2.23.2021
Date

City of Corona

Project Applicant

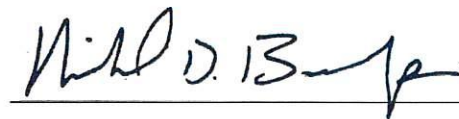


Jacob Ellis, City Manager

2.23.2021
Date

City of Corona

Implementing Agency




Will D. B...

03/01/2021
Date

District Director

California Department of Transportation



Toks Omishakin

05-04-21
Date

Director

California Department of Transportation



Mitchell Weiss

07/16/21
Date

Executive Director

California Transportation Commission

Amendment (Existing Project) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					Date	05/12/2021 15:30:05
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input type="checkbox"/> SCCP <input type="checkbox"/> TCEP <input type="checkbox"/> STIP <input type="checkbox"/> Other						
District	EA	Project ID	PPNO	Nominating Agency		
08	1J990	0818000153	1272	City of Corona		
County	Route	PM Back	PM Ahead	Co-Nominating Agency		
Riverside	91	9.200	9.200			
				MPO	Element	
				SCAG	Capital Outlay	
Project Manager/Contact			Phone	Email Address		
Savat Khamphou			951-279-3604	Savat.Khamphou@CoronaCA.gov		

Project Title

McKinley Street Grade Separation

Location (Project Limits), Description (Scope of Work)

In Riverside County in the City of Corona on McKinley St from SR-91 to Magnolia Ave. Construct a new four-lane overhead grade separation. The new roadway will include a raised median, sidewalks, and ADA-compliant curb ramps. The project will construct a one-way ramp connecting southbound McKinley St. to Sampson Ave. and a new two-way loop road connecting McKinley St to Sampson Ave. The SR-91 eastbound off-ramp will be realigned and widened and the SR-91 eastbound loop on-ramp and eastbound slip on-ramp will be reconstructed.

Component	Implementing Agency
PA&ED	City of Corona
PS&E	City of Corona
Right of Way	City of Corona
Construction	City of Corona

Legislative Districts

Assembly:	60	Senate:	31	Congressional:	42
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Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase	07/18/2018	07/18/2018
Circulate Draft Environmental Document Document Type CE	03/27/2019	03/27/2019
Draft Project Report	02/10/2019	02/10/2019
End Environmental Phase (PA&ED Milestone)	03/28/2019	03/28/2019
Begin Design (PS&E) Phase	07/18/2018	07/18/2018
End Design Phase (Ready to List for Advertisement Milestone)	01/13/2021	07/10/2021
Begin Right of Way Phase	01/31/2019	01/31/2019
End Right of Way Phase (Right of Way Certification Milestone)	05/12/2021	07/10/2021
Begin Construction Phase (Contract Award Milestone)	06/23/2021	09/01/2021
End Construction Phase (Construction Contract Acceptance Milestone)	06/30/2023	06/30/2023
Begin Closeout Phase	07/07/2023	07/07/2023
End Closeout Phase (Closeout Report)	09/04/2025	09/04/2025

Date 05/12/2021 15:30:05

Purpose and Need

McKinley Street is heavily traveled by trucks and commuter vehicles, and the at-grade crossing with the BNSF railroad tracks has significantly impacted traffic circulation in the area. Approximately 105 trains traverse this crossing daily, resulting in the crossing gates being down for over 170 minutes per day. Subsequent issues include the pollutants emitted by vehicles idling at the grade crossing during gate down time. Train frequency and length will only continue to grow. Future projections (Year 2035) project that train volumes will increase to approximately 91 freight trains and 42 passenger trains per day, increasing gate-down time to over 4 hours per day. These current and future delays will have significant impacts on what is already one of the busiest rail corridors in California. This creates a freight bottleneck impacting the movement of goods by both train and truck.

Safety is of paramount concern at the grade crossing. Eight accidents at this grade crossing have been recorded with the Federal Rail Administration since 2000, including four fatalities. A grade separation is needed to remove the hazardous grade crossing.

The goals of the project are to relieve the freight bottleneck by eliminating the at-grade crossing allowing for the enhanced flow of goods; enhance safety by separating vehicles, pedestrians, and cyclists from trains at the railroad crossing; reduce traffic congestion along a busy arterial and at access points to the State Highway System; reduce air and noise pollution; and provide unhindered access for emergency vehicles.

NHS Improvements	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Roadway Class	NA	Reversible Lane Analysis	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Inc. Sustainable Communities Strategy Goals	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Reduce Greenhouse Gas Emissions	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

Project Outputs			
Category	Outputs	Unit	Total
Bridge / Tunnel	At-grade crossings eliminated	SQFT	26,385
Active Transportation	Sidewalk miles	Miles	0.75
Rail/ Multi-Modal	Grade separations/ rail crossing improvemnets	EA	1
Operational Improvement	Intersection / Signal improvements	EA	5
Pavement (lane-miles)	Roadway lane miles	Miles	3.75

Date 05/12/2021 15:30:05

Additional Information

SCAG 2020 RTP/SCS Goals:

1. Encourage regional economic prosperity and global competitiveness
2. Improve mobility, accessibility, reliability, and travel safety for people and goods
3. Enhance the preservation, security, and resilience of the regional transportation system
4. Increase person and goods movement and travel choices within the transportation system
5. Reduce greenhouse gas emissions and improve air quality
6. Support healthy and equitable communities

Due to COVID 19 impacts, R/W and CON start dates have been delayed due to the Riverside County Court System unforeseen excessive court processing times. This caused a two (2) month delay in securing property rights for one (1) property impacted by the project. Currently the City has a possession hearing with the Court in May with no challenges to the City's right to take the interests from the property owner, which in turn guarantees the Riverside County Court System awarding the City the rights to take. Although Riverside County Court System will award possession in June, it will not be effective until early July. R/W Certification is anticipated to have Certification by July, 2021.

The City is requesting a 12 month extension for the TCEP funds as the May 2021 CTC meeting.

Project costs have increased due to the cost of steel and other goods.

Project funds are being moved from CON to R/W to address City share of utility relocations and structures demolition required for R/W Certification.

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	14,255	17,430	-3,175
	TCEP	Daily Truck Trips	# of Trips	2,295	2,295	0
	TCEP	Daily Truck Miles Traveled	Miles	1,028	1,028	0
Throughput	TCEP	Change in Truck Volume That Can Be Accommodated	# of Trucks	3,183,376	2,947,570	235,806
	TCEP	Change in Rail Volume That Can Be Accommodated	# of Trailers	0	0	0
			# of Containers	0	0	0
	TCEP	Change in Cargo Volume That Can Be Accommodated	# of Tons	0	0	0
			# of Containers	0	0	0
System Reliability	TCEP	Truck Travel Time Reliability Index	Index	0.86	0	0.86
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	14,255	17,430	-3,175
Velocity	TCEP	Travel Time or Total Cargo Transport Time	Hours	0	0	0
	Optional	Average Peak Period Weekday Speed for Road Facility	Miles per Hour	12.2	10.6	1.6
	Optional	Average Peak Period Weekday Speed for Rail Facility	Miles per Hour	60	43	17
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	1.6	1.75	-0.15
			PM 10 Tons	1.76	1.91	-0.15
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO ₂)	Tons	139,752	150,708	-10,956
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	129.1	129.6	-0.5
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SO _x)	Tons	1.38	1.48	-0.1
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	1,440	1,436	4
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NO _x)	Tons	167	174.8	-7.8
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	2	-2
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	8	12.6	-4.6
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	2.673	4.609	-1.936
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	10.4	22	-11.6
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	1.982	4.609	-2.627
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	675	0	675

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	2.25	0	2.25

District	County	Route	EA	Project ID	PPNO
08	Riverside	91	1J990	0818000153	1272
Project Title					
McKinley Street Grade Separation					

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)	1,694							1,694	City of Corona
PS&E	11,183							11,183	City of Corona
R/W SUP (CT)	1,221							1,221	City of Corona
CON SUP (CT)	7,000							7,000	City of Corona
R/W	25,000							25,000	City of Corona
CON	62,202							62,202	City of Corona
TOTAL	108,300							108,300	
Proposed Total Project Cost (\$1,000s)									Notes
E&P (PA&ED)	1,694							1,694	
PS&E	11,183							11,183	
R/W SUP (CT)									
CON SUP (CT)									
R/W	28,517							28,517	
CON	68,156	2,876						71,032	
TOTAL	109,550	2,876						112,426	

Fund #1:	Local Funds - Local Transportation Funds (Committed)								Program Code
	Existing Funding (\$1,000s)								20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Riverside County Transportation Com
PS&E	6,827							6,827	
R/W SUP (CT)	1,221							1,221	
CON SUP (CT)	7,000							7,000	
R/W	25,000							25,000	
CON	44,402							44,402	
TOTAL	84,450							84,450	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E	6,827							6,827	
R/W SUP (CT)									
CON SUP (CT)									
R/W	28,517							28,517	
CON	49,106							49,106	
TOTAL	84,450							84,450	

Fund #2:	Local Funds - City Funds (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)	64							64	
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	64							64	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)	64							64	
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	64							64	
Fund #3:	Local Funds - TDA (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									City of Corona
PS&E	2,000							2,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	2,000							2,000	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E	2,000							2,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	2,000							2,000	

Fund #4:	Local Funds - Local Transportation Funds (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)	1,630							1,630	Western Riverside Council of Govern
PS&E	1,356							1,356	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	2,986							2,986	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)	1,630							1,630	
PS&E	1,356							1,356	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	2,986							2,986	
Fund #5:	Local Funds - Local Transportation Funds (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Riverside County Transportation Com
PS&E	1,000							1,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	1,000							1,000	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E	1,000							1,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	1,000							1,000	

Fund #6:	Other State - SECTION 190 GRADE SEPARATION PROGRAM (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.207.811
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Caltrans HQ
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	5,000							5,000	
TOTAL	5,000							5,000	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	5,000							5,000	
TOTAL	5,000							5,000	
Fund #7:	Local Funds - Local Transportation Funds (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									City of Corona BNSF 10% funding requirement
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	2,500							2,500	
TOTAL	2,500							2,500	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									BNSF 10% Funding Reimbursement Requirement
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	3,750							3,750	
TOTAL	3,750							3,750	

Fund #8:	State SB1 TCEP - Trade Corridors Enhancement Account (Committed)								Program Code
Existing Funding (\$1,000s)									20.XX.723.200
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	10,300							10,300	
TOTAL	10,300							10,300	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	10,300							10,300	
TOTAL	10,300							10,300	
Fund #9:	State Bond - Highway-Railroad Crossing Safety Account (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commissio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		2,876						2,876	
TOTAL		2,876						2,876	

Complete this page for amendments only

Date 05/12/2021 15:30:05

District	County	Route	EA	Project ID	PPNO
08	Riverside	91	1J990	0818000153	1272

SECTION 1 - All Projects

Project Background

The Project will construct a new four-lane overhead grade separation over the BNSF railroad crossing along McKinley Street in the City of Corona, CA. The new roadway will include a raised median, sidewalks, and ADA-compliant curb ramps. The project will construct a one-way ramp connecting southbound McKinley St. to Sampson Ave. and a new two-way loop road connecting McKinley St to Sampson Ave. The SR-91 eastbound off-ramp will be realigned and widened and the SR-91 eastbound loop on-ramp and eastbound slip on-ramp will be reconstructed.

Currently, the City is nearing completion of final plans and specifications. Additionally, the City has secured approvals from Riverside County on improvements within the County's jurisdiction, and is expected to have approvals via General Order 88 approval/Construction and Maintenance Agreements from BNSF, and Caltrans PS&E Approvals, and Riverside County Flood Control permit approvals by mid May, 2021. The City has secured possession and/or acquired all rights of way interests for ten of the twelve private property interests. The City will secure possession with one more ownership by mid-April and will have all right of way interests acquired or possession secured for all private property interests by July 10, 2021. The City has approved utility relocation plans and executed as necessary agreements for all utilities.

The City will meet the following milestones:

1. Railroad Clearances – Execution of a Construction and Maintenance Agreement / General Order 88 Approvals – June 15, 2021.
2. Utility Clearances – April 15, 2021
3. Right of Way Certification – July 10, 2021
4. Construction Advertisement Commencement – July 10, 2021
5. Construction Contract Award – September 1, 2021
6. Trade Corridor Enhancement Program Funding Allocation – August, 2021 CTC Hearing

Programming Change Requested

The City is requesting to allocate funds at the August, 2021 CTC Hearing in lieu of the June, 2021 CTC Hearing. Our original request was for Fiscal Year 20/21, this change will result in the allocation request occurring Fiscal Year 21/22.

Reason for Proposed Change

As a result of COVID-19, the Riverside County Court System has had unforeseen excessive court processing times to schedule possession hearings causing approximately a two (2) month delay in securing property rights for one (1) property impacted by the project. Currently the City has a possession hearing with the Court in May with no challenges to the City's right to take the interests from the property owner, which in turn guarantees the Riverside County Court System awarding the City the rights to take. Although Riverside County Court System will award possession in May, it will not be effective until late June, 2021. This delay results in the City no longer achieving Right of Way Certification by the March 15th, 2021 deadline and is anticipated to have Certification by July, 2021.

If proposed change will delay one or more components, clearly explain 1) reason for the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded

There is no cost increase, only a time impact by approximately 2 months. No funding impacts will occur associated with the delay. The Project is fully funded included the TCEP and HRCSA Funds.

Other Significant Information

SECTION 2 - For SB1 Project Only

Project Amendment Request (Please follow the individual SB1 program guidelines for specific criteria)

1. Total Project Costs went from \$108,300,000 to \$112,426,000. The cost increase was due to increased construction costs, particularly the cost of steel and other goods.

2. The fund differential was made up from the new HRCSA available funds of \$2,876,000 (not included in the TCEP application) and an increase in BNSF contribution from the TCEP application now that we completed the hypothetical structure exercise. Railroad contribution went up to


\$3,750,000 from \$2,500,000.

3. \$2,090,000 in Utility Relocation Costs, the City's share for Water Line Relocations for Riverside Public Utilities, needed to be moved from the Construction Costs and applied to the R/W Costs. SB 132, non-TCEP funds, will cover this work. This work is required for R/W Certification and needs to be completed prior to requesting allocation of the TCEP CON funds.

4. \$206,000 for structure demolition for two buildings in conflict with the project costs need to be moved from CON to R/W. SB 132, non-TCEP funds, will cover this work. This work is required for R/W Certification and needs to be completed prior to requesting allocation of the TCEP CON funds.

Approvals

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.

Name (Print or Type)	Signature	Title	Date
Savat Khamphou		Acting Public Works Director/City Engineer	5/12/21

SECTION 3 - All Projects

Attachments

- 1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
- 2) Project Location Map



PUBLIC WORKS DEPARTMENT

(951) 736-2266
(951) 279-3627 (FAX)

400 SOUTH VICENTIA AVENUE, CORONA, CALIFORNIA 92882
CITY HALL - ON LINE ALL THE TIME (<http://www.coronaca.gov>)

May 12, 2021

California Transportation Commission
Attn: Mitch Weiss, Executive Director
1120 N Street, MS-52
P.O. Box 942873
Sacramento, CA 95814

**SUBJECT: 2020 Trade Corridor Enhancement Program
McKinley Grade Separation Project, City of Corona
Request for Extension to Allocate Funding – Attachment 1**

As the Implementing Agency for the McKinley Street Grade Separation Project in the City of Corona, please consider this letter the City's request for the California Transportation Commission to grant the City up to a twelve (12) month extension to allocate funding from the Trade Corridor Enhancement Program. As a result of COVID-19, the Riverside County Court System has had unforeseen excessive court processing times to schedule possession hearings causing approximately a two (2) month delay in securing property rights for one (1) property impacted by the project. Currently, the City has a possession hearing with the Court in May with no challenges to the City's right to take the interests from the property owner, which in turn guarantees the Riverside County Court System awarding the City the rights to take. Although Riverside County Court System will award possession in June, it will not be effective until early July 2021. Because of the delay, the City is unable to achieve Right of Way Certification by March 15th, 2021. The City currently anticipates achieving Right of Way Certification by July 2021. The City will meet the following milestones:

- 1) Railroad Clearances – Execution of a Construction and Maintenance Agreement / General Order 88 Approvals – June 15, 2021
- 2) Utility Clearances – April 15, 2021
- 3) Right of Way Certification – July 10, 2021
- 4) Construction Advertisement Commencement – July 10, 2021
- 5) Construction Contract Award – September 1, 2021
- 6) Trade Corridor Enhancement Program Funding Allocation – August 2021 CTC Hearing

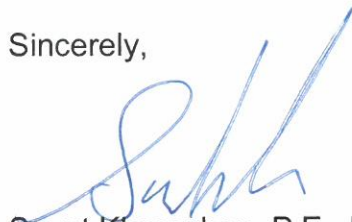
Additionally, between the August 3rd, 2020 Trade Corridor Enhancement Program Application submittal and the current Project Programming Request Amendment, construction materials costs, particularly steel, concrete, and other goods, have generally increased substantially throughout the industry due to lack of available materials. As a result, the total Project costs have increased from \$108,300,000 to \$112,426,000. The City has secured additional funds, including \$2,876,000 from the Highway Railroad Crossing Safety Account and \$1,250,000 in additional BNSF railroad contributions now that the hypothetical structure exercise has been completed, both of which will accommodate the cost increase. Neither of these additional funds were illustrated in the Trade Corridor Enhancement Program application.

Lastly, the following changes were included with the Project Programming Request Amendment:

- 1) The amount of \$2,090,000 in Utility Relocation Costs, the City's share for Water Line Relocations for Riverside Public Utilities, needed to be moved from the Construction Costs and applied to the Right of Way Costs. State Senate Bill 132 (non-Trade Corridor Enhancement Program funds) will cover this work. This work is required to complete the Right of Way Certification and needs to be completed prior to requesting allocation of the Trade Corridor Enhancement Program funds.
- 2) The amount of \$206,000 for demolition of two building structures in conflict with the Project need to be moved from Construction to Right of Way. State Senate Bill 132 (non-Trade Corridor Enhancement Program funds) will cover this work. This work is required to complete the Right of Way Certification and needs to be completed prior to requesting allocation of the Trade Corridor Enhancement Program funds.

Thank you in advance for your consideration.

Sincerely,



Savat Khamphou, P.E., P.L.S.
Acting Public Works Director
City of Corona

ATTACHMENT "2" - PROJECT LOCATION MAP

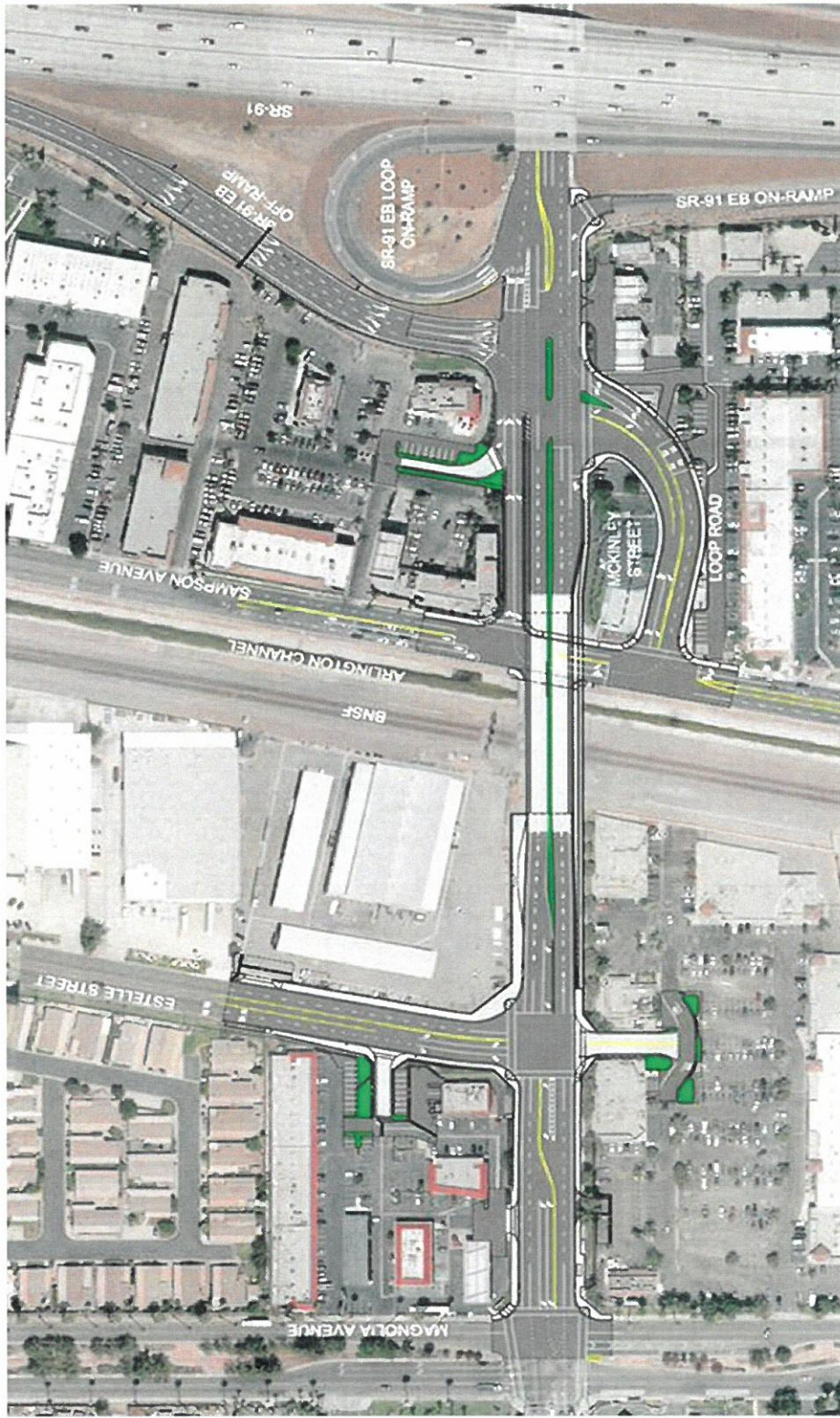


Exhibit B

Project Report Equivalent

Project Report Equivalent

FOR



February 23, 2021

Submitted by:



City of Corona
400 S. Vicentia Avenue
Corona, CA 92882

February 23, 2021

Caltrans
Office of Capital Improvement Programming
Division of Financial Programming


RE: Project Report Equivalent Document

The purpose of this document is to provide an equivalent to a Project Report for the McKinley Grade Separation Project (Project) for the City of Corona (City). The subsequent sections and attached documentation are indicative of the current scope, schedule, and estimate of probable costs for the Project and are consistent with the City's Trade Corridor Enhancement Program Application submitted to the California Transportation Commission in 2020. The following sections/attachments have been included with this document:

- Section 1 – Project Background
- Section 2 – Project Performance Measures
- Section 3 – Project Description
- Section 4 – Schedule
- Section 5 – Costs
- Attachment A – 95% Improvement Plans
- Attachment B – CEQA Notice of Exemption
- Attachment C – Project Baseline Schedule
- Attachment D – Estimate of Probable Costs
- Attachment E – Riverside County Cooperative Agreement
- Attachment F – Right of Way Summary Matrix

I approve this document as an equivalent to a Project Report for the Project and all attachments. Please do not hesitate to contact me should you have questions at either (951) 736-2278 or Peter.Ramey@CoronaCA.gov.

Sincerely,



Peter Ramey, P.E.
City Project Manager
City of Corona

SECTION 1 - PROJECT BACKGROUND



Figure 1 - Steel Tied Arch Network Bridge Overcrossing Looking Southeast

The McKinley Street Grade Separation has been a high priority project for close to 15 years. In 2006, the Riverside County Transportation Commission (RCTC) and the City placed the project in the top priority tier of at-grade railroad crossings in Alameda Corridor East of Riverside County. Subsequent updates to this grade separation funding strategy in 2008 and 2012 maintained the project in RCTC's Priority Tier 1. In 2011, a Project Study Report (PSR) was prepared which identified feasible overpass (roadway over tracks) and underpass (tracks over roadway) alternatives. Overpass options

evaluated elevating Sampson Avenue along with McKinley Street, and other options evaluated leaving Sampson Avenue at-grade with various alignments for a connector road between McKinley Street and Sampson Avenue. The selected project alternative elevates McKinley Street over the BNSF tracks, and provides a connector road between McKinley Street and Sampson Avenue.

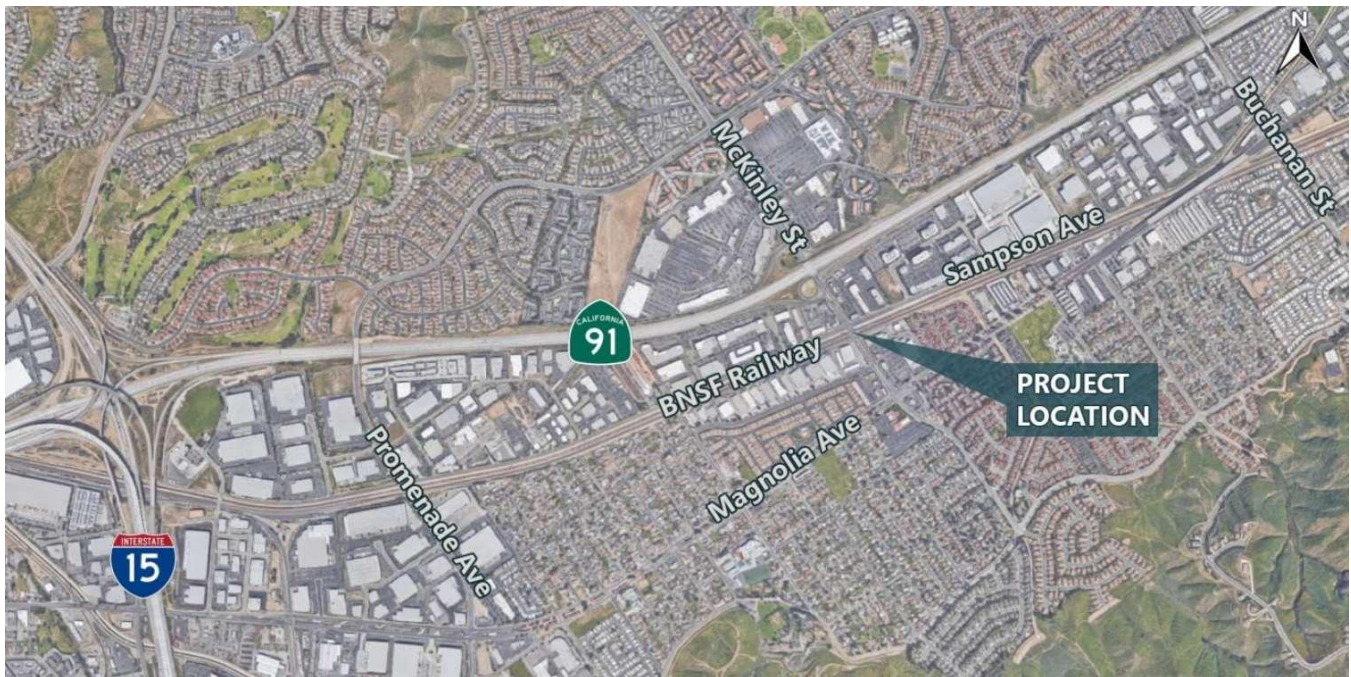


Figure 2 - Project Location Map

The City selected a design consultant in 2018 to evaluate up to four overcrossing alternatives and proceed with final design services. A Project Concept Report was developed by the City's consultant in October, 2018 with the primary goal of evaluating numerous connections to Sampson Avenue from McKinley Street as the overcrossing prohibited the ability to directly connect to Sampson. The alternatives reviewed included Roundabout, Offset Intersection, Inner and Outer Loop connection alternatives ultimately recommending the Inner Loop configuration as it was the most cost effective and least impactful to surrounding property owners and utilities. Upon preparation of 35% plans early 2019, costs for the

project exceeded \$140 million and the City procured a value engineering consultant and established an ad-hoc committee consisting of Caltrans, Riverside County, RCTC, and Transportation Corridor Agency personnel to identify potential design alternatives / recommendations to minimize costs and impacts to the surrounding properties/business owners. This two-month process was concluded March, 2019 and memorialized in the March 20th, 2019 City Council Meeting resulting in the direction to proceed with a two-lane each direction facility for McKinley Street, the Inner Loop configuration, and a Steel Tied Arch Network Bridge configuration to avoid closures to McKinley Street and Sampson Avenue during the construction of this project.



Between March and May of 2019, the Project design team continued to identify value engineering solutions and the final 35% concepts were presented to and approved by the City Council May 22, 2019. From May, 2019 through current, the Project has progressed these to 95% PS&Es and is expected to have approved Utility Relocation Plans, BNSF Railroad C&M Agreements, GO-88 Approval, and all right of way certification by the end of May, 2021.

Major funding for the project is provided by Senate Bill (SB) 132, which created the Riverside County Transportation Efficiency Corridor to advance five critical projects in Riverside County. The bill provides \$84.45 million for the McKinley Street Grade Separation. The City is supplementing the project with an additional \$23.85 million from the following funding sources (including the TCEP Program) for a project total of \$108.30 million:

- 1) SB132
- 2) City General Funds
- 3) Gas Tax (SB1)
- 4) Transportation Uniform Mitigation Fees (TUMF)
- 5) Transportation Development Act (TDA)
- 6) TCEP (Pending CTC Approval for Allocation)
- 7) California Public Utilities Commission (CPUC) Section 190 (Pending CPUC Approval for Allocation)

SECTION 2 - PROJECT PERFORMANCE MEASURES

Section 190 Priority Project

The McKinley Street Grade Separation Project is one of the most notable grade separation priority projects statewide. The Section 190 Grade Separation Program is a funding program to grade separate crossings between roadways and railroad tracks. The program receives \$15,000,000 annually in state funds that are distributed among up to four projects. Every other year, most recently in 2019, the California Public Utilities Commission (CPUC) accepts project nominations from agencies for replacing existing at-grade crossings or improving existing grade separations. The nomination process establishes a Priority Index which is based upon ADT, average freight and commuter train traffic, accident history, funding request, and special factors including crossing geometrics and daily crossing arms downtime. Following the establishment of the Priority Index, Caltrans Division of Rail requests project applications and distributes available funds to the highest ranked and most shovel-ready projects on the Priority List.

In 2019 the City submitted a Section 190 Grade Separation Program nomination for the McKinley Street Grade Separation. The project ranked #2 statewide with a score of 4955.9 (<https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M341/K610/341610273.PDF>). This ranking was driven by the crossing's accident history, challenging geometry with the hump at the crossing and two adjacent signalized intersections, and community impacts.

The City is in the process of finalizing documentation to request allocation for \$10 million dollars and funding is anticipated

Improved Traffic and Truck Operations

The McKinley Street Grade Separation Project greatly improves traffic operations and reduces congestion along McKinley Street. The City prepared a Preliminary Traffic Operations Analysis Report (TOAR) to study existing conditions and their impacts in the construction year (2023) and design year (2043). The TOAR analyzed eight intersections and nine roadway segments. Existing morning peak period (7:00 AM to 9:00 AM) and evening peak period (4:00 PM to 6:00 PM) turning movement counts for the study intersections and 24-hour roadway volumes for the roadway segments were conducted in October 2017. Trucks contribute to six percent of traffic along McKinley Street. The existing conditions analysis showed all the intersections operate at Level of Service (LOS) D or better, except for the McKinley Street/Sampson Avenue intersection directly adjacent to the rail crossing. When the crossing is closed, this intersection operates at LOS E with 67.3 seconds of delay in the AM and LOS F with 233.8 seconds of delay in the PM. The McKinley Street roadway segment for the SR-91 eastbound off-ramp to Sampson Avenue operates at LOS F with a Volume to Capacity (V/C) of 1.10.

There are approximately 102 acres of industrial and warehousing land uses east and approximately 209 acres west of McKinley Street along Sampson Avenue and approximately 19 acres along Estelle Street (**Figure 3**). The SR-91/McKinley Street Interchange is the primary highway access point to and from these land uses for trucks. The congestion and delays at the McKinley Street/Sampson Avenue intersection impacts truck access to these properties. This is due to trucks not being able to turn right or left or travel through the intersection and also due to delays in making right turns.

There will be immediate improvements within the project study area as a result of the project improvements. Delays and congestion at the at-grade crossing and the Sampson Avenue intersection are eliminated with the grade separation. Without the project, the McKinley Street/Sampson Avenue intersection is anticipated to operate at LOS E in the AM and LOS F in the PM.

This intersection is eliminated and replaced with a side ramp from southbound McKinley Street and Loop Road intersections. The two new intersections at Sampson Avenue will operate at LOS B in the AM and LOS C or D in the PM. This will enhance goods movement capabilities for trucks accessing adjacent industrial and warehousing businesses. Additionally, the LOS at the McKinley Street segment from the eastbound SR-91 ramps to Sampson Avenue improves to C with a V/C of 0.77. **Table 1** below compares the 2023 build and no build conditions for key intersections and **Table 2** compares those conditions for the McKinley Street roadway segments.



Figure 3 – Industrial/Warehouse Truck Access

Table 1 – 2023 Intersection Operational Analysis

Intersection		No Build		Build	
		AM LOS/Delay	PM LOS/Delay	AM LOS/Delay	PM LOS/Delay
McKinley Street/SR-91 WB Ramps	Period 1	C/22.9	B/15.9	C/21.5	B/15.4
	Period 2	C/22.7	B/16.3	C/22.3	B/15.9
	Period 3	C/22.7	B/16.3	C/23.1	B/15.9
	Period 4	C/22.9	B/16.2	C/21.5	B/15.7
McKinley Street/SR-91 EB On-Ramp		Intersection is uncontrolled			
McKinley Street/SR-91 EB On-Ramp	Period 1	C/26.1	C/25.8	C/31.8	C/28.9
	Period 2	C/26.8	C/28.5	C/32.2	C/34.6
	Period 3	C/27.8	C/28.5	C/32.6	C/34.6
	Period 4	C/26.1	C/27.8	C/31.9	C/32.2
McKinley Street/Sampson Avenue (with crossing gate down)		E/75.7	F/253.8	Intersection Removed	
McKinley Street/Estelle Street		B/11.5	B/15.8	B/17.0	C/27.8
McKinley Street/Magnolia Avenue		C/33.3	D/46.7	C/28.3	C/26.4
Side Ramp/Sampson Avenue	Period 1	N/A		B/17.2	C/21.0
	Period 2			B/17.7	C/26.0
	Period 3			B/19.0	C/26.0
	Period 4			B/17.2	C/23.3
Loop Road/Sampson Avenue		N/A		B/16.7	D/42.2

Table 2 –Street Segments 2023 Analysis

Segment	Capacity	No Build			Build		
		ADT	V/C	LOS	ADT	V/C	LOS
McKinley: SR-91 WB Ramps to SR-91 EB on-ramp	35,900	45,900	1.28	F	45,900	1.28	F
McKinley: SR-91 EB Off-Ramp to Sampson Avenue	35,900	41,477	1.16	F	24,748	0.77	C
McKinley: Sampson Avenue to Estelle Street	35,900	24,200	0.67	B	24,200	0.67	B
McKinley: Estelle Street to Magnolia Avenue	35,900	19,000	0.53	A	19,000	0.53	A
McKinley: SR-91 EB On-Ramp	20,000	4,802	0.24	A	4,802	0.24	A
Sampson: West of McKinley Street	26,000	14,500	0.56	A	14,500	0.56	A
Sampson: McKinley Street to KPC Parkway	26,000	12,078	0.46	A	16,428	0.63	B

In 2043, similar vehicle and truck operational improvements are achieved. Without the project, the McKinley Street/Sampson Avenue intersection would operate at LOS F with 101.2 seconds of delay in the AM and LOS F with 323.8 seconds of delay. With the project, the new side ramp intersection with Sampson Avenue operates at LOS C or better in the AM and PM. The Loop Road/Sampson Avenue intersection operates at LOS B in the AM and E in the PM. While LOS E is below the City's LOS threshold of LOS D, the intersection operates far more efficiently than the no build McKinley Street/Sampson Avenue intersection. Additionally, the McKinley Street segment from the eastbound SR-91 ramps to Sampson Avenue improves from LOS F with a V/C of 1.37 to LOS E with a V/C ratio of 0.94. **Table 3** below compares the 2043 build and no build conditions for key intersections around the project area and **Table 4** compares the 2043 build and no build conditions for the McKinley Street roadway segments.

Table 3 – 2043 Intersection Operational Analysis

Intersection		No Build		Build	
		AM LOS/Delay	PM LOS/Delay	AM LOS/Delay	PM LOS/Delay
McKinley Street/SR-91 WB Ramps	Period 1	C/22.3	B/19.9	C/26.6	B/14.9
	Period 2	C/22.5	C/20.5	C/27.8	B/15.7
	Period 3	C/24.4	C/20.5	C/30.4	B/15.8
	Period 4	C/22.3	C/20.4	C/26.8	B/15.5
McKinley Street/SR-91 EB On-Ramp	Intersection is uncontrolled				
McKinley Street/SR-91 EB On-Ramp	Period 1	C/30.5	C/22.3	C/27.9	C/32.2
	Period 2	C/31.6	C/26.3	C/28.5	D/40.8
	Period 3	C/35.0	C/26.3	C/29.9	E/70.0

Intersection		No Build		Build	
		AM LOS/Delay	PM LOS/Delay	AM LOS/Delay	PM LOS/Delay
	Period 4	C/30.5	C/25.3	C/27.9	E/78.2
McKinley Street/Sampson Avenue (with crossing gate down)		F/101.2	F/323.8	Intersection Removed	
McKinley Street/Estelle Street		B/12.0	B/17.6	B/17.3	C/27.1
McKinley Street/Magnolia Avenue		D/48.7	F/102.7	D/47.3	F/100.6
Side Ramp/Sampson Avenue	Period 1	N/A		B/16.1	C/33.5
	Period 2			C/17.7	C/38.2
	Period 3			C/22.0	C/33.7
	Period 4			B/16.1	C/34.2
Loop Road/Sampson Avenue		N/A		B/19.9	E/55.3

Table 4 –Street Segments 2043 Analysis

Segment	Capacity	No Build			Build		
		ADT	V/C	LOS	ADT	V/C	LOS
McKinley: SR-91 WB Ramps to SR-91 EB on-ramp	35,900	45,900	1.28	F	45,900	1.28	F
McKinley: SR-91 EB Off-Ramp to Sampson Avenue	35,900	49,225	1.37	F	33,657	0.94	E
McKinley: Sampson Avenue to Estelle Street	35,900	24,200	0.67	B	24,200	0.67	B
McKinley: Estelle Street to Magnolia Avenue	35,900	19,000	0.53	A	19,000	0.53	A
McKinley: SR-91 EB On-Ramp	20,000	4,802	0.24	A	4,802	0.24	A
Sampson: West of McKinley Street	26,000	21,972	0.85	D	21,972	0.85	D
Sampson: McKinley Street to KPC Parkway	26,000	18,665	0.72	C	25,257	0.97	E

As demonstrated in the tables above, congestion and delays are reduced by eliminating the at-grade crossing and the McKinley Street/Sampson Avenue intersection. Trucks can travel more freely to Sampson Avenue and Estelle Street to access warehousing business.

In addition to providing truck and vehicle congestion reduction and operational improvements, the project also benefits intercity transit operations. McKinley Street is also used by the Corona Cruiser Blue Line, intercity bus transit, and bus stops are located at McKinley Street/Sampson Avenue and McKinley Street/Magnolia Avenue. Approximately 24 buses travel along McKinley Street per day. Currently, buses are stopped at the at-grade crossing with BNSF during gate-down time, which results in delayed arrivals at bus stops. The grade separation will improve transit operations and reliability. With the proposed

project, buses and their riders will have more assurance that the buses will arrive on time as shown in the bus schedules. This on-time performance will help attract additional riders and have additional positive impacts on traffic congestion and air quality.

Improved Rail Freight

McKinley Street crosses the BNSF San Bernardino Subdivision at-grade. The BNSF San Bernardino Subdivision is double tracked through the project limits. Approximately 78 freight trains per day cross McKinley Street on route between the San Bernardino Intermodal Yard and the Alameda Corridor. This is expected to increase to more than 91 freight trains per day in the near future. While the speed limit for trains at the crossing is 60 miles per hour (mph), 2011 counts conducted by RCTC show that trains cross McKinley Street at an average of 43 mph, a significantly slower speed. Trains are slowing as they reach the at-grade crossing, increasing travel time and reducing throughput.

There are plans to have triple track from West Riverside to the Union Pacific Railroad (UPRR) Los Angeles Subdivision. This will involve constructing a new third track from approximately the Orange County line to the Metrolink Riverside Downtown station (**Figure 4**). There are currently 27 commuter/passenger trains per day at the McKinley Street crossing and is projected to grow to 42 commuter/passenger trains per day. The third track would be dedicated to Metrolink commuter trains to carry this high volume efficiently without impacting freight operations. This will provide two dedicated tracks for freight rail and support an increase in freight rail traffic.

Rail freight velocity can be increased with the proposed project. The elimination of the at-grade crossing will allow trains to travel at higher speeds through eastern Corona. There will be nearly three miles of track without at-grade crossings to promote higher speeds and safer train travel. Additionally, the project will accommodate increased rail freight volumes with the third track. The project clear spans the railroad right-of-way and provides the space for the additional track. The project will not conflict with the future track expansion efforts that will accommodate higher train volumes.

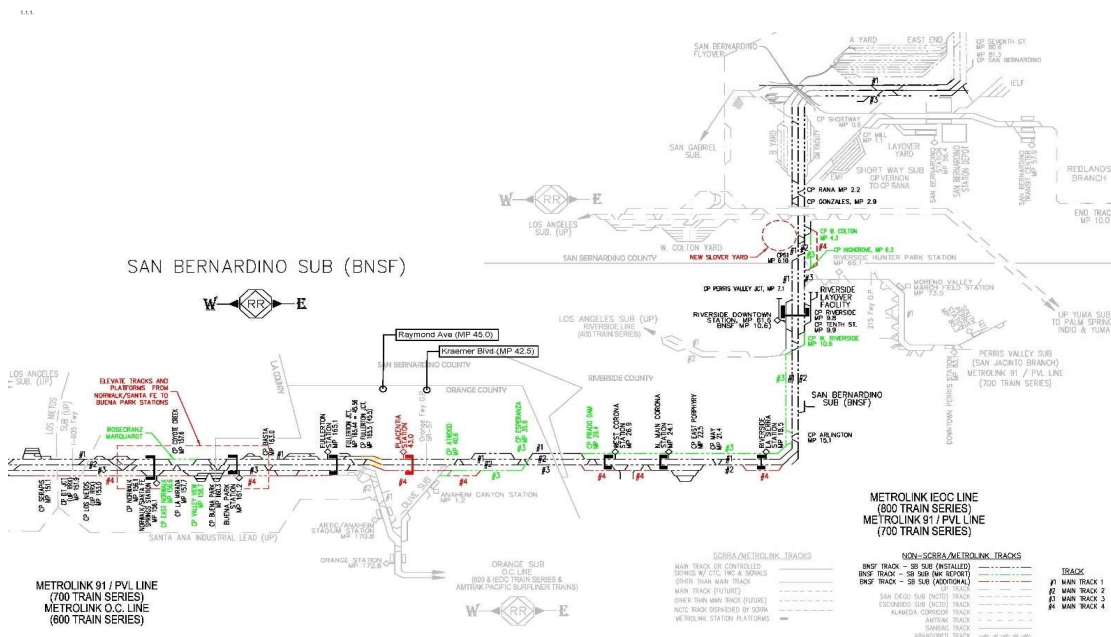


Figure 4 – BNSF San Bernardino Subdivision and Track Expansions Map Excerpt

Eliminate Conflict with Trains

The existing McKinley Street at-grade crossing with BNSF has experienced a high number of collisions over the past 20 years, even though the crossing has features to enhance safety such as quad gates and raised medians. A review of the FRA accident database shows that since the year 2000, there have been eight crashes involving trains (**Table 5**). Of these incidents, three fatalities involved pedestrians crossing the tracks and one fatality involved a bicyclist. As train volumes are projected to increase, this will exacerbate the existing safety concerns at the at-grade crossing. In addition to the injuries and loss of life, collisions with trains have impacts on train operations and travel time reliability. Trains are stopped following crashes while an investigation takes place. This has a downstream effect on train mobility as not only are trains stopped at the crossing but other trains traveling along the line are slowed or stopped as well. As a result of the crashes and train operational impacts, addressing safety is a key priority for the project.

Table 5 – Train Involved Collisions

Date	Accident Type	Position	Severity	
6/14/2019	Auto v. Train	Stalled or stuck on crossing	Vehicle Only	Damage
9/20/2016	Pedestrian v. Train	Stopped on crossing	Fatal	
1/22/2016	Pedestrian v. Train	Moving over crossing	Fatal	
8/3/2005	Bicycle v. Train	Moving over crossing	Fatal	
12/4/2001	Auto v. Train	Stopped on crossing	Injury	
5/16/2001	Truck v. Train	Moving over crossing	Vehicle Only	Damage
2/24/2001	Truck v. Train	Stopped on crossing	Vehicle Only	Damage
2/15/2000	Pedestrian v. Train	Stopped on crossing	Fatal	
Source: Federal Railroad Administration Highway-Rail Grade Crossing Accident/Incident Reports				

The McKinley Street Grade Separation Project greatly enhances safety along the project corridor. The train conflicts with trucks, vehicles, pedestrians, and bicyclists are eliminated. Train traffic can flow freely under McKinley Street without concern of collisions with travel along the local roadway. This will also improve train operations and travel time reliability.

Improved Emergency Vehicle Response Times

The McKinley Street at-grade crossing currently slows emergency vehicle response times and impedes access. Several hospitals are located within less than five miles of the project area in nearby downtown Corona and neighboring Riverside. The project site is located between the Corona Fire Station 4 on McKinley Street one mile to the north and the Riverside County Fire Department Station 13 on Magnolia Avenue one mile southwest of the site. The police station is four miles west of the project site. Emergency vehicles responding to incidents near the project site are delayed when gate arms are down, approximately 170 minutes per day, or they must take alternative routes to cross at adjacent grade

separations which detracts from valuable response time. This will be exacerbated in the future when the at-grade crossing is anticipated to be closed for more than four hours and 20 minutes per day by 2035.

The population north of the McKinley Street crossing serviced by the Corona City Fire Station 4 is most impacted when the crossing is closed. The nearest hospital is the Kaiser Permanente Medical Center in Riverside. When the McKinley Street at-grade crossing is closed, emergency vehicles must use SR-91 to access this hospital, traveling 3.8 miles. When the grade separation is in place, the travel distance is reduced to 3.3 miles as emergency vehicles can use the new bridge without fear of delay. This reduces travel times by one or two minutes, which is critical during emergency situations.

The project will provide improved and unhindered access for emergency vehicles and improve response times. Emergency vehicles will no longer be stuck at the closed at-grade crossing or need to take long detours to get around the site. This will increase the speed at which police and fire can respond to an incident as well as improve how quickly an ambulance can respond to a site and travel to the hospital.

SECTION 3 - PROJECT DESCRIPTION

The McKinley Street Grade Separation Project proposes to construct a new four-lane overhead grade separation at the BNSF Railway double tracks near the McKinley Street intersection with Sampson Avenue. The project limits extend from the SR-91 interchange on the north side to Magnolia Avenue on the south side. A new network steel tied arch bridge will cross over the railroad tracks, Arlington Channel, and Sampson Avenue. The Project will also include new connector road facilities in the northeast and northwest quadrant of the McKinley Street/Sampson Avenue intersection and approximately four hundred (400) feet of reconstruction of Estelle Street west of McKinley Street. The Project will also realign and widen the SR-91 eastbound off-ramp and reconstruct the SR-91 eastbound loop on-ramp and eastbound slip on-ramp entrances.

It is also anticipated the project will include the relocation of several underground utility facilities prior to and during the construction of the proposed Project improvements. Due to the proposed elevations of the grade separated railroad crossing, the Project includes reconstruction/reconfiguration of multiple private property driveway entrances and parking areas along McKinley Street, Estelle Street, and Sampson Avenue.

Generally, the list below summarizes the improvements to be performed by this project:

1. Demolishing miscellaneous roadway, landscape, hardscape and improvements within the project limits.
2. Constructing new storm drain, potable/non-potable water, and sanitary sewer underground infrastructure.
3. Constructing all roadway improvements including light weight cellular concrete structure fill, excavation/compaction/backfill, pcc concrete curbs/sidewalks/ driveways, and asphalt concrete improvements.
4. Constructing all pre-cast panel and MSE retaining wall systems.
5. Installation of CIDH piles, bridge abutments and PCC concrete structural retaining systems necessary to support the proposed bridge.
6. On-site prefabrication, movement, and pre-fabrication of the proposed steel tied arch bridge.
7. Construction of a water quality basin, numerous water quality best management practice treatment control devices, and miscellaneous drainage features.
8. Installation of landscape and irrigation facilities.
9. Modification/installation of traffic signals and equipment at numerous intersections
10. Installation of proposed streetlight system including streetlights, conductors, conduit, pull boxes and appurtenances.

Refer to Attachment "A" – 95% Improvement Plans for additional information.

The following depicts the general summation of improvements above:

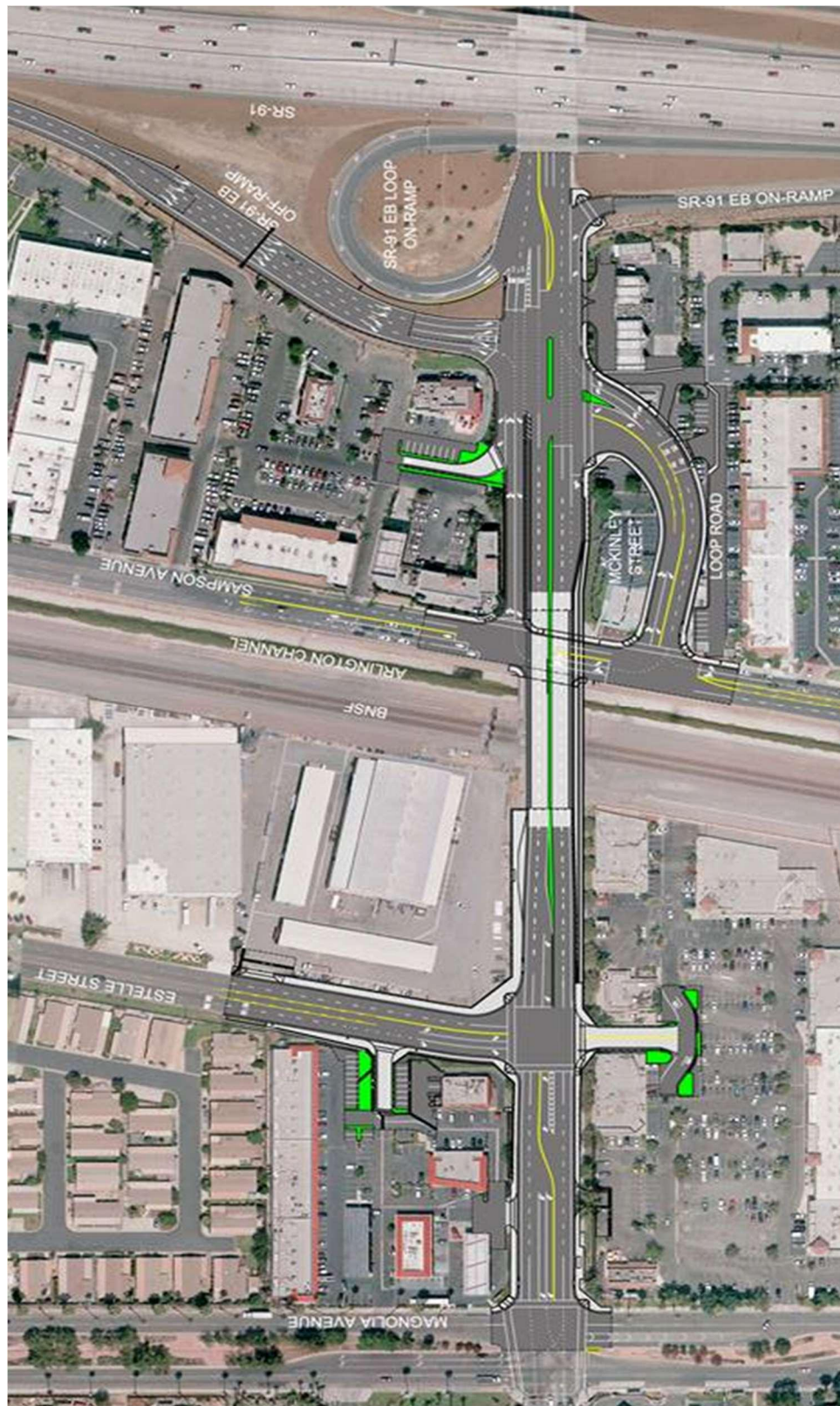


Figure 5 - Project Improvements (North to the Top of the Page)

Environmental/Permits

Grade separation projects are Statutorily Exempt (SE) under the California Environmental Quality Act (CEQA). No environmental document or technical study is required. With no federal funds contributing to the project, clearance under the National Environmental Policy Act (NEPA) is not required.

Refer to Attachment "B" – CEQA Notice of Exemption.

Utilities

The table below illustrates the impacted utility owners/facilities by the project:

Table 6 – Utility Conflicts

Utility	Disposition
Sewer (City)	<ul style="list-style-type: none"> 15-inch sewer line along McKinley Street between Sampson Avenue and SR-91 will be relocated alongside the relocated 4'x8' double box storm drain culvert along the new McKinley Street side ramp to allow access to both facilities in the final condition. 4-inch sewer force main can be protected in place and will require a steel casing to be installed under the proposed embankment to allow access for future maintenance. Private property laterals will be re-routed as necessary to re-establish services. All other sewer lines can be protected in place. <p><i>These improvements are incorporated into the Project improvement plans.</i></p>
Sewer (Western Municipal Water District)	<ul style="list-style-type: none"> Reconstruction/adjustment of 3 manhole structures to grade and modifications to the existing brine line just south of the bridge along McKinley to eliminate existing low/depression points. <p><i>These improvements are incorporated into the Project improvement plans.</i></p>
Gas (Southern California Gas Company)	<ul style="list-style-type: none"> 8-inch high pressure gas transmission line within McKinley Street will be relocated within the proposed connector road alternative to Sampson Avenue, then west to join with the existing crossing of BNSF. To the south of the tracks, the line can be relocated along the west side of the embankment within an easement up to Estelle Street where it can shift back into McKinley Street. Smaller miscellaneous medium pressure gas lines will be routed around the embankment area to re-establish existing services to the adjacent properties. <p><i>Awaiting final relocation plans from Southern California Gas Company, they will take lead on relocation activities.</i></p>
Water (City)	<ul style="list-style-type: none"> 12-inch water main along McKinley Street between Sampson Avenue and SR-91 will be relocated within the proposed connector road alternative and re-connected to the existing water line along Sampson Avenue to re-establish the water main loop. Private property laterals will be re-routed as necessary to re-establish services. <p><i>These improvements are incorporated into the Project improvement plans.</i></p>

Table 6 – Utility Conflicts (Continued)

Utility	Disposition
Water (Riverside Public Utilities)	<ul style="list-style-type: none"> 12-inch water main along McKinley Street between Magnolia Avenue and Estelle Street will be routed around the embankment area to re-establish existing services to adjacent properties. Additionally, a 12-inch line to be installed along Grant Street providing connectivity to Estelle Street water facilities to be disconnected from the McKinley Street water facilities. <p><i>Final Water Improvements Plans have been approved by the City and County, Riverside Public Utilities in process of procuring contractor to relocate. They will take lead on relocation activities.</i></p>
Electric (Southern California Edison)	<ul style="list-style-type: none"> Existing distribution overhead and underground facilities will be selectively relocated in areas impacted by the construction of the grade separation. The segment of above ground poles along McKinley Street from Magnolia Avenue to Sampson Avenue can potentially be undergrounded since the surrounding area has been mostly undergrounded. <p><i>Awaiting final relocation plans from Southern California Edison, they will take lead on relocation activities.</i></p>
Petroleum (Questar)	<ul style="list-style-type: none"> 16-inch oil line within McKinley Street will be relocated within the proposed connector road alternative to Sampson Avenue to re-establish the existing connection within Sampson Avenue. <p><i>Awaiting final relocation plans from Questar, they will take lead on relocation activities.</i></p>
Telephone (AT&T & Crown Castle/Sunesys)	<ul style="list-style-type: none"> Existing underground facilities will be selectively relocated in areas impacted by the construction of the grade separation. Private property laterals will be re-routed to re-establish services. <p><i>Final Water Improvements Plans have been approved by the City, AT&T in process of procuring contractor to relocate. They will take lead on relocation activities.</i></p>
Telecom (MCI/Verizon)	<ul style="list-style-type: none"> Existing underground fiber optic within BNSF right-of-way that parallels the existing tracks will be protected in place. <p><i>MCI to submit plans to install new facilities, awaiting permits from City. No conflicts with project, installation of new facilities will occur prior to June, 2021.</i></p>
Cable (Spectrum)	<ul style="list-style-type: none"> No Impacts.

The following table illustrates the current progress with Utility Relocation efforts:

Table 7 – Utility Relocation Progress

Utility	Anticipated Date to Issue Notice to Owner/Approve Relocation Plans	Anticipated Relocation Schedule
Sewer (City)	3/15/21 – Approved with Project	Concurrent with Construction.
Sewer (Western Municipal Water District)	4/30/21	Concurrent with Construction.

Table 7 – Utility Relocation Progress (Continued)

Utility	Anticipated Date to Issue Notice to Owner/Approve Relocation Plans	Anticipated Relocation Schedule
Gas (Southern California Gas Company)	3/15/21	Start – 6/1/21 / End – 8/30/21
Water (City)	3/15/21 – Approved with Project	Concurrent with Construction.
Water (Riverside Public Utilities)	3/1/21	Start – 6/1/21 / End – 9/31/21
Electric (Southern California Edison)	3/15/21	Start – 6/1/21 / End – 8/30/21
Petroleum (Questar)	3/1/21	Start – 4/1/21 / End – 6/30/21
Telephone (AT&T & Crown Castle/Sunesys)	3/1/21	Start – 4/1/21 / End – 6/30/21
Telecom (MCI/Verizon)	3/1/21 (Assumed date for City to issue permits for new facilities)	Start – 4/1/21 / End – 6/30/21

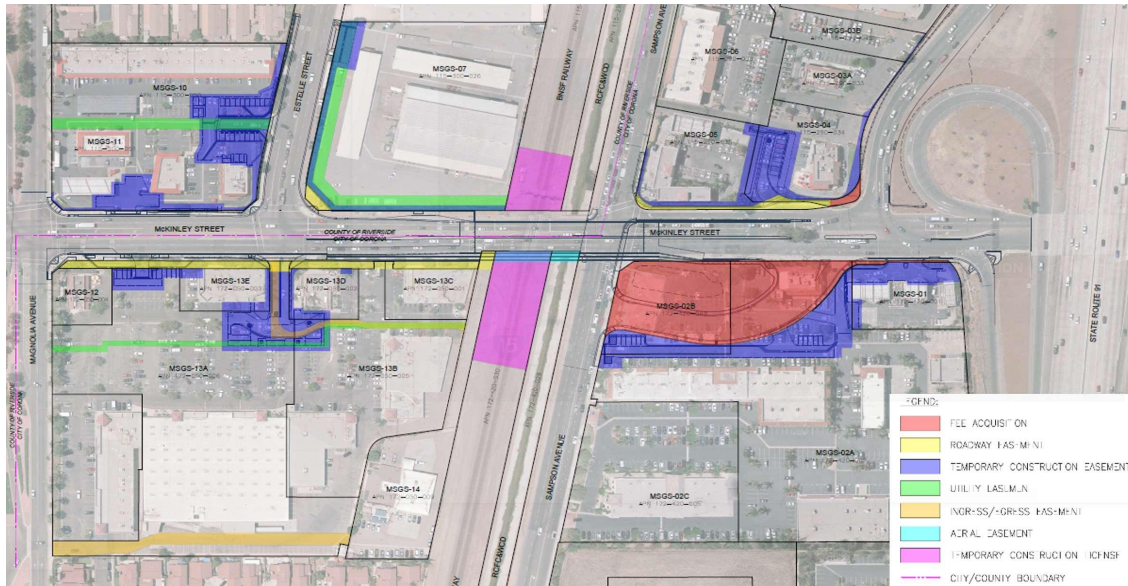
Agency Approvals

A portion of the project south of Sampson Avenue and west of McKinley Street lies within the County of Riverside jurisdiction. The City executed a Cooperative Agreement with the County on January 28th, 2020 allowing the City to act as the lead agency for design, property acquisition, and utility relocation coordination. The City received approval of the improvement plans from the County January 5, 2021 associated with the project. No further correspondence or approvals is required from Riverside County.

Refer to Attachment “E” – Riverside County Cooperative Agreement for more information.

Right of Way Impacts

The following map illustrated the required property acquisition interests necessary for the project:



Right of Way Summary Map

The following table summarizes the property impacts associated with this project:

Parcel Number	Owner	Project R/W Required	Date R/W to be Acquired
MSGGS-01	Royal Ridge Investments, Inc.	Partial Fee + 24 month TCE	3/5/21
MSGGS-02	CPI Properties, LLC	Full Fee + 30 month TCE + Ingress/Egress Easement	2/9/21
MSGGS-03A	ARC Cafeusa 001, LLC	24 month TCE	3/31/21 (Date Certain)
MSGGS-03B	Sampson Avenue Properties, LLC	24 month TCE	3/18/21 (Date Certain)
MSGGS-04	Goodell Properties, LLC	Partial Fee, Roadway Easement, and 24 month TCE	2/4/21
MSGGS-05	SJRK Investment, LLC	Partial Fee, Roadway Easement and 24 month TCE	2/4/21
MSGGS-07	Ewing Irrigation Products, Inc.	Roadway Easement, Perm Utility Easement and 24 month TCE	4/30/21 (Date Certain)
MSGGS-10/11	B P L, LLC	Perm Utility Easement, 24 month utility easement and 24 month TCE	3/16/21 (Date Certain)
MSGGS-12	Nguyen Cong Khang, Hoang Ngoc, Anh Thi	24 month TCE	3/31/21 (Date Certain)
MSGGS-13A	Carsten Co, LLC / RHI/WWW, LP / Cancun Properties, LP	Roadway Easement, Perm Utility Easement, Ingress/Egress Easement, 24 month TCE	3/21/21 (Date Certain)

Parcel Number	Owner	Project R/W Required	Date R/W to be Acquired
MSG5-13B-E	DD&E, LLC	Roadway Easement, Perm Utility Easement, Ingress/Egress Easement, 24 month TCE, 24 month utility TCE	6/15/21 (Date Certain)
MSG5-14	Luis & Lilliana Revocable Trust	Roadway Easement	4/30/21 (Date Certain)
Lots A, C, D, E	McKinley Street Partnership (Defunct Corporation)	Underlying Fee Interest of City R/W Easement	6/15/21 (Date Certain)

Refer to Attachment "F" – Right of Way Summary Matrix for a more detailed description of acquisition progress and interests required. Currently the Project is expected to completion a Right of Way Certification No. 2 for the Project with Caltrans District 8 by early May, 2021

Railroad

BNSF Railroad has approved the proposed work, which is within the railroad right of way and does require the adjustment of railroad facilities. The City has included the appropriate specification language and insurance requirements in the contract documents as directed by BNSF. Fine CPUC GO 88 Approval and Construction & Maintenance Agreement execution is pending the submittal of final signed plans, this is anticipated end of March, 2021.

CPUC Approval Type and Date: G.O. 88 (March 31, 2021 – Date Certain)

C&M Execution Date: March 31, 2021 (Date Certain)

SECTION 3 - SCHEDULE

Refer to Attachment "C" – Project Baseline Schedule for more information regarding a detailed breakdown of the schedule from preliminary design through completion of construction. The project will be advertised for construction starting early May, 2021 with a contract awarded for construction June 9, 2023. Construction will be complete prior to June 30, 2023.

SECTION 4 - COSTS

Refer to Attachment "D" – Estimate of Probable Costs for more information regarding a detailed breakdown of the engineer's estimate of probable costs for preliminary design, utility relocation, final design, construction/program management, right of way support, right of way acquisition, and construction costs. The total costs associated anticipated with the Project is \$108,300,000.

ATTACHMENT “A”

95% Design Drawings

ATTACHMENT “B”

CEQA – Notice of Exemption

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Riverside

2720 Gateway Drive

Riverside, California 92507

From: (Public Agency): City of Corona

400 South Vicentia Avenue

Corona, California 92882

FILED / POSTED

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

E-201900158

02/11/2019 01:59 PM Fee: \$ 50.00

Page 1 of 1

Project Title: McKinley Street Grade Separation

Project Applicant: City of Corona

Project Location - Specific:

The project is located along McKinley Street between State Route 91 and Magnolia Avenue

Project Location - City: Corona

Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

The proposed project would grade separate the existing at-grade McKinley Street and BNSF Railway crossing. T intended to improve safety and reduce congestion by removing the existing at-grade conflict between vehicul traffic.

Name of Public Agency Approving Project: City of Corona

Name of Person or Agency Carrying Out Project: City of Corona

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☒ Statutory Exemptions. State code number: 21080.13

Reasons why project is exempt:

The CEQA Statute (California Public Resources Code, Division 13, Environmental Quality) states under subsection 21080.13 that railroad grade separation projects which eliminate an existing grade crossing or which reconstruct an existing grade separation qualify for a statutory exemption. The proposed project would eliminate the existing McKinley Street/BNSF grade crossing and would thus qualify for a statutory exemption.

Lead Agency

Contact Person: Nelson Nelson

Area Code/Telephone/Extension: (951) 736-2266

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Nelson Nelson Date: 1-24-2019 Title: Public Works Director

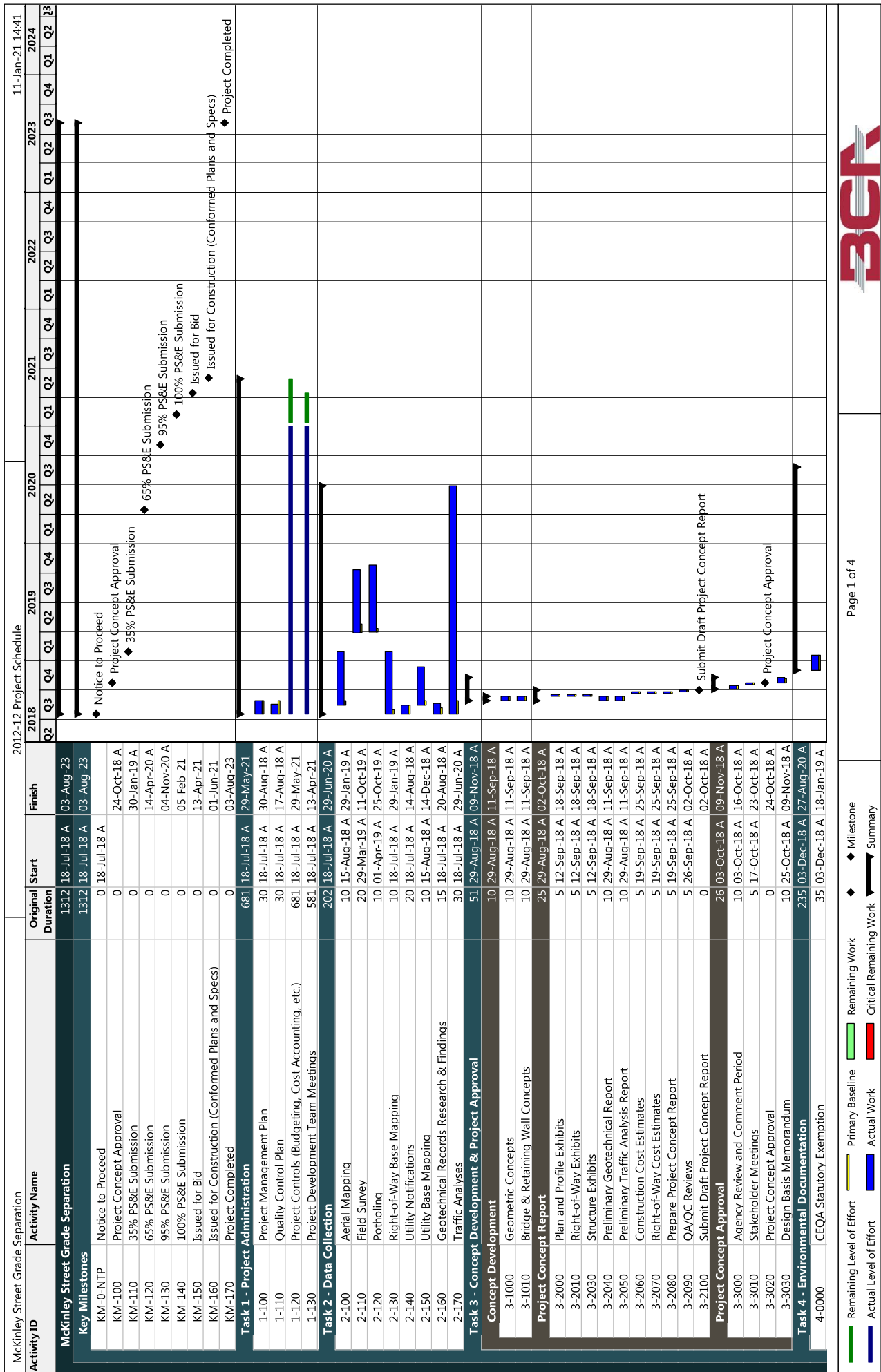
☒ Signed by Lead Agency ☐ Signed by Applicant

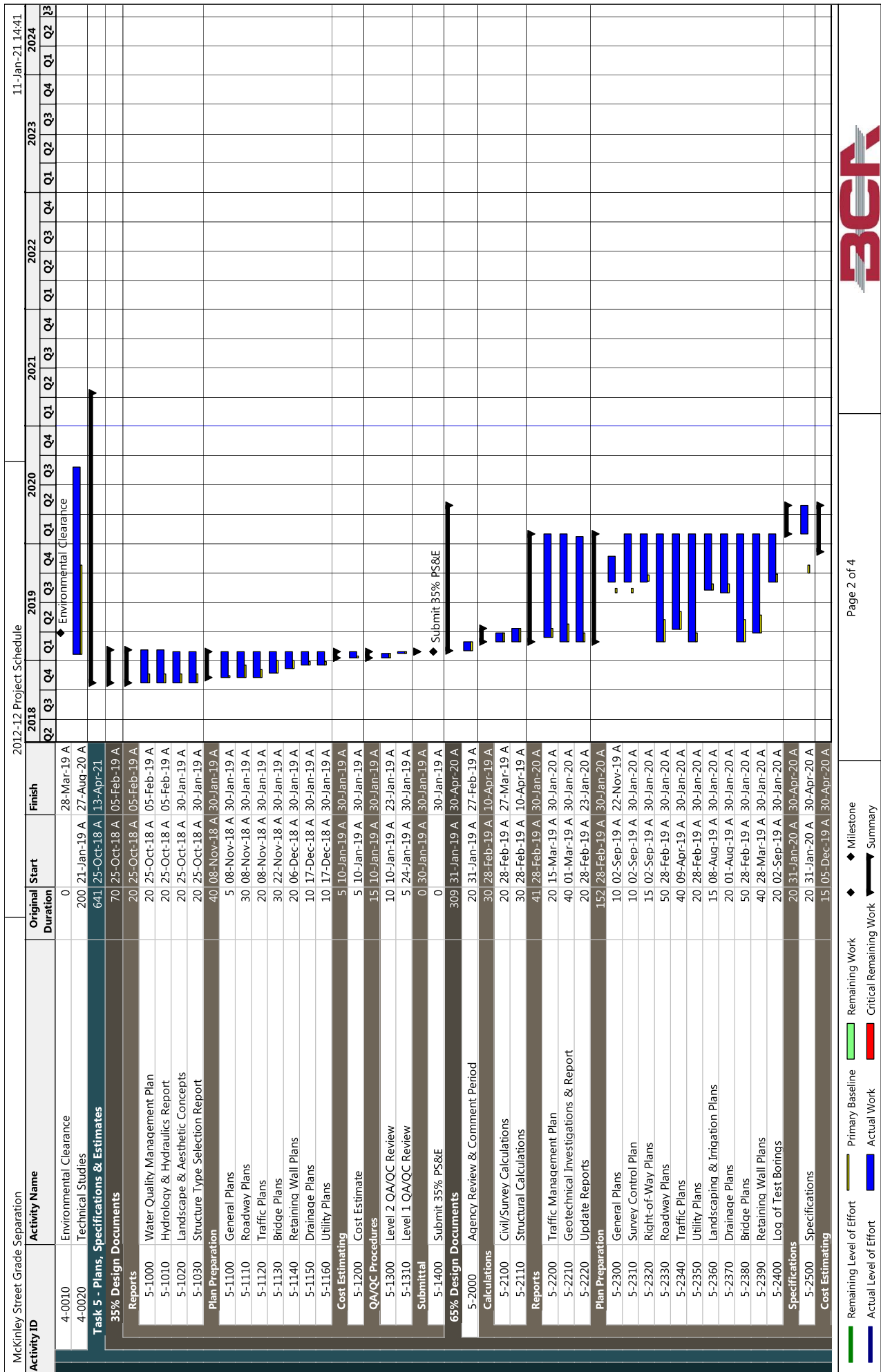
Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

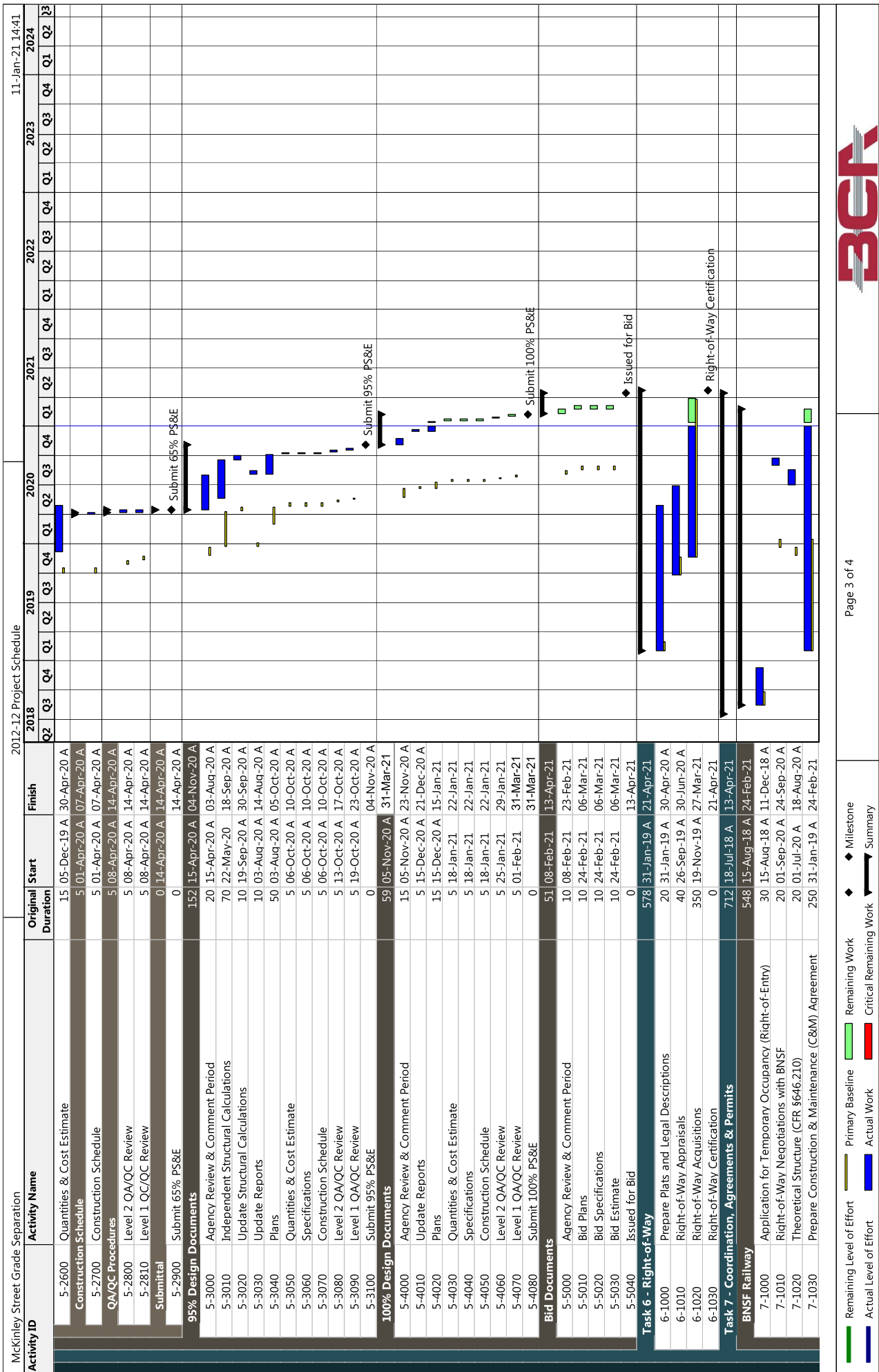
Date Received for filing at OPR: _____

ATTACHMENT “C”

Project Baseline Schedule







ATTACHMENT “D”

Estimate of Probable Costs



McKinley Street Grade Separation
City of Corona, CA
City of Corona Project No. 2012-12
95% Cost Estimate | Summary



No.	Description	Amount
CONSTRUCTION COSTS		
1	GENERAL ITEMS (INCLUDING MOBILIZATION)	\$5,300,000
2	ROADWAY / CIVIL	\$17,780,000
3	STRUCTURES	\$31,050,000
4	RAILROAD	\$700,000
	SUBTOTAL (CONSTRUCTION COSTS)	\$54,830,000
	CONTINGENCY (CONSTRUCTION COSTS) (10%)	\$5,483,000
	SUBTOTAL (CONSTRUCTION COSTS) (INCLUDING CONTINGENCIES)	\$60,313,000
THIRD-PARTY UTILITY RELOCATIONS		
5	AGENCY'S SHARE OF THIRD-PARTY UTILITY RELOCATIONS	\$1,500,000
	CONTINGENCY (THIRD-PARTY UTILITY COSTS) (25%)	\$375,000
	SUBTOTAL (THIRD-PARTY UTILITY COSTS) (INCLUDING CONTINGENCIES)	\$1,875,000
RIGHT-OF-WAY		
6	RIGHT-OF-WAY ACQUISITION	\$25,000,000
	SUBTOTAL (RIGHT-OF-WAY) (INCLUDING CONTINGENCIES)	\$25,000,000
	TOTAL CAPITAL OUTLAY COSTS	\$87,188,000
MISCELLANEOUS PROJECT COSTS		
7	ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES CONTRACT	\$12,877,000
8	RIGHT-OF-WAY APPRAISAL AND ACQUISITION SERVICES CONTRACT	\$1,220,735
9	CITY/CONSULTANT PROJECT MANAGEMENT & CONSTRUCTION MANAGEMENT COSTS	\$7,000,000
	SUBTOTAL (MISCELLANEOUS PROJECT COSTS)	\$21,097,735
	TOTAL SUPPORT COSTS	\$21,097,735
	TOTAL PROJECT COST	\$108,300,000

ATTACHMENT “E”

Riverside County Cooperative Agreement

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.35

(ID # 11564)

MEETING DATE:

Tuesday, January 28, 2020

FROM: TLMA-TRANSPORTATION:


SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

Approval of the Cooperative Agreement between the County of Riverside and the City of Corona and Adopt Resolution 2020-019 Delegating Authority to the City of Corona to Act as Lead Agency and Condemn Certain Properties within the County of Riverside for the Grade Separation Project at McKinley Street South of State Route 91. District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside and the City of Corona for Acquisition of Property Necessary to Construct the McKinley Street Grade Separation Project; and
2. Adopt Resolution No. 2020-019 A Resolution of the County of Riverside Board of Supervisors Agreeing to Jointly Exercise Powers of Eminent Domain, and Directing and Authorizing City of Corona, California to Act as Lead Agency and Condemn Certain Properties Within the County for The McKinley Street Grade Separation Project.

ACTION:Policy


Patricia Romo, Director of Transportation 1/16/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 28, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In March 2017, Senate Bill 132 (SB 132) allocated \$427 million for five major projects in Riverside County. The McKinley Grade Separation was one of those five projects and it received an allocation of \$84.45 million.

The City of Corona is the lead agency for the project which proposes to construct a new overhead grade separation at the BNSF Railway crossing near the McKinley Street intersection with Sampson Avenue in the City of Corona. The project limits generally extend along McKinley Street from the Magnolia Avenue intersection to the State Route 91 eastbound on/off-ramps. A portion of the project includes the following real property located within the County limits of the County of Riverside (County).

ID No.	APN(s)	Owner	Address	Impacts
MSGGS-07	115-300-026	Ewing Irrigation Products, Inc.	3940 McKinley St	Partial Acquisition
MSGGS-10	115-300-050	BPL	3848 McKinley St	Partial Acquisition
MSGGS-11	115-300-051	BPL / Atlantic Richfield	13191 Magnolia Ave	Partial Acquisition

The City has requested that the County authorize them to be the lead agency to acquire the property needed for the McKinley Street Grade Separation project. Resolution No. 2020-019, authorizes the City of Corona to act as lead agency, and condemn if necessary certain properties within the County for the McKinley Street Grade Separation project.

The Cooperative Agreement between the County and the City of Corona for acquisition of property necessary to complete the McKinley Street grade separation project, defines the terms and conditions whereby the City will design, acquire necessary property, and construct the project, and the County will review, inspect, and accept the improvements once complete. The City approved the Cooperative Agreement at their December 4, 2019 City Council meeting.

Impact on Residents and Businesses

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Completion of the proposed project will improve mobility and safety for the residents of the County of Riverside.

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Cooperative Agreement
Resolution No. 2020-019
Site Improvement Exhibit
Right-of-Way Exhibit



Jason Farin, Senior Management Analyst

1/22/2020



Gregory H. Priamos, Director County Counsel

1/21/2020

2
3 RESOLUTION NO. 2020-019

4 A RESOLUTION OF THE COUNTY OF RIVERSIDE BOARD OF SUPERVISORS AGREEING
5 TO JOINTLY EXERCISE POWERS OF EMINENT DOMAIN, AND DIRECTING AND
6 AUTHORIZING CITY OF CORONA, CALIFORNIA TO ACT AS LEAD AGENCY AND
7 CONDEMN CERTAIN PROPERTIES WITHIN THE COUNTY FOR THE MCKINLEY STREET
8 GRADE SEPARATION PROJECT

9
10 WHEREAS, the City of Corona has initiated and is proceeding with the McKinley Street Grade
11 Separation Project near State Route 91; and

12
13 WHEREAS, a portion of the Project includes real property located within the jurisdictional limits
14 of the County of Riverside; and

15
16 WHEREAS, public agencies may jointly exercise any power common to them pursuant to
17 Government Code section 6502 and California Code of Civil Procedure 1240.140; and

18
19 WHEREAS, California Code of Civil Procedure section 1240.140(b) provides that "[t]wo or more
20 public agencies may enter into an agreement for the joint exercise of their respective powers of eminent
21 domain, whether or not possessed in common, for the acquisition of property as a single parcel"; and

22
23 WHEREAS, the City and County are public agencies within the meaning of Government Code
24 section 6500 et seq. and possess the common power to acquire and construct real property and facilities
25 thereon for street and highway purposes; and

26
27 WHEREAS, the City has requested that the County authorize it to be lead agency to acquire
28 property needed to move forward with their McKinley Street Grade Separation project; and

1
2 WHEREAS, the County desires to consent to the acquisition by the City of any property interests
3 that are located within the County's jurisdiction and that are within the boundaries of the Project in
4 accordance with applicable law, including but not limited to, Government Code section 6502, Code of
5 Civil Procedure section 1240.140(b), and the Eminent Domain law (Code of Civil Procedure section
6 1230.010 et seq.);
7

8 NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Riverside
9 ("Board"), in regular session assembled on or after January 28, 2020, at or after 9:30 a.m. or
10 soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County
11 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board hereby agrees as follows:
12

- 13 1. The Recitals set forth above are incorporated hereby by this reference; and
- 14 2. The County expressly consents to the acquisition by purchase or eminent domain, if
15 necessary, by the City of Corona, of any property interests and right-of-way located within
16 the County's jurisdiction in connection with the McKinley Street Grade Separation
17 Project; and
- 18 3. Pursuant to Government Code section 6502 and Code of Civil Procedure section 1240.010,
19 the County expressly grants to the City the County's power of eminent domain to acquire
20 the necessary property interests and right-of-way located within the County's jurisdiction.
21 The City shall exercise the County's power of eminent domain in accordance with all
22 applicable laws, including but not limited to, Code of Civil Procedure section 1230.010 et
23 seq.;
- 24 4. The County further directs and authorizes the City to act as lead agency on behalf of the
25 County for purposes of land acquisition service and eminent domain, if necessary, in
26 connection with the McKinley Street Grade Separation Project.
27
28

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board authorizes the
2 Chairman of the Board of Supervisors to execute this Resolution as requested by the City of Corona and
3 direct the Clerk of the Board to attest to the Chairman's signature on this Resolution and certify to the
4 passage and adoption thereof.

6 BOARD OF SUPERVISORS OF THE COUNTY
7 OF RIVERSIDE, STATE OF CALIFORNIA

8 By: V. M. Perez

9 V. Manuel Perez

10 Chairman, Board of Supervisors

11
12 ATTEST

13 KECIA R. HARPER

14 CLERK OF THE BOARD

15
16 By: Kecia R. Harper

17 Deputy

18
19
20 ROLL CALL:

21 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
22 Nays: None
23 Absent: None

24 The foregoing is certified to be a true copy of a resolution duly
25 adopted by said Board of Supervisors on the date therein set forth.

26 Kecia R. Harper, Clerk of said Board

27 By: Kecia R. Harper

28 Deputy

01.28.2020 3.35

3

FORM APPROVED COUNTY COUNSEL

By: Kristine Bell-Valdez

KRISTINE BELL-VALDEZ

1/28/20 DATE

COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF CORONA
FOR ACQUISITION OF PROPERTY NECESSARY TO COMPLETE
THE MCKINLEY STREET GRADE SEPARATION PROJECT

THIS COOPERATIVE AGREEMENT FOR ACQUISITION OF PROPERTY NECESSARY TO COMPLETE THE MCKINLEY STREET GRADE SEPARATION PROJECT ("Agreement"), is made and entered into this 28th day of January, 2020, by and between the CITY OF CORONA, a public entity ("City"), and the County of Riverside ("County"). In this Agreement, the City and the County may each be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS:

WHEREAS, City has initiated and is proceeding with the McKinley Street Grade Separation Project ("Project"), as depicted and/or described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, a portion of the overall Project includes real property located within the County limits of County of Riverside (the "County Properties"), which are the subject of this Agreement, and are depicted and/or described on Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, both Parties acknowledge and agree that each Party has the broad power of eminent domain over any property within its jurisdiction necessary, incidental, or convenient to the exercise of its powers pursuant to relevant provisions of California law and/or California Government Code section 37350.5; and

WHEREAS, both Parties also acknowledge and agree that each Party has the specific power to improve pedestrian and vehicular traffic, separate grades of roadways and railways, and connect streets pursuant to California Government Code section 40401; and that each Party may use the power of eminent domain for accomplishing such actions pursuant to California Government Code sections 25350.5, 37350.5, and 40404; and

WHEREAS, both Parties further acknowledge and agree that the power of eminent domain also extends, in certain situations, to extraterritorial properties existing outside of a Party's immediate jurisdiction and that one Party may consent to the other Party's exercise of the power of eminent domain within the other Party's jurisdiction pursuant to California Code of Civil Procedure section 1240.050 and/or an agreement for a joint exercise of powers pursuant to California Code of Civil Procedure section 1240.140; and

WHEREAS, by way of this Agreement for joint exercise of powers, the City wishes to exercise its eminent domain powers to acquire the County Properties and the County wishes to consent to the City acting as the lead agency in the acquisition of the County Properties in connection with the Project; and

WHEREAS, the City and the County wish to define their responsibilities concerning the Project in general, and the County Properties in particular.

TERMS:

NOW, THEREFORE, based upon the foregoing Recitals, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree as follows:

1. The above Recitals are true and correct, and are incorporated fully herein by this reference.
2. The City shall advertise, award and fund the construction of the Project in accordance with the applicable law.
3. The City shall act as lead agency for all the design and construction phases of the Project and shall be responsible for funding the Project.
4. Specific to the fact that the County Properties and other portions of the Project are located within the County's jurisdiction, but that the Parties agree to the City acting as the lead agency for the Project and/or the County Properties, the County hereby consents to the City's exercise of the power of eminent domain and agrees to the joint exercise of powers as so required to complete the Project and/or the acquisition of the County Properties or to obtain the property necessary for the Project pursuant to the provisions of California law above. The City shall be responsible for ensuring its compliance with all applicable state and federal laws relating to its acquisition of any such property, as applicable, including, but not limited to: (i) California Constitution article I, § 19; (ii) the California Eminent Domain Law (Code Civ. Proc., § 1230.010 et seq.); (iii) the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (42 U.S.C. § 4601 et seq.); (iv) California relocation laws and any implementing regulations (including, but not limited to, Gov. Code, § 7260 et seq.); (v) general California eminent domain statutes (including, but not limited to, Gov. Code, §§ 37350.5 and 40401 et seq.); and (vi) any other applicable state and federal laws.
5. For the portion of the Project that lies outside the City and within the County, the City shall provide the County, at the County's request, with the opportunity to inspect the plans and work performed in the unincorporated County area for general conformity with the plans and specifications approved for the Project.
6. The County authorizes the City to, on its behalf, coordinate the relocation of all affected utility company facilities within the County limits in a timely manner.
7. The City and County shall extend cooperation to each other and proceed under this Agreement in good faith during all phases of the Project to facilitate timely completion of

of the Project is subject to the approval of the County, the County shall diligently pursue and provide such approval which shall not be unreasonably withheld.

8. The City shall notify the County of the official advertising dates, bid opening date, construction start date, and overall construction schedule. The City shall invite a representative from the County to attend pre-construction, Project status, and final walk through meetings. County shall have the right of inspection and final approval over the improvements within County jurisdiction.
9. County will accept ownership and responsibility for the Project improvements that are located within the jurisdictional limits of County provided that: (i) the Project is constructed in accordance with the approved plans; (ii) it has had the opportunity to inspect the construction; (ii) City has fully complied with this Agreement; and (iii) City obtains and conveys to County all necessary rights of way for such operation and maintenance.
10. The City shall provide the County final Record Drawings for the Project improvements located on the County Properties in pdf and/or digital format, within 90 calendar days of the Project completion and acceptance by the City and County.
11. The City shall record a Notice of Completion for the Project, and provide the County's Clerk with a certified copy of the recorded Notice of Completion. Upon receipt of such Notice of Completion, the County shall accept full maintenance and upkeep responsibilities for the Project improvements that are located within the County limits.
12. The City shall cause its contractor for the Project to warranty the Project improvements against defects in workmanship and materials for a minimum period of one (1) year from the date of acceptance of the Project improvements by the City. It is further agreed that the City shall assume the responsibility for causing the Project improvements to be restored to full compliance with the Plans and Specification, including any test requirements, for any portion of the Project improvements which during said one (1) year period are found by a competent authority not to conform with the Plans and Specification, to the extent such failure to conform results from negligent actions or willful misconduct of the City or its contractor. This warranty is in addition to any and all other warranties, expressed or implied, from the City contractors or material manufacturers with respect to the Project improvements. The warranty and obligations under this section shall in no way be relieved by the County's inspection and/or approval. This section sets forth the entire agreement of the City with respect to warranties for the Project improvements, but this section shall in no way limit any expressed or implied warranties of other persons with respect to the Project improvements.
13. The City hereby agrees to defend, indemnify and hold the County and its directors, officials, officers, agents and employees free and harmless from and against any and all claims,

demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising out of or incident to any negligence or willful misconduct of the City, its directors, officials, officers, agents and employees in performance of this Agreement, including the City's exercise of eminent domain and relocation obligations in the acquisition of any property necessary for the Project as more particularly set forth in section 4 of this Agreement, or the construction, use, maintenance, or operation of the Project improvements. The City shall defend, with counsel of the County's choosing and at the City's sole expense, any and all aforesaid suits, actions or proceedings, legal or affirmative, that may be brought or instituted against the County, its directors, officials, officers, agents or employees. The City shall pay and satisfy any such judgment, award or decree that may be rendered against the County, its directors, officials, officers, agents or employees. The City shall reimburse such parties for any and all legal expenses and costs incurred by one or all of them in connection with this Agreement or the indemnity herein provided. The City's obligation shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the County or its directors, officials, officers, agents or employees.

14. The County hereby agrees to defend, indemnify and hold the City and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising out of or incident to any negligence or willful misconduct of the County, its directors, officials, officers, agents and employees in performance of this Agreement or the construction, use, maintenance, or operation of the Project improvements; provided, however, that this indemnification by the County does not extend to any such claims, demands, causes of action, costs liabilities, expenses, losses, damages or injuries in connection with the City's exercise of eminent domain and relocation obligations in the acquisition of any property necessary for the Project. The County shall defend, with counsel of the City's choosing and at the County's sole expense, any and all aforesaid suits, actions or proceedings, legal or affirmative, that may be brought or instituted against the City, its directors, officials, officers, agents or employees. The County shall pay and satisfy any such judgment, award or decree that may be rendered against the City, its directors, officials, officers, agents or employees. The County shall reimburse such parties for any and all legal expenses and costs incurred by one or all of them in connection with this Agreement or the indemnity herein provided. The County's obligation shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City or its directors, officials, officers, agents or employees.
15. The City shall cause its contractors to obtain insurance coverage for the Project improvements sufficiently broad to insure the matters set forth in this Agreement, and shall include the County as an additional insured on all such insurance policies. As evidence of such insurance

coverage, the City shall, prior to commencement of construction of the Project improvements, provide the County with certificates of insurance and insurance endorsements in forms and in amounts that are acceptable to the County.

16. This Agreement shall, unless terminated earlier by either Party pursuant to this section, automatically terminate upon the date that the City provides the County with the recorded Notice of Completion.
17. This Agreement may be amended only by the signed mutual written consent of both Parties.
18. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.
19. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.
20. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.
21. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.
22. This Agreement is to be governed by the laws of the State of California. Venue for any actions brought pursuant to this Agreement shall be in Riverside County.
23. This Agreement contains the entire agreement of the Parties regarding the Project and all previous understandings, negotiations and agreements regarding the Project are integrated into and superseded by this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this COOPERATIVE AGREEMENT FOR ACQUISITION OF PROPERTY NECESSARY TO COMPLETE THE MCKINLEY STREET GRADE SEPARATION PROJECT to be executed on the day and year first written above.

County of Riverside

By: [Signature]
Director of Transportation

City of Corona

By: [Signature]
Jacob Ellis, City Manager

APPROVED AS TO FORM:

By: [Signature] Kristine Bell Valdez
for Gregory P. Priamos, County Counsel

APPROVED AS TO FORM:

By: [Signature]
Dean Derleth, City Attorney mc

ATTEST:

By: [Signature], Deputy
Clerk of the Board
County of Riverside

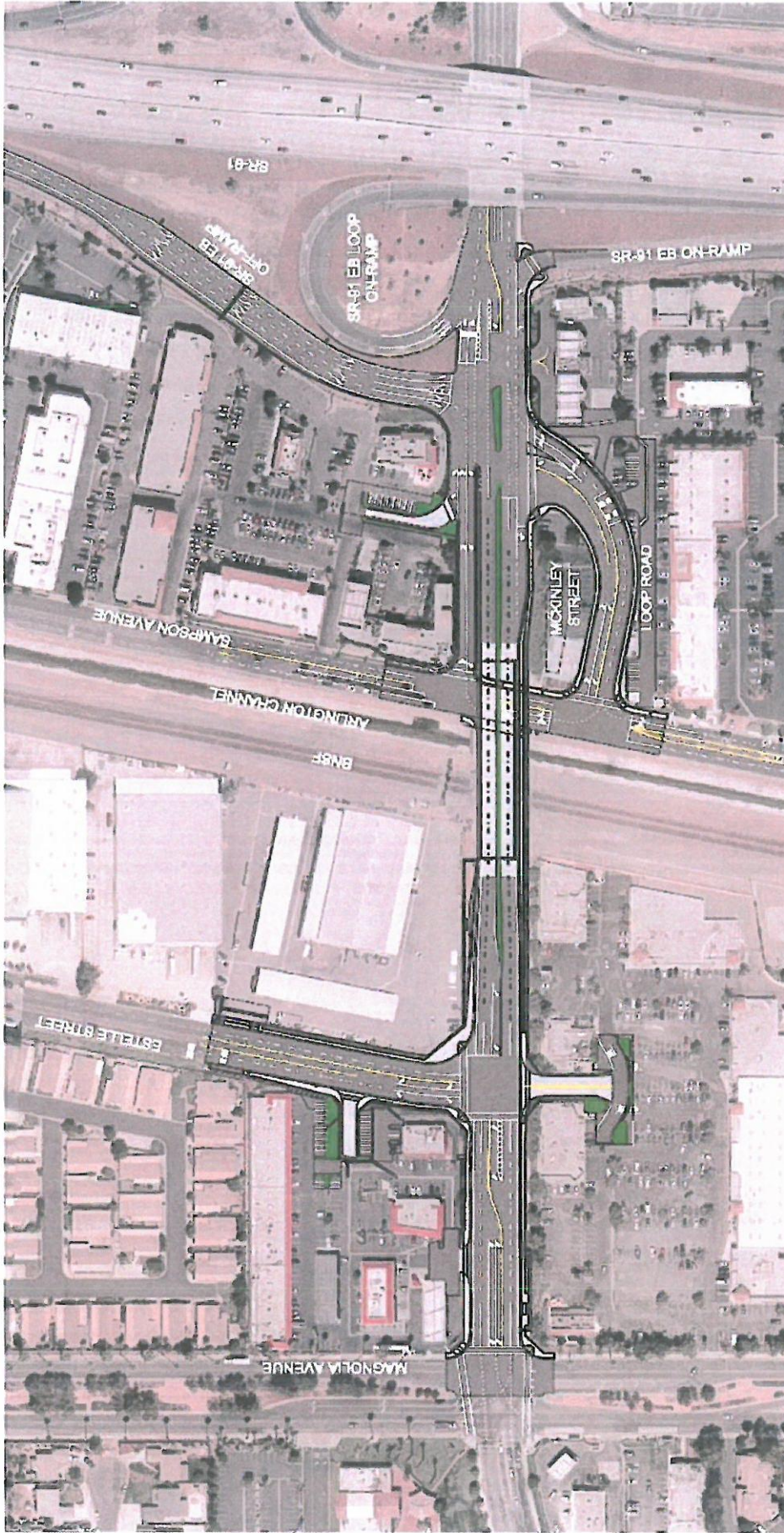
ATTEST:

By: [Signature]
City Clerk
City of Corona

EXHIBIT "A-1"
PROJECT

The McKinley Street Grade Separation Project (Project) is in the City of Corona and County of Riverside at the intersection of McKinley Street and BNSF Railway, south of State Route (SR) 91 and east of I-15. The Project proposes to construct a new overhead grade separation at the BNSF Railway double tracks (Crossing 002B-21.20) near the McKinley Street intersection with Sampson Avenue in the City of Corona (City). Limits of improvements along McKinley Street generally extend from the Magnolia Avenue intersection and terminate at State Route 91 eastbound on/off-ramps. The Project will consist of 4 lanes in the post construction condition, refer to Exhibit "A-2 for a pictorial of proposed improvements.

EXHIBIT "A-2"
PROJECT EXHIBIT



MCKINLEY STREET GRADE SEPARATION PROJECT
10/29/2019

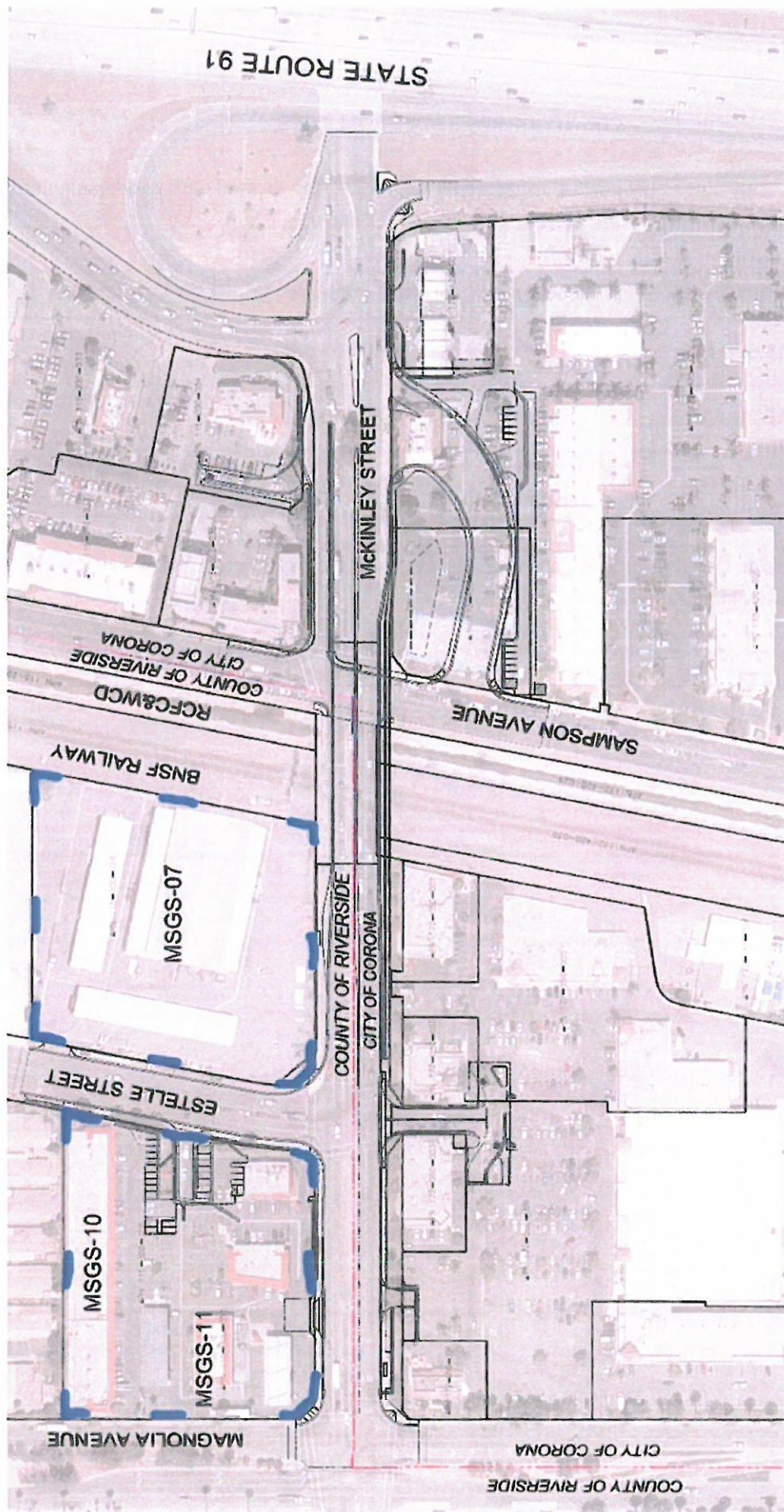
EXHIBIT "B-1"
COUNTY OF RIVERSIDE PROPERTIES

The following privately owned properties impacted by the Project are located within Riverside County jurisdictional limits and are illustrated in Exhibit "B-2" on the following page:

ID No.	APN(s)	Owner	Address	Impacts
MSG5-07	115-300-026	Ewing Irrigation Products, Inc.	3940 McKinley St	Partial Acquisition (R/W, Utility Easements, TCE)
MSG5-10	115-300-050	BPL	3848 McKinley St	Partial Acquisition (R/W, Utility Easements, TCE)
MSG5-11	115-300-051	BPL / Atlantic Richfield	13191 Magnolia Ave	Partial Acquisition (R/W, TCE)

The limits of Riverside County's jurisdiction generally are south of the Sampson Avenue centerline and west of McKinley Street centerline.

EXHIBIT "B-2"
COUNTY OF RIVERSIDE PROPERTY MAP



ATTACHMENT “F”

Right of Way Summary Matrix

Parcel Number	APN	Owner	Address	Fee Appraisal Status	Offer Status	Purchase / Sales Agreement OR Administrative Settlement Notes	Resolution of Necessity Hearing	Possession Hearing	Effective Possession Date	Relocation General Informational Note	Notice of Eligibility	Relocation Status	Comments
M5G501	172-420-001	Royal Ridge Investments (McKinley Shell)	175 N. McKinley Street	Complete - 2/14/20	Delivered - 3/24/20	No Counter Offers / No Administrative Settlements	7/15/2020	12/7/2020	3/5/21 (Date Certain)	N/A	N/A	No Relocation	No objection for possession from property owner/representation, working with ownership on compensation.
M5G502	172-420-002, 172-420-003, 172-420-005	CP Properties, LLC (Los Arcos Plaza, Denny's, Outback)	161 & 131 N. McKinley Street 2275 Sampson Avenue	Complete - 12/31/19	Delivered - 2/11/20	No Counter Offers / No Administrative Settlements	6/3/2020	12/22/2020	3/31/21 (Date Certain)	Denny's - 6/3/20 Outback - 6/5/20	Denny's - 6/8/20 Outback - 6/8/20	Denny's - Made Offer for Complete Buyout, no Relocation. Outback - Abandoned building 1/25/20 and in process of settling for Complete Buy Out	
M5G503A	115-290-033	ARC Cleland001, LLC (Faco Bell)	2193 Sampson Avenue	Complete - 4/2/20	Delivered - 4/7/20	City Council Approved Counter Offer, Finalizing Escrow	8/19/2020	N/A	3/31/21 (Date Certain)	N/A	N/A	No Relocation	Purchase and Sales Agreement delivered to Owner for Execution
M5G5-03B	115-290-044 & 045	Ewing Properties (Sampson Properties)	2187 Sampson Avenue	Complete - 4/2/20	Delivered - 4/7/20	No Counter Offers / No Administrative Settlements	8/19/2020	3/18/2021 (Date Certain)	4/30/21 (Date Certain)	N/A	N/A	No Relocation	No response from ownership or representation from hearing.
M5G504	115-290-034	Goodell Properties, LLC (Carls Jr)	2199 Sampson Avenue	Complete - 2/21/20	Delivered - 4/7/20	No Counter Offers / No Administrative Settlements	7/15/2020	12/10/2020	2/4/2021	N/A	N/A	No Relocation	No objection for possession from property owner/representation, working with ownership on compensation.
M5G505	115-290-035	SIRK Investments, LLC (Quickie's Car Wash)	2197 Sampson Avenue	Complete - 2/21/20	Delivered - 3/7/20	No Counter Offers / No Administrative Settlements	7/15/2020	12/14/2020	2/4/2021	N/A	N/A	No Relocation	No objection for possession from property owner/representation, working with ownership on compensation.
M5G507	115-300-026	Ewing Irrigation Products, INC. (Ewing)	3940 N. McKinley Street	Complete - 5/9/20	Delivered - 6/2/20	No Counter Offers / No Administrative Settlements	9/16/2020	3/15/2021 (Date Certain)	4/30/21 (Date Certain)	N/A	N/A	No Relocation	No objection for possession from property owner/representation, working with ownership on compensation.
M5G510/11	115-300-050, 115-300-051	BFLAtlantic Richfield (Poppye's / Retail Strip Center / Arcos)	13191 Magnolia Avenue	Complete - 7/8/20	Delivered - 7/7/20	No Counter Offers / No Administrative Settlements	10/21/2020	2/16/2021	3/16/2021	N/A	N/A	No Relocation	No objection for possession from property owner/representation, working with ownership on compensation.
M5G512	172-050-004	Ngoc Anh Thinh and Cong Khanh (N/A)	105 N. McKinley Street	Complete - 5/6/20	Delivered - 5/26/20	City Council Approved Counter Offer, Finalizing Escrow	8/19/2020	2/16/2021	3/31/21 (Date Certain)	N/A	N/A	No Relocation	
M5G513A	172-050-006	Carsten Co. RHI WWW (Food 4 Less Shopping Center)	109 N. McKinley Street	Complete - 4/2/20	Delivered - 4/7/20	No Counter Offers / No Administrative Settlements	8/19/2020	2/4/2021	3/21/21 (Date Certain)	N/A	N/A	No Relocation	No objection for possession from property owner/representation, working with ownership on compensation.
M5G513B-E	172-050-001, 172-050-002, 172-050-003, 172-050-005	DD&E (Kim Shopping Center)	125 N. McKinley Street	Complete - 4/28/20	Delivered - 6/2/20	No Counter Offers / No Administrative Settlements	9/16/2020	5/15/2021 (Date Certain)	6/15/21 (Date Certain)	N/A	N/A	No Relocation	
M5G514	172-050-009	Luis & Liliana Castro (Adult Day Care)	135 N. McKinley Street	Complete - 4/25/20	Delivered - 6/2/20	No Counter Offers / No Administrative Settlements	10/21/2020	(Date Certain)	4/30/21 (Date Certain)	N/A	N/A	No Relocation	
LANDSCAPE AND LOT OF TRACT MAP 23376		McKinley Street Partnership	No Address	Complete - 8/31/20	Delivered - 3/14/21	No Counter Offers / No Administrative Settlements	3/17/2021 (Date Certain)	5/15/2021 (Date Certain)	6/15/2021 (Date Certain)	N/A	N/A	No Relocation	Ownership is defunct corporation, do not anticipate any response/comments to RON or Possession Hearings.
BNSF		BNSF		Complete - 8/21/20	Not Required	Not Required	N/A	N/A	N/A	N/A	N/A	No Relocation	N/A
RCFC & WCD		RCFC & WCD		Not Required	Not Required	Not Required	N/A	N/A	N/A	N/A	N/A	No Relocation	Will have Encroachment Permit issued from RCFC by 3/31/2021

ATTACHMENT 2

CTC ALLOCATION

ATTACHMENT 2

State of California
DEPARTMENT OF TRANSPORTATION

California State Transportation Agency

MEMORANDUM

To: CHAIR AND COMMISSIONERS
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: October 13-14, 2021

From: STEVEN KECK, Chief Financial Officer

Reference Number: 2.5g.(9), Action Item

Prepared By: Keith Duncan, Chief
Division of Budgets

Subject: ALLOCATION FOR A LOCALLY-ADMINISTERED PROPOSITION 1B –
HIGHWAY RAILROAD CROSSING SAFETY ACCOUNT PROJECT
OFF THE STATE HIGHWAY SYSTEM
RESOLUTION GS1B-A-2122-01

ISSUE:

Should the California Transportation Commission (Commission) approve an allocation of \$2,876,960 for the locally-administered Proposition 1B (Prop 1B) – Highway Railroad Crossing Safety Account (HRCSA) McKinley Street Grade Separation project (PPNO 1272), off the State Highway System, in Riverside County?

RECOMMENDATION:

The California Department of Transportation recommends that the Commission approve an allocation of \$2,876,960 for the locally-administered Prop 1B – HRCSA McKinley Street Grade Separation project (PPNO 1272), off the State Highway System, in Riverside County.

BACKGROUND:

The attached vote list describes the locally-administered Prop 1B – HRCSA project totaling \$2,876,960. The local agency is ready to proceed with this project, and is requesting an allocation at this time, however, the allocation is contingent upon the approval of a budget revision by the Department of Finance.

“Provide a safe and reliable transportation network that serves all people and respects the environment.”

FINANCIAL RESOLUTION:

Resolved that \$2,876,960 be allocated from the Budget Act of 2020, Budget Act Item 2660-104-6063 for the locally-administered Prop 1B – HRCSA project described on the attached vote list.

Attachment

2.5 Highway Financial Matters

Project # Allocation Amount Recipient <u>RTPA/CTC</u> District-County	Project Title Location Project Description	PPNO Program/Year Phase Prgm'd Amount Project ID	Budget Year Item # Fund Type Program Code	Amount by Fund Type
2.5g.(9)	Locally-Administered Proposition 1B - HRCSA Project	Resolution GS1B-A-2122-01		
1 \$2,876,960 City of Corona <u>RCTC</u> 08-Riverside	McKinley Street Grade Separation. In Riverside County in the City of Corona on McKinley St from SR-91 to Magnolia Ave. Construct a new four-lane overhead grade separation. The new roadway will include a raised median, sidewalks, and ADA-compliant curb ramps. The project will construct a one-way ramp connecting southbound McKinley St. to Sampson Ave. and a new two-way loop road connecting McKinley St to Sampson Ave. The SR-91 eastbound off-ramp will be realigned and widened and the SR-91 eastbound loop on-ramp and eastbound slip on-ramp will be reconstructed. <u>Outputs</u> Roadway lane miles(s) - new At-Grade crossing(s) eliminated Sidewalk mile(s) Grade separation(s)/ rail crossing improvements Intersection/Signal improvement(s) (CEQA - CE, 01/24 2019) (Right of Way Certification: 09/02/21) (Proposition 1B HRCSA Programming Amendment under Resolution GS1B-P-2021-02; June 2021) Contributions from other sources: \$56,982,000) <u>ALLOCATION IS CONTINGENT UPON APPROVAL OF A BUDGET REVISION BY THE DEPARTMENT OF FINANCE</u>	08-1272 HRCSA/20-21 CONST \$2,876,960 0818000153 S	2020-21 104-6063 HRCSA 20.30.010.400	\$2,876,960
	<u>Unit</u> Miles SQFT Miles Each Each	<u>Total</u> 3.75 26,385 0.75 1 5		

ATTACHMENT 3 CONTRACTING CERTIFICATION

Public Contract Code sections 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo)
(<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

DARFUR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

OVERPASS AGREEMENT

BNSF File No. BF10016433
McKinley Street Overpass
U.S. D.O.T. No. 026519P
LS 7602
MP21.168
San Bernardino Subdivision

This Agreement ("**Agreement**"), is executed to be effective as of 6/24/2021 | 10:34:28 AM CDT ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"), and the CITY OF CORONA, a political subdivision of the State of California ("**Agency**").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the CITY OF CORONA, State of California;

WHEREAS, Agency desires to improve the existing McKinley Street at-grade crossing by constructing a new crossing at separated grades to be known as the McKinley Street Overpass, D.O.T. No. 026519P; and

WHEREAS, the existing McKinley Street at-grade crossing will be permanently closed, vacated and removed upon completion of construction and the placing in service of said overpass.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I) SCOPE OF WORK

1. The term "**Project**" as used herein includes any and all work related to the construction of the proposed McKinley Ave Overpass (hereinafter referred to as the "**Structure**"), more particularly described on the Exhibit A attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract

preparation. Additionally, temporary controls during construction must be in compliance with Section 8A-08, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

ARTICLE II) BNSF OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand **Five Hundred** and No/100 Dollars (\$**2,500**), together with the Temporary Construction License Fee in the sum of \$ One Hundred Forty Six Thousand Five Hundred Twenty-Eight and No/100 Dollars (\$**146,528.00**), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way described further on Exhibit A-1, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
- (a) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the Agency's use of the Structure;
- (b) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the Agency's use of the Structure; and
- (c) Require the Agency or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) 36 months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Structure for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon Agency's payment to BNSF of the additional sum of \$ Forty Five Thousand Five Hundred Seventeen and No/100 Dollars (\$45,517), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 16 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;

- (c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C;
- (d) Furnishing engineering and inspection as required in connection with the construction of the Project;
- (e) Providing a contract project coordinator, at Agency's expense, to serve as a project manager for the Project;
- (f) If required, removal of the existing McKinley Street at-grade crossing, including removal of the automatic warning devices, and obliteration of the crossing between the rails and two feet outside thereof; and
- (g) If required, construction of a temporary pedestrian at-grade crossing and installation of automatic warning devices, at Agency's expense.

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4. Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any, but are subject to any applicable limitations to the Agency's indemnity obligations provided in Article III, Section 16 below.

6. During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section. **For purposes of computing the time limits prescribed by Section 911.2 of the California Government Code for the presentment of a claim against the Agency the cause of action for failure to reimburse BNSF for the costs of the Railroad work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred and eighty (180) days of the date of the final invoice.**

ARTICLE III) AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

1. Agency must furnish to BNSF plans and specifications for the Project. One electronic set of said plans, together with one copy of calculations, and one copy of specifications in **English Units**, must be submitted to BNSF for acceptance prior to commencement of any construction. BNSF will give Agency final written acceptance of the plans and specifications. Upon BNSF's final written acceptance of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any acceptance of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any acceptance by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such acceptance by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. Agency must make any required application and obtain all required permits and approvals for the construction of the Project.
3. Agency must provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.
4. Agency must acquire all rights of way necessary for the construction of the Project.
5. Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project..
6. Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:
 - (c) Construction of the Structure;
 - (b) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - (c) Provide suitable drainage, both temporary and permanent;
 - (d) Installation of a gate in the fence along the boundary of BNSF's right of way in order to provide BNSF with permanent access for maintenance purposes;

- (e) Temporary Installation of K-Rail (Jersey) barriers and chain link fencing along McKinley Street between the tracks and the traveled roadways;
- (f) Construction and removal of a temporary pedestrian roadway detour crossing of the tracks, including chain link fence;
- (g) Provide appropriate pedestrian control during construction;
- (h) Installation and maintenance of an 8-ft. high fence and/or concrete combination (throw fence) on the outside barrier of the Structure;
- (i) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

7. Agency must apply and maintain said D.O.T. Crossing number 026519P, and the Public Utility Commission Crossing number 002B-21.20 in a conspicuous location on the Structure.

8. Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

9. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFContractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

10. Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

11. Agency or its contractor(s) must submit one (1) electronic copy of plans (including one set of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Field Representative for acceptance. The shoring, falsework or cribbing used by Agency's contractor shall comply with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. If necessary, Agency must submit for acceptance one (1) electronic copy of a professionally engineered demolition plan, as set forth in Exhibit F – BNSF Process Requirements, with applicable calculations to BNSF's Field Representative.

12. Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:

- (a) The Provider is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Provider will be responsible for contacting BNSF's Engineering Representative, BNSF's Signal Representative, and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Provider must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Provider must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) The Provider will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Provider must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
- (c) Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative to stop construction at no cost to the Agency or BNSF until these items are completed.

- (d) In addition to the liability terms contained elsewhere in this Agreement, the Provider hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Provider, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Provider, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY PROVIDER WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

13. Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C, Exhibit C-1, and Exhibit F attached hereto and by reference made a part hereof.

14. Except as otherwise provided below in this Section 13, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

- (d) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (e) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's acceptance;
- (f) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and

- (g) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's representative four (4) weeks advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- (h) The plans and specifications for the Project must be in compliance with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F, attached to this Agreement and incorporated herein.

15. Agency must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager of Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16. **TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING,**

WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

17. Agency must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

18. Agency must perform all necessary work to obtain the permanent closure and vacation of McKinley Street across BNSF's right-of-way and must barricade the road approaches prior to completion of the Project. BNSF will cooperate with Agency to achieve the closure and vacation of McKinley Street and will remove the crossing surface within its right-of-way.

ARTICLE IV) JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's written acceptance prior to the commencement of any such changes or modifications from the Manager of Public Projects.

2. The work hereunder must be done in accordance with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F and the detailed plans and specifications approved by BNSF.

3. Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

5. Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify for appropriate corrective action.

6. BNSF will contribute a not to exceed amount of Three Million and Eight Hundred and Ten Thousand and No/100 Dollars \$3,810,000 (**hereinafter referred to as "BNSF's Share"**) towards the total actual costs of the Project. BNSF's Share will be based on the costs for preliminary engineering, right-of-way and construction within the following limits;

- (a) Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency; and
- (b) Where another facility, such as a highway or waterway, requiring a bridge structure is located within the limits of a grade separation project, the estimated cost of a theoretical structure and approaches as described in 23 CFR 646.210(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or other highway.

Additionally, local and state funds will be used in the construction of the Project. The total actual cost of construction for the Project is presently estimated to be \$111,000,000 more particularly described (together with BNSF's Share) on Exhibit G attached hereto and incorporated herein.

7. Pursuant to this section and Article II, Section 6 herein, Agency must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes), less BNSF's Share as set forth in Article IV, Section 6 herein. BNSF's Share must be paid upon completion of the Project.

In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorneys fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorneys fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

8. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

9. The parties mutually agree that neither construction activities for the Project, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

10. Subject to the restrictions imposed by Article IV, Section 9 above, the construction of the Project will not commence until Agency gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference D.O.T. Crossing No. 026519P and must state the time that construction activities will begin.

11. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and Agency agree to the following terms upon completion of construction of the Project:

- (a) Agency will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify Agency prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify Agency at its earliest opportunity. Agency must fully

reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection

- (b) Agency must, at Agency's sole cost and expense, keep the Structure painted and free from graffiti.
- (c) Agency must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.
- (d) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- (e) Agency must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.
- (f) If Agency (including its contractors and agents) or BNSF, on behalf of Agency, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then Agency or its contractors and/or agents must procure and maintain the following insurance coverage, which may be changed from time to time:

Railroad Protective Liability insurance naming only **BNSF** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment

- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to **BNSF** prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

As used in this paragraph, "**BNSF**" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, Agency may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to Agency or its contractors. The limits of coverage are the same as above.

12. Agency hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from Agency property to BNSF tracks for maintenance purposes.

13. Agency must provide one set of as built plans (prepared in **English Units**) to BNSF, as well as one set of computer diskettes containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

14. Subject to the restrictions imposed by Article IV, Section 9 above and in accordance with the requirements of Article III, Section 9 above, Agency must notify and obtain prior authorization

from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

15. In the event that BNSF shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its expense, have full right to make such changes or additions, provided such changes or additions do not change or alter the Structure herein proposed to be constructed and provided further, however, that should it become necessary or desirable in the future to change, alter, widen or reconstruct the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by the alteration of the Structure shall be the sole responsibility of Agency.

16. Agency may, at Agency's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must receive BNSF's prior written acceptance as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure will be covered by a Commission Order.

17. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of California and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

18. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

19. In the event construction of the Project does not commence within 36 months of the Effective Date, this Agreement will become null and void.

20. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

21. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

22. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

23. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF:

BNSF's Manager of Public Projects

Agency:

City of Corona, Public Works Director
/ City Engineer


Savat Khamphou

400 S. Vicentia Avenue

Corona, CA 92882

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By:  DocuSigned by:
EB0A272010FE44B...

Printed Name: John Cech

Title: Vice President - Engineering

WITNESS:

 DocuSigned by:
3CDF5D5C49A34A2...

AGENCY

CITY OF CORONA

By:  DocuSigned by:
CB312E179B8E405...

Printed Name: Savat Khamphou

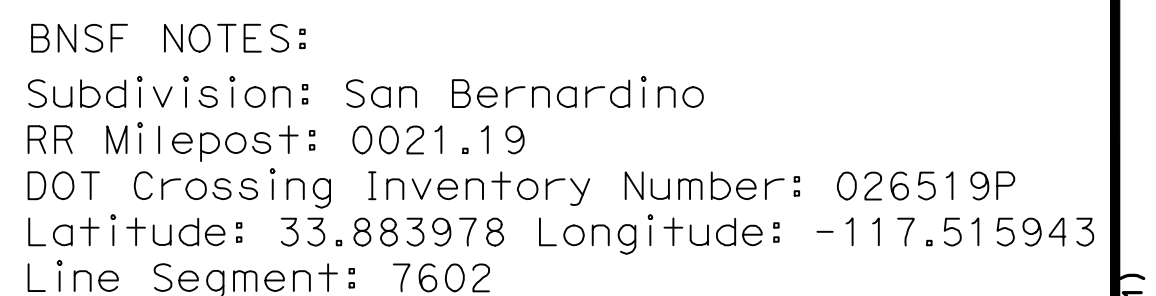
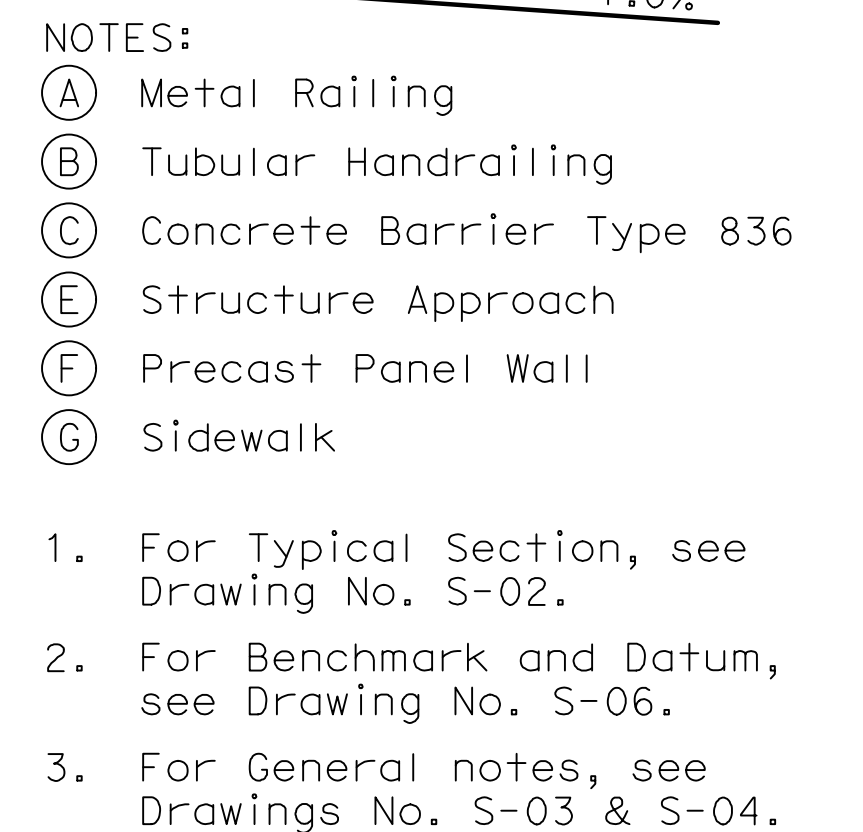
Title: Acting Public Works Director/City Engineer



WITNESS:

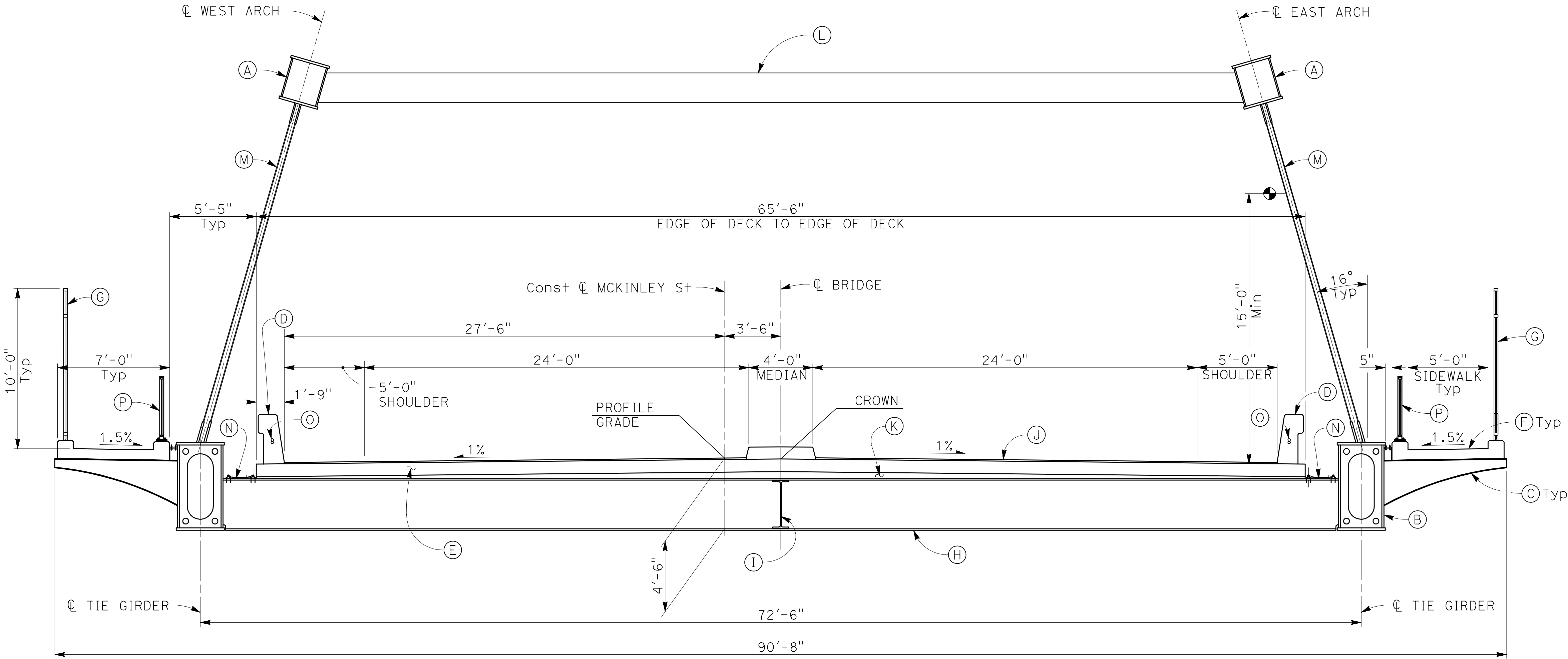
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Exhibit A
To Overpass Agreement

Project Description



<div>BIGGS CARDOSA ASSOCIATES INC</div> <div>BCA</div> <div>STRUCTURAL ENGINEERS</div> <div>500 So. Main St, Suite 400 Orange, California 92668 714-550-4885</div>	Designed by AJE	Drawn by SMH	Checked by JCC	Date	By	REVISIONS	App'd	BASIS OF BEARINGS THIS PROJECT IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD. (1991.35 EPOCH), GPS DERIVED.	BENCH MARK ELEVATIONS ARE BASED ON THE CITY OF CORONA BENCHMARK #C-113, A 2 1/2" BRASS DISK STAMPED "C-113", SET IN THE TOP OF CURB, LOCATED 5' NORTH OF THE BCR OF THE NORTHWESTERLY CURB OF THE INTERSECTION OF SAMPSON AVE AND MCKINLEY ST. ELEVATION = 670.387 FEET (NGVD29)	Approved By:  3/2/2021 Savat Khamphou Acting Public Works Director / City Engineer R.C.E. No. 62019	CITY OF CORONA MCKINLEY STREET GRADE SEPARATION	Dwg ID 19-042S S-01	Sh of
	PLANS PREPARED UNDER SUPERVISION OF  MICHAEL THOMAS Date 3/2/2021 R.C.E. No. 54676									GENERAL PLAN No. 1			



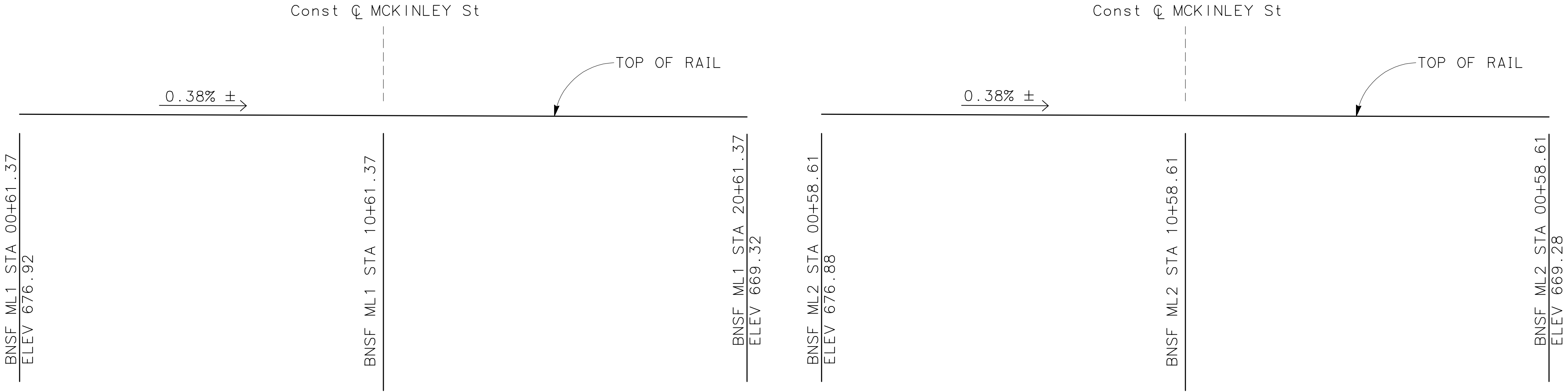
- LEGEND:
- (A) Arch rib
 - (B) Tie girder
 - (C) Sidewalk overhang bracket
 - (D) Concrete barrier type 836
 - (E) CIP concrete deck
 - (F) CIP concrete sidewalk
 - (G) Metal railing
 - (H) Transverse floorbeam
 - (I) Longitudinal diaphragm
 - (J) 1" Polyster concrete overlay
 - (K) CIP concrete haunch
 - (L) Arch rib bracing
 - (M) Cable hanger
 - (N) Steel mesh protection
 - (O) 2-2" Dia electric conduits
 - (P) Picket railing
 - Point of min vert clearance

TYPICAL SECTION

1/4" = 1'-0"

NOTE:
THE BRIDGE IS SYMMETRICAL
ABOUT THE \varnothing BRIDGE.

- NOTES:
- Transverse floorbeams shall be oriented normal to the profile grade line.
 - For cable hanger details, see Drawing No. S-32.
 - For tie girder details, see Drawing No. S-24.
 - For arch rib details, see Drawing No. S-16.
 - For arch rib lateral bracing details, see Drawing No. S-23.
 - For floorbeam details, see Drawing No. S-40.
 - For longitudinal diaphragm details, see Drawing No. S-48.
 - For sidewalk overhang bracket details, see Drawing No. S-47.
 - For deck slab details, see Drawing No. S-50.
 - For metal railing details, see Drawing No. S-65.
 - For steel mesh protection details, see Drawing No. S-68 & S-69.
 - For picket railing details, see Drawing No. S-67.



RAILROAD PROFILE GRADE DIAGRAM

NO SCALE



BNSF SUBMITTAL - NOT FOR CONSTRUCTION (03/2/2021)

BIGGS CARDOSA ASSOCIATES INC
BCA
STRUCTURAL ENGINEERS

500 So. Main St, Suite 400
Orange, California 92668
714-550-4665

Designed by
AJE

Drawn by
SMH

Checked by
JCC

PLANS PREPARED UNDER SUPERVISION OF
MICHAEL THOMAS
Date 3/2/2021 R.C.E. No. S4676

Date	By	REVISIONS	App'd

BASIS OF BEARINGS
THIS PROJECT IS BASED ON
THE CALIFORNIA COORDINATE
SYSTEM (CCS83), ZONE VI,
1983 NAD, (1991.35 EPOCH),
GPS DERIVED.

BENCH MARK
ELEVATIONS ARE BASED ON THE CITY OF CORONA BENCHMARK
#C-113, A 2 1/2" BRASS DISK STAMPED "C-113", SET IN THE TOP OF
CURB, LOCATED 5' NORTH OF THE BOR OF THE NORTH-WESTERLY
CURB OF THE INTERSECTION OF SAMPSON AVE AND MCKINLEY ST.
ELEVATION = 670.387 FEET (NGVD29)

Approved By: *Savath Khamphou* 3/2/2021
Savath Khamphou Date
Acting Public Works Director / City Engineer
R.C.E. No. 62019

CITY OF CORONA MCKINLEY STREET GRADE SEPARATION
GENERAL PLAN No. 2

Dwg ID 19-042S
S-02
Sh of

2018243 (2018243502)

**EASEMENT AGREEMENT
FOR MCKINLEY STREET OVERPASS
(C&M Agreement)**

THIS EASEMENT AGREEMENT FOR CONSTRUCTING A NEW SEPARATED GRADE CROSSING AT McKinley Street ("**Easement Agreement**") is made and entered into as of the _____ day of _____ 2021 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and the **CITY OF CORONA**, a political subdivision of the State of California ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Corona, County of Riverside, State of California, at Railroad Line Segment 7602-1, Mile Post 21.14, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 Term of Easement. The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 3 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Improvements. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said

work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized

to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2501 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Real Estate, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of California without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

ADMINISTRATIVE FEE

15. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of **\$2,500.00** over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

The **CITY OF CORONA**,
a political subdivision of the State of California

By: _____
Name: _____
Title: _____

EXHIBIT “B”

MEMORANDUM OF EASEMENT

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 2021, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and the CITY OF CORONA, a political subdivision of the State of California ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Riverside County, California, as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 2021 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ (name) as _____ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

Notary Public

My appointment expires: _____

(Seal)

GRANTEE:

The **CITY OF CORONA**,

a political subdivision of the State of California

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20__, by _____ (name) as
_____, (title) of _____, a
_____.

Notary Public

My appointment expires: _____

(Seal)

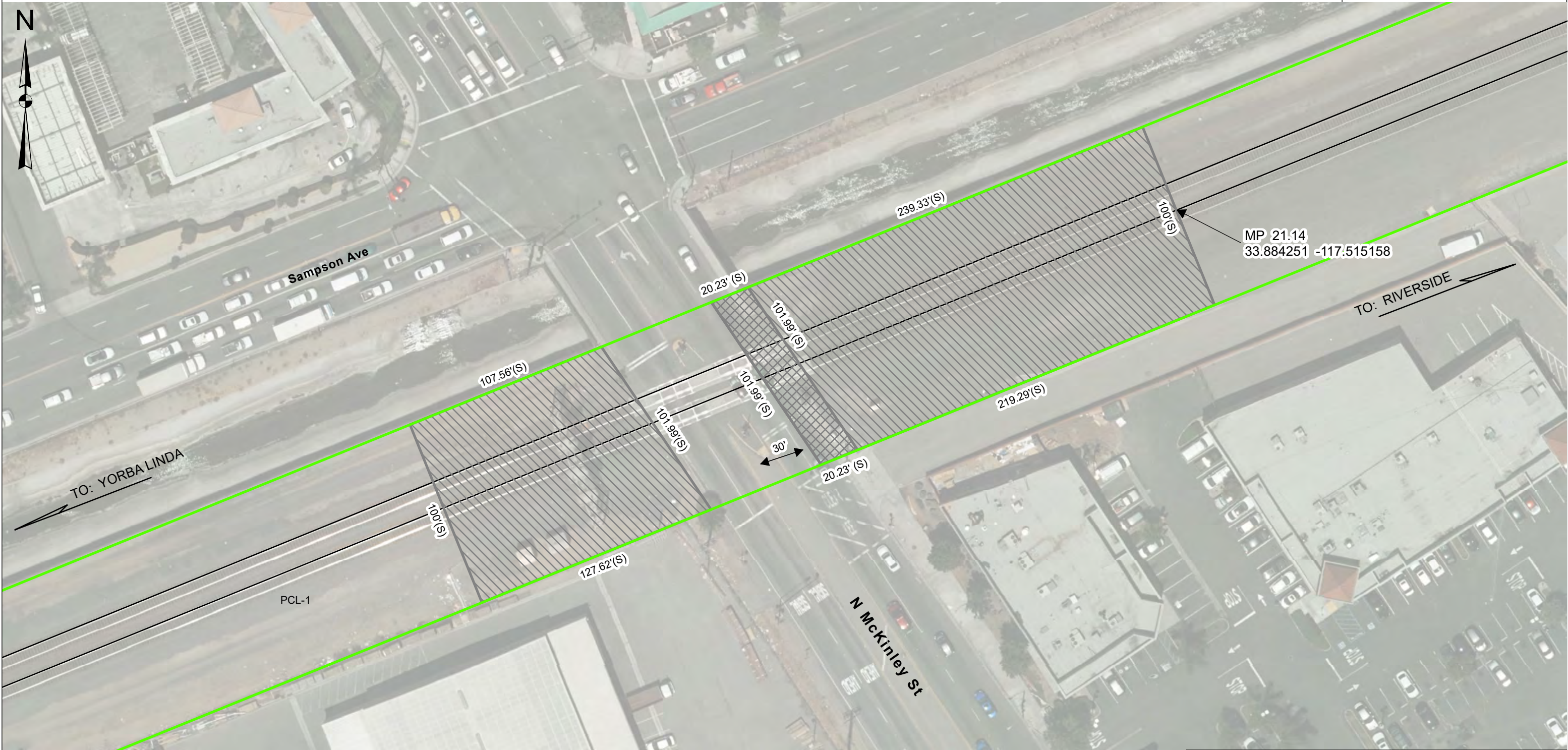
EXHIBIT "A"

Premises

SCALE: 1 IN = 50 FT

JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. =
R/W =

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



TO: MCKINLEY GS
AT: CORONA
RIVERSIDE COUNTY,
CA

- LEGEND:**
- PERMANENT EASEMENT
 - TEMPORARY EASEMENT
 - RIGHT OF WAY LINE
 - PARCEL LINES
 - TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION - L.S. 7602-1
VAL.SEC. 48060
AT&SF RY CA-11, MAP CA-11
SEC. -, T-, R- SBM
DATE: 6/14/2021
MP 21.14

EXHIBIT "B-1"
To Overpass Agreement
Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this ____ day of _____, 20____, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and _____, a _____ ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "**Grantor**" and "**Grantee**" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in _____ County, _____ as described on **Exhibit "A-1"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____

Name: _____

Title: _____

GRANTEE:

By: _____

Name: _____

Title: _____

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____(name) as _____(title) of BNSF RAILWAY COMPANY, a Delaware corporation.

Notary Public

(Seal)

My appointment expires:_____

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ____ day of _____, 20__, by
_____(name) as _____(title) of
_____, a _____.

Notary Public

(Seal)

My appointment expires:_____

EXHIBIT "C"

To Overpass Agreement

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of the McKinley Street Grade Separation Project.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to **Rosa Martinez** at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Savat Khamphou
Public Works Director / City Engineer
400 S. Vicentia Avenue
Corona, CA 92882
951-279-3604
Savat.Khamphou@CoronaCA.gov

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify the City of Corona at (751) 736-2266 and Railway's Manager Public Projects, telephone number (909) 386-4474 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor

must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Division Engineer _____ at (_____) _____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the City of Corona and must not be undertaken until approved in writing by the Railway, and until the City of Corona has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for

protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by the City of Corona for acceptance before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion a) to be on Railroad's

property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.everifile.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster (telephone _____)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by the City of Corona. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
 - **1.05.03d** The average train traffic on this route is 39 freight trains per 24-hour period at a timetable speed 60 MPH and 21 passenger trains at a timetable speed of 60 MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker

Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately:
(a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery;
(b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C) ☐ Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety sensitive (F) ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H) ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

 (Name)

 (Employee No.)

 (Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM
 DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St:	_____	2. Date:	_____	Time:	_____
County:	_____	3. Temperature:	_____	4. Weather:	_____
(if non BNSF location)					
Mile Post / Line Segment: _____					
5. Driver's License No (and state) or other ID:			SSN (required): _____		
6. Name (last, first, mi): _____					
7. Address:		City:	St:	Zip:	
_____		_____	_____	_____	
8. Date of Birth:		and/or Age:		Gender:	
_____		_____		_____	
		(if available)			
Phone Number:		Employer:			
_____		_____			
9. Injury:		10. Body Part:			
_____		_____			
(i.e., Laceration, etc.)		(i.e., Hand, etc.)			
11. Description of Accident (To include location, action, result, etc.):					

12. Treatment:					
<input type="checkbox"/> First Aid Only					
<input type="checkbox"/> Required Medical Treatment					
<input type="checkbox"/> Other Medical Treatment					

13. Dr. Name:			Date:		
_____			_____		
14. Dr. Address:					
Street:		City:	St:	Zip:	
_____		_____	_____	_____	
15. Hospital Name:					

16. Hospital Address:					
Street:		City:	St:	Zip:	
_____		_____	_____	_____	
17. Diagnosis:					

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS
AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**

EXHIBIT "C-1"
To Overpass Agreement
Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

Railway File: _____

Agency Project: **McKinley Street Grade Separation Project**

<%Contractor.LegalName%> (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 201____, with the City of Corona for the performance of certain work in connection with the following project: **BF10016433**. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for the City of Corona (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE,**

CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

A. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement

to Property” shall be endorsed to read: “means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured’ care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway’s Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor’s care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor’s insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

o be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean “Burlington Northern Santa Fe LLC”, “BNSF Railway Company” and the subsidiaries, successors, assigns and affiliates of each.

4) **SALES AND OTHER TAXES**

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway (“Sales Taxes”), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway’s own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway’s sole cost and expense, contest in Contractor’s own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be

1) **EXHIBIT “C” CONTRACTOR REQUIREMENTS**

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit “C” attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/fags/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

2) **TRAIN DELAY**

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time

er will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative **Four (4)** weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.



Contractor name

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____

Manager Public Projects

Title: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

XHIBIT D
To Overpass Agreement

Cost Estimates for Railroad Work

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF CORONA

RFA 5927421

LOCATION MAY	DETAILS OF ESTIMATE	PLAN ITEM : 236631000	VERSION : 2
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PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP, CAS DIV, SAN BERNARDINO SUB, LS 7602, MP 21 TO 21.5, DOT# 026519P, 5% BNSF CONTRIBUTION - TRACK - CROSSING INSTALLATION; INSTALL TEMP CROSSING. 100 FT ACROSS BOTH MAINS. 100% BILLABLE TO CITY OF CORONA.

REQUESTED BY ALTAGRACIA CESAIRE ON 3/11/21.
PRIMARY FUNDING SOURCE IS STATE

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

LABOR - OTHER R.O.W. EXPENDITURE - CAP	75.0	MH	2,416	
PLACE CROSS TIES - CAP	12.0	MH	387	
PLACE CROSS TIES - CAP	64.0	MH	2,058	
PLACE FIELD WELDS - CAP	128.0	MH	4,391	
REMOVE PUBLIC CROSSING	200.0	MH	6,443	
REPLACE PUBLIC CROSSING - TOTAL REHAB	200.0	MH	6,443	
REPLACE TRACK PANELS - CAP	32.0	MH	1,031	
SURFACE TRACK - REPLACEMENT - CAP	48.0	MH	1,596	
UNLOAD BALLAST - REPLACEMENT - CAP	4.0	MH	133	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	100.0	MH	3,222	
UNLOAD TRACK PANELS - REPLACEMENT	19.0	MH	609	
PAYROLL ASSOCIATED COSTS			18,774	
DA OVERHEADS			31,174	
EQUIPMENT EXPENSES			14,892	
INSURANCE EXPENSES			5,022	
TOTAL LABOR COST			98,591	98,591

MATERIAL				

BALLAST, FOR GENERIC USE ONLY	320.0	NT **	3,373	
CLIP PANDROL PR601A F/PNDRL SHLDRS 1321, 6575, 5274	100.0	EA **	309	
PNL TRK, 40FT,136SC,8FT 6IN,PNDRL,WOOD	8.0	EA **	44,920	
RAIL, TRANSN,BE,40 FT,136 - 1/4 WORN 132	8.0	EA	7,224	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	450.0	EA **	923	
TIE GRADE 5,PRE-PLATED,PANDROL,6IN, ROUND HOLE	25.0	EA	2,950	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	16.0	KT **	1,200	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES **	200.0	FT **	33,372	
CONCRETE XING RAMP AND PANEL RESTRAINT,	2.0	ST **	639	
MATERIAL HANDLING			4,742	
ONLINE TRANSPORTATION			5,010	
USE TAX			8,666	
OFFLINE TRANSPORTATION			1,113	
TOTAL MATERIAL COST			114,441	114,441

OTHER				

EQUIPMENT RENTAL	1.0	LS	25,000	
EQUIPMENT RENTAL	1.6	DAY	6,160	
TOTAL OTHER ITEMS COST			31,160	31,160
PROJECT SUBTOTAL				244,192
CONTINGENCIES				32,094
BILL PREPARATION FEE				2,763
GROSS PROJECT COST				279,049
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				279,049

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF CORONA

RFA 5927321

LOCATION MAY	DETAILS OF ESTIMATE	PLAN ITEM : 236630000	VERSION : 1
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PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP, CAS DIV, SAN BERNARDINO SUB, LS 7602, MP 21 TO 21.5, DOT# 026519P, 5% BNSF CONTRIBUTION - TRACK - CROSSING REMOVAL, REMOVE EXISTING AT GRADE CROSSING AT MCKINLEY ST. 100% BILLABLE TO CITY OF CORONA.

REQUESTED BY ALTAGRACIA CESAIRE ON 3/11/21.
PRIMARY FUNDING SOURCE IS STATE

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

PLACE FIELD WELDS - CAP	256.0	MH	10,976	
REMOVE PUBLIC CROSSING	640.0	MH	25,771	
REPLACE TRACK PANELS - CAP	64.0	MH	2,577	
SURFACE TRACK - REPLACEMENT - CAP	96.0	MH	3,989	
UNLOAD BALLAST - REPLACEMENT - CAP	8.0	MH	331	
UNLOAD TRACK PANELS - REPLACEMENT	38.0	MH	1,522	
PAYROLL ASSOCIATED COSTS			29,522	
DA OVERHEADS			49,016	
EQUIPMENT EXPENSES			23,420	
INSURANCE EXPENSES			7,900	
TOTAL LABOR COST			155,024	155,024

MATERIAL				

BALLAST, FOR GENERIC USE ONLY	320.0	NT **	3,373	
PNL TRK, 40FT,136SC,8FT 6IN,PNDRL,WOOD	8.0	EA **	44,920	
RAIL, TRANSN,BE,40 FT,136 - 1/4 WORN 132	8.0	EA	7,224	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	16.0	KT **	1,200	
MATERIAL HANDLING			2,835	
ONLINE TRANSPORTATION			4,960	
USE TAX			5,179	
OFFLINE TRANSPORTATION			671	
TOTAL MATERIAL COST			70,362	70,362

OTHER				

EQUIPMENT RENTAL	1.0	LS	25,000	
EQUIPMENT RENTAL	1.6	DAY	6,160	
TOTAL OTHER ITEMS COST			31,160	31,160
PROJECT SUBTOTAL				256,546
CONTINGENCIES				23,411
BILL PREPARATION FEE				2,800
GROSS PROJECT COST				282,757
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				282,757

Exhibit E
To Overpass Agreement

Do Not Use

EXHIBIT F

To Overpass Agreement

Grade Separations

(FOR USE IN ANY C&M AGREEMENT FOR CONSTRUCTION OF AN OVERPASS OR AN UNDERPASS INITIATED BY A PUBLIC AGENCY)

BNSF PROCESS REQUIREMENTS FOR DESIGN & CONSTRUCTION OF GRADE SEPARATION PROJECTS BY A PUBLIC AGENCY ON BNSF RIGHT OF WAY, WHICH IMPACT BNSF PROPERTY OR OPERATIONS

1.01 General:

- 1.01.01 The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of the McKinley Street Grade Separation.
- 1.01.02 Definitions:
 - **Operationally Critical, (OC):** defined as Work that requires a submittal and acceptance by BNSF, which impacts, or could impact BNSF operations, on BNSF right-of-way or adjacent to it.
 - **Acceptance:** BNSF's response to plan submittals indicating a notice to proceed with work in the field; **Disclaimer for Acceptance:** ***BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.**
 - **Inspector/Coordinator, (I/C):** A third party consultant which BNSF hires to assist in the coordination of the project on BNSF's behalf. When referenced, "I/C" refers to the I/C team consisting of I/C-I, I/C-II, and the Resident Engineer (RE). The I/C team's role is to ensure the project is constructed per accepted* plans and specifications for that portion of the project on BNSF right of way, as it affects BNSF. The I/C will monitor construction activities to ensure that improvements used by BNSF meet all requirements of BNSF, and accommodate railroad operations.
- 1.01.03 The following submittals and actions are required by BNSF prior to Operationally Critical, (OC) Work being performed on BNSF property or above tracks being operated by BNSF Railway:

2.01 Submittals and Actions Required During the Project Design Phase:

- 2.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF.
- 2.01.02 Required Design Submittals: (Allow for 4 weeks for BNSF to review design submittals)

designing a grade separation which will impact BNSF Railway. Agency will be required to submit plans for BNSF review and comment. Plans shall not be labeled “final” until all comments have been addressed and BNSF has accepted* the plans.

Examples of required design submittals may be, but are not limited to:

Concept, vertical profile of Top of Rail, 30% plans and final plans

The following submittals will require a Professional Engineer, (PE) stamp:

Overpass design

Underpass design

Hydraulic study

Any non-standard design of a structure which will carry train loading

Work covered by a submittal shall not be performed in field without receiving Acceptance from BNSF.

Work windows will not exceed 6 hours, so project should be designed accordingly.

The following Disclaimer applies to BNSF acceptance of Agency design plans:

**BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.*

3.01 Submittals and Actions Required During the Construction Phase:

- 3.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF. **BNSF will NOT accept submittals directly from the Agency's Contractor.**
- 3.01.02 BNSF will hire a consultant team to perform the duties of an Inspector/Coordinator, (I/C) on behalf of BNSF for the duration of the field construction of the project. The cost of the I/C will be reimbursable to BNSF by the Agency or their Contractor.

BNSF requires the I/C team be involved in the project throughout the construction phase to represent BNSF.

...r's employee from BNSF property if that employee fails to comply with the BNSF safety policy, does not have proper PPE or otherwise ignores instructions regarding work on BNSF right-of-way. The I/C has authority to shut down work on BNSF right-of-way if the contractor works in a manner that is in violation of BNSF's safety policy or FRA regulations.

Anytime instructions to the contractor by BNSF or the I/C are not complied with, the project may be shut down. All equipment and personnel will be removed from BNSF property until issues causing the shutdown are resolved to BNSF's satisfaction.

- 3.01.03 Agency must hold a pre-construction meeting with contractor and BNSF prior to work beginning on BNSF property.

The Pre-Construction meeting shall not be held until 30 days after I/C has been selected – this allows time for the I/C to become familiar with the project.

Recommend scheduling two weeks prior to construction commencing to allow for adjustment to work plans, if needed.

- 3.01.04 Required Construction Submittals: : (Allow for 4 weeks for BNSF to review submittals)

All submittals should flow from the Contractor to the Agency, to the I/C Consultant, to the BNSF Project Engineer, (PE), and to BNSF Structures with responses back through the same communication chain. **BNSF will not accept submittals directly from the Contractor.**

Any changes to the work governed by a submittal requires that the submittal be re-accepted* by BNSF before the work commences.

Examples of construction submittals required include but are not limited to:

Contractors Safety Action Plan, Fire Prevention Plan, Proposed Project Schedule, Demolition, Shoring, Falsework and Lifting of Materials.

The following submittals will require a Professional Engineer, (PE) stamp:

Critical Pick Plan (75% of capacity of crane, or multi-crane pick)

Lifted Material Plan (Placement or Removal) – When lift is within temporary construction clearances and when list is within 25' of the centerline of the nearest track

Demolition Plan

Bracing Design Plan (non-standard only per DOT)

For overpasses, Agency shall submit as-built plans of the structure, including final clearance dimensions to the I/C. Vertical clearance must be measured from the Top of Rail, horizontal clearance must be measured from the nearest track centerline.

OPERATIONALLY CRITICAL WORK AND SUBMITTALS: (4 to 6 weeks review timeline) All OC work requires a submittal and acceptance* by BNSF.

- Operationally Critical (OC) submittals are those that have the potential to affect the safe operation of trains and will need to be reviewed carefully. Work must be monitored to ensure it conforms to the submitted/accepted* plan.
 - In-person safety review meetings will be required with BNSF representative, I/C, Contractor and Agency representative for all OC work and must be documented. The purpose of the meeting is to ensure all parties understand BNSF requirements and are following the applicable submittals. When a track work window is required the meeting shall occur at least 48 hours in advance of work starting.
 - **Submittals must meet the requirements of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects. Submittals must also follow the requirements outlined in BNSF Review Comment Sheets, Use of Cranes & Lifting of Materials Submittal Schedule, BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan and the BNSF-UPRR Guidelines for Temporary Shoring. Some submittals are required to be sealed by a licensed professional engineer.**
- a. See Table 3-1 for Overhead Structures in UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
 - b. See Table 3-2 for Underpass Structures UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
 - c. Examples of OC submittals included in the above are:
 - i. Shoring (Follow BNSF-UPRR Guidelines for Temporary Shoring)
 - ii. Falsework
 - iii. Demolition (Need plans for substructure and superstructure. Follow BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan)
 - iv. Erection (overhead and underpass structures)
 - v. Construction Phasing Plans
 - d. Additional OC submittals required, but not included in the Guidelines are:
 - i. All work plans that remove tracks from service (track outage windows require a detailed Gantt chart when greater than 2 hours)
 - ii. Contingency plans
 - iii. Additional OC submittals may be required on a project by project basis.

For underpasses and other railroad bridges, as required in Sections 4.11 and 4.12 of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects, a RE will be on site full-time during construction, at

, as accepted by BNSF, an I/C-I or I/C-II maybe assigned for field duties where the work is not critical to ensuring the bridge is built to accepted project plans and specification.

- BNSF requires temporary and new track and railroad bridges be inspected by an FRA qualified BNSF employee prior to being placed into service. Two week advanced notice to BNSF structures department is required. For underpasses, all pile driving records are to be provided within 3-days of driving to the BNSF PE.
- Agency shall submit an as-built survey of shoo-fly final alignments. Alignments must conform to BNSF Shoo-fly procedures.

- 3.01.05 Prior to any work commencing on BNSF right of way:

Contractors C/C-1 or Right of Entry must be fully executed and their insurance must be approved before they can perform work on BNSF property.

Proof of Contractors insurance approval must be produced to the BNSF PE and the I/C.

- 3.01.06 Contractor must adhere to all other BNSF policies and procedures not specifically mentioned in this agreement.

Exhibit G
To Overpass Agreement

McKinley Street Grade Separation Project

Estimated Total Project Cost

CONSTRUCTION

Civil Items:	\$24,400,000
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Structure Items:	\$26,700,000
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Railroad Items:	\$1,718,858
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Construction Support:	\$11,000,000
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RIGHT-OF-WAY

ROW Acquisition:	\$25,000,000
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ROW Utilities:	\$2,850,000
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ROW Support:	\$1,400,000
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DESIGN:	\$10,900,000
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OTHER PROJECT SUPPORT:	\$7,031,142
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TOTAL PROJECT COST	\$111,000,000
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CITY OF CORONA

COOPERATIVE AGREEMENT

FOR UTILITY FACILITY MODIFICATIONS

(CITY OF CORONA -MCKINLEY STREET GRADE SEPARATION)

WITH WESTERN MUNICIPAL WATER DISTRICT AND

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY

1. PARTIES AND DATE.

This Cooperative Agreement for Utility Facility Modifications (“Agreement”) is made and entered into as of this 7th day of July, 2021 (“Effective Date”) by and between the City of Corona, a California municipal corporation organized under the laws of the State of California with its principal address located at 400 S. Vicentia Avenue, Corona California 92882 (“Corona”); the Western Riverside County Regional Wastewater Authority (“WRCRWA”) a joint powers agency organized under the laws of the State of California, and Western Municipal Water District (“WMWD”), a municipal water district organized under the laws of the State of California. Corona, WRCRWA and WMWD are sometimes individually referred to as “Party” and collectively as “Parties” throughout this agreement.

WRCRWA and WMWD have entered into an agreement, dated September 16, 1998, whereby WMWD is responsible for the general administration, management, operation and maintenance of WRCRWA and its facilities. Therefore, for the purposes of this Agreement, the principal address for both WRCRWA and WMWD shall be located at 14205 Meridian Parkway, Riverside, California 92518 and the same individual shall be the project manager for both WRCRWA and WMWD. In the event of any change in the operation of WRCRWA and/or its facilities or project manager, written notice of any such changes shall be provided as set forth in this Agreement. Notwithstanding the above-mentioned 1998 agreement, WRCRWA and WMWD are separate parties to this Agreement with separate rights, obligations, and facilities as set forth herein.

2. RECITALS.

2.1 McKinley Grade Separation Project. Corona intends to construct a new four-lane overhead grade separation at the McKinley Street/BNSF Railway double tracks, south of the intersection with Sampson Avenue, in the City of Corona, as more particularly depicted in **Exhibit “A”** attached hereto and incorporated herein by reference (“the Project”). The southern limits of the Project commence at Magnolia Avenue and terminate to the north at the State Route 91. The Project also includes a portion of Estelle Street immediately to the west of the McKinley Street intersection.

2.2 WRCRWA And WMWD Facilities. Pursuant to existing rights of way, WRCRWA owns and operates certain facilities located within McKinley Street as depicted in

Exhibit “B” attached hereto and incorporated herein by reference (“WRCRWA Facilities”). In addition, pursuant to existing rights of way, WMWD owns and operates certain facilities located within McKinley Street as depicted in Exhibit “B” (“WMWD Facilities”).

2.3 Relocations Required By The Project. Due to the change in elevations anticipated along McKinley Street as a result of the Project, the WRCRWA and WMWD Facilities will require potential adjustments, replacements, and relocations to new locations as depicted in Exhibit “B.” The WRCRWA and WMWD Facilities within the Project limits are lawfully maintained in the present locations pursuant to statutory franchise rights including, by way of example, the statutory franchise right set forth in Water Code Section 71695. Said statutory franchise rights also apply to the new locations of the WRCRWA and WMWD Facilities as a result of the adjustments, replacements and relocations contemplated under this Agreement. Based on the rights, obligations, and history of the installation of the current WRCRWA and WMWD Facilities in McKinley Street, WRCRWA and WMWD are obligated to remove or relocate the WRCRWA and WMWD Facilities at WRCRWA’s and WMWD’s expense as necessary for the Project.

2.3 Cooperation; Facility Modifications. Corona and WRCRWA and WMWD desire to cooperate with each other in the design, construction and inspection of the adjustments and relocations to WRCRWA and WMWD Facilities necessary due to the change of grade needed for the Project (“Facility Modifications”). The purpose of this Agreement is to memorialize the mutual understandings by and between Corona, WRCRWA and WMWD with respect to the design, construction, inspection, and funding for the Facility Modifications.

3. TERMS AND CONDITIONS.

3.1 Corona Obligations.

3.1.1 Plans, Specifications and Estimates. Corona shall prepare, or cause to be prepared the necessary Plans, Specifications and Estimates (“PS&E”) for the Facility Modifications in accordance with all applicable city, county and state standards and requirements. Corona shall prepare the PS&E such that the Facility Modifications do not conflict or interfere with the Project. Corona shall submit the PS&E to WRCRWA and WMWD for its review and approval prior to commencement of any advertisement to contractors for construction of the Facility Modifications. Said submittal by Corona shall include submitting the PS&E to the consultant retained by WRCRWA and WMWD, Kimley-Horn, which has been retained to design the necessary improvements to the existing WRCRWA and WMWD Facilities. Corona shall include the approved and signed PS&E as a part of the Corona construction contract for the Project.

3.1.2 Lead Agency. Corona shall be the lead agency for the design and construction of the Facility Modifications. Corona shall prepare and obtain necessary environmental clearance in accordance with the California Environmental Quality Act, advertise and obtain all design and construction bids, award all contracts, and administer all contracts, including inspection through completion of the Facility Modifications. Corona shall furnish or

have furnished all equipment, tools, materials, labor and engineering services necessary to fully and adequately design and complete the Facility Modifications.

3.1.3 Construction of Facility Modifications. In accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, Corona shall advertise, competitively bid, and award a public works construction contract for the Facility Modifications as part of the Project construction. There will not be a separate advertisement, competitive bid, or award of a public works contract for the Facility Modifications. Corona shall administer the Project construction contract and shall ensure that the Facility Modifications are completed in accordance with the approved PS&E and all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations. If, during the course of construction and installation of any of the Facility Modifications, it is determined by Corona, WMWD or WRCRWA that the public interest requires alterations in any of the Facility Modifications, the Party making the determination shall immediately notify the other Parties of said changes prior to implementation of such alterations.

3.1.4 Encroachment Permits. Corona shall acquire necessary encroachment permits for the Facility Modifications as part of the construction of the Project. Facility Modifications will be done by the Project contractor through a no fee encroachment permit.

3.1.5 Contractor Obligations. Corona shall require the contractor for the Facility Modifications to: a) comply with the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq.; b) provide and maintain adequate liability insurance for the Project which includes Facility Modifications; c) name WMWD, its directors, officials, officers, employees, volunteers and agents as additional insured with respect to the Facility Modifications performed by or on behalf of the contractor; and d) indemnify and hold harmless WMWD its directors, officials, officers, employees, volunteers and agents 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 the Facility Modifications.

3.1.6 Inspection. Corona shall have the right to be present during any inspections of the Facility Modifications.

3.2 WRCRWA Obligations.

3.2.1 Review of PS&E. Upon receipt of the PS&E for the WRCRWA Facility Modifications, WRCRWA shall promptly review the PS&E, and shall not unreasonably withhold approval as part of their review.

3.2.2 WRCRWA Inspection Personnel. Corona shall provide a minimum of forty-eight (48) hours advanced notice to WRCRWA prior to conducting any inspections of the WRCRWA Facility Modifications. WRCRWA shall ensure that its inspection personnel have appropriate personal protection equipment and abide by the Project's Safety, Health, and Environmental Plans ("SHEP").

3.2.3 Payment of Total Construction Costs of Facility Modifications. WRCRWA agrees to pay one hundred percent (100%) of the Total Construction Costs as defined in Bid Items, to construct the WRCRWA Facility Modifications. An additional 10 percent (10%) may apply in the event of the change or unforeseen field conditions during construction that resulted in a cost increase above the lowest responsible bid contact price for the construction of the WRCRWA Facility Modifications. No such additional amount shall be incurred without the prior written consent of WRCRWA, which consent shall not be unreasonably delayed or denied. For purposes of this Agreement, the term “Total Construction Costs” shall mean all labor, materials, tools, equipment, services and incidental and customary work necessary to plan, engineer, design, permit, bid, and construct the WRCRWA Facility Modifications, including without limitation, all costs and expenses for the following: engineering, legal, and other consultant services throughout the pre-construction and construction phases; bid preparation and administration services; soil, project and other inspection and testing services; construction and project management services; and all other construction and project close-out activities. The Total Construction Costs for the construction of the WRCRWA Facility Modifications is currently estimated to be one million, one hundred and twenty thousand Dollars (\$1,120,000.00) as is more particularly described in **Exhibit “C”** attached hereto and incorporated herein by reference (“WRCRWA Facility Modifications Estimated Costs”).

3.2.3.1 Upon WRCRWA’s acceptance of the WRCRWA Facility Modifications for ownership, operation and maintenance, Corona will provide WRCRWA with a reproducible duplicate set of “record drawings” for the modified facilities.

3.2.3.2 Total Costs. Upon completion of the WRCRWA Facility Modifications and acceptance by WRCRWA, Corona shall prepare a final written accounting of the Total Costs for the construction cost of the WRCRWA Facility Modifications. WRCRWA shall pay Corona within thirty (30) days of receipt of an invoice detailing the Total Costs and any amounts due and payable to Corona.

3.3 WMWD Obligations.

3.3.1 Review of PS&E. Upon receipt of the PS&E for the WMWD Facility Modifications, WMWD shall promptly review the PS&E, and shall not unreasonably withhold approval as part of their review.

3.3.2 WMWD Inspection Personnel. Corona shall provide a minimum of forty-eight (48) hours advanced notice to WMWD prior to conducting any inspections of the WMWD Facility Modifications. WMWD shall ensure that its inspection personnel have appropriate personal protection equipment and abide by the Project’s SHEP.

3.3.3 Payment of Total Construction Costs of Facility Modifications. WMWD agrees to pay one hundred percent (100%) of the Total Construction Costs, as defined in Bid Items, to construct the WMWD Facility Modifications. An additional 10 percent (10%) may apply in the event of the change or unforeseen field conditions during construction that resulted in a cost increase above the lowest responsible bid contact price for the construction of the WMWD Facility

Modifications. No such additional amount shall be incurred without the prior written consent of WMWD, which consent shall not be unreasonably delayed or denied. The Total Construction Costs for the construction of the WMWD Facility Modifications is currently estimated to be three hundred, forty five thousand Dollars (\$345,000.00) as is more particularly described in **Exhibit “C”** (“Estimated Costs”).

3.3.3.1 Upon WMWD’s acceptance of the WMWD Facility Modifications for ownership, operation and maintenance, Corona will provide WMWD with a reproducible duplicate set of “record drawings” for the modified facilities.

3.3.3.2 Total Costs. Upon completion of the WMWD Facility Modifications and acceptance by WMWD, Corona shall prepare a final written accounting of the Total Costs for the construction cost of the WMWD Modifications. WMWD shall pay Corona within thirty (30) days of receipt of an invoice detailing the Total Costs and any amounts due and payable to Corona.

3.4 Termination. As to WRCRWA, this Agreement shall terminate upon final completion and acceptance by WRCRWA of the WRCRWA Facility Modifications, and payment by WRCRWA to Corona of all amounts owed to Corona under this Agreement. As to WMWD, this Agreement shall terminate upon final completion and acceptance by WMWD of the WMWD Facility Modifications, and payment by WMWD to Corona of all amounts owed to Corona under this Agreement.

3.5 Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

City of Corona:	Western Riverside County Regional Wastewater Authority:	Western Municipal Water District
City of Corona 400 S. Vicentia Ave. Corona, CA 92882	Western Riverside County Regional Wastewater Authority 14205 Meridian Parkway, Riverside, CA. 92518	Western Municipal Water District 14205 Meridian Pkwy, Riverside, CA 92518
Attention: Peter Ramey, PE City Project Manager Email: Peter.Ramey@CoronaCA.gov	Attention: Zuzanna Rand, P.E., M.S. Title Project Manager Email: zrand@wmwd.com	Attention: Zuzanna Rand, P.E., M.S. Title Project Manager Email: zrand@wmwd.com

Such notice may be provided by personal delivery, by first class mail, by express delivery or by email transmission. Notice shall be deemed to made as follows: (A) when personally delivered, upon actual delivery; (B) when mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage prepaid; (C) when sent by express delivery, upon delivery as documented by the delivery service; and (D) when sent via facsimile transmission, upon actual delivery as

documented by any verifiable facsimile transmission record. Facsimile transmissions shall be followed by first class delivery along with a copy of the facsimile transmission record. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6 Cooperation and 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.

3.7 Attorneys' Fees. If any Party commences an action against another 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 attorneys' fees and all other costs of such action.

3.8 Indemnification. Each Party shall indemnify and hold the other Party and its officials, officers, employees and agents free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of the indemnifying Party or its officials, officers, employees and agents related to the performance of this Agreement or the completion or maintenance of the Facility Modifications or the Project, including attorneys' fees and other related costs and expenses; provided, however, that employees of any Party shall not be deemed to be agents of any other Party for purposes of this Section. Notwithstanding the foregoing, the indemnifying Party shall not settle any lawsuit with respect to the other Party to this Agreement without such Party's consent, which consent shall not be unreasonably withheld.

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

3.10 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any cause of action arising under this Agreement shall be in Riverside County.

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

3.12 Assignment or Transfer No Party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.13 Construction, References and 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 any Party shall include all officials, officers, employees and agents of that Party, except as otherwise specified in this Agreement. The caption of the various sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

3.15 No Third-Party Beneficiaries. There are no third-party beneficiaries of any right or obligation assumed by the Parties.

3.16 Invalidity and 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. In addition, if any portion of this Agreement is declared to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal counsel for the Parties to this Agreement, the Parties shall use their reasonable best efforts to amend this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment cannot be made in a manner which preserves all essential parts of the consideration for any Party, such Party may terminate this Agreement as soon as is reasonably practicable or as required by law.

3.17 Authority to Execute Agreement. Each Party warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party also 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 hereto.

3.18 Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original.

CORONA'S SIGNATURE PAGE FOR
CITY OF CORONA
COOPERATIVE AGREEMENT
FOR UTILITY FACILITY MODIFICATIONS
(CITY OF CORONA – MCKINLEY STREET MCKINLEY GRADE SEPARATION)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

CITY OF CORONA,
a California municipal corporation

By: Sk Jacob Ellis
Jacob Ellis
City Manager

Attest:

Sylvia Edwards
Sylvia Edwards
City Clerk

Approved as to form:

Mc Dean Derleth
Dean Derleth
City Attorney

**WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY'S
SIGNATURE PAGE FOR**

**CITY OF CORONA
COOPERATIVE AGREEMENT
FOR UTILITY FACILITY MODIFICATIONS
(CITY OF CORONA – MCKINLEY STREET GRADE SEPARATION)**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

Western Riverside County Regional Wastewater Authority,
a joint powers agency organized under the laws of the State of California,

by: *Gary L. Miller*

Administrator

Attest:

Tina Barber
Tina Barber
Board Secretary

WESTERN MUNICIPAL WATER DISTRICT'S SIGNATURE PAGE FOR
CITY OF CORONA
COOPERATIVE AGREEMENT
FOR UTILITY FACILITY MODIFICATIONS
(CITY OF CORONA – MCKINLEY STREET GRADE SEPARATION)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

Western Municipal Water District,
a municipal water district organized under the laws of the State of California

by *Craig Miller*

Craig Miller
General Manager

Attest:

Tammi Ford

Tammi Ford
Board Secretary

EXHIBIT A

MCKINLEY STREET GRADE SEPARATION PROJECT

SEE ATTACHED ONE (1) PAGE

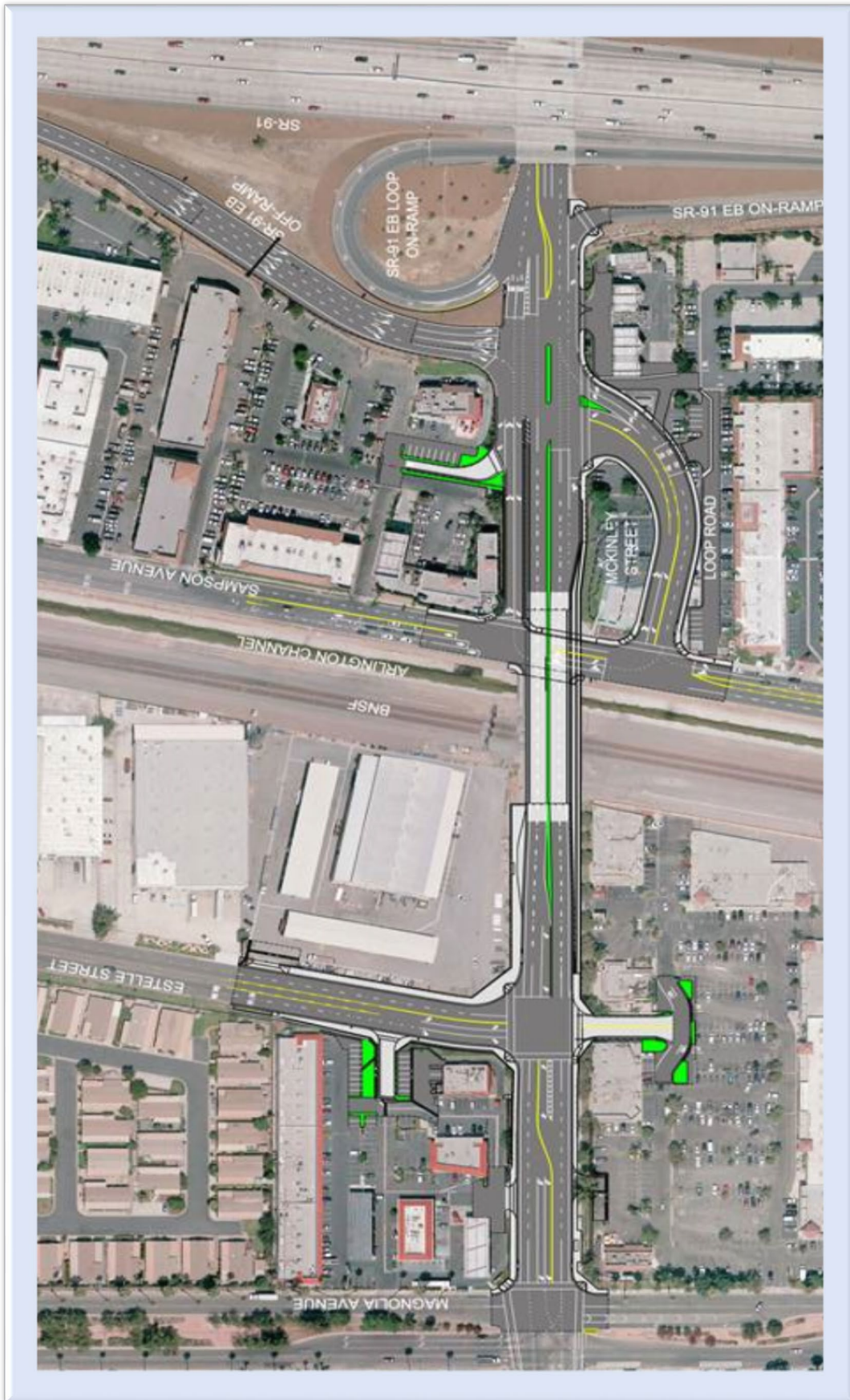


EXHIBIT B

WRCRWA & WMWD FACILITIES

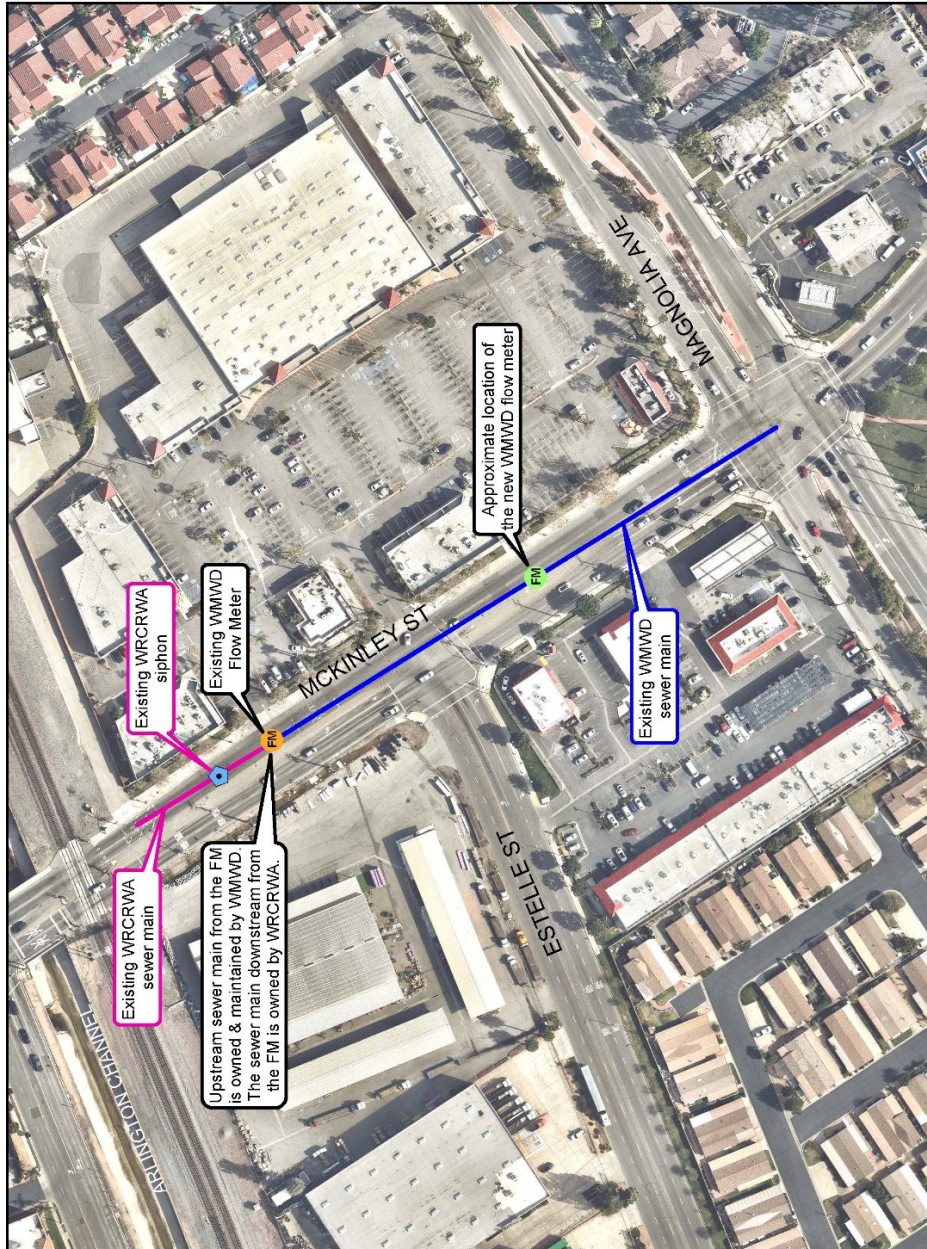
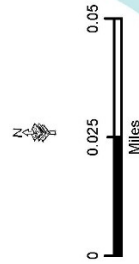
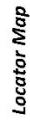
SEE ATTACHED THREE (3) PAGES

- 1. MCKINLEY STREET SEWER FACILITIES**
- 2. WRCRWA & WMWD EXISTING SEWER FACILITIES**
- 3. WRCRWA & WMWD PROPOSED SEWER FACILITIES**

McKinley St Grade Separation Project

WMWD & WRCRWA EXISTING FACILITIES EXHIBIT

- WMWD Sewer Main
- WRCRWA Sewer Main
- RM WMWD Flow Meter
- RM New WMWD Flow Meter
- WRCRWA Siphon



Date Saved: 5/6/2021 10:55:19 AM
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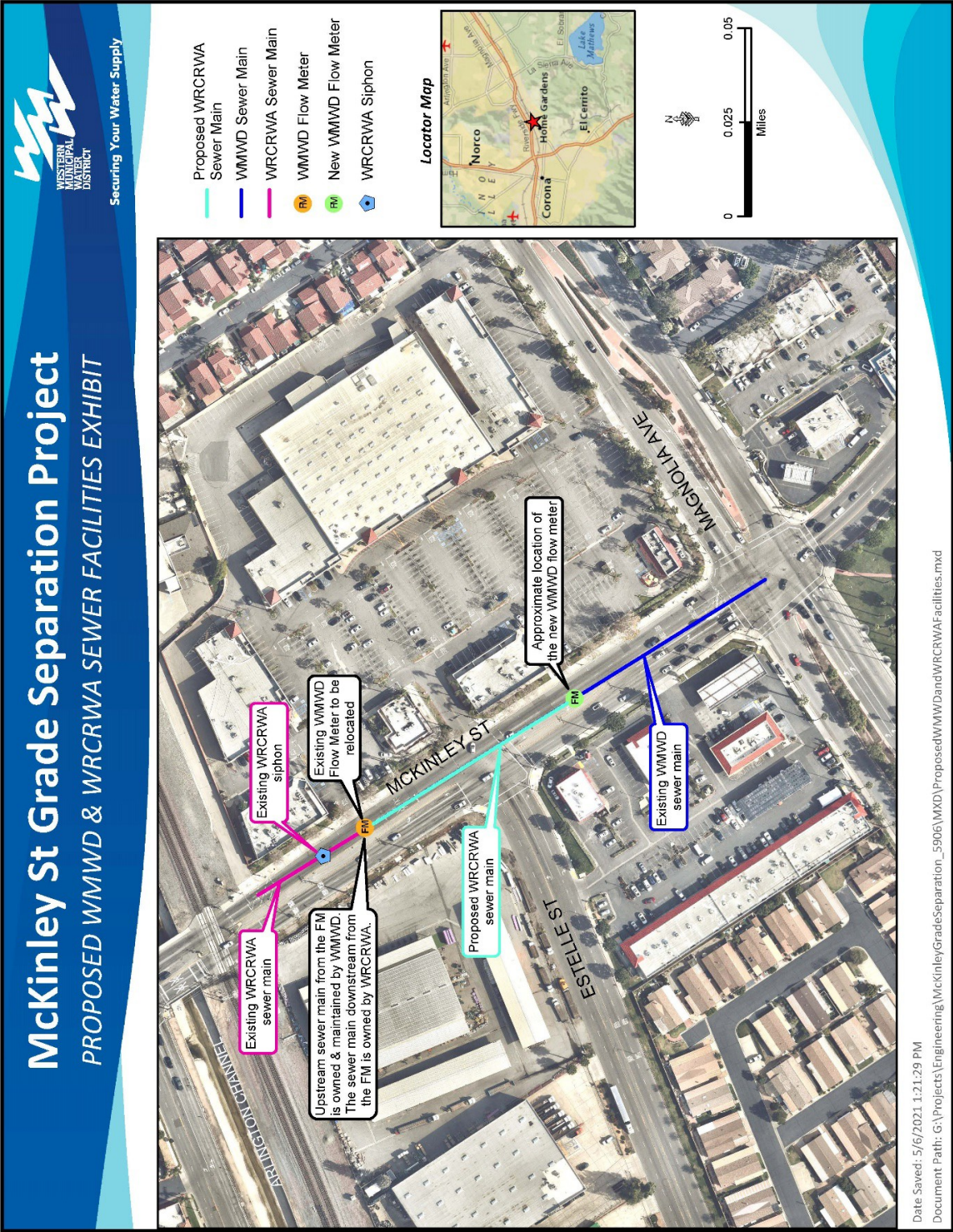


EXHIBIT C

ESTIMATED COSTS FOR FACILITY MODIFICATIONS

SEE ATTACHED THREE (4) PAGES

- 1. KIMLEY-HORN FEE SCHEDULE FOR DESIGN OF WRCRWA AND WMWD SEWER FACILITIES.**
- 2. ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST (TWO (2) PAGES).**
- 3. MCKINLEY GRADE SEPARATION PROJECT COST**

KIMLEY-HORN FEE SCHEDULE FOR DESIGN OF WRCRWA AND WMWD SEWER FACILITIES.

McKinley Street Grade Separation
Project - WMWD and WRCRWA Design
Fee Schedule



Task	Category	Kimley-Horn Staff							Sub-Consultant	
		Project Manager	Senior Professional II	Senior Professional I	Professional I	Analyst	Admin	Structural	Total Hours	Labor Cost
Task 1	Data Collection	\$325.37	\$275.15	\$255.16	\$152.20	\$120.71	\$110.00		16	\$ 2,466.64
Task 2	Plans, Specifications & Estimates (PS&E)									
	Utility Plans (9 sheets)	15	14	60	110	200	60		399	\$ 70,428.25
	Specifications	2	5		40	10			57	\$ 9,336.59
	Cost Estimates	2	4		10	30			46	\$ 6,906.64
Task 3	Coordination and Meetings	20		20	60	20			120	\$ 22,776.80
	TOTAL HOURS	41	23	80	224	270	60		638	
	Subtotals	\$ 13,340	\$ 6,397	\$ 18,893	\$ 34,093	\$ 32,592	\$ 6,600			\$ 111,914.92
	WMWD Portion									\$ 84,972.95
	WRCRWA Portion									\$ 36,416.97
	TOTAL COST									\$ 121,389.92

Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST (TWO (2) PAGES

Engineer's Estimate of Probable Construction Cost (Page 1 of 2)

Kimley-Horn and Associates, Inc.
Opinion of Probable Construction Cost

Client: Western Municipal Water District	Date: 5/3/2021
Project: McKinley Grade Separation - Siphon Structure	Prepared By: TMT
KHA No. 094668002	Checked By: RKC

Title: McKinley Grade Separation - Siphon Structure (WMWD Facilities)

Item #	Item	Spec. #	Quantity	Unit	Unit Price	Cost
1	Ravenscoat Corrosion Protection		1	LS	\$5,000.00	\$5,000
2	Concrete Flume Vault		37	CY	\$2,500.00	\$92,487
3	Shoring		1	LS	\$25,000.00	\$25,000
4	Temporary Bypass Pump		1	LS	\$5,000.00	\$5,000
5	RTU Panel		1	LS	\$20,000.00	\$20,000
6	Conduits and Conductors		1	LS	\$15,000.00	\$15,000
7	SCADA Integration and Testing		1	LS	\$5,000.00	\$5,000
8	Electrical Service		1	LS	\$15,000.00	\$15,000
9	NEMA 4X 316 SS Junction Boxes		2	EA	\$1,000.00	\$2,000
10	Ultrasonic Level Meter		1	LS	\$3,000.00	\$3,000
11	Flume 36" Manhole Riser, Frame, and Cover		2	EA	\$3,000.00	\$6,000
12	Precast Fiberglass Flume		1	LS	\$5,000.00	\$5,000
Subtotal:						\$198,487
Conting. (% +/-) 20						\$39,697
Total						\$240,000

- ☐ Conceptual Design
☐ Preliminary Design
☒ Final Design

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Engineer's Estimate of Probable Construction Cost (Page 2 of 2)

Kimley-Horn and Associates, Inc.**Opinion of Probable Construction Cost**

Client: Western Municipal Water District	Date: 5/3/2021
Project: McKinley Grade Separation - Siphon Structure	Prepared By: TMT
KHA No. 094668002	Checked By: RKC

Title: McKinley Grade Separation - Siphon Structure (WRCRWA Facilities)

Item #	Item	Spec. #	Quantity	Unit	Unit Price	Cost
1	Remove Existing Siphon Structure		1	LS	\$10,000.00	\$10,000
2	Cut and Abandon Existing Sewer		485	LF	\$30.00	\$14,550
3	Abandon Existing Manholes		3	EA	\$3,000.00	\$9,000
4	Ravenscoat Corrosion Protection		1	LS	\$15,000.00	\$15,000
5	Concrete Siphon Structure		172	CY	\$2,500.00	\$429,028
6	Precast 96" Manhole		1	EA	\$50,000.00	\$50,000
7	Precast 48" Manhole		2	EA	\$8,000.00	\$16,000
8	Siphon Structure Foundation Prep		1	LS	\$10,000.00	\$10,000
9	Shoring		1	LS	\$75,000.00	\$75,000
10	Temporary Bypass Pump		1	LS	\$5,000.00	\$5,000
11	96" Manhole and Siphon Structure 36" Manhole Riser, Frame, and Cover		4	EA	\$3,000.00	\$12,000
12	316 SS Grating		1	LS	\$25,000.00	\$25,000
13	6" I.D. HDPE DR-9		20	LF	\$300.00	\$6,000
14	8" I.D. HDPE DR-9		40	LF	\$400.00	\$16,000
15	6" Stainless Steel Vent		1	LS	\$2,500.00	\$2,500
16	Precast Fiberglass Flume		1	LS	\$5,000.00	\$5,000
17	14-inch (DIPS) HDPE DR-11		440	LF	\$270.00	\$118,800
18	18-inch (DIPS) HDPE DR-11		25	LF	\$320.00	\$8,000
Subtotal:						\$826,878
Conting. (%,+/-) 20						\$165,376
Total						\$1,000,000

- ☐ Conceptual Design
☐ Preliminary Design
☒ Final Design

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

4. MCKINLEY GRADE SEPARATION PROJECT COST

McKinley Grade Separation Project Cost May 13, 2021				
Item No.	Description	WRCRWA & WMWD Combined Cost	WRCRWA Cost	WMWD Cost
1	Construction Contract Estimate (XXX)	\$ 1,025,365.00	\$ 826,878.00	\$ 198,487.00
2	Planning and Design (costs to date) *	\$ 122,000.00	\$ 36,600.00	\$ 85,400.00
3	Construction and Project Management **	\$ 30,000.00	\$ 24,300.00	\$ 5,700.00
4	Constructibility Review	\$ 4,500.00	\$ 3,645.00	\$ 855.00
5	Construction Management & Inspection (IEC) (7.5 % of Construction Cost)	\$ 77,000.00	\$ 62,370.00	\$ 14,630.00
	Subtotal	\$ 1,258,865.00	\$ 953,793.00	\$ 305,072.00
	Project contingency (20%)	\$ 205,073.00	\$ 165,375.60	\$ 39,697.40
	Total	\$ 1,463,938.00	\$ 1,119,168.60	\$ 344,769.40
	Rounded Project Cost	\$ 1,470,000.00	\$ 1,120,000.00	\$ 345,000.00
<p>* Includes Design Consultant, Permits, Fees, Direct Costs & minor staff time (Cost of design phase: 30% WRCRWA, 70% WMWD)</p> <p>** Includes PM, Staff, etc. (Construction Cost: 81% WRCRWA, 19% WMWD)</p>				



Staff Report

File #: 21-1058

REQUEST FOR CITY COUNCIL ACTION

DATE: 11/17/2021

TO: Honorable Mayor and City Council Members

FROM: Human Resources Department

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

EXECUTIVE SUMMARY:

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

RECOMMENDED ACTION:

That the City Council receive and file the Personnel Report.

BACKGROUND & HISTORY:

The employee updates in the Personnel Report include full-time appointments, full-time promotions, and retirements. The recruitment activity portion of the report includes both open/competitive recruitments as well as internal/promotional recruitments.

ANALYSIS:

This Personnel Report includes employee updates and recruitments. These transaction types are reported to Council for informational purposes each meeting to enhance transparency. The report includes updated activity since the previous meeting. The employee updates in the Personnel Report include full-time appointments, full-time promotions, and retirements. The recruitment activity portion of the report includes both open/competitive recruitments as well as internal/promotional recruitments.

Full-Time Appointments

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Monthly Pay Range</i>	<i>Effective Date</i>
Bouroumand, Lydia	Community Services	Program Coordinator	\$5,041 - \$6,154	October 12, 2021
Bustos, Caroline	Community Services	Program Coordinator	\$5,041 - \$6,154	October 12, 2021
Clements, Monica	Utilities Department	DWP Customer Care Rep 1 Flex	\$2,730 - \$3,332	October 18, 2021
Coronado, Tanesha	Human Resources	Occupational Health & Safety Manager	\$7,438 - \$9,081	October 18, 2021
Dominguez, Tani	Police Department	Police Officer 1	\$5,943 - \$7,626	October 12, 2021
Lehr, Christopher	Utilities Department	Water Operator 2 Flex	\$4,991 - \$6,093	October 11, 2021
Whitehead, Sara	Utilities Department	Administrative Assistant	\$3,485 - \$4,255	October 11, 2021

Full-Time Promotions

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Monthly Pay Range</i>	<i>Effective Date</i>
Lopez, Laura	Public Works	Executive Assistant 2	\$4,562 - \$5,570	October 9, 2021
Mathews, Michelle	Human Resources	Human Resources Technician 1	\$3,988 - \$4,868	October 9, 2021
Perez, Hannah	Police Department	Police Records Tech 2 Flex	\$3,016 - \$3,682	October 9, 2021
Post, Jennifer	Police Department	Public Safety Dispatcher Supervisor	\$5,797 - \$7,076	October 9, 2021
Velasco, Shannon	Police Department	Police Detective	\$7,041 - \$ 9,035	October 9, 2021

Retirements

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Years of Service</i>	<i>Last Day on Payroll</i>
Ambriz, Nilo	Police Department	Police Officer 2	25 years	October 22, 2021

New Open/Competitive Recruitments

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Open Date</i>	<i>Closing Date</i>	<i>Status</i>
Digital Journalist	City Manager's Office	Full-Time	10/26/2021	11/28/2021	Accepting Applications
Facilities, Parks, and Trails Manager	Community Services	Full-Time	11/4/2021	12/5/2021	Accepting Applications
Management Analyst I	Community Services	Full-Time	11/3/2021	11/18/2021	Accepting Applications
Street Light Maintenance Technician	Public Works	Full-Time	11/4/2021	11/21/2021	Accepting Applications
Water Resources Technician I	Utilities Department	Full-Time	10/25/2021	11/15/2021	Accepting Applications

New Internal/Promotional Recruitments

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Open Date</i>	<i>Closing Date</i>	<i>Status</i>
GIS Analyst	Information Technology	Full-Time	10/26/2021	11/2/2021	Accepting Applications

Recruitments in Progress

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Status</i>
Accounting Supervisor	Finance	Full-Time	Accepting Applications
Accounting Technician I/II/III	Finance	Full-Time	Review Stage
Administrative Assistant	Human Resources	Full-Time	Accepting Applications
Administrative Assistant	Public Works	Full-Time	Accepting Applications
Administrative Assistant	Utilities Department	Full-Time	Accepting Applications
Assistant City Manager	City Manager's Office	Full Time	Interview Stage
Assistant to the City Manager	City Manager's Office	Full Time	Offer Stage
Budget Manager	Finance	Full-Time	Review Stage
Building Permit Technician II	Planning and Development	Full Time	Offer Stage
Building Permit Technician III	Planning and Development	Full Time	Department Review Stage
CIP Manager/Assistant City Engineer	Public Works	Full-Time	Accepting Applications

Recruitments in Progress - Continued

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Status</i>
Combination Plans Examiner	Planning and Development	Full-Time	Department Review Stage
Community Services Leader I	Community Services	Part-Time	Department Review Stage
Deputy Chief Operator - Water	Utilities Department	Full-Time	Accepting Applications
Development Services Manager	Planning and Development	Full-Time	Accepting Applications
Electric Utility Analyst II	Utilities Department	Full-Time	Accepting Applications
Fire Cadet	Fire Department	Part-Time	Review Stage
Human Resources Analyst	Human Resources	Full-Time	First Round Interview Stage
Human Resources Supervisor	Human Resources	Full-Time	Review Stage
Library Assistant	Community Services	Part-Time	Department Review Stage
Library Specialist	Community Services	Full-Time	Interview Stage
Office Assistant	Community Services	Full-Time	First Round Interview Stage
Plan Check Engineer	Planning and Development	Full-Time	Department Review Stage
Police Corporal	Police Department	Full-Time	Interview Stage
Police Officer - Academy Graduate	Police Department	Full-Time	Department Review Stage
Police Officer I/II -Lateral	Police Department	Full Time	Interview Stage
Police Trainee	Police Department	Full-Time	Accepting Applications
Public Safety Dispatcher II	Police Department	Full Time	Department Review Stage
Public Safety Technical Support Engineer	Information Technology	Full Time	Interview Stage
Purchasing Specialist I	Finance	Full-Time	Review Stage
Radio Technician	Information Technology	Part Time	First Round Interview Stage
Senior Engineer	Planning & Development	Full-Time	Review Stage
Senior Park Ranger (PT)	Community Services	Part Time	Department Review Stage
Water Operator I/II	Utilities Department	Full-Time	Department Review Stage
Water Reclamation Operator II Flex	Utilities Department	Full-Time	Review Stage

FINANCIAL IMPACT:

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

departments listed in the report.

ENVIRONMENTAL ANALYSIS:

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

PREPARED BY: SHELLY MATHEWS, HUMAN RESOURCES ADMINISTRATIVE ASSISTANT

REVIEWED BY: ANGELA RIVERA, CHIEF TALENT OFFICER