

# City of Corona

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

## **City Council Meeting Final Agenda - Final-revised**

**Wednesday, December 1, 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**

\*\*Revised agenda on November 29th at 3:35 p.m.

Item 13 – Revisions were made to Financial Impact Section and Exhibit 1. \*\*

## CONVENE CLOSED SESSION

### CITY COUNCIL

1. **CLOSED SESSION** - CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: In re National Prescription Opiate Litigation  
Case Number: US District Court Case No. 1:17-CV-2804
2. **CLOSED SESSION** - CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION  
pursuant to Government Code Section 54956.9(d)(4) Initiation of litigation  
Number of Potential Cases: 1
3. **CLOSED SESSION** - 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. **CLOSED SESSION** - 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. **CLOSED SESSION** - CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6  
Agency Designated Representative: Jacob Ellis, City Manager  
Unrepresented Employee Group: Executive Group Employees

## INVOCATION - Pastor Ron King, New Hope Family Worship Center

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

## PLEDGE OF ALLEGIANCE

## CONVENE OPEN SESSION

*Individuals wishing to address the City Council are requested to complete a speaker card available at the rear of the Council Chambers. Please deliver the card to the City Clerk prior to the item being heard by the City Council or,*

for items not listed on the agenda, before the "Communications" section of the agenda is called. Please observe a three-minute limit for communications and please note that the Communications section of the agenda is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Once called upon to speak, you are requested to state your name and city of residence for the record.

## PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

6. [Recognition: Mountain Gate Park - Woolly Mammoth Contest Winners.](#)
7. [Presentation: Covid-19 Update.](#)

## MEETING MINUTES

8. **MINUTES** - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Committee of the Whole Meeting of November 10, 2021.](#)
9. **MINUTES** - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Study Session Meeting of November 17, 2021.](#)
10. **MINUTES** - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Special Closed Session Meeting of November 17, 2021.](#)
11. **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 17, 2021.](#)
12. **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 Special Meeting of November 22, 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.

**13. AGREEMENT - [Reimbursement Agreement for the City to retrofit City-owned utilities to accommodate the construction of the Prado Dam Spillway Project.](#)****That the:**

- a. City Council approve and authorize the City Manager, or his designee, to execute the Reimbursement Agreement between the City of Corona and the Orange County Flood Control District for the County to pay costs incurred by the City to retrofit, protect, or relocate utilities that will be impacted by the Prado Dam Spillway Project, and to execute the finalized Reimbursement Agreement, by December 31, 2021, which incorporates any modifications deemed necessary by the City Attorney and the District.
- b. City Council authorize the creation of a new Capital Improvement Project titled "Prado Dam Flood Inundation Utility Retrofit."
- c. City Council authorize an appropriation and estimated revenue increase in the amount of \$44,081 within the Water Utility Grant/Agreement Fund 571 and \$164,673 within the Water Reclamation Utility Grant/Agreement Fund 573; in the newly created Capital Improvement Project titled "Prado Dam Flood Inundation Utility Retrofit."
- d. City Council authorize an estimated revenue increase in the amount of \$181,160 in the Reclaimed Water Utility Fund 567 for upfront payment to cover potential damages to the River Reclaimed Water Flow Control Station in the event of future flooding damage.
- e. City Council approve and authorize the City Manager, or his designee, to execute change orders in the amount of 25% increase from the initial cost estimate provided that such increase shall not exceed an aggregate sum of one million dollars (\$1,000,000) as stipulated in the "Reconciliation" section of the Reimbursement Agreement.
- f. City Council approve and authorize the Finance Director to prepare, process, and modify all necessary budgetary transactions related to the appropriation of reimbursement funds as stipulated in the "Payment" and "Reconciliation" section of the Reimbursement Agreement.
- g. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**14. BID & PURCHASE - [First Amendment to the Maintenance/General Services Agreement with Hoyt Transportation, Inc., for the transportation of Class B Biosolids.](#)****That the:**

- a. City Council approve the First Amendment to the Maintenance/General Services Agreement with Hoyt Transportation, Inc. to increase the total compensation for Fiscal Year 2022 by \$300,000 to provide for the transportation of Class B Biosolids.
- b. City Council authorize the City Manager, or his designee, to execute the First Amendment to the Maintenance/General Services Agreement with Hoyt Transportation, Inc. for a total contract amount of \$400,000 in Fiscal Year 2022.
- c. City Council authorize the Purchasing Manager to issue Change Order No.1 to Purchase Order B220026 to Hoyt Transportation, Inc. for \$300,000.
- d. City Council authorize the City Manager, or his designee, to approve amendments necessary for the execution of the work, in accordance with the Corona Municipal Code [Section 3.08.060\(J\)](#), up to \$40,000 or 10% of the amended contract amount.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**15. QUIT CLAIM - [Quitclaim deed to convey unused and unneeded 1963 water line easement to the Riverside County Transportation Commission \("RCTC"\).](#)**

**That the City Council and Corona Utility Authority** approve and authorize the City Manager to execute a Quitclaim Deed to convey the water line easement recorded on August 28, 1963 as Document No. 90758 to the Riverside County Transportation Commission (RCTC).

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

**That the City Council** receive and file the Personnel Report.

**17. RESOLUTION - [Resolution establishing a construction charge to cover the proportionate share of constructing the sewer lines and appurtenances necessary to connect certain private property located on James Street to the City's Public Sewerage System.](#)**

**That the:**

- a. City Council adopt Resolution 2021-115, establishing a construction charge to cover the proportionate share of constructing the sewer line and appurtenances necessary to connect certain private property located on James Street to the City's Public Sewerage System.

- b. City Council appropriate \$175,000 from the Water Reclamation Utility Fund 572 to a newly created Capital Improvement Project entitled James Street Sewer Extension Project.
- c. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**18. POLICY - [Administrative Policy for Brown Act Meeting Safety & Participation Protocols.](#)**

**That the City Council** adopt Administrative Policy (No. 07400.009) Brown Act Meeting Safety and Participation Protocols.

## 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.*

**19. ADMINISTRATIVE REPORT - [Request from Vice Mayor Speake for Council consideration of adopting a Resolution, expressing support for the Brand-Huang-Mendoza tripartisan land-use initiative.](#)**

**That the City Council** consider adopting a Resolution in support of the Brand-Huang-Mendoza tripartisan land-use initiative.

## 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

**20. PLANNING & HOUSING COMMISSION REPORT - [Parcel Map 38183 to subdivide 10 acres into two parcels located at 2550 S. Main Street in the A \(Agricultural\) zone.](#)**

**That the City Council** approve PM 38183 subject to the findings and conditions as recommended by the Planning and Housing Commission.

**B) Parks & Recreation Commission**

**C) Regional Meetings**

- 21. REGIONAL MEETING REPORT - [Update from Jacque Casillas on the Bedford Coldwater Groundwater Sustainability Authority \(BCGSA\) Meeting of November 18, 2021.](#)**
- 22. REGIONAL MEETING REPORT - [Update from Jim Steiner on the Riverside Transit Agency \(RTA\) Board Meeting of November 18, 2021.](#)**
- 23. REGIONAL MEETING REPORT - [Update from Wes Speake on the Riverside County Transportation Commission \(RCTC\) Western Programs Meeting of November 22, 2021.](#)**

**CITY ATTORNEY'S REPORTS AND COMMENTS**

**CITY MANAGER'S REPORTS AND COMMENTS**

**CITY COUNCIL MEMBER REPORTS AND COMMENTS**

**FUTURE AGENDA ITEMS**

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

1. Review of building/permit fees (T. Richins) 12/15/2021
2. Non Profit/Sponsored Utility Box Wraps (W. Speake) 1/12/2022
3. Consideration of Civic Center Fountain Renovation (W. Speake) 1/26/2022
4. Options for Paving the Overlook Area (W. Speake) 1/26/2022
5. Historic Preservation Code Revisions (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. 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 15, 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](http://www.CoronaCA.gov)*

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

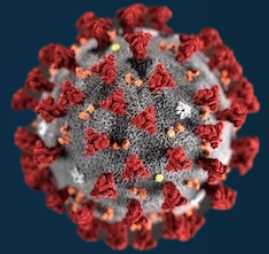
*Written communications from the public for the agenda must be received by the City Clerk's Office seven (7) days prior to the City Council meeting.*

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

*Meeting is Being Recorded*



# COVID-19 UPDATE



**Brian Young**  
**Fire Chief**

December 1, 2021

# 21,849

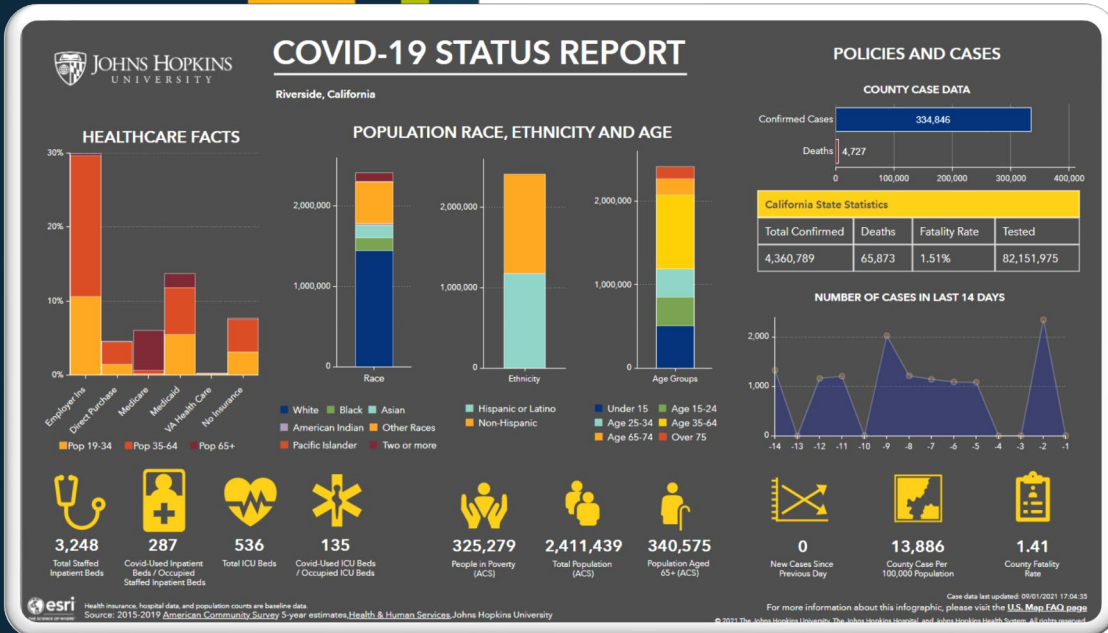
Corona cases

# 316

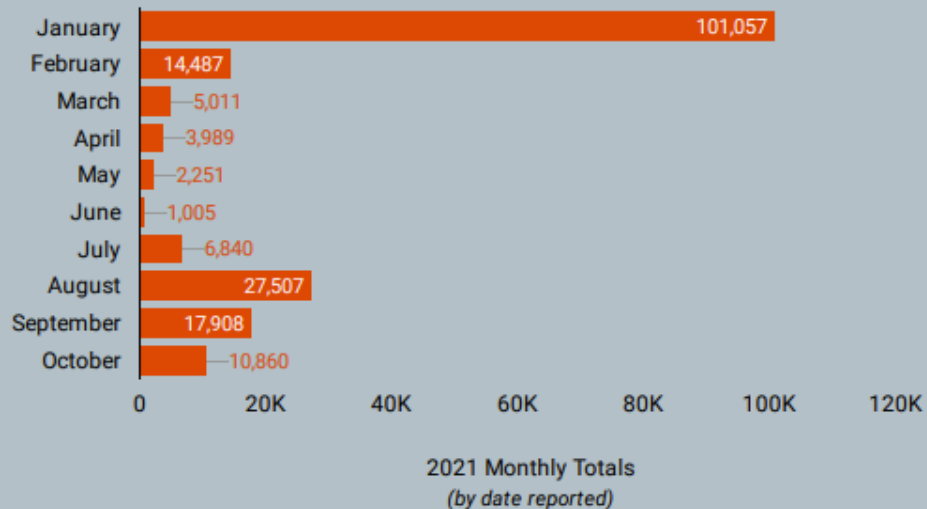
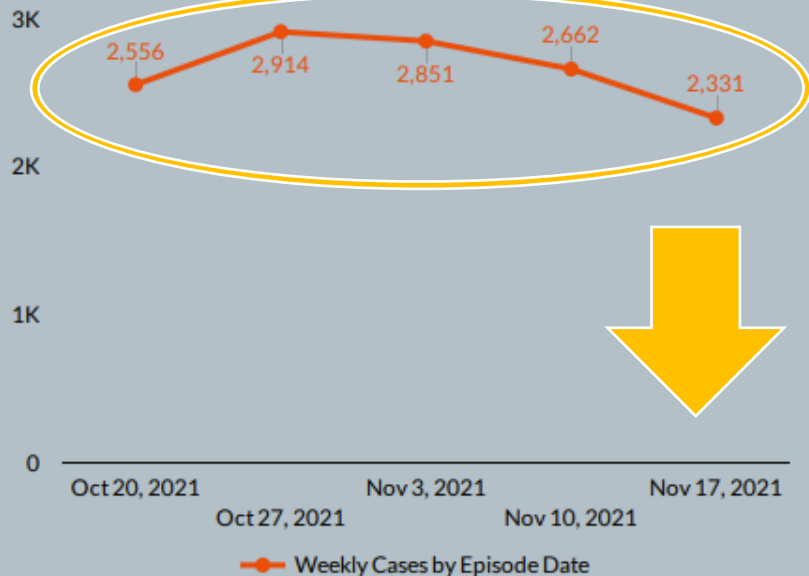
Corona fatalities

# 185

City of Corona employees positive



## Recent COVID-19 in Riverside County



# Testing in Corona



Day	Time	Location	District
Monday	7:30AM-2:30PM	Buena Vista Park	4
Tuesday	7:30AM-2:30PM	Santana Park	5
Wednesday	7:30AM-2:30PM	Parkview Park	1
Thursday	7:30AM-2:30PM	City Hall	3
Friday	7:30AM-2:30PM	Butterfield Park	2

Oct - Nov  
4,190





# Vaccination

City of Corona *-and-* adjacent communities

12/8 Developplus (Pfizer)

12/9 Fender Guitar (Pfizer/Moderna)

<https://rivcoph.org/COVID-19-Vaccine-with-Registration>

# Vaccine

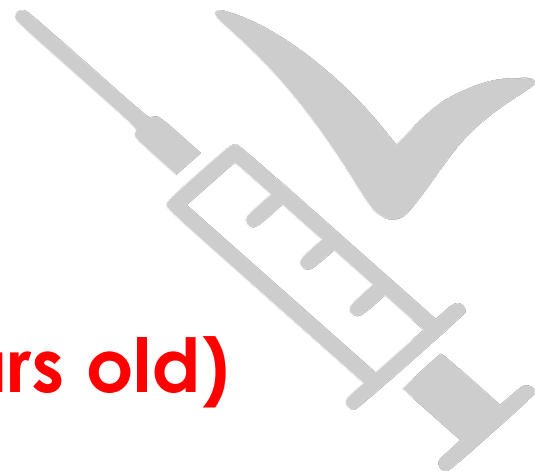
## Riverside County

- 6.7% Partially vaccinated
- 56.3% Fully vaccinated (5+ years old)
- 269,278 Boosters (3<sup>rd</sup> dose)

## Corona

- 6% Partially vaccinated
- 58% Fully vaccinated

3,278,623

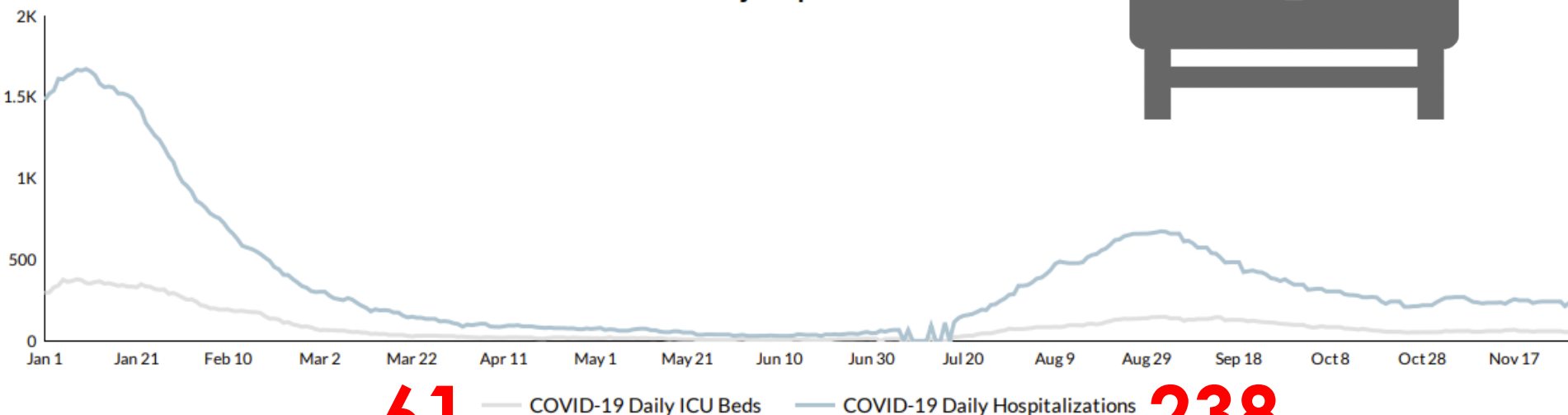


# Hospitalizations

## Riverside County



COVID-19 Daily Hospitalizations and ICU



61

238

# Stay Informed

**CALL US, EMAIL US, OR VISIT OUR WEBSITE FOR THE LATEST INFO!**

Call: (951) 817-5800 | Text: (833) 482-0029

[COVID19info@CoronaCA.gov](mailto:COVID19info@CoronaCA.gov)

[www.CoronaCA.gov/COVID-19](http://www.CoronaCA.gov/COVID-19)

**TO RECEIVE EMAIL NOTIFICATIONS, SIGN UP AT [CORONACA.GOV/SUBSCRIBE](http://CORONACA.GOV/SUBSCRIBE)**

# City of Corona

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

## **Committee of the Whole Minutes - Draft**

**Wednesday, November 10, 2021**

**Council Board Room 4:00 PM**



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

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

**Rollcall**

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

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by 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. Co-Sponsorship Program.**

Jason Lass, Recreation Services Manager, introduced the item and provided a presentation. He provided an overview of the following: Community Events Co-Sponsorship Program Policy, Co-Sponsorship Program Criteria, Approved Request for Fiscal Year 19/20, Co-Sponsorship Supplemental Call, Supplemental Call for Fiscal Year 21/22, Pros and Cons of the Co-Sponsorship Program, Co-Sponsorship Program Timeline, and Options.

The Council had inquiries and Mr. Lass provided clarification. The Council unanimously agreed on the 2021/2022 Supplemental Requests.

**2. Update: Vegan Depot Event at City Park.**

Jason Lass, Recreation Services Manager, provided a presentation. He provided an overview of the following: General Concept, Program Update, Overview on the Farmer's Market event, Budgetary Impact, Considerations for Recurrent Use, and the Recommended Action.

The Council and Connie Newhan, Library Board of Trustees, discussed the presentation and had inquiries. Mr. Lass provided clarification.

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

**The following item was taken out of order.****5. City Hall Veterans' Memorial Enhancement Project.**

Roger Bradley, Assistant City Manager, introduced the item and provided a presentation highlighting the following: City Hall Veterans' Monument, Veteran Groups

Feedback, Memorial Concept, Veterans' Memorial Proposal, Veterans' Memorial Veterans' Cove, Veterans' Memorial Veterans' Square, Cost and Project Approach, Options, Phased Approach, Council Direction and Next Steps.

Maryanne Sherman, resident, expressed gratitude for Mr. Bradley. She also expressed her support with the proposed item.

Tom Sherman, resident, expressed his support for the proposed item.

The Council provided comments regarding the proposed item and majority of the Council agreed to proceed with the Veterans' Memorial Enhancement Project.

**3. Economic Development Strategic Plan Update.**

Jessica Gonzales, Economic Development Director, introduced the item and RSG consultants Jim Simon, Lynn Kelly-Lehner, and Alejandra Martinez provided a presentation. They provided an overview of the following: Economic Development Strategic Plan Roadmap; Resident Engagement; Resident Survey Distribution; Retail Growth Opportunity; Entertainment; Local Shopping; Dining; Entertainment; Starting or Owning a Business; Resident Engagement: Next Steps, Business Engagement, Brokers and Property Managers, Latinx Businesses, Catalytic and Major Businesses, Business Outreach: Next Steps, Data & Research, UCR Study, New Resident Recent Demographic Trends, Place of Work Recent Demographic Trends, Unemployment and Labor Force Part Rates, COVID Impacts Recent Employment Trends in Corona, 2028 Employment Projections, Historic Construction Trends; Single Family Housing; Multi-Family Housing; Retail Commercial Real Estate; Industrial Commercial Real Estate; Office Commercial Real Estate; and Key Takeaways.

The Council had inquiries and Mr. Simon and Ms. Gonzales provided clarification.

**4. Wild Pig Depredation**

The Council unanimously agreed that this item be presented at a future Committee of the Whole meeting.

**ADJOURNMENT**

The next scheduled meeting of the Council is November 17, 2021. Mayor Casillas adjourned the meeting at 6:43 p.m.

# City of Corona

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

## Study Session Minutes - Draft

**Wednesday, November 17, 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**

**Rollcall**

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

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Casillas.

**CONVENE OPEN SESSION**

Mayor Casillas called the meeting to order at 4:09 p.m.

**COMMUNICATIONS FROM THE PUBLIC**

None.

**AGENDA ITEMS****1. SIFI Citywide Fiber Optic Agreement**

Chris McMasters, Chief Information Officer, provided a presentation. He provided an overview of the following: Strategic Goal 2 and 3: Sound Infrastructure, Defined Broadband, Broadband Types, Importance of Broadband, Typical Procurement, Introduction of SiFi, and requested Council direction.

Scott Bradshaw, SiFi Networks President, provided a presentation. He provided an overview of the following: SiFi Network Services, Industry Partnerships, Fiber City, Neutral Infrastructure, Citywide Infrastructure, Removing the Digital Divide, Competitive California Pricing, Business Benefit from Fiber Connectivity, Fiber City Partnerships, Project Awareness and Community Engagement, Neighborhood Interaction, Innovative Technology, Narrow Trench, Finished Work, Being a Good Neighbor, Connected Community, Public Safety, and Intelligent Data.

The Council discussed the presentation and had inquiries. Mr. Bradshaw, Mr. McMasters, Dean Derleth, City Attorney, and Jacob Ellis, City Manager, provided clarification.

Joe Morgan, resident, addressed the Council and expressed concerns regarding the proposed item.

The Council agreed by majority vote that this item be presented at a future meeting.

**ADJOURNMENT**

Mayor Casillas adjourned the meeting at 5:34 p.m. The next scheduled meeting of the Council is November 17, 2021.



# City of Corona

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

## Special Meeting Minutes - Draft

**Wednesday, November 17, 2021**

**Council Board Room 5:00 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**

**THIS MEETING WAS CANCELLED**

**CONVENE CLOSED SESSION**

**COMMUNICATIONS FROM THE PUBLIC**

**AGENDA ITEMS**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8  
Property Location: 725 S. Main Street (APN: 117-191-011)  
Agency Negotiator: Jacob Ellis, City Manager  
Negotiating Party: E Ticket LLC, Corona 725 LLC, 725 Main Street Investor LLC  
Under Negotiation: Price and Terms of Payment

**ADJOURNMENT**

# City of Corona

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

## City Council Minutes - Draft

**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

Closed Session convened at 6:05 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 6:20 p.m.

1. 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

### Rollcall

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

## INVOCATION - Rachel Tucker, The Church of Jesus Christ of Latter Day Saints

The Invocation was led by Flory Webber.

## PLEDGE OF ALLEGIANCE - Cub Scout Pack 251

The Pledge of Allegiance was led by Cub Scout Pack 251.

## CONVENE OPEN SESSION

Mayor Casillas called the meeting to order at 6:41 p.m.

## PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

2. Proclamation: National Small Business Saturday.  
Amy Graves, SCORE Representative, accepted the Proclamation.
3. Presentation: McKinley Street Grade Separation Project Update.  
Josh Cosper, Consultant Manager, and Savat Khamphou, Public Works Director, provided a presentation.  
  
Mayor Casillas had inquiries and Jacob Ellis, City Manager, provided clarification.  
  
Joe Morgan, resident, addressed the Council to express his concern regarding the proposed item.
4. Presentation: Covid-19 Update.

Brian Young, Fire Chief, provided an update.

Taylor York, City Clerk Services Specialist, stated there was one written comment and it will be filed with the Minutes.

## MEETING MINUTES

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

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

5. 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.

**These Minutes were approved.**

6. Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority City Council Meeting of November 3, 2021.

**These Minutes were approved.**

## The following item was taken out of order.

19. Appointment to the Library Board of Trustees.

Council Member Daddario appointed Lanette Aisha Kennerly to the Library Board of Trustees. Ms. Kennerly provided comments.

**A motion was made by Council Member Daddario, 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

20. Appointment to the Library Board of Trustees.

Council Member Richins appointed Meg E'amato to the Library Board of Trustees. Ms. E'amato provided comments.

**A motion was made by Council Member Richins, 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

21. Appointment to the Northwest Mosquito and Vector Control District.

Mayor Casillas appointed Nancy Jimenez-Hernandez to the Northwest Mosquito and Vector Control District. Ms. Jimenez-Hernandez provided comments.

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

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

## CONSENT CALENDAR

**A motion was made by Vice Mayor Speake, seconded by Council Member Richins, that the Consent Calendar be approved, with the exception of Items 11 and 12 which were voted on separately. The motion carried by the following vote:**

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

- 7.** 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.

**This Financial Report was approved.**

- 8.** 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.

**This Financial Report was approved.**

- 9.** 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.

**This Ordinance was adopted.**

- 10.** 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.

**This Agreement was approved.**

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

Council Member Richins and Vice Mayor Speake had inquiries and Tom Moody, General Manager, provided clarification.

**A motion was made by Council Member Richins, 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

- 12.** 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.

Sonia Huff, Principal Engineer, addressed the Council to express her support for the

proposed item.

Mayor Casillas provided comments commending Walsh Construction Company II, LLC for their work and bidding.

**A motion was made by Mayor Casillas, seconded by Vice Mayor Speake, that this Bid & Purchase be approved. The motion carried by the following vote:**

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

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

**This Report was received and filed.**

## COMMUNICATIONS FROM THE PUBLIC

Tayler York, City Clerk Services Specialist, stated there was one written comment and it will be filed with the Minutes.

Joe Bhaghani, resident, addressed the Council regarding November 23, 2021 Food Drive and Covid Testing.

Esther S. Esparza, resident, addressed the Council regarding the vaccine mandate.

## PUBLIC HEARINGS

None.

## ADMINISTRATIVE REPORTS

None.

## LEGISLATIVE MATTERS

None.

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

### A) Planning & Housing Commission

None.

### B) Parks & Recreation Commission

- 14.** 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

**This Parks & Recreation Commission Report was received and filed.**

### C) Regional Meetings

- 15.** 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.

Vice Mayor Speake provided an update.

- 16.** Update from Vice Mayor Wes Speake on the Riverside County Transportation Commission (RCTC) Western Programs Meeting of November 10, 2021.

Vice Mayor Speake provided an update.

- 17.** Update from Vice Mayor Wes Speake on the League of California Cities ACA 7 working group meeting of November 17, 2021.

Vice Mayor Speake provided an update.

- 18.** Update from Mayor Jacque Casillas on the League of California Cities Riverside County Division, Executive Committee Meeting of November 8, 2021.

Mayor Casillas provided an update.

### CITY ATTORNEY'S REPORTS AND COMMENTS

None.

### CITY MANAGER'S REPORTS AND COMMENTS

Jacob Ellis, City Manager, announced and provided a brief overview on the Downtown Revitalization Plan meeting on November 18, 2021.

### CITY COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Daddario encouraged the community to participate in the Downtown Revitalization Plan meeting on November 18, 2021. He congratulated the new appointees to the Library Board of Trustees and Northwest Mosquito and Vector Control. He also provided a brief overview on the District 2 Town Hall meeting and coffee with Officer Tizcareno and Officer Cocke.

Council Member Richins encouraged the community to participate in the Downtown Revitalization Plan meeting on November 18, 2021.

Council Member Steiner provided a brief overview of the Oak Avenue Street and Sidewalk Improvement Project. He commended Savat Khamphou, Public Works Director, and staff for all their hard work on traffic management.

Vice Mayor Speake provided a brief overview on attending the following: Salute to the Military, Estancia Del Sol Thanksgiving Senior lunch, and meeting with the new Dos Lagos owners. He provided comments to Jacob Ellis, City Manager, regarding future meeting items and had inquiries regarding the Digital City Award and Mr. Ellis provided clarification. He also announced Dos Lagos Christmas Tree lighting on November 27, 2021 and District 5 Town Hall meeting on December 4, 2021.

Mayor Casillas encouraged the community to participate in the Downtown Revitalization Plan meeting on November 18, 2021. She also provided a brief overview on attending Kristallnacht Commemoration, Valencia Terrace Veterans' Day Celebration, American Legion Joe Dominguez Post 742 Veterans' Day Commemoration, and Just Serve Awards. She also commended staff for all their hard work on helping host Home Gardens Avid Program tour.

## **FUTURE AGENDA ITEMS**

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 scheduled meeting of the Council is December 1, 2021. Mayor Casillas adjourned the meeting at 8:05 p.m.

# City of Corona

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

## Special Meeting Minutes - Draft

**Monday, November 22, 2021**

**Council Board Room 6:00 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**

## **COMMUNICATIONS FROM THE PUBLIC**

None.

## **CLOSED SESSION**

Closed Session convened at 6:00 p.m. for the purposes listed below. Present were Mayor Casillas, Vice Mayor Speake, Council Member Daddario, Council Member Richins, and Council Member Steiner.

## **AGENDA ITEMS**

- 1.** CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6  
Agency Designated Representative: Jacob Ellis, City Manager  
Employee Organizations: Corona General Employees Association, Corona Fire Association, Corona Police Employees Association, Corona Police Supervisors Association and Corona Supervisors Association
- 2.** CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6  
Agency Designated Representative: Jacob Ellis, City Manager  
Unrepresented Employee Group: Management/Confidential Group Employees
- 3.** CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6  
Agency Designated Representative: Jacob Ellis, City Manager  
Unrepresented Employee Group: Executive Group Employees

## **ADJOURNMENT**

Closed Session adjourned at 7:45 p.m.



Staff Report

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**File #:** 21-1092

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

**DATE:** 12/01/2021

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

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

**SUBJECT:**

Reimbursement Agreement for the City to retrofit City-owned utilities to accommodate the construction of the Prado Dam Spillway Project.

**EXECUTIVE SUMMARY:**

City Council and Corona Utility Authority consideration for the approval of a Reimbursement Agreement between the City and Orange County Flood District (District) for the District to pay costs incurred by the City to retrofit, protect, or relocate utilities that the Prado Dam Spillway Project will impact.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council approve and authorize the City Manager, or his designee, to execute the Reimbursement Agreement between the City of Corona and the Orange County Flood Control District for the County to pay costs incurred by the City to retrofit, protect, or relocate utilities that will be impacted by the Prado Dam Spillway Project, and to execute the finalized Reimbursement Agreement, by December 31, 2021, which incorporates any modifications deemed necessary by the City Attorney and the District.
- b. City Council authorize the creation of a new Capital Improvement Project titled "Prado Dam Flood Inundation Utility Retrofit."
- c. City Council authorize an appropriation and estimated revenue increase in the amount of \$44,081 within the Water Utility Grant/Agreement Fund 571 and \$164,673 within the Water Reclamation Utility Grant/Agreement Fund 573; in the newly created Capital Improvement

Project titled "Prado Dam Flood Inundation Utility Retrofit."

- d. City Council authorize an estimated revenue increase in the amount of \$181,160 in the Reclaimed Water Utility Fund 567 for upfront payment to cover potential damages to the River Reclaimed Water Flow Control Station in the event of future flooding damage.
- e. City Council approve and authorize the City Manager, or his designee, to execute change orders in the amount of 25% increase from the initial cost estimate provided that such increase shall not exceed an aggregate sum of one million dollars (\$1,000,000) as stipulated in the "Reconciliation" section of the Reimbursement Agreement.
- f. City Council approve and authorize the Finance Director to prepare, process, and modify all necessary budgetary transactions related to the appropriation of reimbursement funds as stipulated in the "Payment" and "Reconciliation" section of the Reimbursement Agreement.
- g. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**BACKGROUND & HISTORY:**

The United States Congress authorized the US Army Corps of Engineers (Corps) in the Water Resources Development Act of 1976 to address flood control issues in the Santa Ana River drainage. The Corps completed studies in 1980 and 1986 which led to authorization by Congress to construct a variety of flood control improvements in the Santa Ana River basin, one of which is a project to raise the spillway at Prado Dam by 10 feet from elevation 556 feet above mean sea level (MSL) to elevation 566 feet MSL to increase water storage capacity behind Prado Dam from 217,000 acre-ft to 362,000 acre-ft. The US Army Corps of Engineers, with Orange County Flood Control District as the local sponsor, will commence the construction of the Prado Dam Spillway Project in Summer 2022.

Construction of the Project will enable the Corps to increase the impoundment of water at Prado Dam for flood control protection downstream of Prado Dam, but the higher spillway elevation creates the potential to flood previously protected areas within the Temescal Wash in Corona and the Santa Ana River in Norco between the elevations of 556 feet and 566 feet MSL. Orange County Public Works and the Corps contacted the City to determine the impact to existing City utilities if flooding to the new spillway elevation were to occur. The Corps requires the implementation of mitigation measures to relocate or protect in place public utilities within the additional area subject to flooding after construction of the Project. City staff has identified City-owned water, reclaimed water, and sewer facilities within the new flood zone that will need to be relocated or protected in place. County and the Corps have concurred with the mitigation measures proposed by the City and have agreed to reimburse the City for costs incurred to relocate or protect City utilities. The Corps desires to complete the agreement by December 31, 2021, and certify that the retrofit work for the affected utilities has been completed before the Project commences on July 1, 2022.

**ANALYSIS:**

The City prepared exhibits showing the impacts of potential future flooding to City-owned potable water, reclaimed water, and sewer facilities within the 556 to 566-foot MSL elevations, including

proposed mitigation measures. The most extensive utility retrofit work will involve the replacement of (21) twenty-one unsealed sewer manhole lids and frames with sealed lids and frames.

Hatches, manholes, and electrical equipment pads at the existing Stagecoach sewer lift station are at an approximate elevation of 565 feet MSL and would be affected if water reaches the top of the spillway elevation. City staff proposes to construct an 18-inch high concrete curb along Stagecoach Drive adjacent to the lift station and in the planted median between the curb and sidewalk to protect the lift station.

The reclaimed water flow control station located on the west side of River Road near the intersection of Bluff Street and River Road in Norco would be subject to flooding from the Santa Ana River but is proposed to remain in place. Staff considered the alternative to relocate the flow control station to a higher elevation on the east side of River Road on City of Norco property and concluded the estimated relocation cost of more than \$700,000 was excessive and that replacement of electrical equipment would be a more economical option if flooding were ever to occur. The City will receive from the District an upfront one-time reimbursement to pay for the estimated cost of electrical equipment damages that could result from a single future flood event.

Other retrofit work will include raising (3) three potable water air/vacuum valves by one foot in their existing locations and relocating (1) one reclaimed water air/vacuum valve approximately 200 feet to a new location above the flood inundation zone.

Request for Proposal (RFP) 21-057RH was advertised pursuant to Corona Municipal Code (CMC) 3.08.110 non-public projects formal bidding procedure requirements on March 3, 2021. The RFP was publicly solicited for contractors to submit a competitive proposal to perform on-call/emergency services on essential systems, which consist of potable water, reclaimed water, and wastewater infrastructure. The proposal closing date was March 24, 2021. The City received eight (8) proposals by the submission date of March 24. Among the eight contractors that submitted a proposal, the Utilities Department (UD) ranked Valverde Construction, Augustine General Engineering, and W.A. Rasic Construction Company as the top three candidates to receive a Maintenance/General Services Agreement (M/GSA). On June 2, 2021, City Council awarded an M/GSA in the amount of \$200,000 to each contractor, Valverde Construction, Augustine General Engineering, and W.A. Rasic Construction Company.

Purchasing Department and UD staff will review the existing on-call utilities maintenance contracts and determine if the existing on-call contractors are eligible to perform the proposed utility retrofit work. If the on-call contractors are determined to be eligible to perform the utility retrofit work, staff will recommend that City Council, in a subsequent City Council meeting, increase the contract value for the On-Call/Emergency Essential Systems Repair Services contract to the lowest responsible bidder among Valverde Construction, Augustine General Engineering, or W.A. Rasic Construction Company to perform the proposed flood inundation utility retrofit work.

#### **FINANCIAL IMPACT:**

Approval of the recommended actions will create a new Capital Improvement Project titled "Prado Dam Flood Inundation Utility Retrofit" and will result in an appropriation and estimated revenue

increase in the amount of \$44,081 in the Water Utility Grant/Agreement Fund 571 and in the amount of \$164,673 in the Water Reclamation Utility Grant/Agreement Fund 573. Estimated revenue in the Reclaimed Water Utility Fund 567 will increase by \$181,160 for the potential future repairs to the River Reclaimed Water Flow Control Station.

Construction Cost for Utility Protection, Relocation, and Replacement ..... \$167,003  
 Engineering, Administration, Labor Compliance, Contingency, Inspection (25%).. \$41,751  
 Total Estimated Cost ..... \$208,754  
 River Reclaimed Water Flow Control Station Upfront Payment ..... \$181,160  
 Total Reimbursement Cost ..... \$389,914

Fund	07/01/21 Est. Working Capital	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Working Capital Impacts	06/30/22 Est. Working Capital
Reclaimed Water Utility Fund 567	\$0	\$4,991,115	(\$4,991,115)	Revenue Increase \$181,160	\$181,160
Water Utility Grant/Agreement Fund 571 [Note 1]	\$414,531	\$0	(\$1,260,365)	Appropriation (\$44,081) Revenue Increase \$44,081	(\$845,834)
Water Reclamation Utility Grant/Agreement Fund 573	\$0	\$0	\$0	Appropriation (\$164,673) Revenue Increase \$164,673	\$0

*Note 1: Estimated negative ending position due to reimbursement expected in future years.*

### ENVIRONMENTAL ANALYSIS:

This action is categorically exempt pursuant to Section 15301(d) of the Guidelines for the California Environmental Quality Action (CEQA), which states that "Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood" is therefore exempt from CEQA. This action involves repairs/rehabilitation to existing structures to meet the current standard of public health and safety and therefore is exempt from the requirements of CEQA. Therefore, no environmental analysis is required.

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

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

### Attachments:

1. Exhibit 1 - Final Reimbursement Agreement

## **REIMBURSEMENT AGREEMENT**

This Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021 (the "Effective Date") by and between City of Corona ("CITY"), and Orange County Flood Control District (the "District"). CITY and the District are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

### **RECITALS**

WHEREAS, the District, as a local sponsor of the United States Army Corps of Engineers ("CORPS") Santa Ana River – Prado Dam project which includes the raising of the Prado spillway to provide additional water storage in the Santa Ana River basin to provide flood protection for Orange County and for a portion of Riverside County (the "Project"), within that area generally depicted in the attached Exhibit A (the "Project Location"), is responsible for utility relocations impacted by the Project.

WHEREAS, a portion of the Project's proposed expanded inundation area ("Expanded Inundation Area") in the Prado Basin, which is between elevations 556 and 566 feet above mean sea level, resulting from the proposed raising of the Prado spillway, is within the CITY's jurisdiction. Parties herein acknowledge that the existing Prado Basin inundation area is at elevation 556 feet due to the existing elevation of the Prado spillway.

WHEREAS, CITY currently operates and maintains certain facilities within the Expanded Inundation Area as shown in the attached Exhibit B (collectively the "CITY Facilities").

WHEREAS, the District has determined that implementation of the Project may adversely impact the CITY Facilities and, to that end, the District has requested that CITY modify, protect in place and/or relocate some or all of the CITY Facilities (hereinafter referred to collectively as "Relocations") to accommodate the Project.

WHEREAS, the CITY and District agree that preliminary discussions have been completed and have agreed in principle on the impacted facilities and corresponding mitigation measures fully documented by a study and/or a report, summarized as shown in the attached Exhibit C, and that this Agreement will primarily cover the implementation phase of Relocations. CITY further acknowledges and agrees that the scope of this implementation does not cover any CITY Facilities outside of the Expanded Inundation Area, and that CITY is solely responsible for any impacts the Project may have for such excluded facilities.

WHEREAS, the Parties intend that costs incurred for Relocations to accommodate the Project where the CITY holds prior or superior property rights or priority interests ("CITY Land Rights") over those rights held by DISTRICT and/or the CORPS, if any, are to be borne by District as eligible project costs ("Eligible Project Costs"). City further intends to furnish documentation of its prior or superior rights to District.

WHEREAS, the Parties intend that the scope of Relocations are based on comprehensive engineering evaluation, analysis, conclusions and recommendations agreed upon by both Parties, with input from Parties' respective consultants where applicable, as to potential adverse impacts to the CITY Facilities that may otherwise be absent if the Prado Basin inundation area is not expanded.

WHEREAS, subject to the terms and provisions set forth herein, CITY is willing and able to perform the work (or cause the work to be performed) identified in the attached Exhibit B and Exhibit C for the identified CITY Facilities in order to accommodate the Project. The Parties intend this Agreement to establish the process by which the District will cover the Eligible Project Costs incurred by the CITY in accordance with the terms herein.

WHEREAS, the CITY is committed to implementing the Relocations prior to award of the spillway construction contract for the Project as determined by District and CORPS.

WHEREAS, the CITY understands that Eligible Project Costs are eligible for reimbursements from the CORPS and CITY shall comply with Federal and State Prevailing Wage laws, the Davis-Bacon Act, 40 U.S.C. 3141 et seq.; the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq.; and the Copeland Anti-Kickback Act, 18 U.S.C. 874 and 40 U.S.C. 3145, and shall endeavor to assist the District in the request for reimbursements.

WHEREAS, the Parties intend this Agreement to enable District to certify utility relocations to the CORPS as needed for Project prior to the construction of the spillway.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE DISTRICT AND CITY AS FOLLOWS:

## **AGREEMENT**

### **1. SCOPE OF WORK**

This Project will require that the CITY Facilities within the Project Location, to be modified, protected in place and/or relocated by April 30, 2022 (hereinafter "Completion Date"). The Scope of Work for this Agreement is as indicated on the attached Exhibit C ("Scope of Work & Cost Estimate) for completion in accordance with the "Approved Plans" as defined below.

### **2. REQUIRED PLANS AND DOCUMENTATION**

a. Approved Plans. In furtherance of the District's request, CITY will have prepared certain plans/designs that identify (i) the CITY Facilities that will be impacted by the Project and (ii) the relocation or work needed for the affected CITY Facilities. Said CITY plans/designs that District expressly acknowledges as having been reviewed and approved as not presenting any conflicts with the Project shall become the "Approved Plans". It is the District's sole responsibility to ensure that no conflicts exist between the Approved Plans and the Project, and to timely inform CITY of the need for any refinements, modifications, or revisions to the Approved Plans to resolve any such conflicts that may later arise, all in accordance with subsections below.

b. Refinements to Plans. Depending upon the design status of the Project as of the Effective Date, the Parties acknowledge that refinements and/or adjustments to portions of the Approved Plans may be required in order to, for instance, eliminate minor conflicts. In such instance, CITY shall prepare such refinements to the Approved Plans as may be necessary in order to address/eliminate said conflicts. The refined Approved Plans shall be presented to the District for review and approval; CITY shall not commence the Facilities Work (see Section 3, below) unless and until the District has reviewed and approved the refined Approved Plans, if applicable. The District shall be responsible for all costs and expenses reasonably incurred by CITY in relation to the Eligible Project Costs, including CITY refinement of the Approved Plans that District has approved in advance in writing.

c. Revised Plans. In the event that modifications/revisions to the Approved Plans are required in order to accommodate changes to the Project (including the elimination of conflicts with the Project plans), to resolve conflicts within the Project area, or to address other changed conditions, then CITY shall prepare such modifications/revisions as are necessary to address said changes and shall present same to the District for review and approval. The District shall be responsible for all Eligible Costs reasonably incurred by CITY in relation to CITY's preparation of the modifications/revisions to the Approved Plans.

d. Record Drawing (As-Built Plans). City shall provide District a copy of as-built plans upon completion of the Relocations. These plans shall clearly show the actual work done and any field adjustments made in relation to the Approved Plans.

e. Documentation for City Land Rights. CITY shall furnish to District copies of its CITY Land Rights (e.g., easement deeds, outgrants, licenses, permits, etc.) which provide documentation of its property interest in the CITY Facilities including evidence that CITY holds prior or superior CITY Land Rights over those rights held by DISTRICT and/or the CORPS, if any.

### 3. FACILITIES WORK

Following the Parties' confirmation of the finality of the Approved Plans and the related CITY Land Rights, CITY shall cause the CITY Facilities to be modified, removed and/or relocated in accordance with the Approved Plans (the "Facilities Work"), with work completed by date specified herein per Section 1 (Scope of Work). CITY shall perform the Facilities Work in accordance with all applicable laws, rules and regulations including Federal and State Prevailing Wage laws, the Davis-Bacon Act, 40 U.S.C. 3141 et seq.; the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq.; and the Copeland Anti-Kickback Act, 18 U.S.C. 874 and 40 U.S.C. 3145.

### 4. COST ALLOCATION

Where CITY holds CITY Land Rights the District recognizes such rights as prior/superior property rights or priority interests over those rights held by DISTRICT and/or the CORPS, if any, and District shall be exclusively responsible for all costs and expenses that are Eligible Project Costs associated with CITY's implementation of the Approved Plans; including, but not necessarily limited to, the costs and expenses associated with:

- (i) CITY's initial research/study and report to determine impacted CITY Facilities and corresponding mitigation measures,
- (ii) Preparation of the Approved Plans (and any revisions thereto and refinements thereof),
- (iii) CITY's performance of the Facilities Work, and
- (iv) District's acquisition of the property interests required for the Facilities Work, where applicable.

District shall pay Eligible Project Costs either via deposits made to the CITY or as otherwise set forth in accordance with the provisions of this Agreement. District shall not be responsible for costs associated with work undertaken by City that is not considered an Eligible Project Cost. CITY is aware that federal funds will be used to reimburse such Eligible Project Costs and as such shall comply with all applicable laws and as stated herein, including state and federal prevailing wage laws.

### 5. INITIAL COST ESTIMATE, PAYMENT(S) AND RECONCILIATION

a. Initial Cost Estimate. The total estimated value for Eligible Project Costs for the Facilities Work on the CITY Facilities per this Agreement as reflected in the Scope of Work listed on Exhibit C, for which the District is responsible is \$389,914 the "Initial Cost Estimate").

b. Initial Deposit. Concurrent with or after the District's execution of this Agreement, the District shall pay to CITY the amount of \$100,000 as the "Initial Deposit" to be applied toward the total Initial Cost Estimate owed by the District. CITY shall use the Initial Deposit monies to pay for and reimburse the CITY's Eligible Project Costs as defined herein. CITY shall send the District monthly statements of expenditures which had been paid from the Initial Deposit documentation that substantiates each expense qualification as Eligible Project Costs. CITY, at its sole discretion, may use portions of the Initial Deposit toward the cost of initial research and study that may have already been performed prior to approval of this Agreement, so long as such costs are appropriately reimbursable as Eligible Project Costs.

CITY accepts compensation as set forth herein in exchange for CITY assuming 100% full financial

responsibility for the Facilities Work. CITY certifies that it will not cause delays to the Project by failing to complete said work and that upon completion of said work, all impacts to CITY Facilities due to the Project and Expanded Inundation Area, will have been fully addressed with no further action necessary.

Upon completion of the Relocations, CITY releases District and Corps of any liabilities as to impact of Project on CITY Facilities and waives any rights of any claims in the future.

c. Reconciliation. The Parties acknowledge that the Initial Cost Estimate is just a preliminary estimate and that the costs associated with the Facilities Work could increase (or decrease) prior to CITY's completion of the Facilities Work. The Parties acknowledge that the District will not be responsible for paying the total costs and expenses actually incurred by CITY in relation to implementation of the Approved Plans or other activities in accordance with this Agreement, unless such costs are appropriately reimbursable as Eligible Project Costs. Thus, at the completion of the Facilities Work (or upon cancellation of the Project or termination of this Agreement), CITY will calculate the total actual costs and expenses for which the District is responsible hereunder, and the District will be provided with a final invoice identifying said costs and expenses. The District will be billed or refunded, as applicable, for any difference between the amounts paid by the District hereunder and the total Eligible Project Costs. Any amount owed to CITY shall be due no later than 60 days after the District's receipt of the final invoice; provided that prior to CITY incurring expenses hereunder that exceed the Initial Cost Estimate that City notifies District in writing as to the amount change. Notwithstanding anything to the contrary, this Agreement covers any increase in the Initial Cost Estimate that is less than 25% of the Initial Cost Estimate, provided that such increase shall not exceed an aggregate sum of One Million Dollars (\$1 million); otherwise, the Parties agree to enter into an amendment to this Agreement signed by the County of Orange, Board of Supervisors, or designee per delegated authority. Similarly, any amount owed by CITY to the District shall be refunded by CITY to the District within 60 days following CITY's preparation and delivery of the final invoice.

## **6. PROJECT SCHEDULING**

The Parties acknowledge and agree that the Completion Date is critical for District to certify Relocations as required for the Project. The Parties further acknowledge and agree that Completion Date of the Facilities Work is contingent upon mutually acceptable schedules, available resources, the timely obtaining of permits, licenses, real property rights, and other documents, outages or other key items and not being delayed by those forces described below. The Parties shall work cooperatively and in good faith to timely meet all mutually acceptable schedules and to minimize delays. Prior to implementation of the Facilities Work, CITY shall provide District a proposed schedule for review and approval to ensure compliance with the Completion Date.

## **7. COMPLIANCE WITH CEQA AND OTHER ENVIRONMENTAL LAWS**

The Parties agree to comply with the requirements of the California Environmental Quality Act ("CEQA") and other environmental laws, as applicable, and shall prepare any and all Negative Declarations, Mitigated Negative Declarations and/or Environmental Impact Reports which may be required by any agency or entity having jurisdiction over the Project and the Facilities Work. Notwithstanding any provision herein to the contrary, the District acknowledges and agrees that CITY will not begin the Facilities Work unless and until CITY has confirmed that all environmental permits, approvals, certifications and authorizations have been issued in relation to the Project and the Facilities Work.

## **8. COOPERATION BY BOTH PARTIES; TIMELY COMMUNICATION**

The Parties shall work cooperatively and in good faith to timely implement their respective duties and obligations set forth herein. To that end, the Parties shall timely communicate with one another regarding the status of the Project, the status of the Facilities Work, and ways that the Parties may work together to facilitate performance under this Agreement. Notwithstanding any provision herein to the contrary, failure by either Party to timely respond to requests for information shall be considered a default of this Agreement.

9. **INDEMNIFICATION BY DISTRICT**

The District agrees, for itself, and for its agents, contractors, and employees, to save harmless, defend, and indemnify CITY, its elected and appointed officials, officers, agents, contractors, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of action, expense and/or liability arising from or growing out of loss or damage to property, including CITY's own personal property, or injury to or death of persons, including employees of CITY, resulting in any manner whatsoever, directly or indirectly, by reason of the District's exercise of its rights or obligations as set forth herein. District's duty to indemnify CITY includes, without limitation, claims against CITY pertaining to the location and/or underlying real property rights for CITY's facilities in new locations (as may be applicable), and claims against CITY for the removal and/or remediation of pre-existing environmental contamination (provided such contamination was not caused by CITY). District shall not be excused of its duty to indemnify for CITY's ordinary negligence, but shall be excused to the extent claims, losses, or damages are attributable to CITY's sole negligence, gross negligence, or willful misconduct.

10. **INDEMNIFICATION BY CITY**

The City understands and agrees that all Facilities Work and Relocations are intended for flood control purposes for the CORPS operation of the Prado Dam which includes the Expanded Inundation Area within the Prado Basin due to the proposed raising of the existing spillway. The CITY agrees, for itself, and for its agents, contractors, and employees, to save harmless, defend, and indemnify District and CORPS, their elected and appointed officials, officers, agents, contractors, and employees, and their successors and assigns, from and against all claims, loss, damage, actions, causes of action, expense and/or liability arising from or growing out of loss or damage to property, including District's and CORPS' own personal property, or injury to or death of persons, including employees of District and CORPS, resulting in any manner whatsoever, directly or indirectly, by reason of the CITY's exercise of its rights or obligations as set forth herein. CITY shall not be excused of its duty to indemnify for District's ordinary negligence, but shall be excused to the extent claims, losses, or damages are attributable to District's and CORPS' sole negligence, gross negligence, or willful misconduct.

11. **NOTICES, CORRESPONDENCE, AND PAYMENT ADDRESS**

Any notices and correspondence provided for in this Agreement, *other than payments*, to be given by either Party hereto to the other shall be deemed to have been duly given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, addressed as follows:

To CITY:  
City of Corona  
Public Works Department  
400 S. Vicentia Avenue, Ste. 215  
Corona, CA 92882  
Attention: Savat Khamphou, P.E.

To District:  
OC Public Works  
601 N. Ross Street  
Santa Ana, CA 92701  
Attention: Nardy Khan

Payments: Any payments provided for in this Agreement shall be forwarded to the addresses below.

To CITY:  
City of Corona  
Public Works Department  
400 S. Vicentia Avenue, Ste. 215  
Corona, CA 92882  
Attention: Savat Khamphou, P.E.

To District:  
OC Public Works  
601 N. Ross Street  
Santa Ana, CA 92701  
Attention: Nardy Khan

## 12. TERMINATION

a. District's Right to Terminate Agreement. The District shall have the right to terminate this Agreement at any time upon written notice to CITY. If this Agreement is terminated by the District, the District shall be responsible to CITY for all Eligible Project Costs actually incurred by CITY in connection with CITY's preparation of the Approved Plans, performance of the Facilities Work prior to or on the date of termination, and any other actions/activities performed prior to or on the date of termination under this Agreement. CITY shall prepare and deliver to the District an invoice that describes/identifies the costs and expenses thus incurred by CITY. Within 60 days following CITY's delivery of said invoice, the District shall pay to CITY the amounts specified in the invoice.

b. Termination Due to District's Default. If the District is in default of any of the terms, provisions, conditions, limitations and covenants of this Agreement, CITY shall give the District written notice of default ("Default Notice") at the address provided for herein. If the District does not cure such default within a reasonable time specified in the Default Notice, CITY has the right, but not the obligation, to terminate this Agreement upon 30 days written notice to the District (or such lesser time as may be appropriate under the circumstances). Except as otherwise provided, should CITY exercise such right of termination, CITY shall be entitled to payment for all Eligible Project Costs related to the performance of this Agreement incurred by CITY, up to and including the date of termination. CITY shall prepare and deliver to the District an invoice that describes/identifies the costs and expenses thus incurred by CITY. Within 60 days following CITY's delivery of said invoice, the District shall pay to CITY the appropriate amounts specified in the invoice.

## 13. JURISDICTION OF PUBLIC UTILITIES COMMISSION – *intentionally deleted*

## 14. AMENDMENTS

The provisions of this Agreement shall not be altered or amended by any representations or promises of any Party unless consented to in a writing executed by all Parties.

## 15. GOVERNING LAW

This Agreement shall be subject to and construed according to the laws of the State of California.

16. **HEADINGS**

The captions and headings used in this Agreement are strictly for convenience and are not intended to and shall not affect the Parties' rights and obligations, or the construction or interpretation of this Agreement.

17. **THIRD PARTY BENEFICIARIES**

Except as provided herein in Sections 9 and 10, nothing herein is intended to create any third-party benefit.

18. **NO AGENCY, PARTNERSHIP OR JOINT VENTURE**

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by and between the Parties hereto.

19. **WAIVER**

No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by any Party of any provision under this Agreement shall be effective unless in writing and signed by such Party, and no waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

20. **DUPLICATE ORIGINALS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in duplicate originals, each of which, when so executed and delivered, shall be an original but such counterparts shall together constitute one instrument and agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (*i.e.*, PDF) or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. This Agreement may be executed by the Parties by way of an electronic signatures, in which case, said electronic signatures shall have the same force and effect as a written signature.

***[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]***

IN WITNESS WHEREOF, this Agreement and each and every term herein is agreed to by and between the undersigned.

**CITY OF CORONA,**  
a municipal corporation

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

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

**Attest:**

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

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

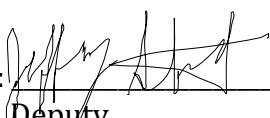
By: \_\_\_\_\_  
City Attorney                      Date

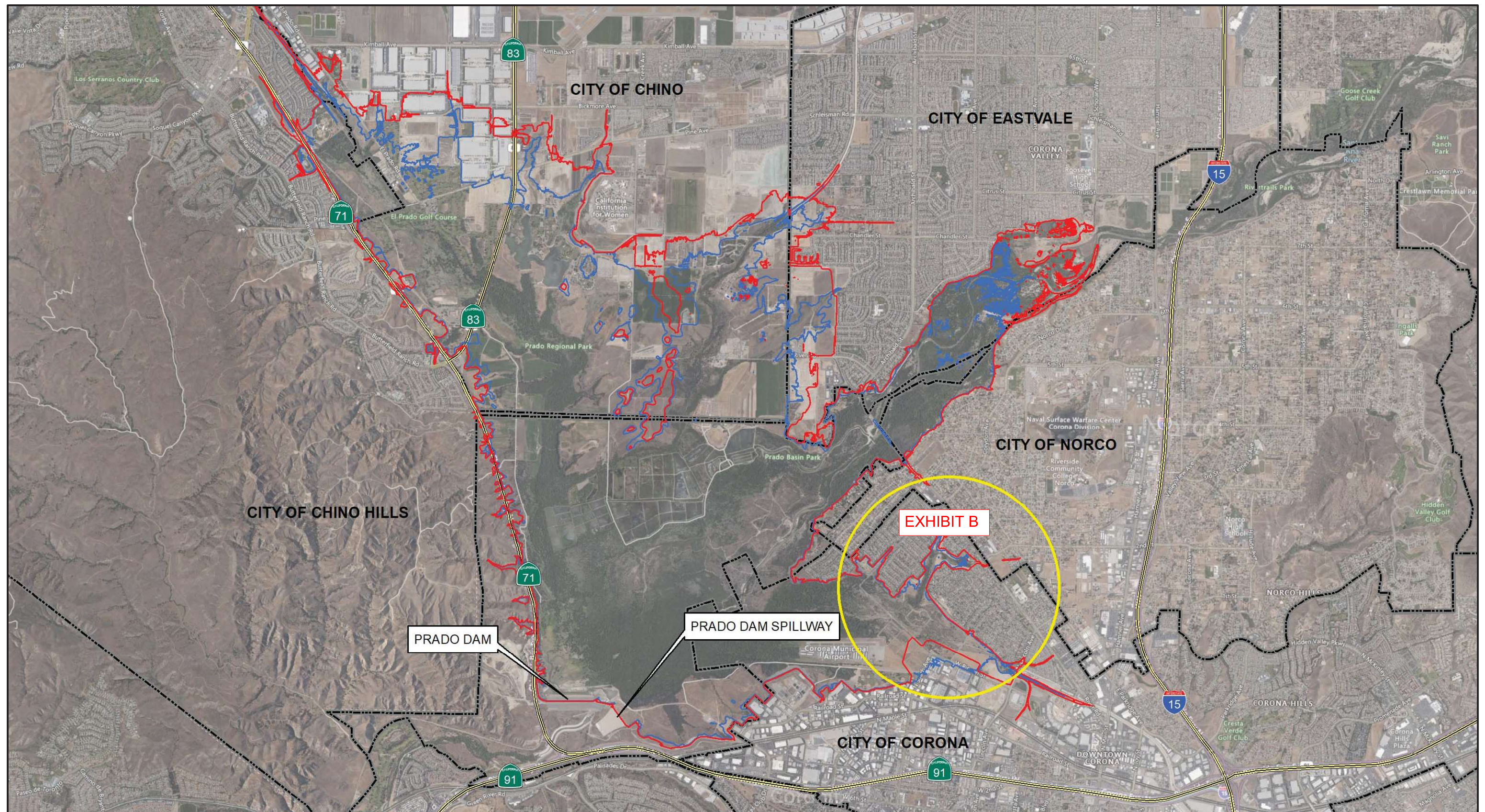
**ORANGE COUNTY FLOOD  
CONTROL DISTRICT,**  
a body corporate and politic

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

By: \_\_\_\_\_  
Director of OC Public Work or designee  
Pursuant to Minute Order 10/06/2020

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

By:  \_\_\_\_\_ 11-24-2021  
Deputy                      Date

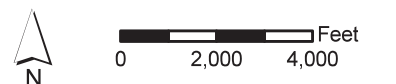


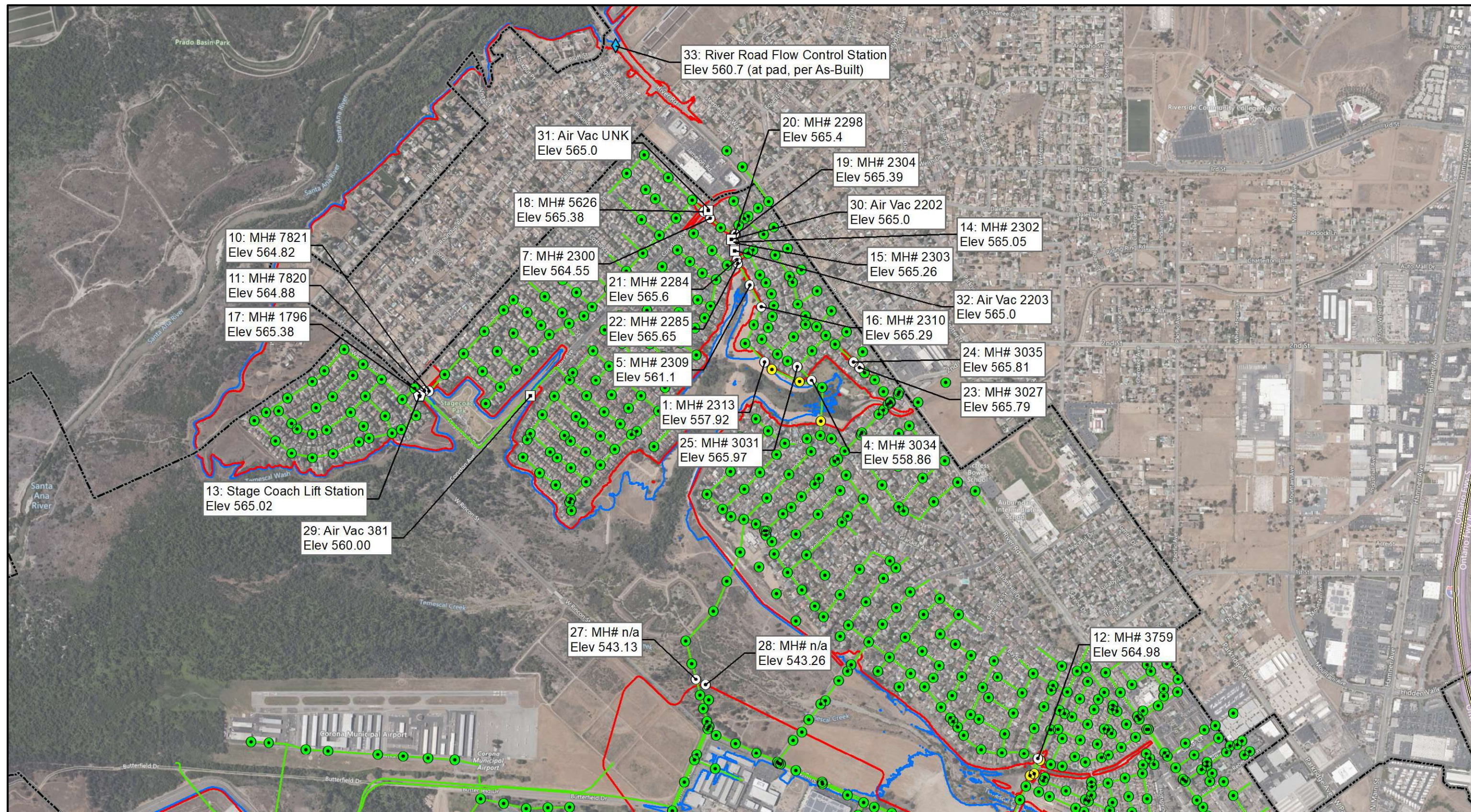
ORANGE COUNTY PUBLIC WORKS  
PRADO DAM UTILITY RELOCATIONS  
CITY OF CORONA  
**EXHIBIT A**  
PROJECT LOCATION

- ~ New Inundation@Elev 566-ft
- ~ Prado Existing Basin@Elev 556-ft
- Highways
- Jurisdictional Boundary

Map Projection:  
NAD83 State Plane California Zone 6  
Vertical Datum:  
NGVD29  
Map Created:  
7/12/2021  
Data Sources:  
OCPW 2015 Topo, Tetra Tech, Bing Maps

1 inch = 4,000 feet 1:48,000



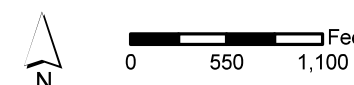


**ORANGE COUNTY PUBLIC WORKS  
PRADO DAM UTILITY RELOCATIONS**  
CITY OF CORONA  
EXHIBIT B  
CITY FACILITIES

- RW Flow Meter
- Lift Station (Impacted)
- Air Vac (Impacted)
- Sewer Manholes
- Sewer Manholes (Impacted)
- Sewer Manholes (Impacted/Sealed)
- Highways
- Jurisdictional Boundary
- New Inundation@Elev 566-ft
- Prado Existing Basin@Elev 556-ft

**Map Projection:**  
NAD83 State Plane California Zone 6  
**Vertical Datum:**  
NGVD29  
**Map Created:**  
9/24/2021  
**Data Sources:**  
OCPW 2015 Topo, Corona GIS, Bing Maps

1 inch = 1,100 feet 1:13,200



# EXHIBIT C

## SCOPE OF WORK & ESTIMATES



CITY OF CORONA  
DEPARTMENT OF WATER & POWER  
PRADO DAM 556-566 FLOOD INUNDATION UTILITY RELOCATION  
ESTIMATED CONSTRUCTION COST FOR UTILITIES MITIGATION MEASURES

November 24, 2021

Potable Water Utility					
Potable Water Appurtenance	Flood Classification	Action	Quantity	Retrofit Cost (\$/Item)	Total (\$) - Option 1
Air Vac	556 - 566 Inundation	Raise	3	\$600	\$1,800
Fire Hydrants	556 - 566 Inundation	None	15		
Fire Hydrant Valves	556 - 566 Inundation	None	15		
Gate Valve	556 - 566 Inundation	None	15		
Total Potable Water					\$1,800
Sewer Utility					
Sewer Appurtenance	Flood Classification	Action	Quantity	Retrofit Cost (\$/Item)	Total (\$) - Option 1
Sewer Manhole	556 - 566 Inundation	Seal 24" MH Lid	19	\$5,378	\$102,182
Sewer Manhole	556 - 566 Inundation	Seal 36" MH Lid	2	\$5,378	\$10,756
Stagecoach Sewer Lift Station	556 - 566 Inundation	Seal Access & Construct Perimeter Protection	1	\$18,800	\$18,800
Total Sewer					\$131,738
Reclaimed Water Utility					
Reclaimed Water Appurtenance	Flood Classification	Action	Quantity	Repair Cost / Relocation Cost (\$/Item)	Total (\$) - Option 1
Air Vac	556 - 566 Inundation	Relocate to Higher Elev	1	\$33,465	\$33,465
Reclaimed Fire Hydrants	556 - 566 Inundation	None	6		
Reclaimed Fire Hydrant Valves	556 - 566 Inundation	None	6		
Gate Valve	556 - 566 Inundation	None	3		
River Flow Control Station - Option 1 - Repair	556 - 566 Inundation	Replace Electrical Equipment	1	\$75,000	\$75,000
River Flow Control Station - Option 1 - Repair	556 - 566 Inundation	Replace Electronic Equipment	1	\$69,928	\$69,928
Total Reclaimed Water					\$178,393
Total Estimated Construction Cost for Utility Protection, Relocation and Replacement					\$311,931
Engineering, Administration, Contingency, Labor Compliance, Inspection (25%)					\$77,983
Total Estimated Cost for Utility Protection, Relocation and Replacement					\$389,914



Staff Report

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**File #:** 21-1090

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

**DATE:** 12/01/2021

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

**FROM:** Utilities Department

**SUBJECT:**

First Amendment to the Maintenance/General Services Agreement with Hoyt Transportation, Inc., for the transportation of Class B Biosolids.

**EXECUTIVE SUMMARY:**

Biosolids are a byproduct of the wastewater treatment process; the removal of such products has strict regulations that must be adhered to. Approval is recommended for the First Amendment to the Maintenance/General Services Agreement with Hoyt Transportation, Inc. for supplemental transportation of Class B solids to remain compliant with the City's permit to operate a water reclamation facility and other applicable laws and regulations.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council approve the First Amendment to the Maintenance/General Services Agreement with Hoyt Transportation, Inc. to increase the total compensation for Fiscal Year 2022 by \$300,000 to provide for the transportation of Class B Biosolids.
- b. City Council authorize the City Manager, or his designee, to execute the First Amendment to the Maintenance/General Services Agreement with Hoyt Transportation, Inc. for a total contract amount of \$400,000 in Fiscal Year 2022.
- c. City Council authorize the Purchasing Manager to issue Change Order No.1 to Purchase Order B220026 to Hoyt Transportation, Inc. for \$300,000.
- d. City Council authorize the City Manager, or his designee, to approve amendments necessary

for the execution of the work, in accordance with the Corona Municipal Code [Section 3.08.060 \(J\)](#), up to \$40,000 or 10% of the amended contract amount.

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

**BACKGROUND & HISTORY:**

The Utilities Department's (UD) Water Reclamation Facility No. 1 (WRF1) generates Class B (wet) biosolids as a byproduct from the wastewater treatment process. Class B biosolids are dewatered to approximately 18 percent total solids and are temporarily stored at WRF1 prior to removal. WRF1 currently generates approximately 43 wet tons of Class B biosolids per day and approximately 16,000 wet tons of biosolids per year. WRF1 has a National Pollutant Discharge Elimination System (NPDES) permit issued by the State Water Resources Control Board (SWRCB). One of the permit requirements is the lawful management of biosolids per Title 40 of the Federal Code of Regulations (CFR), Part 503.

UD's current Class B biosolids transporter is Synagro-WWT, Inc. On September 1, 2021, Synagro-WWT, Inc. was awarded an agreement and Purchase Order (PO) in response to Request for Proposals (RFP) 21-084HC for biosolids end use. The end-use management of biosolids includes the following, but is not limited to: collecting, transporting, composting, recycling, and disposal. All actions and activities must comply with all applicable federal, state, and local laws and regulations. Synagro-WWT, Inc. collects Class B biosolids from WRF1 and transports each load to a Synagro composting facility in Vicksburg, Arizona or Helendale, California.

Due to a shortage of commercial drivers nationwide, Synagro-WWT has had difficulty obtaining and maintaining commercial drivers required to collect and transport the volume of biosolids generated at WRF1. Synagro-WWT, Inc. is averaging nine hauls per week. This is an inadequate number of hauls to meet the City's operational needs, which has severely impacted the operations at WRF1. The accumulation of biosolids onsite has significantly delayed the process of dewatering. Additionally, staff has identified an increase in sodium hypochlorite use due to the increased biosolids inventory. If biosolids continue to accumulate in the digestion and activated sludge process, the result will be an over-accumulation of solids. Once the activated sludge process has excessive biosolids in the system, the biosolids will go into the effluent, which will cause permit turbidity violations. Any noncompliance constitutes a violation of the Clean Water Act (CWA) and the California Water Code and is grounds for: an enforcement action; permit termination, revocation, and re-issuance, or modification; denial of a permit renewal application; or a combination thereof. These violations are also subject to monetary fines up to \$25,000 per day per violation and \$1 per gallon per day of treated wastewater. WRF1 daily flow averages eleven million gallons per day.

**ANALYSIS:**

On May 10, 2021, the Utilities Department entered into an agreement with Hoyt Transportation in the amount of \$100,000 to provide professional biosolids transportation services on an as-needed basis. The basis of the agreement was to have an additional vendor, other than Synagro, to provide biosolids hauling services for redundancy purposes. Given Synagro's inability to meet UD's current biosolids hauling needs, UD requires the ability to use Hoyt Transportation services to continue to

meet the Water Reclamation Division's operational needs. Staff requests the City Council's approval of the First Amendment to the MGSA with Hoyt Transportation, Inc. to increase the total agreement amount by \$300,000, from \$100,000 to \$400,000. The increased budget will allow the UD to retain the existing contracted services, which will allow for Hoyt Transportation, Inc. to supplement the Class B biosolid removal demands at WRF1. They have consistently provided one haul per day, five days per week, since May of 2021. Additionally, WRF1 will remain compliant with permit conditions and applicable laws and regulations.

**FINANCIAL IMPACT:**

Funding for the recommended action is included in the Fiscal Year 2022 Utilities Department Operating Budget. Funding in future fiscal years will be recommended through the budget process.

**ENVIRONMENTAL ANALYSIS:**

This action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which states that operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the CEQA determination is exempt from CEQA. Therefore, no environmental review is required.

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

**REVIEWED BY:** TOM MOODY, GENERAL MANAGER

**Attachments:**

1. Exhibit 1 - RFP 21-084HC
2. Exhibit 2 - MGSA with Synagro-WWT, Inc.
3. Exhibit 3 - MGSA with Hoyt Transportation, Inc.
4. Exhibit 4 - First Amendment to MGSA with Hoyt Transportation, Inc.

# Proposal for RFP No. 21-084HC - Class B Biosolids End Use

for the

## City of Corona



Submitted on  
July 22, 2021





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## I. Cover Letter

JULY 22, 2021

435 Williams Court, Suite 100  
Baltimore, MD 21220  
www.synagro.com



### **Ms. Holli Clear, Purchasing Specialist III**

City of Corona  
Administrative Services Department  
400 S. Vicentia Ave, Suite 320  
Corona, CA 92882

### **Re: RFP No. 21-084HC – Class B Biosolids End Use**

Dear Ms. Clear:

Synagro-WWT, Inc. (Synagro) is pleased to respond to the City of Corona's Request for Proposals for Class B Biosolids End Use and have enclosed our proposal for your review.

- a. The Contractor submitting this proposal is:  
Synagro-WWT, Inc.  
435 Williams Court, Suite 100, Baltimore, MD 21220  
1-800-370-0035
- b. Synagro is proposing to beneficially use 100% of the City's biosolids through composting. We will compost biosolids at both our Nursery Products and Arizona Soils compost facilities. Each facility has the permitted capacity to process the entire amount of BBAWRA's biosolids. These facilities will function as back-up and redundancy for each other. Through this approach Synagro is offering both facility diversity and geographic diversity for composting.
- c. Synagro acknowledges receipt of Addendum 1, Addendum 2, and Addendum 3.
- d. Synagro contact person for the proposal evaluation period is:  
Robert Ford, Business Development Manager  
2653 Santiago Road, Taft, CA 93268  
323-843-9173; robertford@synagro.com
- e. The cost of printing, mileage, telephone, mailing and other expenses incidental to the performance of the main items of the CLASS B BIOSOLIDS END USE services to be rendered are included in the rates schedule of Synagro's fee proposal and there will be no additional charges other than what would be allowed contractually or that may occur as a result of Change in Law.
- f. This proposal shall remain valid for a period of not less than 60 days from the date of submittal.





City of Corona  
July 22, 2021  
Page 2

Synagro's mission and core business purpose is focused on the management of municipal biosolids residuals, including project development, operations, and biosolids product recycling and marketing. This focus has resulted in Synagro being North America's leading provider of high-quality, cost-effective biosolids management and beneficial use services. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 40 years. Synagro's experience in all areas of biosolids management is unparalleled and diversified.

More than 600 units of local government from across the United States rely on Synagro as their biosolids management partner. To serve those customers, Synagro has more than 750 dedicated employees, providing a deep talent base and understanding of our industry. Our customers are supported by this unique pool of resources with unparalleled knowledge, skills, and ability in biosolids management.

We appreciate the opportunity to present Synagro's proposal for this project. Should you have any questions about our submittal or our approach to the project, please feel free to contact Robert Ford at the number or e-mail above. We look forward to hearing from you soon.

Sincerely,

Emil Kneis  
Sales Support Manager

EK:kw





## 2. Technical Proposal

### a. Project Approach

- i. Describe how your proposed approach and methodology addresses the City's needs as expressed in the RFP.

Based on years of service and thorough examination of the City of Corona (City) Request for Proposal (RFP) documents and site tour, Synagro is confident that we understand the scope of work and expectations of the RFP. Specifically, we understand the City plans on executing a contract with a firm to collect, pick-up, transport and compost biosolids processed at the WWTP for beneficial use.

In concert with the City's goals, Synagro is proposing to beneficially use 100% of the WWTP biosolids through composting. We will compost biosolids at our Arizona Soils or provide Nursery Products compost facilities as a backup at the same fee. Each facility has the permitted capacity to process the entire amount of the City's biosolids. Through this approach Synagro is offering both facility diversity and geographic diversity for composting.

As the leading provider of biosolids beneficial use service in California, as well as the United States, Synagro is *uniquely qualified* to provide biosolids management services for the City. Synagro's mission and core business purpose is the management of municipal biosolids with a focus on providing beneficial use options. Biosolids is not part of our business, it is our business! We have been successfully meeting the biosolids management needs of generators for over 40 years. More than 600 government entities across the United States rely on Synagro as their biosolids management partner. Synagro has more than 700 dedicated employees, providing a deep talent base and understanding of our industry. Our customers are supported by this specialized pool of resources with unparalleled knowledge, skills, and ability in biosolids management.

In California, Synagro has four compost facilities, one heat drying and pelletization facility and tens of thousands of acres of farmland serving our customers. In addition, we have over 75 employees focused on in-state biosolids service. Synagro will leverage its corporate resources in engineering, permitting, regulatory, and legislative affairs to the benefit of the City of Corona's biosolids programs. We have been providing service to over 150 customers in California including some of the largest municipalities such as Los Angeles County, Orange County, South Orange County Wastewater Authority, City of Los Angeles, Sacramento, East Bay MUD, City of San Francisco, City of Fresno, and many more. Synagro's two compost facilities in workable proximity to the City, coupled with our sole focus on biosolids beneficial use, make us the *best qualified* firm to provide the City's biosolids management service.



### **b. Work Plan**

This section must contain sufficient detail to convey to members of the evaluation team your firm's knowledge of the subjects and skills necessary to successfully complete the project.

i. Describe your plan for accomplishing the tasks described in the Scope of Work.

Synagro will manage the City of Corona's biosolids at our Arizona Soils compost facility located in La Paz County, Arizona, at 41326 McVey Road, Vicksburg, AZ 85348. We will utilize our Nursery Products compost facility located in San Bernardino County, 14479 Cougar Road, Helendale, CA 92342 as a back-up disposal option. The biosolids residuals will be delivered by Denali as directed.

### **Arizona Soils**

#### **Project Description**

Synagro's Arizona Soils Composting Facility is one of the largest outdoor biosolids composting facilities in the United States. The facility is located in La Paz County, Arizona and has been servicing the Arizona and Southern California region since 1991. The 40-acre windrow composting facility provides recycling of up to 500 wet tons of biosolids per day, along with select bulking agents consisting of green waste, stable bedding and/or wood chips. These materials are used in the production of high-grade compost products that are sold in bulk to the agricultural sector.



With operations encompassing 40 acres, Arizona Soils is one of the largest outdoor biosolids composting facilities in the U.S.

#### **Dates and Duration of Project**

- Commercial operation: 1991
- Contract end date: ongoing

#### **Facility Details**

The Arizona Soils compost facility is located in La Paz County, Arizona, at 41326 McVey Road, Vicksburg, AZ 85348. The facility is located on an 80-acre parcel of land with the following legal description: South ½ of the Northeast ¼ of Section 33, Township 5 North, Range 15 West.

The site is relatively flat, slopes less than 0.5 percent in a general southwest direction, sparsely populated with desert vegetation and has direct access from State Highway 60 and Interstate 10. There are several inhabited residences within a 3-mile radius of the site, and surrounding land is used for grazing. The entire 80-acre parcel is fenced with access control gates to provide security at the site.



The site is zoned RA-4Q (Rural, Agricultural, Forty Acre Minimum Parcel Size) and in accordance with the La Paz County Planning and Zoning Commission, the zoning is appropriate to allow the site to be used for a composting operation. The distance from the roads surrounding the composting area to the property line is 250 feet or greater. The on-site well is located >250 feet from the composting area. The roads (16 feet wide) are compacted all-weather surfaces and were built a minimum of 4 feet higher than the existing grade. The roads thus act as a perimeter berm to isolate the composting area. The drainage trench and on-site runoff control trench are constructed with 2-foot bottoms, 2:1 side slope, trapezoidal cross-sections. All other distances have been maintained in accordance with local, state and federal regulations.

Arizona Soils is designed and permitted to receive up to 878 wet tons of biosolids daily. This is equivalent to approximately 34 trucks per day, 7 days a week. The operating hours are typically from 6 a.m. to 4 p.m., Monday through Saturday and 6 a.m. to 12 p.m. on Sundays. However, the facility can operate 7 days per week, 24 hours per day, if necessary. The daily maximum throughput of 850 tons per day shall be averaged monthly, as some days the facility will receive peak volumes (up to 3,000 tons per day) and some days may receive no material. A copy of the permit is provided in Appendix A.

The facility utilizes the standard aerated windrow method of biosolids composting and utilizes various types of bulking agents (carbon sources) to mix with the biosolids such as green waste, wood waste, gypsum, agricultural by-products, water treatment by-products, stable bedding, as well as steer, sheep and chicken manures. These products are blended together and windrow composted to produce a soil conditioner or low grade fertilizer for agricultural, horticulture; silviculture and domestic use. The finished compost is sold in bulk and may be sold in bags for beneficial use. Each bulking agent source is monitored for inorganic (non-compostable) materials.

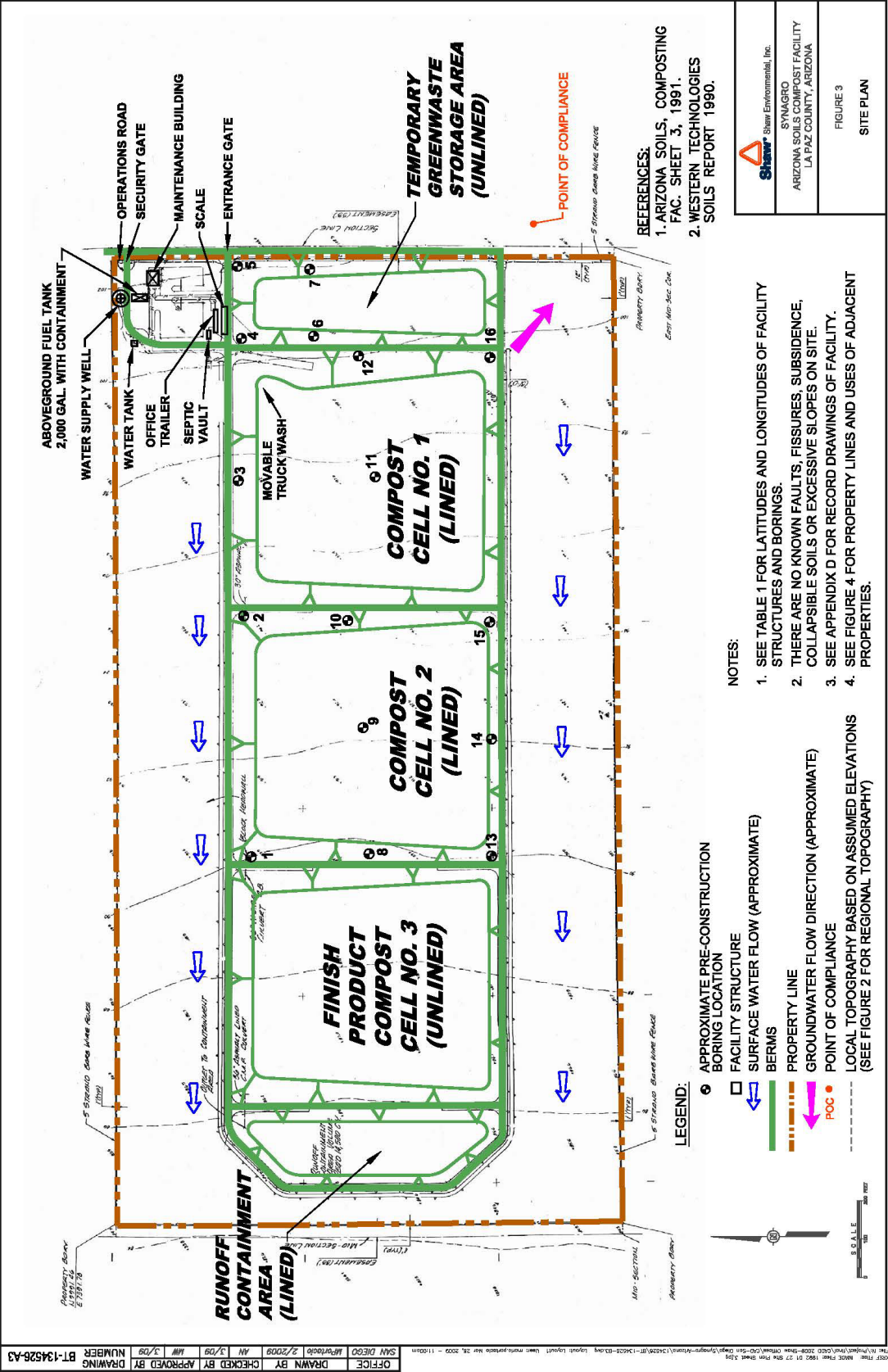
The finished compost products are tested to ensure quality and stability of the materials. During the composting process, monitoring of windrow temperature is conducted to ensure pathogen and vector attraction reduction in accordance with 40 CFR 503 regulations.

Process elements for the composting operation consist of checking and off-loading all incoming trucks which are delivering biosolids and bulking agents to the compost pads, initial mixing and formation of the windrows, turning and aeration of the compost piles during the active composting cycle, monitoring and logging temperature data for each windrow, and the monitoring and distribution of finished product.

Each bulking agent load is transported to the composting facility from the producer (e.g. packing plant, feedlot, stable/truck, mine, green waste receiving and processing facility or grinding operation) using tractor/trailer rigs. The bulking agents are placed on the bulking agent storage area and blended with biosolids as needed, forming windrows. Some bulking agents are further ground on site in order to achieve an ideal size. Manures and recycled compost are also used as bulking agents.



After the mixture is bulked to approximately 30 to 40 percent solids, the material is formed into windrows for composting. The composting process is an aerated windrow process with mechanical mixing equipment for turning. The complete composting process is performed in approximately three to four weeks. The finished compost is stored in a designated area on-site until sale or distribution. Quality control testing is performed to ensure the compost meets the pathogen reduction, vector attraction reduction, and metals requirements associated with the final use of the product in accordance with 40 CFR 503 regulations. Water is available at the site and is used for dust control and moisture conditioning of the compost, as needed. The composted product is marketed by Synagro's Product Sales & Marketing staff and is transported from the site to customers using tractor/trailer units.





## Nursery Products

### **Project Description**

Operational since 2012 and acquired by Synagro in November 2016, our San Bernardino County facility is located in one of the cleanest air quality management districts (AQMD) in the State of California, the Mojave Desert AQMD.

The Hawes Composting Facility is a biosolids and green material composting facility located on 80 acres of a 200-acre property owned by Nursery Products within an unincorporated area of the County. The facility composts biosolids and green material to produce agricultural grade compost. The feedstock consists of approximately 10-20% green material from green material collection companies and 80-90% biosolids from wastewater treatment facilities. Compost and other landscape material is distributed for a variety of uses, including agricultural applications.



Located in San Bernardino County, the Nursery Products facility composts biosolids and green material to produce a product used in landscaping and agricultural applications.

Nursery Products provides a strategic benefit as natural clay provides a natural barrier to the underlying water table. With a geographical location that is naturally advantageous, our open-air operation has no added costs or expenses of an enclosed facility to control air quality.

### **Dates and Duration of Project**

- Commercial operation: 2012
- Contract end date: ongoing

### **Facility Details**

The Hawes Composting Facility is located west of Barstow, approximately 10 miles west of Hinkley Road, 12 miles east of Kramer Junction, one mile south of State Route 58, and one mile west of Helendale Road. Sensitive receptors are located at great distances from the site, as evidenced by exceptionally few calls on the Nursery Products hotline since composting operations began in 2012.

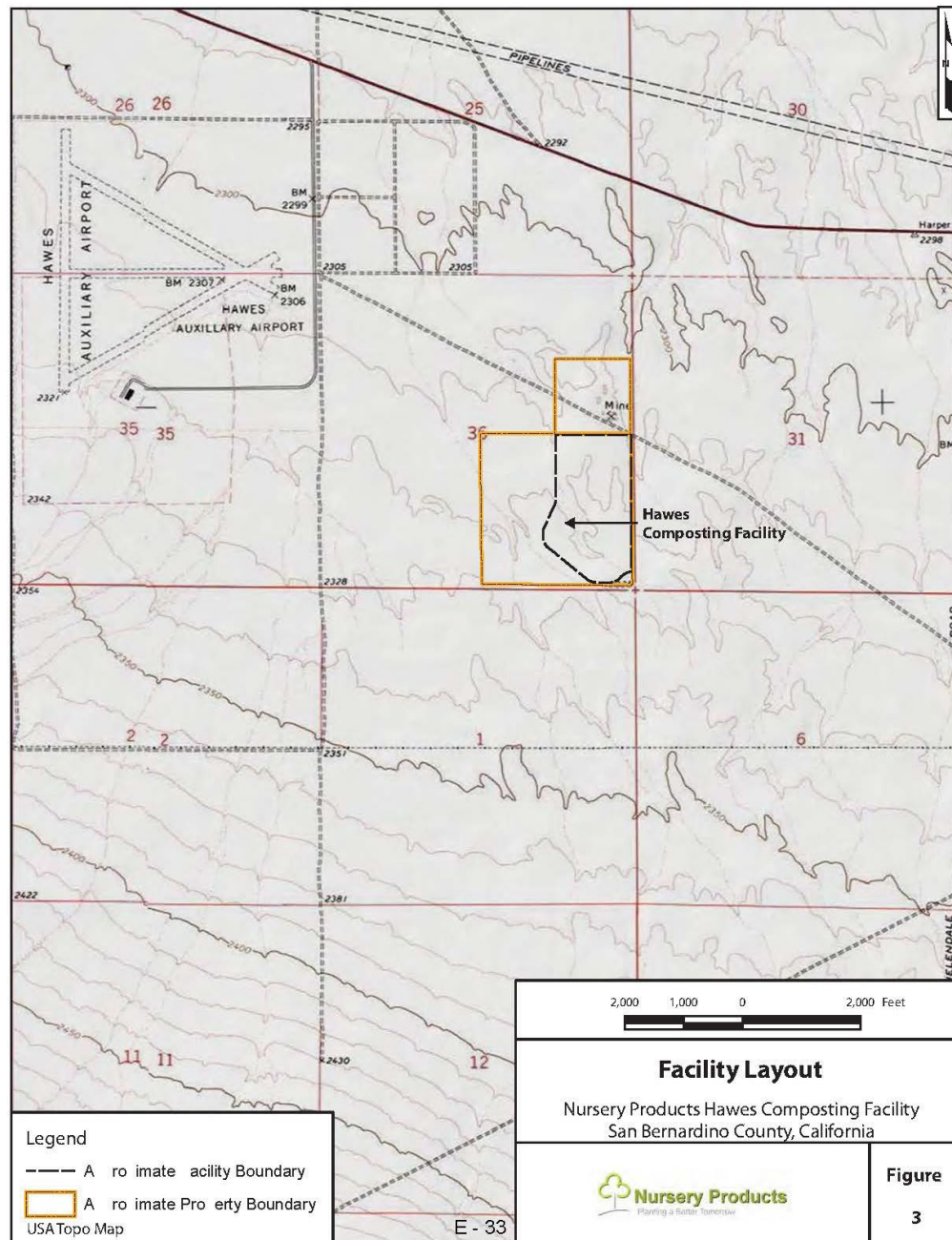
Approximately 110 miles east of Los Angeles and permitted to manage 1,100 wet tons of material per day, Nursery Products is the closest and largest biosolids recycling option for the five largest counties in California.



Our location provides a strategic benefit as natural clay provides a natural barrier to the underlying water table. With a geographical location that is naturally advantageous, our open-air operation has no added costs or expenses of an enclosed facility to control air quality.

Operating practices and permits for Nursery Products meet or exceed industry regulatory requirements. Collected biosolids, filter cake, green waste and other feedstock material is processed through windrow composting to produce Class A compost. We are diligent about our facility's adherence to federal, state and local environmental requirements and strive to create a conscientious corporate culture through:

- Routine monitoring of groundwater and incorporating stormwater management
- Tracking wind speed to determine appropriate times for pile turning
- Strict adherence to legally-required community impact measures



ii. Describe personnel working on the project, their tasks, and their time commitments.

Synagro has a depth of experienced biosolids composting personnel. In addition to the key personnel listed below, Synagro has many additional experienced engineering, permitting, and operational employees. Key project individuals on the project are as follows:



Table I - Key Personnel Experience

Name & Title	Year of Experience	Area of Responsibility for the Project
Craig Geyer Regional Vice President	15	Responsible for overall operations of Arizona and Southern California land application and compost facility management
Layne Baroldi Vice President of Legislative & Regulatory Affairs	30	Regulatory, public relations and legislative support
Robert Ford Business Development Manager	20	Customer service, contract management, and composting operations management
Brian Millage Facility Manager – Arizona Soils	8	Responsible for overall operations of Arizona Soils Compost facility and AZ land application
Venny Vasquez Facility Manager – Nursery Products	5	Responsible for overall operations of Nursery Products Hawes Compost Facility

### **Craig Geyer, Regional VP**

Craig Geyer joined Synagro in 2002 as an Operations Manager with day-to-day responsibilities of the company's biosolids management projects in Arizona. In 2005, management of Synagro's Arizona Soils Compost Facility was added to his role, giving him over 13 years of experience in municipal biosolids composting. Currently Craig is responsible for management of the company's operations in Southern California and Arizona to include composting, daily haul/land application projects and WWTP facility clean-out operations.

Prior to joining Synagro Craig held several construction management and superintendent positions with 12 years of experience in that field.

Craig holds a Class A General Contractor's License for the State of Arizona.

### **Layne Baroldi, J.D., Vice President of Technical Services & Government Affairs**

Since joining Synagro in 2009, Layne Baroldi has been responsible for permitting and development of biosolids treatment and management projects, including political relations, design oversight, technology review, permitting oversight and contract sales. His expertise and emphasis is on Class A EQ technologies, including biosolids-to-energy, pelletization and composting.



In Layne's current role with Synagro, he provides leadership and direction to ensure that Synagro tracks, evaluates and comments on proposed legislation and regulations that could potentially impact its customers' biosolids management service offerings and plant operations. He is also responsible for Technical Services leadership and coordination ensuring that Synagro's clients have cost-effective land base management and value-added environmental services including land sourcing and permitting; nutrient management planning and mapping; technical support for operational compliance and product use; logistics and source destination management; regulatory monitoring and reporting.

Prior to joining Synagro, Layne spent 22 years with the Orange County Sanitation District where he managed the District's Biosolids Management and Air Quality programs. He reviewed numerous biosolids management technologies and made recommendations for contract implementation to the OCSD Board of Directors. He served as the Agency's liaison with regulatory agencies and legislative bodies to provide comments on regulatory and legislative development and environmental compliance.

Layne holds a B.S. from the University of Southern California in Biological Sciences and is a Juris Doctor from the Western State College of Law. He is a member of several national and state organizations and has served on various committees within those organizations. Layne previously served as Councilman and Mayor of the City of La Habra Heights, California

#### **Brian Millage, Facility Manager/Technical Services Specialist – Arizona Soils**

Mr. Millage has served as the Technical Services Specialist for Arizona for five years. His responsibilities include overseeing all regulatory correspondence, compliance, sampling, monitoring, and reporting for all Arizona biosolids land application projects as well as the Arizona Soils Compost Facility in Vicksburg, Arizona where he is also the acting On-Site Manager. Brian focuses on improving safety, maximizing efficiency and building relations between the neighboring farm communities, regulators and local residents for both the biosolids and compost markets in Arizona.

Additionally, Brian received a Bachelor of Arts Degree (B.A.) in Geography from California State University at Fullerton (CSUF) in 1998. Prior to joining Synagro, Brian provided technical and environmental assistance on numerous landfill, groundwater and soil remediation projects for Environmental Consulting and Engineering firms ranging from small projects to municipalities to Superfund sites.

#### **Venny Vasquez, Facility Manager – Nursery Products**

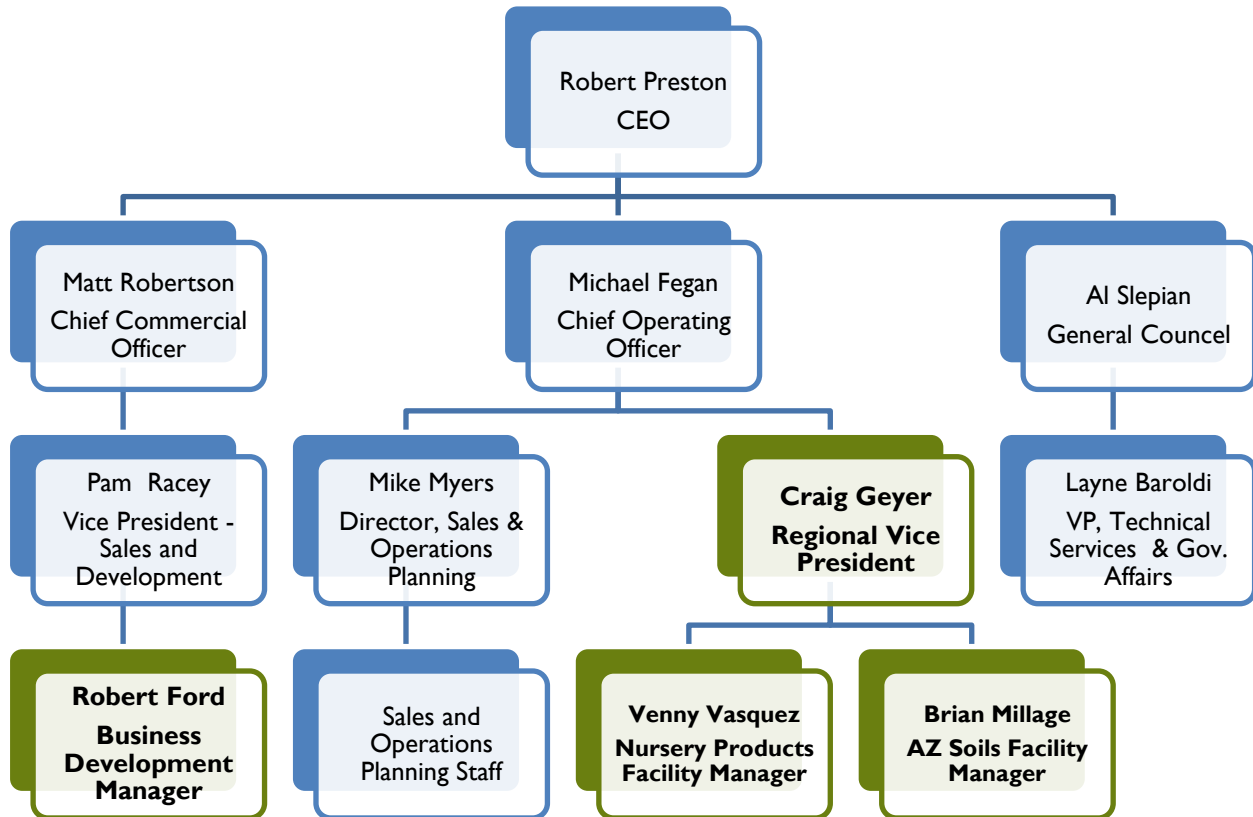
Since 2014 Venny Vasquez has been responsible for the day-to-day management of Nursery Products' site personnel and operations at the Hawes Composting Facility. He manages staffing,



equipment maintenance, interaction with trucking company representatives, and recordkeeping for incoming feedstock and outgoing finished compost materials.

Venny has a B.A. of Arts from San Diego State University.

### Project Team Organization Chart



- iii. Describe any enhancements or procedural or technical innovations that would further the purpose and outcomes of this RFP.

Recognizing the challenges in trucking due to Covid and other market changes presented this past year, Synagro has elected to change haulers and will be moving forward with Denali Water Solutions (Denali), a premium service provider for biosolids transportation.

### SB 1383 Procurement Compliance

Beginning January 1, 2022, SB 1383 requires cities and counties (i.e., “Jurisdictions”) to procure annually a quantity of recovered organic waste products. These procurement requirements will



strengthen California's green, self-sustaining economy. Demand for these products will drive infrastructure investment and create new green collar jobs in the state. CalRecycle will assign an annual procurement target to each jurisdiction based on its population. Jurisdictions can cost-effectively fulfill their SB 1383 procurement requirement through the use of Synagro's STA Certified Class A Exceptional Quality compost.

Jurisdictions can use compost in a variety of applications, such as land used for agriculture, landscaping in city parks, golf courses, on center divides of roads and highways, public giveaways, and in community or school gardens. Additionally, compost can be used in civil engineering applications like erosion control along roadways. Compost also provides many direct and indirect benefits when used as a component of systems and treatments designed for:

- Carbon sequestration
- Soil water retention
- Fire remediation
- Storm water management

Local use of compost generated from local organics provides the public with an opportunity to see the benefit of recycling this material, while also helping replenish nutrients and carbon for healthy soils on the jurisdiction's properties. Synagro stands ready with multiple distribution and discount options for AllGro® compost enabling the jurisdiction to be compliant with SB 1383's procurement requirements and avoid mark-ups on future projects nutritive soil amendment and ground cover needs

### c. Project Schedule

- i. Describe when various elements of work would be completed and when deliverables would be provided after work begins.

All necessary documents/contracts would be completed as required by the City on or after the award date on August 18, 2021.

**Trucking/Trailer Transition:** This would in part depend on the terms and conditions the City has made with Hoyt for transition. Typically, it can take one to two weeks for Synagro team to reposition and stage trailers and routes. We will work closely with Denali to expedite this based on direction from the City.

### d. Deliverables

- i. Describe fully any deliverables that will be due under the contract, based on the Scope of Work.





## City of Corona RFQ for Biosolids Management

**SYNAGRO**

### Work Plan

**Opportunity:** The City of Corona is in need of a experienced contractor to manage the end use of its water reclamation biosolid products generated at Water Reclamation Facility #1 (WRF-1) With sound understanding for compliance to all applicable federal, state and local laws and regulations for transportation and beneficial reuse processing of biosolids.

**Goal:** Synagro and Denali will provide effective and timely biosolids management services meeting Corona's expectations and specified needs.

**Solution:** Leverage Synagro's regional beneficial use compost facilities and Denali's strong transportation network for biosolids along with Synagro's marketing network for the resulting Class A compost product during term of service August 18, 2021 to June 30, 2023.

**Why:** Synagro and Denali have extensive experience providing solutions for biosolids beneficial use management and transportation coupled with Synagro's experience and clear understanding of the City of Corona requirements based on the extensive years of service.

<b>Initiation</b>		<b>Goal:</b> Prepare a clear and concise bid package with submission as required by 2:00 PM on July 22, 2021		
<b>OBJECTIVES:</b>	<b>TIMELINE:</b>	<b>RESOURCES:</b>	<b>TEAM RESPONSIBILITIES:</b>	<b>STRATEGY:</b>
Completion of bid package and submittal of all required documentation, certificates, license required by the City for a successful awarding of the 2 year biosolids contract to the Synagro team.	<i>As requested or required by the City on or before RFQ specified dates an times.</i> <b>Noted Key Dates:</b> Proposals due July 22, 2021 at 2:00pm City RFP Evaluation Completed July 29, 2021 Contractor Selection August 2, 2021 City Council Award Tentative August 18, 2021	Sales Support Manager - Kathleen Wright Business Development Mgr.- Robert Ford Denali - Regional Mgr. - Jeff Thurber	Sales Support Manager - Distributes all required information, manages bid package assembly and submittal including any requested documents. Business Development Mgr.- Proposal development, review, and negotiations. Denali - Regional Mgr. - Provides critical transportation details for proposal.	Effectively work as a team to complete specified RFQ requirements to provide a winning submittal.
<b>Plan</b>		<b>Goal:</b> Develop a clear and concise plan in preparation for award of contract by August 2, 2021		
<b>OBJECTIVES:</b>	<b>TIMELINE:</b>	<b>RESOURCES:</b>	<b>TEAM RESPONSIBILITIES:</b>	<b>STRATEGY:</b>
Develop, complete and confirm go forward plan and answer any questions that may develop during the City's evaluation or selection process and supply any related requested supporting documentation, certificates, license that may be required by the City for a successful awarding of the 2 year biosolids management contract to the Synagro team.	<i>As requested or required by the City on or before RFQ specified dates an times.</i> <b>Noted Key Dates:</b> City RFP Evaluation Completed July 29, 2021 Contractor Selection August 2, 2021 City Council Award Tentative August 18, 2021	Sales Support Manager - Kathleen Wright Business Development Mgr.- Robert Ford Denali - Regional Mgr. - Jeff Thurber AZ Compost Site Manager - Brian Millage	Sales Support Manager - Submittal of any needed or requested documentation. Business Development Mgr.- respond to any questions, manage process. Denali - Regional Mgr. - Provide any related details and support related to transportation. AZ Compost Site Manager - Provide any needed details on processing and delivery.	Effectively work as a team to complete plan in preparation to provide seamless service at the time of the award.
<b>Execute / Control</b>		<b>Goal:</b> Execute and maintain detailed plan for seamless transition of the awarded contract on August 18, 2021 and excellent service beyond.		
<b>OBJECTIVES:</b>	<b>TIMELINE:</b>	<b>RESOURCES:</b>	<b>TEAM RESPONSIBILITIES:</b>	<b>STRATEGY:</b>
At the ready to execute plan and answer any remaining questions the City may have at the time of the award and negotiate any open items as required for a successful quality service during the 2 year biosolids management contract by the Synagro team.	<i>As requested or required by the City on or before the specified Award date.</i> <b>Noted Key Dates:</b> City Council Award Tentative August 18, 2021 Contract Term August 18, 2021 through June 30, 2023	Sales Support Manager - Kathleen Wright Business Development Mgr.- Robert Ford Denali - Regional Mgr. - Jeff Thurber AZ Compost Site Manager - Brian Millage Transportation & Billing Support - Jamie Little Regional & Corporate Acct- Various Environmental Health & Safety - Various	Sales Support Manager - As required to close RFQ process. Business Development Mgr.- respond to any questions, negotiations, manage ongoing process and check in on service level Denali - Regional Mgr. - Provide any related details / support to manage ongoing process. AZ Compost Site Manager - Manages day to day processing and delivery. Transportation & Billing - Supports / Interfaces with site manager and accounting EH&S / Accounting - Respond / supports as required in the ongoing process according to their discipline.	Effectively work as a team to execute plan over the 2 year term of the contract resulting in seamless and dedicated, responsive, reliable service going forward.

**SYNAGRO**

YOUR PARTNER FOR A CLEANER,  
GREENER WORLD





### 3. Experience

#### **a. Completed Contractor Information Form (attached)**

Synagro's Contractor Information Form is attached.

#### **b. Disclosures:**

Contractor must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable.

None

#### **c. Team Structure:**

Describe your firm's organizational chart, identify who will have overall responsibility for the work, and include the lines of authority between team members up to this senior level.

Please see project team information provided above.

#### **d. Sample Work (if applicable)**

Describe samples of work from other, similar projects that demonstrate your firm's capability to accomplish the work describe in this RFP.

As indicated in the qualifications and reference section, biosolids management has been Synagro's business nationally for 40 years. A recent example of our long-standing customer relationships is our service agreement extension with County Sanitation Districts of Los Angeles where we have been the major biosolids management service provider for the past 15 years.

#### **a. Qualifications, Related Experience and References**

Brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;

Founded in 1986, Synagro's core business is the environmentally sound and economically viable management of municipal biosolids, including project development, operations and biosolids product distribution. Through this focus, Synagro has grown to be North America's leading provider of high-quality, cost-effective biosolids management and beneficial use solutions. We have been successfully meeting the biosolids management needs of hundreds of generators for more than



40 years. Synagro's experience in all areas of biosolids management is unparalleled.

Synagro annually manages more than 14 million tons of wastewater biosolids and other organic by-products. Synagro employs a team of 750+ professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its subsidiaries, are at the forefront of the environmental movement to safely process and market organic residual materials for beneficial uses.



Synagro owns no proprietary technology which enables us to offer nearly all commercially viable processing options and product marketing channels for biosolids and organic residuals and allows us to develop projects that fit a municipality's unique needs. Our breadth of experience developing, building, financing as necessary, and operating and maintaining the complete range of biosolids options listed below is unique to Synagro.

- Heat-drying and pelletization
- Composting
- Incineration
- Digestion
- Product marketing
- Dewatering (installation and operation)
- Mobile dewatering
- Land application and reclamation
- Lagoon and digester cleaning
- Alkaline stabilization
- Rail transportation

Synagro currently operates 12 heat-drying facilities (with two more facilities under construction), three thermal processing facilities serving multiple regional generators, six composting facilities; five of which provide an outlet for numerous generators, more than a dozen alkaline stabilization facilities, and in excess of 75 permanent and mobile dewatering facilities.

In addition, we provide final product distribution and marketing as a key component of many of these projects. Our Product Sales and Marketing team is responsible for successfully managing approximately 300,000 tons per year of AllGro<sup>®</sup> compost and 170,000 tons of Granulite<sup>®</sup> fertilizer pellets (heat-dried biosolids). We have unrivalled understanding of the markets for these products and continuously work to broaden the suite of outlets for these materials. As an example, Synagro pioneered the use of heat-dried biosolids as an alternative fuel resource in cement manufacturing. When Synagro operates a facility, we include product distribution services in our operation; however, we also work with municipally operated facilities to assist in managing their products.



General description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede contractor's ability to complete the project;

In December 2020, Synagro was acquired by West Street Infrastructure Partners III, an infrastructure investment fund managed by Goldman Sachs Merchant Banking Division from EQT, a Swedish private equity firm. Founded in 1869, The Goldman Sachs Group, Inc. is a leading global investment banking, securities and investment management firm. Goldman Sachs Merchant Banking Division (MBD) is the primary center for the firm's long-term principal investing activity. MBD is one of the leading private capital investors in the world with investments across private equity, infrastructure, private debt, growth equity and real estate.

### References

The following are municipal biosolids composting project references for customers where Synagro has been performing services for the past 10 years or more:

Orange County Sanitation District

10844 Ellis Avenue

Fountain Valley, CA 92708

Tom Meregillano, Regulatory Specialist; 714-593-7457; tmeregillano@ocsd.com

Years of service with customer: 31 years

Annual contract value (approx.): \$4,700,000

South Orange County Wastewater Authority

34156 Del Obispo St.

Dana Point, CA 92629

Jim Burror, Director of Operations; 949-234-5402; jburror@socwa.com

Years of service with customer: 19 years

Annual contract value (approx.): \$3,500,000

City of Fresno

5607 W. Jensen Avenue

Fresno, CA 93706

Ricky Staggs, Chief of Operations; (559) 621-5190; rick.staggs@fresno.gov

Years of service with customer: 15 years

Annual contract value (approx.): \$2,750,000





County Sanitation Districts of Los Angeles County

1955 Workman Mill Road

Whittier, CA 90601

Mr. Matt Bao; 562-908-4288; [mbao@lacsdc.org](mailto:mbao@lacsdc.org)

Years of service with customer: 15 years

Annual contract value (approx.): \$9,100,000

## 4. Safety

### a. Completed Industrial Safety Record Form (attached)

Synagro's Industrial Safety Record Form is attached.

### b. Describe the safety measures you plan to put in place to assure the City that all applicable OSHA regulations will be adhered to with the inclusion of an Injury and Illness Prevention Program.

Synagro, as the largest biosolids management company in North America, has a very robust safety program to protect its 750 employees that continuously service its more than 600 customers. Safety is priority one at Synagro. There can be no work quality or cost control without employee safety.

Synagro's safety program highlights include:

- Stop Work Authority – All employees have the right to stop a project or a work flow if they feel that there is an unsafe condition or if they are being asked to do something that is unsafe. The issue is reported up the Synagro reporting chain of command and work may not restart until the issue is resolved to the satisfaction of the Region Safety Manager.
- Written COVID-19 Protocol (see attached) – All employees are educated in the protocols associated with protecting themselves, their co-workers and our clients through review and training in proper COVID-19 protocols. Each employee is provided the protocol in writing and is provided with all necessary COVID-19 PPE.
- Project Specific Hazardous Assessment Plan (HAZAP) and Job Safety Analysis (JSA)
- Annual Safety Days – Operations are shut down for region wide safety training and reviews
- Quarterly safety training mandated for all employees – This training is tailored to and required of all employees.
- Weekly safety tailgate meetings on all project sites
- Full time Corporate Safety Director
- Full time Regional Safety Managers



- Reporting of “safety saves” and “near misses” which are then reported back through the company’s e-mail system
- After action review of any safety issue through issuance of a “Synagro Safety Alert” detailing the incident and the recommendations to avoid injury and promote employee safety
- Strict enforcement of company’s zero tolerance policy as it relates to alcohol and controlled substances
- Bilingual Resources – All safety related materials are available in English and Spanish.



## 5. Cost Proposal

### a. Completed Price Form (attached)

Synagro's Price Form is attached. Please note the following regarding Nursery Products deliveries:

Should Synagro experience a need to divert 45% or greater of the annual tonnage produced by the City of Corona to Nursery Products, Synagro would offer a 5% discount to the stated pricing for this tonnage.

Synagro requests consideration of the following items in the final service agreement:

#### **CPI. All Agreement Prices shall be adjusted as follows:**

All Agreement Prices shall be adjusted annually beginning on \_\_\_\_\_, 20\_\_ based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for Los Angeles-Long Beach-Anaheim, CA with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = \frac{\text{Current CPI} - \text{Base CPI}}{1 + \left( \frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)}$$

$$\text{CPI} = \underline{\hspace{2cm}}$$

$$\text{Base CPI} = \underline{\hspace{2cm}}$$

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

#### **Fuel Surcharge Increase Formula:**

$$\text{Distance Multiplier [_____]} \times (\text{EIA fuel cost per Gallon [\$_____]} - \text{Base Fuel Price [\$_____]} \times \text{Tons of Biosolids Managed}$$



**CITY OF CORONA  
AGREEMENT FOR REMOVAL, TRANSPORTATION, AND DISPOSAL  
OF CLASS B BIOSOLIDS**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1<sup>st</sup> day of September 2021 by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and Synagro-WWT, Inc., a Maryland Corporation with its principal place of business at 435 Williams Court, Suit 100, Baltimore, MD 21220 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the removal, transportation, and disposal of Class B biosolids materials on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in removing and disposing of Class B biosolids, is licensed in the State of California, and is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to remove, transport, and dispose of Class B biosolids as set forth in this Agreement.

**2.3 Corona Utility Authority.**

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

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Class B biosolids removal, transportation, and disposal services (“Services”) more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, regulations, and ordinances, and guidelines suggested by CalRecycle, including but not limited to obtaining any permits required for land application, incineration, or other means of disposing of Class B biosolids.

3.1.2 Term. The term of this Agreement shall be from September 1, 2021, to June 30, 2023, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### **3.2 Responsibilities of Contractor.**

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

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

3.2.3 Qualified Personnel. Contractor represents that it has the personnel required to perform the Services in conformance with the requirements of this Agreement.

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

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

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

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

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

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

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

**3.2.10.1 Employment Eligibility; Contractor.** By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

**3.2.10.2 Employment Eligibility; Subcontractors, Contractors, Sub-subcontractors and Subconsultants.** To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove any person found not to be in compliance with such requirements.

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

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

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

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability and Transportation Pollution Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

3.2.11.3 Pollution Liability. Contractor shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the contract, pollution liability insurance. The policy shall not contain exclusions for bio solids or other related compounds. Such insurance shall be in an amount not less than \$1,000,000 per claim/\$2,000,000 policy aggregate, and shall be endorsed to include contractual liability and non-owned disposal sites.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO

CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability and Transportation Pollution Liability.

The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

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

(D) Pollution Liability. The Contractor's Pollution Liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the work or operations performed by or on behalf of the Contractor, including any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials, if applicable; (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way; and (3) coverage shall include contractual liability and non-owned disposal sites

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

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

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

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

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

3.2.11.7 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

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

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

3.2.11.10 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be

on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.11 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Million Eight Hundred Thousand Dollars (\$1,800,000) without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be

compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

### **3.5 Disposal Records.**

3.5.1 At all times during the term of this Agreement Contractor shall maintain records of the location and method of disposal used for the Class B biosolids disposed of by Contractor pursuant to this Agreement. Upon the suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all such disposal records. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all disposal records to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. City shall not be limited in any way in its use of the disposal records.

### **3.6 General Provisions.**

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

**Contractor:**

Synagro-WWT, Inc.  
435 Williams Court, Suite 100  
Baltimore, MD 21220  
Attn: Robert Preston

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Tom Moody

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to

the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

3.6.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors for the removal, transportation, and disposal of biosolids.

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

3.6.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take

any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

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

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

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

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.6.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic

Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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


**[SIGNATURES ON NEXT TWO PAGES]**

**CITY'S SIGNATURE PAGE**

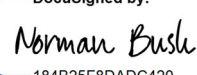
**CITY OF CORONA  
AGREEMENT FOR REMOVAL, TRANSPORTATION, AND DISPOSAL  
OF CLASS B BIOSOLIDS**

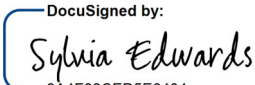
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By:   
DocuSigned by:  
D510EFD016CF45C...  
Tom Moody  
General Manager

Reviewed By:   
DocuSigned by:  
F969BE6E07E04DF...  
Kristian Alfel  
DWP Operations Manager

Reviewed By:   
DocuSigned by:  
184B25F8DADC420...  
Norman Bush  
Purchasing Manager

Attest:   
DocuSigned by:  
9A4E68CED5F6404...  
Sylvia Edwards  
City Clerk

CONTRACTOR'S SIGNATURE PAGE

CITY OF CORONA  
AGREEMENT FOR REMOVAL, TRANSPORTATION, AND DISPOSAL  
OF CLASS B BIOSOLIDS

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

**SYNAGRO-WWT, INC.**  
**a Maryland Corporation**

DS  
RF

By:

DocuSigned by:  
*Robert Preston*  
E36891F639BF464

Signature

Robert Preston

Name (Print)

CEO

Title (Print)

By:

DocuSigned by:  
*Michael Pisch*  
606817ABC2FA408...

Signature

Michael Pisch

Name (Print)

VP and Treasurer

Title (Print)

## **EXHIBIT “A” SCOPE OF SERVICES**

### **A. Background:**

The City of Corona (City) is in need of a Contractor to manage the end use of its water reclamation biosolid products generated at Water Reclamation Facility #1 (WRF-1). The end use management of biosolids includes the following, but not limited to collecting, transporting, composting, recycling and/or disposal. All actions and activities must comply with all applicable federal, state and local laws and regulations.

The City generates Class A Exceptional Quality (EQ) and Class B (wet) biosolids. Class B biosolids are dewatered to approximately 18% total solids. Biosolids are temporarily stored in a covered storage hopper or in uncovered beds prior to removal. WRF-1 generates 80 to 100 wet tons of Class B biosolids per day and approximately 15,000 wet tons of biosolids per year.

To create Class A EQ biosolids, the treatment process for Class B biosolids continues through the biosolids dryer. The dryer is currently inactive and is in the process of being repaired and upgraded. The dryer is expected to be operational in FY 2023.

### **Schedule of Operation**

All biosolids will be removed from WRF-1 at the following address:

Water Reclamation Facility #1 (WRF-1)  
2201 Railroad St.  
Corona, CA 92880

Biosolids shall be removed from WRF-1 an average of (3) times per day, Monday through Sunday, year-round. Total loads per week range from 15 – 24 loads. Contractor access to WRF-1 will be available 24 hours per day.

### **Equipment and Transportation**

For each trip to WRF-1, the Contractor shall drop off an empty trailer at a designated area. The empty trailer shall be safely parked, and wheels secured with wheel chocks. The Contractor shall then connect and remove a pre-loaded biosolids trailer offsite to an approved location.

Transport vehicles shall be the type(s) approved for this application by the City. General requirements for vehicles hauling biosolids are that the hauler is licensed to transport special waste, that the vehicles have watertight bodies, and that they are properly equipped and fitted with seals to prohibit spillage or drainage. The Contractor's equipment for transport shall be compatible with the WRF-1 loading area. Equipment shall be maintained in a condition acceptable to the City.

The loading and transport vehicles shall be cleaned as often as necessary to prevent the deposit of biosolids on the exterior of the vehicle or on the roadways. This cleaning shall include, but is not limited to external surfaces, wheels, and undercarriages. Cleaning of the loading area shall be done at least at the end of every business day.

Vehicles shall be loaded within all legal weight limits. It shall be the sole responsibility of the contractor and their drivers to monitor the load of each truck to ensure a legal weight. The City reserves the right to bar any driver who disregards the above requirements.

All haul routes to any permitted disposal, recycling, composting site in any jurisdiction shall be determined in accordance with all applicable federal, state and local laws, ordinances, permits, rules, and regulations ("Laws"). Said Laws shall be strictly adhered to by the Contractors and his employees, agents, and Subcontractors.

The Contractor shall transport biosolids in accordance with Title 40 of the Code of Federal Regulations (CFR), Part 503. Any violation of environmental regulations, weight regulations, or traffic laws shall be the sole responsibility of the contractor, who shall indemnify, hold harmless and defend the City from any penalty or sanction, civil, or criminal, imposed by reason of any such violation of environmental regulations, weight regulations, or traffic laws.

The Contractor is responsible for ensuring that all drivers and vehicles hauling biosolids from WRF-1 are in compliance with current and future applicable California Air Resource Board (CARB) regulations and South Coast Air Quality Management District (SCAQMD) regulations. Cost of compliance with these regulations shall be the sole responsibility of the contractor.

Subsequent to the awarding of the contract, but prior to the first removal of biosolids from WRF-1, the Contractor shall meet with the City to be instructed in the proper procedures for the staging of trucks, weighing of empty trucks, loading of trucks, and weighing of full trucks. It is the responsibility of the contractor to ensure that all truck drivers follow the procedures detailed by the City.

### **Determination of Quantity Removed**

The quantity of biosolids loaded on a vehicle will be recorded as mutually agreed upon by the City and the Contractor. The Contractor shall provide the City a copy of a load sheet for each vehicle used for disposal which details at least the following information:

- date of removal
- truck number
- driver name
- each time truck left WRF-1
- each weight of full truck

- each weight of empty truck
- weight and type of biosolids removed

### **Spills and Clean-Up**

The Contractor shall keep their hauling route, equipment, and work area neat and clean, and shall bear all responsibility for the cleanup of any spill which occurs during the transportation of biosolids. The Contractor shall notify the City immediately should any spill occur.

The clean-up of any biosolids which are dumped, spilled, or discarded in any location other than the site authorized for that purpose shall be the sole responsibility of the Contractor and conducted by the Contractor, or at their expense, in accordance with all applicable laws and regulations.

### **WRF-1 Permit**

The City has a National Pollutant Discharge Elimination System (NPDES) permit issued by the SWRCB. Biosolids management requirements of the permit refer 40 CFR, Part 503.

### **Biosolids Removal**

WRF-1 has a biosolids hopper that has a maximum capacity of 2.5 tons and an additional eight (8) uncovered beds for the temporary storage. An aerial view of the biosolids storage facilities at the WRF-1 is shown in Figure 1.

The Contractor must remove biosolids at the direction of the City. The City may direct that:

- Biosolid spills on roadways or loading area be cleaned.
- Generally, unless conditions are unorganized, the City will seek to have as much of the biosolids removed as possible.

### **Land Application**

It is the sole responsibility of the Contractor to obtain the necessary permits for all sites receiving biosolids for land application, any off-site interim storage facilities, recycling, and composting facilities. Prior to commencing any work, the contractor shall obtain and furnish the City copies of all the necessary approvals and permits required by all government units and regulatory agencies for the transportation and land application of biosolids.

### **Alternate Disposal Option**

Should it be necessary for the Contractor to apply an alternate disposal option (such as landfilling) the Contractor shall supply the City with the following information:

- The dates in which biosolids were removed from the City.

- The total number of loads removed from the City for each day that biosolids removal occurred.
- The total wet tons of each load.
- The alternate disposal method.

This information shall be supplied to the City within 1 month (30 days) of utilizing the alternate disposal option. No additional payment will be made for utilizing an alternate disposal option.

### **Payment**

Payment shall be made on the basis of actual wet tons hauled. The Contractor shall submit invoices to the City on a monthly basis for the previous calendar month's activity. The invoices shall show the number of wet tons hauled from WRF-1 for the given month. Each invoice shall be accompanied by a current waiver of lien including an affidavit disclosing any subcontractors to be paid and corresponding lien waivers all in a form as approved by the City. The invoices will be subjected to verification and approval by the City and in the event that no discrepancies exist, will be paid within thirty (30) days of approval of the submitted invoices and waiver of liens.

**EXHIBIT “B”**  
**SCHEDULE OF SERVICES**

Biosolids shall be removed from WRF-1 an average of (3) times per day, Monday through Sunday, year-round. Total loads per week range from 15 – 24 loads. Contractor access to WRF-1 will be available 24 hours per day.

## **EXHIBIT “C” COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in this exhibit

### **Class B Biosolids Product**

Price Per Wet Ton - \$63.00

Should Synagro experience a need to divert 45% or greater of the annual tonnage produced by the City to Nursery Products, Synagro would offer a 5% discount to the stated pricing for this tonnage.

### **CPI. All Agreement Prices shall be adjusted as follows:**

All Agreement Prices shall be adjusted annually beginning on July 1, 2022, based on the Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

Fuel Surcharge Increase Formula: Distance Multiplier [\_\_\_\_\_] X (EIA fuel cost per Gallon [\$\_\_\_\_\_] – Base Fuel Price [\$\_\_\_\_\_] X Tons of Biosolids Managed

**CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH HOYT TRANSPORTATION, INC.  
(BIOSOLIDS TRANSPORTATION SERVICES)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 10<sup>th</sup> day of May, 2021 ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and Hoyt Transportation, Inc., a California Corporation with its principal place of business at 28245 El Toro Cutoff Rd., Lake Elsinore, CA 92532 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

City desires to engage Contractor to render such services for the Biosolids Transportation project ("Project") as set forth in this Agreement.

**2.3 Corona Utility Authority.**

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

### **3. TERMS.**

#### **3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from May 10<sup>th</sup>, 2021 to June 30, 2022 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”).

#### **3.2 Responsibilities of Contractor.**

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

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

manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

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

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

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

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

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

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

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

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

### 3.2.10 Insurance.

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

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

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

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

3.2.10.3 Contractor's Pollution Legal Liability. Contractor shall procure and maintain, and require its sub-contractors to procure and maintain, for a period of five (5) years following completion of the contract, pollution liability insurance including coverage for bodily injury, property damage, and environmental damage. Such insurance shall be in an amount not less than \$1,000,000 per claim/\$2,000,000 policy aggregate, and shall be endorsed to include contractual liability and non-owned disposal sites. If contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor.

Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

3.2.10.11 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

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

### 3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

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

### **3.3 Fees and Payments.**

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Thousand Dollars (\$100,000) ("Total Compensation") per fiscal year ending June 30, 2021, and June 30, 2022 without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

**3.3.5 Prevailing Wages.** Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

### **3.4 Termination of Agreement.**

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

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

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

### **3.5 General Provisions.**

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

**Contractor:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Mike Hoyt

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Tom Moody

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

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent

required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

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

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third

party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

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

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

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

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

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

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

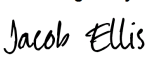
3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.


**[SIGNATURES ON NEXT 2 PAGES]**

**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH HOYT TRANSPORTATION, INC.**  
**(BIOSOLIDS TRANSPORTATION SERVICES)**


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

**CITY OF CORONA**

By:   
8CB8AE0895944B4...  
Jacob Ellis  
City Manager

Reviewed By:   
D519EFD915CF45C...  
Tom Moody  
General Manager

Reviewed By:   
FC64247E8E12465...  
Katie Hockett  
Assistant General Manager

Reviewed By:   
184B25E8DADC420...  
Norman Bush  
Purchasing Manager

**CONTRACTOR'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH HOYT TRANSPORTATION, INC.**  
**(BIOSOLIDS TRANSPORTATION SERVICES)**

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

**HOYT TRANSPORTATION, INC.**  
a California Corporation

By:  DocuSigned by:  
D53EBE5705E2496...  
Signature

Michael Hoyt

Name (Print)

President

Title (CEO, President, or V.P.)

By:  DocuSigned by:  
990E7727897A4A9...  
Signature

Wanita Hoyt

Name (Print)

CFO

Title (CFO, Secretary, or Treasurer)

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Removal , Transportation, and Disposal of Class B Biosolids from Water Reclamation Facility No. 1. As the City is not equipped with State certified scales, Contractor, at its own expense shall weigh each load of Biosolids removed from City's Facilities at scales certified by the Contractor. Contractor shall ensure that the scales are properly calibrated and certified in accordance with all applicable laws. Contractor shall submit certification of the weights with each invoice submitted to City, or as otherwise agreed to by Parties in writing.

**EXHIBIT “B”  
SCHEDULE OF SERVICES**

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Biosolids Transportation Services maintenance or other general services necessary for the Project (“Services”). 5-7 loads per week.

## **EXHIBIT “C” COMPENSATION**

2 aluminum end dump trailers to be used at WRF1 facility and a truck to haul loads out to Arizona Soils to dispose of biosolid material. Pricing includes 2 trailers in rotation for City staff to load on an agreed schedule consisting of 5-7 loads per week. **\$1,200 per load** includes fuel surcharge with California fuel average pricing up to \$4.00 per gallon.

Fuel surcharge of 1% for every .08 cents per gallon over \$4.00 per gallon. Rates based on <https://www.eia.gov/petroleum/gasdiesel/> . If price per gallon is under \$4.00, no surcharge would be added.

Pricing includes an hour of free time for loading and unloading, after an hour the charge will be \$100 per hour standby time.

**CITY OF CORONA  
FIRST AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH HOYT TRANSPORTATION, INC.  
(BIOSOLIDS TRANSPORTATION SERVICES)**

**1. PARTIES AND DATE.**

This First Amendment to the Maintenance/General Services Agreement (“First Amendment”) is made and entered into this 1st day of December, 2021 by and between the City of Corona (“City”) and Hoyt Transportation, Inc., a California corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated May 10, 2021 (“Agreement”), whereby Contractor agreed to provide biosolids transportation services.

2.2 Amendment. City and Contractor desire to amend the Agreement for the first time to (1) increase the Total Compensation amount; and (2) replace two exhibits.

**3. TERMS.**

3.1 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) and Exhibit “C” (Compensation) of the Agreement are hereby deleted in their entirety and replaced by the following:

“3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-1” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Four Hundred Thousand Dollars per fiscal year ending June 30, 2022**, (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.2 Exhibit “B-1” (Schedule of Services). Exhibit “B” (Schedule of Services) is hereby deleted in its entirety and replaced with Exhibit “B-1” (Schedule of Services) attached hereto and incorporated herein by reference.

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

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

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

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE  
FOR  
FIRST AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH HOYT TRANSPORTATION, INC.  
(BIOSOLIDS TRANSPORTATION SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

Reviewed By:

\_\_\_\_\_  
Kristian Alfelor  
Utilities Operations Manager

Reviewed By:

\_\_\_\_\_  
Norman Bush  
Purchasing Manager

Attest:

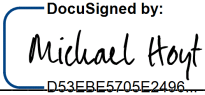
\_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California

**CONTRACTOR'S SIGNATURE PAGE  
FOR  
FIRST AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH HOYT TRANSPORTATION, INC.  
(BIOSOLIDS TRANSPORTATION SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**HOYT TRANSPORTATION, INC.**

a California corporation

By:   
D53EBE5705E2496...  
Signature  
Michael Hoyt

Name (Print)

President

Title (CEO, President, or V.P.)

By:   
990E7727897A4A9...  
Signature  
wanita Hoyt

Name (Print)

CFO

Title (CFO, Secretary, or Treasurer)

## **EXHIBIT "B-1"**

### **SCOPE OF SERVICES**

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the professional biosolids transportation services on an as-need basis with up to 10 loads per week within the Term of this Agreement and within reasonable time frames established by City's Representative.

## **EXHIBIT "C-1"**

### **COMPENSATION**

Two to three aluminum end dump trailers to be used at WRF1 facility and a truck to haul loads out to Arizona Soils to dispose of biosolid material. Pricing includes two to three trailers in rotation for City staff to load on an agreed schedule consisting of up to ten loads per week. **\$1,200 per load** includes fuel surcharge with California fuel average pricing up to \$4.00 per gallon.

Fuel surcharge of 1% for every .08 cents per gallon over \$4.00 per gallon. Rates based on <https://www.eia.gov/petroleum/gasdiesel/> . If price per gallon is under \$4.00, no surcharge would be added.

Pricing includes an hour of free time for loading and unloading, after an hour the charge will be \$100 per hour standby time.



Staff Report

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**File #:** 21-1074

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

**DATE:** 12-01-2021

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

**FROM:** Utilities Department

**SUBJECT:**

Quitclaim deed to convey unused and unneeded 1963 water line easement to the Riverside County Transportation Commission ("RCTC").

**EXECUTIVE SUMMARY:**

This action is to terminate by quitclaim deed a 1963 water line easement that has not been used by the City in some time and is unnecessary. The City does not own the property in fee and is not entitled to compensation for the easement.

**RECOMMENDED ACTION:**

**That the City Council and Corona Utility Authority:**

Approve and authorize the City Manager to execute a Quitclaim Deed to convey the water line easement recorded on August 28, 1963 as Document No. 90758 to the Riverside County Transportation Commission (RCTC).

**BACKGROUND & HISTORY:**

RCTC is attempting to sell a piece of property left over after its acquisition of public right-of way for the SR91 Corridor Improvements Project. The property was located at 2270 Frontage Road and was identified as APN 102-091-020. The Final Order of Condemnation was recorded in the official records of Riverside County on July 3, 2019.

Subsequent to the recordation of the Final Order of Condemnation, RCTC merged portions of Assessor Parcel Numbers 102-091-020, 102-091-004, 102-091-005, 102-050-020 and 102-091-021. The merged parcel, Parcel Merger No. 210012, was recorded on May 10, 2021 as Document No. 2021-0287798. The APN of the merged parcel is pending.

An old water line easement in favor of the Corona City Water Company, recorded on August 28, 1963 as Document No. 90758, appeared on the title and is still encumbering the merged parcel. RCTC has requested that the City execute a quitclaim deed to convey the easement to RCTC in order for RCTC to move forward with the sale of the property. The City does not own the property in fee.

**ANALYSIS:**

The Utilities Department inspected the location and determined that a former roadway was rerouted sometime between 2014 and 2017, and as a result, the water line is entirely in the new roadway and the City has no need to have access to the easement identified in the quitclaim deed. The easement has not been used by the City in some time and can be terminated without detriment to the City. There is no compensation in connection with this transaction as the City is simply terminating an old, unnecessary and unused easement.

**FINANCIAL IMPACT:**

Not applicable.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt under CEQA Guidelines Sections 15061(b)(3), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The recommended action simply conveys an easement that is no longer used by the City to RCTC and there is no possibility that this action will have a significant effect on the environment. Therefore, no further environmental analysis is required.

**PREPARED BY:** TOM MOODY, GENERAL MANAGER

**REVIEWED BY:** DEAN DERLETH, CITY ATTORNEY/LRM DIRECTOR

**Attachments:**

1. Exhibit "1" - Quitclaim Deed

**RECORDING REQUESTED BY**

WHEN RECORDED RETURN TO:  
RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION  
4080 Lemon Street, 3rd Floor  
Riverside, California 92502-2208  
Attn: Right of Way Department

**FREE RECORDING:**

This instrument is for the benefit of  
Riverside County Transportation  
Commission and is entitled to be  
recorded without fee or tax. (Govt. Code 6103,  
27383 and Rev. & Tax Code 11922)

APN: 102-091-020\_2270 Highway 91

Above Space for Recorder's Use

**QUITCLAIM DEED**  
**Water Easement**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF CORONA**, a municipal corporation and political subdivision of the State of California, successor agency to the **Corona City Water Company**, ("**Grantor**"), hereby, remises, releases and QUITCLAIMS to the **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency of the State of California ("**Grantee**"), all rights and interest gained over the following described real property situated in the City of Corona, County of Riverside, State of California, more particularly described as follows;

See legal description described in **Exhibit "A"** and depicted on **Exhibit "B"**  
attached hereto and made a part hereof.

which Grantor acquired by way of that Grant Deed, recorded as Document No. 90758 in book 3475, page 295, on August 28, 1963, Official Records of Riverside County, California.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF CORONA**, a municipal corporation and  
political subdivision of the State of California, successor  
agency to the **Corona City Water Company**,

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

102091020

# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

## **CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Deed to which this Certificate of Acceptance is attached

from: **CITY OF CORONA**, a municipal corporation and political subdivision of the State of California, successor agency to the Corona City Water Company ("Grantor")

to: **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency of the State of California ("Grantee")

is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing board, and Grantee hereby consents to recordation of said Deed.

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

**RIVERSIDE COUNTY  
TRANSPORTATION  
COMMISSION**, a public agency  
of the State of California

By: \_\_\_\_\_  
John Standiford,  
Deputy Executive Director

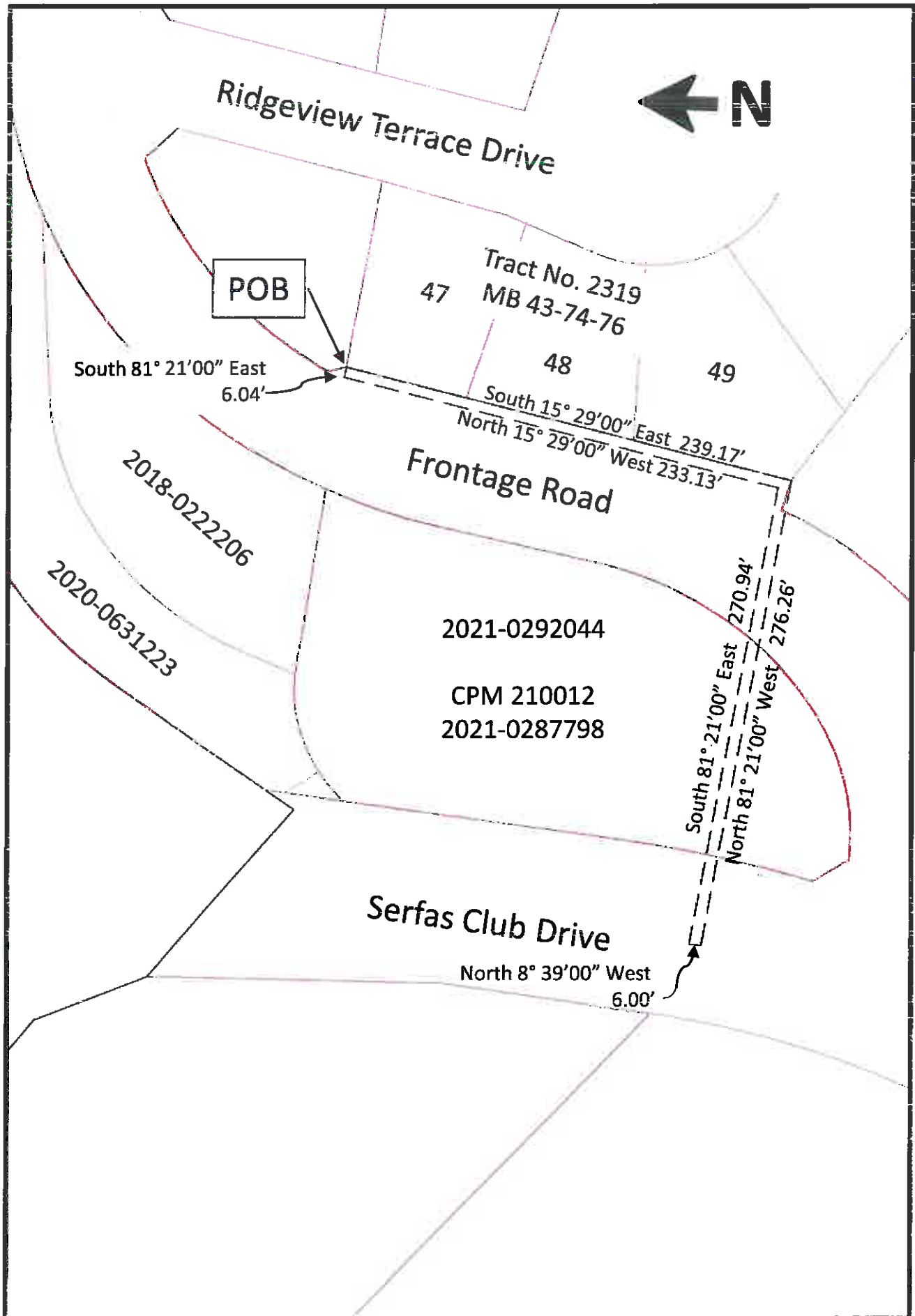
## **EXHIBIT "A"**

The exclusive easement and right of way to excavate for, lay, construct, reconstruct, maintain, operate, alter, repair or remove a line or lines of pipe for the conveyance of water over and across that portion of land in the Tomas Yorba Allotment as shown on file in Book 2, page 7 of Maps, Records of San Bernardino County, California, situated Westerly of Lots 47, 48 and 49 in Tract No. 2319, recorded in Map Book 43, page 74, 75, 76, Official Records of Riverside, California, said portion of land described as follows:

Beginning at the Northwesterly corner of said lot 47 in said Tract No. 2319; thence along the westerly line of said lots 47, 48 and 49 in said Tract No. 2319, South 15° 29' 00" West 239.17 to a point, said point also being the Southwesterly corner of said lot 49; thence North 81° 21' 00" 276.26 feet to a point; thence North 8° 39' 00" East 6.00 to a point; thence South 81° 21' 00" East 270.94 feet to a point; thence parallel to said Westerly line of Lots 47, 48 and 49, North 15° 29' 00" East 233.13 feet to a point; thence South 81° 21' 00" East 6.04 feet to the True Point of Beginning.

Note: Above description as written in Document No. 90758 recorded in book 3475, page 295, recorded August 28, 1963, Official Records of Riverside County, California.

# EXHIBIT "B"





Staff Report

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**File #:** 21-1089

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/01/2021

**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>
Castaneda, Crystal	Utilities Department	DWP Customer Care Rep I Flex	\$2,730 - \$3,332	November 1, 2021
Cornell, Eddie	Police Department	Police Officer I	\$5,943 - \$7,626	October 26, 2021
Leon, Richard	Police Department	Police Officer I	\$5,943 - \$7,626	November 1, 2021
Reiter, Stephanie	Planning & Development	Planning Technician	\$4,048 - \$4,941	October 27, 2021

**Full-Time Promotions**

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Monthly Pay Range</i>	<i>Effective Date</i>
Coburn, Chase	Police Department	Crime Prevention Specialist	\$3,851 - \$4,701	October 23, 2021
Murphy, Margarita	Police Department	Administrative Assistant	\$3,485 - \$4,255	October 23, 2021

**Retirements**

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Years of Service</i>	<i>Last Day on Payroll</i>
Gonzalez, Beatrice	Police Department	Police Records Tech II	23 years	October 5, 2021
Heath, Douglas	Police Department	Police Officer II	8 years	October 5, 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>
Community Services Leader I	Community Services	Part-Time	11/10/2021	Continuous	Accepting Applications
Management Analyst II	Public Works	Full-Time	11/08/2021	11/28/2021	Accepting Applications
Park Ranger Supervisor	Community Services	Full-Time	11/10/2021	11/30/2021	Accepting Applications
Police Records Technician I/II	Police Department	Full-Time	11/10/2021	12/01/2021	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>
Lead Water Operator	Utilities Department	Full-Time	11/10/2021	11/17/2021	Accepting Applications
Senior Public Safety Dispatcher	Police Department	Full-Time	11/08/2021	11/14/2021	Accepting Applications

**Recruitments in Progress**

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Status</i>
Accounting Supervisor	Finance	Full-Time	Review Stage
Accounting Technician I/II/III	Finance	Full-Time	Written Exam Stage
Administrative Assistant	Human Resources	Full-Time	First Round Interview Stage
Administrative Assistant	Public Works	Full-Time	First Round Interview Stage
Administrative Assistant	Utilities Department	Full-Time	First Round Interview 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	Offer Stage
CIP Manager/Assistant City Engineer	Public Works	Full-Time	Review Stage
Combination Plans Examiner	Planning and Development	Full-Time	Review Stage
Community Services Leader I	Community Services	Part-Time	Onboarding Stage
Deputy Chief Operator - Water	Utilities Department	Full-Time	Department Review Stage
Development Services Manager	Planning and Development	Full-Time	Review Stage
Digital Journalist	City Manager's Office	Full-Time	Accepting Applications
Electric Utility Analyst II	Utilities Department	Full-Time	Department Review Stage
Facilities, Parks, and Trails Manager	Community Services	Full-Time	Accepting Applications
Fire Cadet	Fire Department	Part-Time	Interview Stage
GIS Analyst	Information Technology	Full-Time	Department Review Stage
Human Resources Analyst	Human Resources	Full-Time	First Round Interview Stage
Human Resources Supervisor	Human Resources	Full-Time	Review Stage

## Recruitments in Progress - Continued

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Status</i>
Library Assistant	Community Services	Part-Time	Offer Stage
Management Analyst I	Community Services	Full-Time	Accepting Applications
Office Assistant	Community Services	Full-Time	Offer Stage
Plan Check Engineer	Planning and Development	Full-Time	Review Stage
Police Officer - Academy Graduate	Police Department	Full-Time	Interview Stage
Police Officer I/II -Lateral	Police Department	Full-Time	Interview Stage
Police Trainee	Police Department	Full-Time	Written Exam Stage
Public Safety Dispatcher II	Police Department	Full-Time	Accepting Applications
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
Street Light Maintenance Technician	Public Works	Full-Time	Accepting Applications
Water Operator I/II	Utilities Department	Full-Time	Interview Stage
Water Reclamation Operator II Flex	Utilities Department	Full-Time	Interview Stage
Water Resources Technician I	Utilities Department	Full-Time	Accepting Applications

**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.

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**File #:** 21-1089

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**PREPARED BY:** SHELLY MATHEWS, HUMAN RESOURCES ADMINISTRATIVE ASSISTANT

**REVIEWED BY:** ANGELA RIVERA, CHIEF TALENT OFFICER



Staff Report

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**File #:** 21-1091

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

**DATE:** 12/01/2021

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

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

**SUBJECT:**

Resolution establishing a construction charge to cover the proportionate share of constructing the sewer lines and appurtenances necessary to connect certain private property located on James Street to the City's Public Sewerage System.

**EXECUTIVE SUMMARY:**

The homeowner at 2844 James Street, Mr. John Ramirez, would like to discontinue using his on-site septic system and connect his single-family home to the public sewer system. There are also seven other properties on James Street that are currently on septic tanks. City staff proposes to construct a sewer extension from the existing terminal manhole near 2804 James Street, approximately 410 lineal feet to the south, in order to serve Mr. Ramirez's home and to also benefit the other seven parcels on James Street by providing the opportunity for future sewer connections. The Corona Municipal Code requires payment of a construction charge to cover the proportionate cost of constructing the public sewer extension prior to connecting to the City's sewer collection system. The attached Resolution would establish the construction charge for the construction of the sewer extension on James Street.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council adopt Resolution 2021-115, establishing a construction charge to cover the proportionate share of constructing the sewer line and appurtenances necessary to connect certain private property located on James Street to the City's Public Sewerage System.
- b. City Council appropriate \$175,000 from the Water Reclamation Utility Fund 572 to a newly

created Capital Improvement Project entitled James Street Sewer Extension Project.

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

### **BACKGROUND & HISTORY:**

Mr. John Ramirez owns an existing single-family home built in 1973 at 2844 James Street between Fullerton Avenue and Rimpau Avenue and north of East Chase Drive. The single-family home at 2844 James Street is approximately 120 lineal feet from the terminal sewer manhole near 2804 James Street and is currently connected to an active septic system. There are eight single-family homes on septic systems on the south end of James Street, including Mr. Ramirez's property. Mr. Ramirez has expressed interest in abandoning his septic system and connecting to the public sewer system.

To coincide with the State and County's legislation and regulations to protect the water quality and public health, it is the goal of the City of Corona Utilities Department to eventually have all existing homes currently using septic systems to be connected to the City sewer system

### **ANALYSIS:**

A property owner desiring to connect to the public sewer system is required to extend an existing public sewer across the property frontage, connect to the sewer system, and purchase sewer capacity.

City staff has received interest from two additional property owners at 2874 James Street and 2894 James Street to convert from their existing on-site septic systems to the public sewer if the sewer line were to be extended to their properties.

Corona Municipal Code (CMC) [13.12.100](#) requires that prior to connecting to the City's sewer collection system, the person requesting such connection shall pay a construction charge to cover the proportionate cost of constructing the public sewer in the amount, manner, and time of payment established by resolution of the City Council. City staff has estimated the Total Cost (as defined in the attached resolution) for the James Street Sewer Extension to be approximately \$175,000.

If multiple properties benefit from the construction of a sewer extension, the cost per property is determined from the ratio of the frontage of that property to the entire length of the frontages. As indicated above, the James Street Sewer Extension will benefit a total of eight residential properties on James Street by providing the infrastructure necessary to connect to the City's sewer system. City staff is proposing that the construction charge for the James Street Sewer Extension be established in an amount equal to the actual Total Cost to construct the James Street Sewer Extension and that such construction charge be allocated to each benefitted parcel based upon the linear footage of the James Street Sewer Extension located along the property frontage of each benefitted parcel. Resolution No. 2021-115 would establish the construction charge and the fair share percentage allocated to each benefitted parcel in the manner described above.

Mr. Ramirez, as well as any other benefitted parcels that connect to the City's sewer system in the future, will also be required to construct a sewer service lateral (lateral) to connect the benefitted

parcel to the sewer main proposed to be constructed as part of the James Street Sewer Extension. Because the lateral is exclusively for the benefit of each benefitted parcel, the cost to construct the lateral must be paid entirely by the property owner. The property owner can either construct the lateral on their own or can request the City to construct it. Resolution No. 2021-115 would also establish a charge to construct the sewer service lateral in an amount equal to the actual construction costs in the event the City constructs the lateral at the time of the construction of the mainline.

Upon completion of the James Street Sewer Extension, the City will document and determine the actual Total Cost of constructing the James Street Sewer Extension and any lateral constructed during the project and then calculate the actual construction charges owed by each benefitted parcel based upon the fair share percentages established in Resolution No. 2021-115.

Corona Municipal Code (CMC) 13.14.060 authorizes homeowners of single-family residential properties that are converting from septic service to City sewer service to enter into payment plans for the payment of construction charges. Resolution No. 2021-115 incorporates a template payment plan agreement to be used for property owners who are unable to pay the full construction charges upfront when connecting to the City's sewer system. The payment plan agreement will allow the property owner to pay the construction charges in monthly installments at 6% simple interest for 60 months. The payment plan agreement would be recorded against the property and would constitute a contractual lien until such time as the constructions charges and interest are paid in full. This will enable the City to recover the cost of the sewer line construction.

City staff proposes to construct the sewer extension from the existing terminal manhole near 2804 James Street, approximately 410 linear feet to the south, in order to serve the remaining properties on James Street currently on septic systems. The sewer extension will front portions of eight properties as shown in Exhibit "1." The action will enable the City to recover sewer construction costs as sewer services are connected.

### **FINANCIAL IMPACT:**

Resolution 2021-115 identifies the proportionate share of construction costs attributed to each property based on the ratio of each property's frontage to the total frontage of all eight properties. Cost estimates will be used to prepare the Total Cost estimate and finance agreement for 2844 James Street prior to construction. The Payment Plan Agreement Payment Schedule and Total Payment amount will be adjusted after construction has been completed and actual costs have been determined. Sewer service will be provided for 2844 James Street following payment (or agreement of payment per the Payment Plan Agreement Payment Schedule) of the parcel's fair share for construction of the sewer and lateral and all other sewer service application and capacity fees.

The remaining property owners will reimburse the City for their proportionate share of construction costs and all other sewer service application and capacity fees applicable at the time if a property is converted from septic system to the City sewerage system per [CMC 13.14.070](#). The properties are not obligated to connect to the sewer unless their septic system fails. Future sewer connections by the remaining properties fronting the proposed sewer extension might require a number of years to occur.

In addition to the new sewer construction cost, the sewer capacity fee in effect at the time of sewer connection will be assessed per [CMC 13.12.120](#) as part of the sewer connection charge. The sewer connection charge will include a sewer capacity fee. Current sewer capacity fees are based on a cost of \$15.48 per gallon per day, \$4,644 per single-family home. The sewer capacity for the single-family home at 2844 James Street would total \$4,644 based on the current fee schedule.

With the approval of the recommended actions, funding for the Project is as follows:

Account Name	Fund	Project	Total
Water Reclamation Utility Fund	572	James Street Sewer Extension Project	\$175,000
<b>Total</b>			<b>\$175,000</b>

Fund	07/01/21 Est. Working Capital	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Working Capital Impacts	06/30/22 Est. Working Capital
Water Reclamation Utility Fund 572	\$38,460,751	\$32,893,509	(\$39,665,436)	Appropriation (\$175,000)	\$31,513,824

#### **ENVIRONMENTAL ANALYSIS:**

Adoption of this Resolution is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Resolution simply establishes construction charges to cover the proportionate share of constructing the sewer lines and appurtenances necessary to connect certain private property located on James Street to the City's public sewerage system. This project is also exempt from CEQA pursuant to Section 15282(k), which includes among the list of statutory exemptions the installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in [Section 21080.21](#) of the Public Resources Code, as long as the project does not exceed one mile in length. Therefore, no further environmental analysis is required.

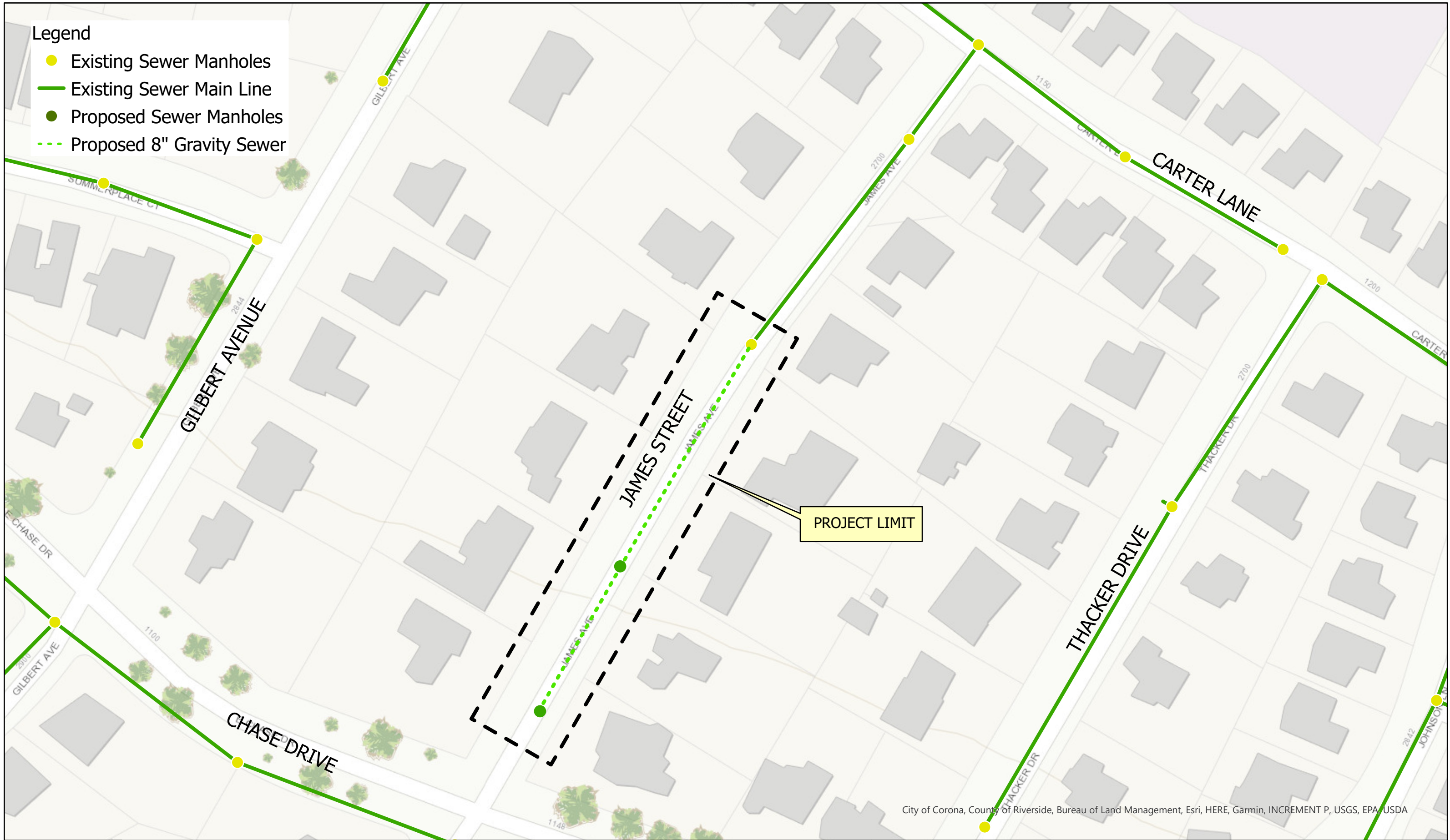
**PREPARED BY:** VERNON R. WEISMAN, P.E., DISTRICT ENGINEER

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

#### **Attachments:**

1. Exhibit 1 - Location Map
2. Exhibit 2 - Resolution 2021-115

- Legend
- Existing Sewer Manholes
  - Existing Sewer Main Line
  - Proposed Sewer Manholes
  - Proposed 8" Gravity Sewer



City of Corona, County of Riverside, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



City of Corona  
 Utilities Department  
 755 Public Safety Way  
 Corona, CA 92880

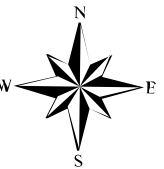
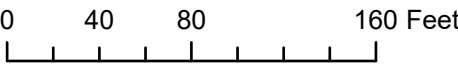


EXHIBIT 1  
 JAMES STREET SEWER EXTENSION PROJECT

## **RESOLUTION NO. 2021-115**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, ESTABLISHING A CONSTRUCTION CHARGE TO COVER THE PROPORTIONATE SHARE OF CONSTRUCTING THE SEWER LINES AND APPURTENANCES NECESSARY TO CONNECT CERTAIN PRIVATE PROPERTY LOCATED ON JAMES STREET TO THE CITY'S PUBLIC SEWERAGE SYSTEM.**

**WHEREAS**, the City of Corona ("City") provides sanitary sewer collection and treatment services to customers within the City utility service area; and

**WHEREAS**, the City encourages utility customers to convert existing sewer septic systems and to the City sewer collection system to protect groundwater from contamination; and

**WHEREAS**, pursuant to Corona Municipal Code section 13.12.060, all buildings and structures that are connected to an individual sewer septic system that is no longer sufficient and adequate are required to connect to the City's sewer collection system if such system is located within 200 feet of the building or structure; and

**WHEREAS**, City Municipal Code 13.12.100 requires that prior to connecting to the City's sewer collection system, the person requesting such connection shall pay a construction charge to cover the proportionate cost of constructing the public sewer in the amount, manner, and time of payment established by resolution of the City Council; and

**WHEREAS**, Corona Municipal Code sections 13.12.100 and 13.14.060 authorize homeowners of single-family residential properties that are converting from septic service to City sewer service to enter into payment plans for the payment of the design, project management, construction, and inspection charges; and

**WHEREAS**, the sewer septic system serving the existing single-family residential structure located at 2844 James Street ("Subject Parcel") remains functional; however, the homeowner is requesting to connect to City sewer, which is located within 200 feet of the Subject Parcel; and

**WHEREAS**, in order to connect the Subject Parcel and benefit the remaining properties on James Street to the City's sewer collection system, it is necessary to construct an approximately 410-foot extension of the City sewer collection system, consisting of a sewer mainline and appurtenances from the existing terminal manhole on James Street in front of the property located at 2804 James Street southward to almost the intersection of James Street and E. Chase Drive ("James Street Sewer Extension"), as well as the sewer service lateral to connect the sewer mainline to the Subject Parcel; and

**WHEREAS**, the James Street Sewer Extension will provide a benefit to the Subject Parcel, as well as the seven additional single-family residential properties located at 2824 James Street, 2874 James Street, 2892 James Street, 2823 James Street, 2843 James Street, 2873 James Street, and 2893 James Street which are currently on individual sewer septic systems (“Future Benefitted Parcels”); and

**WHEREAS**, the Subject Parcel and the Future Benefitted Parcels may be individually referred to as “Benefitted Parcel” or collectively as the “Benefitted Parcels” in this Resolution; and

**WHEREAS**, each of the Benefitted Parcels may now, or in the future, desire or be required to connect to the City’s sewer collection system; and

**WHEREAS**, pursuant to Corona Municipal Code section 13.12.100, the City Council desires to establish a construction charge for the James Street Sewer Extension to be collected prior to connection of a Benefitted Parcel to the City’s sewer collection system; and

**WHEREAS**, the City Council finds and determines that the construction charge should be established and allocated to each Benefitted Parcel based upon the linear footage of the James Street Sewer Extension that is located along the property frontage of each Benefitted Parcel since such allocation provides a fair, reasonable, and rational formula to apportion the total cost of the James Street Sewer Extension in relation to the benefit received by each Benefitted Parcel; and

**WHEREAS**, the City Council desires that the amount of the construction charge for the James Street Sewer Extension be imposed and collected based upon the actual Total Cost (defined below) for the James Street Sewer Extension; and

**WHEREAS**, the City Council desires to authorize the City Manager or his or her designee to enter into payment plans with eligible customers pursuant to Corona Municipal Code sections 13.12.100 and 13.14.060 and to update the amount of the construction charges established herein based upon the Total Cost to construct the James Street Sewer Extension; and

**WHEREAS**, the construction charges imposed and collected for the James Street Sewer Extension pursuant to this Resolution shall be used to reimburse the City of the costs and expenses incurred to construct the James Street Sewer Extension.

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

**SECTION 1. Findings.** The recitals set forth above are hereby adopted as findings in support of this Resolution.

**SECTION 2. Construction Charge.** Pursuant to Corona Municipal Code section 13.12.100, the City Council hereby establishes and adopts an amount equal to the Total Cost to

construct the James Street Sewer Extension as the construction charge to be collected from the Benefitted Parcels prior to connection to the City's sewer system ("Construction Charge"). For purposes of this Resolution and calculating the Construction Charge, the Total Cost of constructing the James Street Sewer Extension shall include, without limitation, all labor materials, tools, equipment, services, incidental and customary work necessary to plan, engineer, design, environmentally review, permit, bid, and construct the James Street Sewer Extension, including without limitation, all costs, and expenses for the following: engineering, architectural, appraisal, legal, and other consultant services throughout the pre-construction and construction phases; bid preparation and administration services (if necessary), soil, project and other surveying, inspection, and testing services; construction and project management services; and all construction and project closeout activities.

**SECTION 3.** Fair Share Allocation of Construction Charge. Pursuant to Corona Municipal Code section 13.12.100, the City Council hereby allocated the Construction Charge to each Benefitted Parcel based upon the percentage of linear footage of the portion of the James Street Sewer Extension that is located along the property frontage of each Benefitted Parcel, as compared to the total linear footage of the James Street Sewer Extension. Such fair share allocation shall be as follows:

<b>James Street Sewer Main Extension - Estimated Fair Share Allocation of Construction Charge</b>			
<b>Benefitted Parcel Address</b>	<b>APN</b>	<b>Frontage Along Sewer (LF)</b>	<b>Fair Share Percentage (%)</b>
2824 James Street	120-111-009	115	14%
2844 James Street	120-111-008	115	14%
2874 James Street	120-111-007	115	14%
2892 James Street	120-111-006	65	8%
2823 James Street	120-112-005	116	14%
2843 James Street	120-112-001	110	14%
2873 James Street	120-112-002	110	14%
2893 James Street	120-112-003	64	8%
<b>Total</b>		<b>810</b>	<b>100%</b>
<b>Total Cost Estimate</b>		<b>\$</b>	<b>175,000.00</b>

**SECTION 4.** Estimated Fair Share Construction Charge. Upon completion of the James Street Sewer Extension, the City shall: (1) document and determine the actual total cost of constructing the James Street Sewer Extension; (2) calculate the actual Construction Charge owed by the Benefitted Parcels based upon the fair share percentages provided in Section 3 above; and (3) provide by certified mail such information to the owner(s) of each Benefitted Parcel, as such owner(s) appear on the last secured assessment roll as of the date of mailing. Each Benefitted Parcel shall be obligated to pay its fair share allocation of the actual Construction Charge prior to its connection to the City's sewer system or enter into a payment plan agreement, as provided in

Section 7 below. For informational purposes only, the City has estimated the Total Cost of constructing the James Street Sewer Extension to be \$175,000, and thus as of the date of this Resolution estimates the fair share of the Construction Charge for each Benefitted Parcel as follows:

<b>James Street Sewer Main Extension - Estimated Fair Share Allocation of Construction Charge</b>				
<b>Benefitted Parcel Address</b>	<b>APN</b>	<b>Frontage Along Sewer (LF)</b>	<b>Fair Share Percentage (%)</b>	<b>Estimated Fair Share Cost</b>
2824 James Street	120-111-009	115	14%	\$ 24,845.68
2844 James Street	120-111-008	115	14%	\$ 24,845.68
2874 James Street	120-111-007	115	14%	\$ 24,845.68
2892 James Street	120-111-006	65	8%	\$ 14,043.21
2823 James Street	120-112-005	116	14%	\$ 25,061.73
2843 James Street	120-112-001	110	14%	\$ 23,765.43
2873 James Street	120-112-002	110	14%	\$ 23,765.43
2893 James Street	120-112-003	64	8%	\$ 13,827.16
<b>Total</b>		<b>810</b>	<b>100%</b>	<b>\$ 175,000.00</b>
<b>Total Cost Estimate</b>		<b>\$ 175,000.00</b>		

**SECTION 5. Site Plan for James Street Sewer Extension.** The site plan showing the proposed James Street Sewer Extension and the Benefitted Parcels is attached hereto as Exhibit A and incorporated herein by reference.

**SECTION 6. Construction Cost of Lateral Sewer Line.** To the extent that the City constructs a lateral sewer line to connect the sewer mainline to a Benefitted Parcel, the owner of that Benefitted Parcel shall also pay to the City one hundred percent (100%) of the Total Cost (defined above) to construct the lateral sewer line.

**SECTION 7. Payment Plan Agreement.** As authorized by Corona Municipal Code sections 13.12.100 and 13.14.060, the owner of a Benefitted Parcel, if they are an “eligible customer,” may enter into a payment plan agreement with the City, in substantially the same form attached hereto as Exhibit B and incorporated herein by reference, for the payment of their fair share of the Construction Charge for the James Street Sewer Extension and the Total Cost, if any, for the construction of the lateral sewer connection to the Benefitted Parcel, plus interest at the rate of 6 percent (6%) simple interest commencing upon connection of the Benefitted Parcel to the City’s sewer system.

**SECTION 8. CEQA Findings.** The City Council finds that the adoption of this Resolution is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Adoption of this Resolution is also exempt pursuant to Section 15303(d), which provides that the construction of water main, sewage, electrical, gas, and other

utility extensions of a reasonable length to serve an adjacent single-family residence are exempt from CEQA. This Resolution simply establishes construction charges to cover the proportionate share of constructing the sewer lines and appurtenances necessary to connect a limited number of single-family residences located on James Street to the City's public sewerage system. The construction of the sewer extension will be reviewed as a separate project. Therefore, no further environmental analysis is required for establishment of the proportionate share of construct costs among certain private properties along James Street.

**SECTION 9. Effective Date.** This Resolution shall become effective on December 1, 2021.

**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of December, 2021.

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Mayor of the City of Corona, California

**ATTEST:**

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City Clerk of the City of Corona, California

**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 1<sup>st</sup> day of December, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 1<sup>st</sup> day of December, 2021.

---

City Clerk of the City of Corona, California

(SEAL)

**EXHIBIT A**  
**JAMES STREET SEWER EXTENSION**

SEE ATTACHED 1 PAGE



City of Corona, County of Riverside, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA/USDA

# JAMES STREET SEWER EXTENSION



**EXHIBIT B**  
**MODEL FINANCE AGREEMENT**

SEE ATTACHED 12 PAGES

RECORDED AT REQUEST OF  
AND WHEN RECORDED RETURN TO:  
City of Corona  
400 S. Vicentia Ave  
Corona, California 92882  
Attn: City Clerk (Utilities Department)

Fee Exempt - Gov't Code §27383

APN: 120-111-008

(Space above for Recorder's Use)

**CITY OF CORONA  
PAYMENT PLAN AGREEMENT**

**JAMES STREET SEWER EXTENSION - CONSTRUCTION CHARGES  
(RESIDENTIAL USER – 2844 JAMES STREET)**

**1. PARTIES AND DATE.**

This Payment Plan Agreement (“Agreement”) is made and entered into this 1<sup>st</sup> day of December, 2021 (“Effective Date”) by and between the City of Corona, a California municipal corporation (“City”), and John Ramirez (“Owner”). City and Owner are at times referred to collectively as “Parties” and individually as “Party” herein.

**2. RECITALS.**

2.1 Subject Property. The Owner is the record owner of certain real property located at 2844 James Street, Corona, California 92881, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (“Subject Property”). The Subject Property is currently served by an individual sewer septic system and the Owner desires to connect the Subject Property to the City’s sewer collection system.

2.2 Connection Fee/Charge. Corona Municipal Code section 13.12.100 requires that prior to connecting to the City’s sewer system, the person requesting such connection shall pay a construction charge to cover the proportionate cost of constructing the public sewer in the amount, manner, and time of payment established by resolution of the City Council.

2.3 James Street Sewer Extension; Construction Charge. The homeowner at 2844 James Street is currently on septic system and would like to discontinue using his system and connect his single-family home to the public sewerage system. The City’s sewer collection system is located within 200 feet of such parcel. In order to connect such parcel to the City’s sewer collection system, it was necessary to construct an approximately 410-foot extension of the City sewer system, consisting of a sewer main line and appurtenances, from the existing terminal manhole in James Street in front of the property located at 2804 James Street southward towards Chase Drive (“James Street Sewer Extension”). Pursuant to Resolution No. 2021-XXX, the City Council established a Construction Charge (defined below) for the construction of the James Street

Sewer Extension equal to the actual Total Cost (as defined in Resolution No. 2021-XXX) of construction.

2.4 Allocation for Benefitted Parcels. Including the parcel noted above, the James Street Sewer Extension will permit the following seven (7) single-family residential properties, which are currently on individual sewer septic systems, to be connected to the City's sewer system: 2824 James Street, 2874 James Street, 2892 James Street, 2823 James Street, 2843 James Street, 2873 James Street, and 2893 James Street ("Benefitted Parcels"). Pursuant to Resolution No. 2021-XXX, the City Council has allocated the construction charge on a proportional basis to the Benefitted Parcels based upon the percentage of linear footage of the portion of the James Street Sewer Extension that is located along the property frontage of each Benefitted Parcel compared to the total linear footage of the James Street Sewer Extension.

2.5 Optional Sewer Lateral. In addition to the James Street Sewer Extension, it is necessary to construct a lateral sewer line to connect the sewer main line to the Subject Property. If the Owner wishes to have the City construct such sewer lateral, this Agreement shall also obligate Owner to pay the actual Total Cost incurred by the City to construct said lateral sewer line, as provided further herein.

2.6 Payment Agreement. Pursuant to Section 13.12.100 and Resolution No. 2021-XXX, the construction charge for the James Street Sewer Extension and, if applicable, the Total Cost of the lateral sewer line connecting the sewer main line to the Subject Property, may be paid pursuant to this payment plan agreement entered into by the Owner and the City.

### **3. AGREEMENT.**

3.1 Incorporation of Recitals & Resolution No. 2021-XXX. The Parties acknowledge that the above recitals are true and correct, and incorporate those recitals by reference into this Agreement. The Parties also acknowledge that Corona City Council Resolution No. 2021-XXX is incorporated herein by reference.

3.2 Construction Charge. Pursuant to Resolution No. 2021-XXX, the City has established a construction charge equal to the Total Cost (as defined in Resolution No. 2021-XXX) to construct the James Street Sewer Extension to be collected from the Benefitted Parcels, including the Subject Property, prior to connection to the City's sewer system ("Construction Charge"). The Construction Charge is allocated to the Benefitted Parcels based upon the percentage of linear footage of the portion of the James Street Sewer Extension that is located along the property frontage of each Benefitted Parcel, as compared to the total linear footage of the James Street Sewer Extension.

3.2.1 Allocation of Construction Charge for Subject Property. Pursuant to Resolution No. 2021-XXX, the fair share percentage allocated to the Subject Property is fourteen percent (14%).

3.2.2 Estimated Construction Charge; Financed Construction Charge. For informational purposes only, the City has estimated the Total Cost of constructing the James Street

Sewer Extension to be One Hundred Seventy Five Thousand Dollars (\$175,000), and thus as of the Effective Date estimates that the fair share of the Construction Charge for the Subject Property is Twenty-Four Thousand Eight Hundred Forty-Five Dollars and Sixty-Eight Cents (\$24,845.68) (“Estimated Construction Charge”). Upon completion of the James Street Sewer Extension and the Lateral Line, the City shall: (1) document and determine the actual Total Cost of constructing the James Street Sewer Extension; (2) calculate the actual Construction Charge owed by the Owner for the Subject Property based upon the fair share percentages provided in Section 2.2.1 above (“Financed Construction Charge”); and (3) provide by certified mail such information to the Owner.

3.3. Requested Lateral Sewer Line - Cost. At the request of Owner, City shall construct a lateral sewer line to connect the Subject Property to the sewer main line that will be constructed as part of the James Street Sewer Extension (“Lateral Line”). Owner agrees to pay one hundred percent (100%) of the actual Total Cost (as defined in Resolution No. 2021-XXX) to construct the Lateral Line (“Actual Lateral Line Cost”). For informational purposes only, the current estimated Lateral Line Cost, based upon the City’s most recent engineering estimates and other reasonably available data, is Twelve Thousand Dollars (\$12,000) (“Estimated Lateral Line Cost”).

3.4. Total Principal Obligation. The terms “Financed Construction Charge” and, if applicable, “Actual Lateral Line Cost” shall hereafter be collectively referred to as the “Total Principal Obligation” throughout this Agreement.

3.5 Monthly Payment Schedule. In lieu of paying the Total Principal Obligation in one lump-sum payment, Owner agrees to pay the Total Principal Obligation, plus six percent (6%) simple interest, in monthly installments (“Monthly Payment”) for a period of sixty (60) months in the amounts specified in the amortization schedule set forth in **Exhibit B** attached hereto and incorporated herein by reference (“Amortization Schedule”). Each Monthly Payment shall be due and payable in immediately available funds on or before fifth (5<sup>th</sup>) day of each month commencing with the first full month following completion of the James Street Sewer Extension and the Lateral Line.

3.5.1 Estimated Total Principal Obligation; Updated Amortization Schedule. The Parties acknowledge that the Amortization Schedule is based upon the Estimated Construction Charge and the Estimated Lateral Line Cost. Once the Financed Construction Charge and the Actual Lateral Line Cost are determined pursuant to Sections 3.2.2 and 3.3 of this Agreement, the Parties agree that the Amortization Schedule will be updated accordingly to reflect the Total Principal Obligation, Owner shall sign such updated Amortization Schedule, and said updated Amortization Schedule shall be automatically incorporated into this Agreement by reference without an amendment to this Agreement.

3.6 Non-Transferable. Owner understands and agrees that the connection rights supplied by the City are not transferable and shall remain with the Subject Property, and that neither Owner nor any other person or party shall be entitled to a refund of any amounts paid under this Agreement, for any reason.

3.7 Discontinuation of Sewer/Water Service. If an Event of Default occurs, including failure to timely make any required Monthly Payment, Owner understands, acknowledges and

agrees that City reserves the right to discontinue water service to the Subject Property to the extent authorized by applicable law. City shall have the right to completely discontinue water service to the Subject Property until the unpaid balance has been paid in full and shall not be required to provide limited service according to a pro rata formula. Owner expressly waives any and all rights it may have under any uniform codes (including, but not limited to, the California Building Code), or under any other applicable law(s), to receive sewer and/or water service, except in compliance with this Agreement and to the extent authorized by applicable law.

3.8 Contractual Lien. Owner further agrees for itself, its heirs, successors, and assigns, that effective upon the execution of this Agreement, City shall have a lien upon the Subject Property to guarantee the full and timely performance by Owner of its obligations under this Agreement. The lien upon the Subject Property shall be in an amount equal to the unpaid portion of the Total Principal Obligation, plus any accrued interest and any costs incurred by the City to enforce this Agreement. Such lien may be enforced in the manner provided by law. This lien is in addition to any rights or remedies which the City may have which may arise by operation of any applicable law, including, without implied limitation, the Corona Municipal Code. The lien created pursuant to this Agreement shall occupy a priority position against the Subject Property senior to all other non-statutory monetary liens and encumbrances against the Subject Property, except to the extent that Owner lacks the right to grant the lien priority over other liens and encumbrances against the Subject Property existing as of the date of this Agreement.

3.9 Recordation and Enforcement. City may record this Agreement in the official records of the County of Riverside, and may take such action in law, equity, or otherwise, as City deems necessary to enforce the provisions of this Agreement, including but not limited to actions for injunctive relief. This Agreement shall run with the land. The obligations of and the lien created by this Agreement shall run with the Subject Property, and the requirements imposed by this Agreement shall bind the heirs, successors and assigns of Owner as owner of the Subject Property until satisfied in full. Owner further agrees and acknowledges the City may take such measures as it deems necessary to collect the Total Principal Obligation in the event of nonpayment, including tendering the debt to a collection agency and/or initiating legal action for collection.

3.10 Attorneys' Fees. If any legal action, or any arbitration or other proceeding is initiated for the enforcement of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

3.11 Indemnity. Owner shall indemnify, defend and hold harmless City, its elected officials, board members, officers, agents, employees and authorized volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including, without limitation, court costs, reasonable attorneys' fees, and expert witness fees, arising out of, in connection with or in any way related to the negligence or misconduct of Owner relating to this Agreement, including but not limited to any breach of this Agreement by Owner, and including, without limitation, all costs of collection, including attorneys' fees and all costs of suit, in the event any payment required under this Agreement is not made when due.

3.12 Term. This Agreement shall be in full force and effect from the Effective Date and shall continue in full force and effect until Owner has paid all money due to City hereunder.

3.13. Events of Default. Upon the occurrence of any of the events listed below, an “Event of Default” shall be deemed to have occurred and City may, at City’s option, without prior notice, (i) declare the then-unpaid principal amount of the Total Principal Obligation, plus any accrued interest (collectively, the “Payment Amount”) to be immediately due and payable, and the same shall immediately become due and payable; and (ii) exercise all rights and remedies provided in this Agreement:

3.13.1 Owner shall fail to make any payment under this Agreement when due or within ten (10) days following written notice of such failure from City; or

3.13.2 There shall occur any breach of this Agreement by Owner; or

3.13.3 Owner shall (i) become insolvent or unable to pay Owner’s debts generally as they mature, (ii) make a general assignment for the benefit of creditors, (iii) admit in writing Owner’s inability to pay Owner’s debts generally as they mature, (iv) file or have filed against it a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the Federal bankruptcy laws or under any other applicable law of the United States of America or any state thereof, or (v) consent to the appointment of a trustee or receiver for it or for a substantial part of the Subject Property; or

3.13.4 Any order, judgment or decree shall be entered appointing, without Owner’s consent, a trustee or receiver for it or for a substantial part of the Subject Property that is not removed within sixty (60) days from such entry; or

3.13.5 A judgment against Owner for the payment of money totaling in excess of \$10,000 shall be outstanding for a period of sixty (60) days without a stay of execution thereof; or

3.13.6 The holder of any senior or junior encumbrance on the personal property collateral encumbered by this Agreement shall institute foreclosure or other proceedings for the enforcement of its remedies thereunder; or

3.13.7 Owner permits or suffers Owner’s leasehold or other interest in the Subject Property to be divested, sold, transferred, terminated, or otherwise conveyed, whether voluntarily or involuntarily. This provision shall apply to each and every sale, transfer or conveyance, regardless of whether or not City has consented to, or waived, City’s right hereunder, whether by action or nonaction, in connection with any previous sale, transfer, or conveyance, whether one or more.

Notwithstanding the above, in the event of an actual or deemed entry of an order for relief with respect to Owner under the United States Bankruptcy Code, this Agreement and all interest and other amounts due hereon shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by Owner. City may exercise its option to accelerate after any Event of Default, regardless of any prior forbearance.

3.14. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.15. Modification. This Agreement may be modified only in writing, signed by both Parties.

3.16. Notice. Written notice, whenever required by this Agreement, shall become effective upon personal service or deposit in the United States mail, postage prepaid, addressed to the following:

CITY:  
City of Corona  
755 Public Safety Way  
Corona, CA 92880  
Attn: Tom Moody, General Manager  
Utilities Department

OWNER:  
John Ramirez  
2844 James Street  
Corona, CA 92881

3.17. Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue shall be in Riverside County, California.

3.18. Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one original.

3.19. Corona Utility Authority. Owner 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, the following provisions shall apply: (1) City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s); and (2) Owner 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, Owner 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. In recognition of the foregoing, the parties hereto have executed this Payment Plan Agreement for Construction Charges to Connect to City's Sewer System the day and year first stated above.

**[SIGNATURES ON NEXT TWO PAGES]**

**CITY SIGNATURE PAGE TO**  
**CITY OF CORONA**  
**PAYMENT PLAN AGREEMENT**

**JAMES STREET SEWER EXTENSION - CONSTRUCTION CHARGES**  
**(RESIDENTIAL USER – 2844 JAMES STREET)**

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

Approved as to Form:

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

**OWNER SIGNATURE PAGE TO**

**CITY OF CORONA  
PAYMENT PLAN AGREEMENT**

**JAMES STREET SEWER EXTENSION - CONSTRUCTION CHARGES  
(RESIDENTIAL USER – 2844 JAMES STREET)**

**John Ramirez**

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

**EXHIBIT A**

**LEGAL DESCRIPTION/DEPICTION OF SUBJECT PROPERTY**

[SEE ATTACHED ONE (1) PAGE]



## PUBLIC WORKS DEPARTMENT

(951) 736-2266  
(951) 279-3627 (FAX)

400 SOUTH VICENTIA AVENUE, P.O. BOX 940, CORONA, CALIFORNIA 92879-0940  
CITY HALL - ON LINE ALL THE TIME (<http://www.discovercorona.com>)

### Legal Description/Depiction of Subject Property

Parcel 3 in Book 8 Page 9 of Parcel Maps as recorded in the Office of the recorder of Riverside County, California being a Portion of Lot 201 of Division No. 1 of Amended Map of Orange Heights as shown by Map on File in Book 2 Page 1 of Maps, records of Riverside County, California.

Parcel ID: 120-111-008

**EXHIBIT B**

**AMORTIZATION SCHEDULE**

[SEE ATTACHED ONE (1) PAGE]

## Amortization Schedule

## Payment Plan Agreement Exhibit B

Loan amount	\$ 24,845.68
Annual interest rate	6.00%
Loan period in years	5
Monthly payment	\$ 480.34
Number of payments	60
Total interest	\$ 3,974.52
Total cost of loan	\$ 28,820.20

No.	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	\$ 24,845.68	\$ 480.34	\$ 356.11	\$ 124.23	\$ 24,489.57
2	\$ 24,489.57	\$ 480.34	\$ 357.89	\$ 122.45	\$ 24,131.68
3	\$ 24,131.68	\$ 480.34	\$ 359.68	\$ 120.66	\$ 23,772.00
4	\$ 23,772.00	\$ 480.34	\$ 361.48	\$ 118.86	\$ 23,410.53
5	\$ 23,410.53	\$ 480.34	\$ 363.28	\$ 117.05	\$ 23,047.24
6	\$ 23,047.24	\$ 480.34	\$ 365.10	\$ 115.24	\$ 22,682.14
7	\$ 22,682.14	\$ 480.34	\$ 366.93	\$ 113.41	\$ 22,315.22
8	\$ 22,315.22	\$ 480.34	\$ 368.76	\$ 111.58	\$ 21,946.46
9	\$ 21,946.46	\$ 480.34	\$ 370.60	\$ 109.73	\$ 21,575.85
10	\$ 21,575.85	\$ 480.34	\$ 372.46	\$ 107.88	\$ 21,203.40
11	\$ 21,203.40	\$ 480.34	\$ 374.32	\$ 106.02	\$ 20,829.08
12	\$ 20,829.08	\$ 480.34	\$ 376.19	\$ 104.15	\$ 20,452.89
13	\$ 20,452.89	\$ 480.34	\$ 378.07	\$ 102.26	\$ 20,074.81
14	\$ 20,074.81	\$ 480.34	\$ 379.96	\$ 100.37	\$ 19,694.85
15	\$ 19,694.85	\$ 480.34	\$ 381.86	\$ 98.47	\$ 19,312.99
16	\$ 19,312.99	\$ 480.34	\$ 383.77	\$ 96.56	\$ 18,929.22
17	\$ 18,929.22	\$ 480.34	\$ 385.69	\$ 94.65	\$ 18,543.53
18	\$ 18,543.53	\$ 480.34	\$ 387.62	\$ 92.72	\$ 18,155.91
19	\$ 18,155.91	\$ 480.34	\$ 389.56	\$ 90.78	\$ 17,766.35
20	\$ 17,766.35	\$ 480.34	\$ 391.50	\$ 88.83	\$ 17,374.84
21	\$ 17,374.84	\$ 480.34	\$ 393.46	\$ 86.87	\$ 16,981.38
22	\$ 16,981.38	\$ 480.34	\$ 395.43	\$ 84.91	\$ 16,585.95
23	\$ 16,585.95	\$ 480.34	\$ 397.41	\$ 82.93	\$ 16,188.55
24	\$ 16,188.55	\$ 480.34	\$ 399.39	\$ 80.94	\$ 15,789.15
25	\$ 15,789.15	\$ 480.34	\$ 401.39	\$ 78.95	\$ 15,387.76
26	\$ 15,387.76	\$ 480.34	\$ 403.40	\$ 76.94	\$ 14,984.36
27	\$ 14,984.36	\$ 480.34	\$ 405.41	\$ 74.92	\$ 14,578.95
28	\$ 14,578.95	\$ 480.34	\$ 407.44	\$ 72.89	\$ 14,171.51
29	\$ 14,171.51	\$ 480.34	\$ 409.48	\$ 70.86	\$ 13,762.03
30	\$ 13,762.03	\$ 480.34	\$ 411.53	\$ 68.81	\$ 13,350.50
31	\$ 13,350.50	\$ 480.34	\$ 413.58	\$ 66.75	\$ 12,936.92
32	\$ 12,936.92	\$ 480.34	\$ 415.65	\$ 64.68	\$ 12,521.27
33	\$ 12,521.27	\$ 480.34	\$ 417.73	\$ 62.61	\$ 12,103.54
34	\$ 12,103.54	\$ 480.34	\$ 419.82	\$ 60.52	\$ 11,683.72
35	\$ 11,683.72	\$ 480.34	\$ 421.92	\$ 58.42	\$ 11,261.80
36	\$ 11,261.80	\$ 480.34	\$ 424.03	\$ 56.31	\$ 10,837.77
37	\$ 10,837.77	\$ 480.34	\$ 426.15	\$ 54.19	\$ 10,411.62
38	\$ 10,411.62	\$ 480.34	\$ 428.28	\$ 52.06	\$ 9,983.34
39	\$ 9,983.34	\$ 480.34	\$ 430.42	\$ 49.92	\$ 9,552.92
40	\$ 9,552.92	\$ 480.34	\$ 432.57	\$ 47.76	\$ 9,120.35
41	\$ 9,120.35	\$ 480.34	\$ 434.73	\$ 45.60	\$ 8,685.62
42	\$ 8,685.62	\$ 480.34	\$ 436.91	\$ 43.43	\$ 8,248.71
43	\$ 8,248.71	\$ 480.34	\$ 439.09	\$ 41.24	\$ 7,809.62
44	\$ 7,809.62	\$ 480.34	\$ 441.29	\$ 39.05	\$ 7,368.33
45	\$ 7,368.33	\$ 480.34	\$ 443.49	\$ 36.84	\$ 6,924.83
46	\$ 6,924.83	\$ 480.34	\$ 445.71	\$ 34.62	\$ 6,479.12
47	\$ 6,479.12	\$ 480.34	\$ 447.94	\$ 32.40	\$ 6,031.18
48	\$ 6,031.18	\$ 480.34	\$ 450.18	\$ 30.16	\$ 5,581.00
49	\$ 5,581.00	\$ 480.34	\$ 452.43	\$ 27.90	\$ 5,128.57
50	\$ 5,128.57	\$ 480.34	\$ 454.69	\$ 25.64	\$ 4,673.87
51	\$ 4,673.87	\$ 480.34	\$ 456.97	\$ 23.37	\$ 4,216.91
52	\$ 4,216.91	\$ 480.34	\$ 459.25	\$ 21.08	\$ 3,757.65
53	\$ 3,757.65	\$ 480.34	\$ 461.55	\$ 18.79	\$ 3,296.11
54	\$ 3,296.11	\$ 480.34	\$ 463.86	\$ 16.48	\$ 2,832.25
55	\$ 2,832.25	\$ 480.34	\$ 466.18	\$ 14.16	\$ 2,366.07
56	\$ 2,366.07	\$ 480.34	\$ 468.51	\$ 11.83	\$ 1,897.57
57	\$ 1,897.57	\$ 480.34	\$ 470.85	\$ 9.49	\$ 1,426.72
58	\$ 1,426.72	\$ 480.34	\$ 473.20	\$ 7.13	\$ 953.52
59	\$ 953.52	\$ 480.34	\$ 475.57	\$ 4.77	\$ 477.95
60	\$ 477.95	\$ 480.34	\$ 477.95	\$ 2.39	\$ 0.00



Staff Report

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**File #:** 21-1111

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/01/2021

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

**FROM:** City Manager's Office

**SUBJECT:** Public Meeting Safety & Participation Protocols

**EXECUTIVE SUMMARY:**

Due to increasing instances of disorder, contention, and hostile encounters in public meetings across the country and locally, a Safety and Participation Protocols Policy is proposed to ensure residents, staff and elected officials can participate in community meetings in a safe and orderly environment. This policy promotes mutual respect, civility, and orderly conduct among City employees, elected officials, and the public.

**RECOMMENDED ACTION:**

**That the City Council** adopt Administrative Policy (No. 07400.009) Brown Act Meeting Safety and Participation Protocols.

**BACKGROUND & HISTORY:**

Cities across the United States have seen an increase of instances of disorder, contention, and hostile encounters public meetings. While the City of Corona has, gratefully, been spared the worst of these incidents, it is nonetheless prudent to be prepared for such events and have a policy in place. This policy does not deprive any person of their right to freedom of expression; rather it supports and promotes a safe, constructive and non-threatening environment for residents, staff and elected officials to participate in public meetings.

**ANALYSIS:**

Staff have drafted the proposed administrative policy outlining fire, active shooter, and meeting disruption procedures applicable to all City meetings covered by the Brown Act. This policy promotes mutual respect, civility, and orderly conduct among City employees, elected officials, and the public. The policy encourages everyone to treat each other courteously, listen to others respectfully, exercise self-control, give open-minded consideration to all viewpoints, focus on the issues, avoid personalizing debates, and embrace an inclusive public process.

In addition, the policy provides protocols in the event of a fire, active shooter, as well as in the event the meeting can't proceed due to disruptive participants. The policy also clarifies what the City can and cannot do when it comes to lawfully regulating public participation.

**FINANCIAL IMPACT:**

No financial impact.

**ENVIRONMENTAL ANALYSIS:**

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

**PREPARED BY:** DENZEL MAXWELL, ASSISTANT TO THE CITY MANAGER

**REVIEWED BY:** ROGER BRADLEY, ASSISTANT CITY MANAGER

**Attachments:**

1. Proposed Administrative Policy (No. 07400.009) Brown Act Meeting Safety and Participation Protocols.
2. Corona Municipal Code 2.12.020 Decorum



## Administrative Policy

Title: Brown Act Meeting Safety & Participation Protocols					
Administered By: Management Services (City Manager)					
Policy No.	Issue Date	Revision Date	Dept. Head Approved	City Manager Approved	Mayor Approved
07400.009	09-15-21	N/A			

### ARTICLE I - PURPOSE

#### Section 1.1 General Purpose

The purpose of this policy is to establish safety and participation protocols for meetings conducted pursuant to the Ralph M. Brown Act.

#### Section 1.2 Superseded Policies

This policy supersedes and replaces the following policies, which are hereby eliminated in their entirety and are of no further force and effect:

None.

### ARTICLE II - DEFINITIONS AND SCOPE

#### Section 2.1 Definitions

For purposes of this policy, the following definitions shall apply:

- A. Brown Act Meeting. The term "Brown Act Meeting" shall mean a meeting of a legislative body required to be conducted in public pursuant to the agenda and other requirements of the Ralph M. Brown Act (Government Code Sections 54950 et seq.).

- 
- B. Presiding Officer. The term “Presiding Officer” shall mean the official charged by the Corona Municipal Code or other applicable law, rule or regulation with presiding over the Brown Act Meeting.
- C. Rules of Decorum. The term “Rules of Decorum” shall mean those rules and regulations set forth in Corona Municipal Code Section 2.12.020 or other applicable law, rule or regulation.

## **Section 2.2 General Scope**

Unless otherwise stipulated herein, this policy applies to all City Brown Act Meetings. All officials and employees shall comply with the provisions outlined in this policy. It is the responsibility of all supervision to ensure that the provisions outlined in this policy are enforced for those City employees under their authority.

## **Section 2.3 Exemptions from Scope**

None.

# **ARTICLE III – BROWN ACT MEETING SAFETY & PARTICIPATION PROTOCOLS**

## **Section 3.1 Protocols Attached Hereto as Exhibit “A”**

The City of Corona Brown Act Meeting Safety & Participation Protocols shall be those attached hereto as Exhibit “A” and incorporated herein by reference.

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### **PRIOR VERSIONS**

ISSUED: 09-15-21

REVISED: N/A

## EXHIBIT "A"

### CITY OF CORONA BROWN ACT MEETING SAFETY & PARTICIPATION PROTOCOLS

**FIRE:** Exit the building through side or rear exits (call 911)

**ACTIVE SHOOTER:** RUN, HIDE, FIGHT (call 911)

**MEETING DISRUPTION** (due to verbal or other actions prohibited by CMC 2.12.02 – Rules of Decorum):

1. The presiding officer will warn the person regarding how they are violating the Rules of Decorum (e.g. continuing to speak after their allotted time has expired), then wait a brief, reasonable period of time (e.g. up to about 15 seconds).
2. If the person continues, the presiding officer will warn the person again and explain what mitigation measures may be taken (e.g. the microphone may be turned off or the camera may be redirected from them).
3. If the person continues, the presiding officer may call for a brief break (e.g. 5 - 10 minutes or so).
4. During the break, the presiding officer will caucus with appropriate staff present (e.g. Police Chief, City Manager, City Attorney, Department Director, etc.) in the rear hallway or other private location to establish any necessary mitigation measures going forward, which may include, but are not necessarily limited to, the following:
  - a. **Clerk or Secretary:** will automatically turn off the microphone for every speaker when their allotted time expires or turn off the microphone at any time at the direction of the presiding officer.
  - b. **Broadcaster:** will maintain video on the front of the room, but will cut-out the speaker podium from view.
  - c. **Police:** will tell the person(s) who had disrupted the meeting that they must abide by the Rules of Decorum, as provided in CMC 2.12.020; if they continue to disrupt the meeting, they will be removed from the meeting at the discretion of the legislative body pursuant to CMC 2.12.020.
  - d. **Presiding Officer:** will let the audience know of the mitigation measures to be implemented going forward, that no additional warnings or breaks may be granted and that everyone must abide by the Rules of Decorum, as provided in CMC 2.12; if anyone disrupts the meeting, they can be removed from the meeting at the discretion of the legislative body pursuant to CMC 2.12.020 or the meeting room may be cleared in accordance with the Ralph M. Brown Act.
  - e. **Police:** If directed by the presiding officer, as provided for in CMC 2.12, shall remove anyone disrupting the meeting. As provided for in CMC 2.12.020 (C)(3), any person who resists removal by a law enforcement officer may be charged with a criminal violation.

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### De-Escalation Tips

- ✓ Thank each speaker for taking the time to attend and for their comments. Don't engage in direct or immediate debate with speakers over their comments/opinions shared.
- ✓ Acknowledge the importance of the topic and that it is normal to have strong emotions about it, but note that everyone – city officials, staff and the public – has a responsibility to ensure that the Rules of Decorum are met, since that is the only way in which to help ensure that meetings are run effectively and that decisions are made with the public's best interests foremost in mind.
- ✓ Thank residents for speaking up in a civil, respectful manner and staying focused on the issue.
- ✓ If at any point in the meeting emotions escalate to the point of concern, call for a brief break (e.g. 5 - 10 minutes or so). This provides a cooling-off period and helps bring down the level of emotions.

### Permissible and Impermissible Protocols

#### The City CAN:

- ✓ The presiding officer can, unless overruled by a majority of the members present (including the presiding officer), establish one or more of the following rules or procedures:
  - Reduce the City's traditional 3 minute public comment time limit to 1-2 minutes;
  - Limit the overall public comment time period for one or more particular agenda items, including, but not limited to, the general public comment agenda item;
  - Limit comments on a particular agenda item to that specific topic;
  - Limit general public comments to issues within the subject matter jurisdiction of the legislative body;
  - Direct Fire or Police to strictly enforce the meeting room occupancy limit;
  - Reserve seating for certain staff, project applicants and others;
  - Prohibit or limit standing in the side or center aisle ways (other than in a designated cue area for public speakers which may be maintained by staff);
  - Establish a time for the meeting room to be opened to the public;
  - Limit public admission to the meeting room on a first-come, first-served basis;
  - If the meeting room occupancy limit has been met, form and maintain cue lines outside of the meeting room, in locations to be determined by staff, and admit members of the public into the meeting room one person at a time to speak before the legislative body; any member of the public who has been admitted for the purpose of speaking may be required to immediately leave the meeting room when their time limit for speaking has expired;
  - Any other rules or procedures that are reasonably necessary under the circumstances; and
  - In all cases accommodations should be made as required by the Ralph M. Brown Act, the Americans with Disabilities Act, or other applicable law.
- ✓ Regulate the Rules of Decorum (CMC 2.12.020), including having any person removed from the meeting room who disrupts the meeting in violation of CMC 2.12.020 or other applicable law.

**The City CANNOT:**

- ✓ Regulate the content of a person's speech.
- ✓ Prohibit a person from speaking because the presiding officer or any other person disapproves or disagrees with the content of what they say or how they say it - rude, insulting or inaccurate comments are allowed, although the City can always encourage civility and discourage personal, irrelevant, slanderous or profane remarks, as well as disorderly conduct or loud, threatening or abusive language.

## 2.12.020 Decorum.

(A) Meetings conducted by the city, including, but not limited to, council, commission, board, agency or committee meetings, shall be conducted in an orderly manner to ensure that the public has a full opportunity to be heard and that the deliberative process of the body conducting the meeting is maintained at all times.

(B) While any meeting of the city is in session, the following rules of order shall be observed:

(1) While the meeting is in session, members of the body conducting the meeting shall preserve order and decorum, and members shall not, by conversation or other means, delay or interrupt the proceedings, disturb any other member or person addressing the body while speaking, or refuse to obey the orders of the presiding officer. In addition, members of the body shall comply with the rules of decorum provided for in subsections (B)(3) and (B)(4) below.

(2) Employees of the city shall observe the same rules of order and decorum as those to which the body conducting the meeting is held accountable. In addition, employees shall comply with the rules of decorum provided for in subsections (B)(3) and (B)(4) below.

(3) Each person who addresses the body conducting the meeting shall do so in an orderly manner. The city believes that all city meetings must be conducted with the utmost professionalism and courtesy. At the discretion of the presiding officer, or a majority of the governing body, any person who acts in the following ways while addressing the body conducting the meeting may be barred from further attendance at the meeting, unless permission to continue is granted by a majority of the body conducting the meeting:

(a) Any person who makes personal, irrelevant, slanderous or profane remarks which disrupt the meeting;

(b) Any person who utters loud, threatening, or abusive language which disrupts the meeting; or

(c) Any person who engages in any other disorderly conduct which disrupts the meeting. Disorderly conduct includes, but is not limited to, addressing the council without first being recognized by the presiding officer; an individual repetitiously addressing the same subject; continuing to speak after the allotted time has expired; engaging in a discussion of information which is not within the subject matter jurisdiction of the body conducting the meeting or which is not relevant to the agenda matter currently being addressed or considered by the body conducting the meeting; failing to relinquish the podium; interrupting the presiding officer, members of the body conducting the meeting, or city staff members; intentionally blocking aisle ways or doorways; intentionally blocking or disrupting the video taping or audio recording of the meeting; persistent yelling, shouting, whistling, clapping, stomping feet, talking loudly, hissing, booing; or making obscene gestures.

(4) Each person who attends a city meeting shall conduct themselves with the utmost professionalism and courtesy. At the discretion of the presiding officer or a majority of the governing body, any person who acts in the following ways at a meeting may be barred from further attendance at the meeting, unless permission to continue is granted by a majority of the body conducting the meeting:

(a) Any person who makes personal, irrelevant, slanderous or profane remarks which disrupt the meeting;

(b) Any person who utters loud, threatening, or abusive language which disrupts the meeting; or

(c) Any person who engages in any other disorderly conduct which disrupts the meeting. Disorderly conduct includes, but is not limited to, addressing the council without first being recognized by the presiding officer; an individual repetitiously addressing the same subject; continuing to speak after the allotted time has expired; engaging in a discussion of information which is not within the subject matter jurisdiction of the body conducting the meeting or which is not relevant to the agenda matter currently being addressed or considered by the body conducting the meeting; failing to relinquish the podium; interrupting the presiding officer, members of the body conducting the meeting, or city staff members; intentionally blocking aisle ways or doorways; intentionally blocking or disrupting the video taping or audio recording of the meeting; persistent yelling, shouting, whistling, clapping, stomping feet, talking loudly, hissing, booing; or making obscene gestures.

(C) The rules of decorum set forth above in subsections (B)(1) through (B)(4) shall be enforced in the following manner.

(1) The presiding officer shall request that a person who is breaching the rules of decorum comply promptly. If, after receiving a warning from the presiding officer and unless overruled by a majority of the governing body, a person persists in disrupting the meeting, the presiding officer shall order him to leave the meeting. If such person does not voluntarily leave the meeting, the presiding officer may, unless overruled by a majority of the governing body, order any law enforcement officer to remove that person from the meeting.

(2) Any law enforcement officer shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the meeting. To this end, therefore, it shall be the duty of the law enforcement officer, upon instruction of the presiding officer, to remove from the meeting any person who is disrupting the meeting.

(3) Any person who resists removal by a law enforcement officer shall be charged with a violation of this section.

(Ord. 2633 § 2, 2003.)



Staff Report

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**File #:** 21-1100

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/01/2021

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

**FROM:** City Manager's Office

**SUBJECT:**

Request from Vice Mayor Speake for Council consideration of adopting a Resolution, expressing support for the Brand-Huang-Mendoza tripartisan land-use initiative.

**EXECUTIVE SUMMARY:**

Discussion and possible action on Resolution No. 2021-128, expressing support for the "Brand-Huang-Mendoza tripartisan land-use initiative" (Initiative) to amend article XI of the Constitution of the State of California to make zoning and land use community affairs, and not of state interest. The Initiative presents an opportunity to restore regulation of land use issues to local jurisdictions by bringing those issues to a vote of the people. The Initiative recognizes the authority of local jurisdictions to control land-use and zoning decisions, without regard to state statutes, except in certain circumstances related to the following three areas of statewide concern: California Coastal Act of 1976; siting of power plants; and development of water, communication, or transportation infrastructure projects.

**RECOMMENDED ACTION:**

**That the City Council** consider adopting a Resolution in support of the Brand-Huang-Mendoza tripartisan land-use initiative.

**BACKGROUND & HISTORY:**

A tripartisan statewide coalition of local leaders and community activists are working on an Initiative to amend the State Constitution as part of the Nov. 8, 2022 ballot that will make all land use and planning a municipal affair only. The 'Brand-Huang-Mendoza Tripartisan Land Use Initiative' (Attachment 2) rests on the premise that local land use and zoning policies are a matter of local concern and recognizes that local governments are best fit to determine the unique needs of their respective communities. At the request of Vice Mayor Speake, this item was placed on the agenda for the City Council to consider supporting this effort.

**ANALYSIS:**

In recent years, several laws have been enacted regulating local land use planning and housing policy at the State level. These laws supersede local authorities' land use policies and practices and result in a "one size fits all" mandate. The State mandates do not factor in the unique needs of each city or jurisdiction, and do not incentivize the development of affordable housing. Local zoning and housing issues differ from city to city. Each local agency must evaluate and determine for themselves how to address land use patterns, design standards (e.g. size, height, setbacks, etc.), parking demand and need, access to transit, and impacts on infrastructure including roadway capacity, water, sewer, energy, and emergency access. Maintaining local control ensures that development of a building's orientation, relationship to the street and pedestrian experiences, access to light and air, and design aesthetics all uphold the values and characteristics of the single-family residential neighborhoods in Corona.

The Initiative states that regulation of zoning or use of land within boundaries of the city shall be deemed a municipal affair and shall prevail over a conflicting state statute. In short, the Initiative recognizes the authority of local jurisdictions to control land use and zoning decisions within the boundaries of their own jurisdiction.

Acknowledging that there may be instances of statewide concern for rules and regulations to govern local land use and zoning decisions, the Initiative provides for three specific conditions where state law would prevail:

- Land use decisions that are under the purview of the State Coastal Commission.
- The siting of a power generating facility capable of generating more than 50 megawatts of electricity.
- The development of water, communications, or transportation infrastructure projects that the state declares are a matter of statewide concern, with the exception of transit-oriented development projects, whether residential, commercial, or mixed use.

Attachment 1 is a proposed Resolution for the Council's consideration of adoption, supporting this Initiative which advocates for the restoration and protection of local zoning and land use authority.

**FINANCIAL IMPACT:**

No financial impact.

**ENVIRONMENTAL ANALYSIS:**

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

**PREPARED BY:** DENZEL MAXWELL, ASSISTANT TO THE CITY MANAGER

**REVIEWED BY:** ROGER BRADLEY, ASSISTANT CITY MANAGER

**Attachments:**

1. Resolution No. 2021-128, Support of the Brand-Huang-Mendoza Tripartisan Land Use Initiative
2. Brand-Huang-Mendoza Tripartisan Land Use Initiative Text

**RESOLUTION NO. 2021-128**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, EXPRESSING SUPPORT FOR THE “BRAND-HUANG-MENDOZA TRIPARTISAN LAND USE INITIATIVE” TO AMEND ARTICLE XI OF THE CONSTITUTION OF THE STATE OF CALIFORNIA TO MAKE ZONING AND LAND USE COMMUNITY AFFAIRS, AND NOT OF STATE INTEREST**

**WHEREAS**, the Legislature of the State of California in recent years has proposed, passed, and signed into law a number of bills addressing a range of land use planning and housing issues; and

**WHEREAS**, the majority of these bills usurp the authority of local jurisdictions to determine for themselves the land use policies and practices that best suit each city and its residents and instead impose “one-size-fits-all” mandates that do not take into account the unique needs and differences of local jurisdictions throughout the State of California; and

**WHEREAS**, the majority of these bills do not provide any incentives or requirements for low-income affordable or moderate income workforce housing, but instead impose new policies that will incentivize speculation and result in the addition of market-rate or luxury housing, thereby eliminating the opportunity for local jurisdictions to implement effective policies that will create more affordable housing and affirmatively further fair housing practices; and

**WHEREAS**, the ability of local jurisdictions to determine for themselves which projects require review beyond ministerial approval; what parking requirements are appropriate for various neighborhoods; what housing plans and programs are suitable and practical for each community; and what zoning should be allowed for residential properties, rather than having these decisions imposed upon cities without regard for the unique circumstances and needs of each individual community, is a matter of critical importance to the City of Corona and many other municipalities focused on local zoning and housing issues; and

**WHEREAS**, the City Council of the City of Corona hereby determines that local government entities are best able to assess and respond to the unique needs of their respective communities and hereby objects to the proliferation of State legislation (including SB 9 and SB 10) that would deprive us of that ability.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** That the City Council of the City of Corona is opposed to the legislature of the State of California continually proposing and adopting legislation that overrides the zoning and land use authority of local government and inhibits the ability of local government

to effectively plan for and implement policies to stimulate the efficient production of affordable housing in the City of Corona.

**SECTION 2.** That the City Council of the City of Corona supports the Brand-Huang-Mendoza Tripartisan Land Use Initiative (Attached to the Resolution as Exhibit A) to ensure that zoning and land use authority rests with the local government entities that represent the communities in which the residents reside, and to allow local government to participate in solving our affordable housing crisis through solutions that effectively address the unique needs and conditions of each local community.

**SECTION 3.** That the City Council of the City of Corona incorporates each recital set forth herein above.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ (th) day of \_\_\_\_\_, \_\_\_\_.

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

**ATTEST:**

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

**CERTIFICATION**

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this \_\_\_\_ (th) day of \_\_\_\_\_, \_\_\_\_.

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

[SEAL]

**EXHIBIT " \_\_\_\_ "**

**ADD TITLE OF EXHIBIT HERE – SHOULD BE BOLD AND UPPER CASE.  
USE THIS COVERSHEET FOR EACH EXHIBIT.**

[SEE ATTACHED \_\_\_\_\_ ( ) PAGES]

**BRAND-HUANG-MENDOZA TRIPARTISAN LAND-USE INITIATIVE**

SECTION 1. The people of the State of California find and declare all of the following:

- (a) The circumstances and environmental impacts of local land use decisions vary greatly across the state from locality to locality.
- (b) The infrastructure required to maintain appropriate levels of public services, including police and fire services, parklands and public open spaces, transportation, water supply, schools, and sewers varies greatly across the state from locality to locality.
- (c) Land use decisions made by local officials must balance development with public facilities and services while addressing the economic, environmental, and social needs of the particular communities served by those local officials.
- (d) Thus, it is in the best interests of the state and local communities for these complex decisions to be made at the local level to ensure that the specific, unique characteristics, constraints, and needs of those communities are properly analyzed and addressed.
- (e) Gentrification of housing adjacent to public transportation will reduce or eliminate the availability of low or very low income housing near public transit, resulting in the loss of access by low or very low income persons to public transit, declines in public transit ridership, and increases in vehicle miles travelled.
- (f) The State Legislature cannot properly assess the impacts upon each community of sweeping centralized and rigid state land use rules and zoning regulations that apply across the state without regard to community impacts and, as a result, statewide land use and zoning will do great harm to local communities with differing circumstances and concerns.
- (g) Community development should not be controlled by state planners, but by local governments that know and can address the needs of, and the impacts upon, local communities. Local initiatives approved by voters pertaining to land use and zoning restrictions should not be nullified or superseded by the actions of any local or state legislative body.
- (h) Numerous state laws that target communities for elimination of zoning standards have been enacted, and continue to be proposed, that eliminate or erode local control over local development and circumvent the California Environmental Quality Act ("CEQA"), creating the potential for harmful environmental impacts to occur.
- (i) The purpose of this measure is to ensure that all decisions regarding local land use controls, including zoning law and regulations, are made by the affected communities in accordance with applicable law, including but not limited to CEQA (Public Resources Code § 21000 et seq.), the California Fair Employment and Housing Act (Government Code §§ 12900 – 12996), prohibitions against discrimination (Government Code § 65008), and affirmatively furthering fair housing (Government Code § 8899.50). This constitutional amendment would continue to provide for state control in the coastal zone, the siting of a power plant that can generate more than 50 megawatts of electricity, or the development or construction of water, communication or transportation infrastructure projects which the Legislature declares are matters of statewide concern and are in the best interests of the state. For purposes of this measure, it is the intent that a transportation infrastructure project shall not include a transit-oriented development project that is residential, commercial, or mixed-use.

SECTION 2. Section 4.5 is added to Article XI of the California Constitution, to read:

SEC. 4.5. (a) Except as provided in subdivision (b), in the event of a conflict with a state statute, a county charter provision, general plan, specific plan, ordinance or a regulation adopted pursuant to a county charter, that regulates the zoning, development or use of land within the boundaries of an unincorporated area of the county shall be deemed a county affair within the meaning of Section 4 and shall prevail over a conflicting state statute. No voter approved local initiative that regulates the zoning, development or use of land within the boundaries of any county shall be overturned or otherwise nullified by any legislative body.

(b) A county charter provision, general plan, specific plan, ordinance or a regulation adopted and applicable to an unincorporated area within a county, may be determined only by a court of competent jurisdiction, in accordance with Section 4, to address either a matter of statewide concern or a county affair if that provision, ordinance, or regulation conflicts with a state statute with regard to only the following:

(1) The California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.

(2) The siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.

(3) The development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this paragraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.

(c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.

(d) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SECTION 3. Section 5.5 is added to Article XI of the California Constitution, to read:

SEC. 5.5. (a) Except as provided in subdivision (b), in the event of a conflict with a state statute, a city charter provision, general plan, specific plan, ordinance or a regulation adopted pursuant to a city charter, that establishes land use policies or regulates zoning or development standards within the boundaries of the city shall be deemed a municipal affair within the meaning of Section 5 and shall prevail over a conflicting state statute. No voter approved local initiative that regulates the zoning, development or use of land within the boundaries of any city shall be overturned or otherwise nullified by any legislative body.

(b) A city charter provision, general plan, specific plan, ordinance or a regulation adopted pursuant to a city charter, may be determined only by a court of competent jurisdiction, in accordance with Section 5, to address either a matter of statewide concern or a municipal affair

if that provision, ordinance, or regulation conflicts with a state statute with regard to only the following:

- (1) The California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.
  - (2) The siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.
  - (3) The development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this paragraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.
- (c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.
- (d) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SECTION 4. Section 7 of Article XI of the California Constitution is amended to read:

SEC. 7. (a) A county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not that are not, except as provided in subdivision (b), in conflict with general laws. A county or city may not supersede or otherwise interfere with any voter approved local initiative pertaining to land use or zoning restrictions.

(b) A county or city general plan, specific plan, ordinance or regulation that regulates the zoning, development or use of land within the boundaries of the county or city shall prevail over conflicting general laws, except for only the following:

(A) A coastal land use plan, ordinance or regulation that conflicts with the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.

(B) An ordinance or regulation that addresses the siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.

(C) An ordinance or regulation that addresses the development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this subparagraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.

(c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.

(d) The provisions of this subdivision are severable. If any provision of this subdivision or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

**BRAND-HUANG-MENDOZA TRIPARTISAN LAND-USE INITIATIVE**

SECTION 1. The people of the State of California find and declare all of the following:

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- (b) The infrastructure required to maintain appropriate levels of public services, including police and fire services, parklands and public open spaces, transportation, water supply, schools, and sewers varies greatly across the state from locality to locality.
- (c) Land use decisions made by local officials must balance development with public facilities and services while addressing the economic, environmental, and social needs of the particular communities served by those local officials.
- (d) Thus, it is in the best interests of the state and local communities for these complex decisions to be made at the local level to ensure that the specific, unique characteristics, constraints, and needs of those communities are properly analyzed and addressed.
- (e) Gentrification of housing adjacent to public transportation will reduce or eliminate the availability of low or very low income housing near public transit, resulting in the loss of access by low or very low income persons to public transit, declines in public transit ridership, and increases in vehicle miles travelled.
- (f) The State Legislature cannot properly assess the impacts upon each community of sweeping centralized and rigid state land use rules and zoning regulations that apply across the state without regard to community impacts and, as a result, statewide land use and zoning will do great harm to local communities with differing circumstances and concerns.
- (g) Community development should not be controlled by state planners, but by local governments that know and can address the needs of, and the impacts upon, local communities. Local initiatives approved by voters pertaining to land use and zoning restrictions should not be nullified or superseded by the actions of any local or state legislative body.
- (h) Numerous state laws that target communities for elimination of zoning standards have been enacted, and continue to be proposed, that eliminate or erode local control over local development and circumvent the California Environmental Quality Act ("CEQA"), creating the potential for harmful environmental impacts to occur.
- (i) The purpose of this measure is to ensure that all decisions regarding local land use controls, including zoning law and regulations, are made by the affected communities in accordance with applicable law, including but not limited to CEQA (Public Resources Code § 21000 et seq.), the California Fair Employment and Housing Act (Government Code §§ 12900 – 12996), prohibitions against discrimination (Government Code § 65008), and affirmatively furthering fair housing (Government Code § 8899.50). This constitutional amendment would continue to provide for state control in the coastal zone, the siting of a power plant that can generate more than 50 megawatts of electricity, or the development or construction of water, communication or transportation infrastructure projects which the Legislature declares are matters of statewide concern and are in the best interests of the state. For purposes of this measure, it is the intent that a transportation infrastructure project shall not include a transit-oriented development project that is residential, commercial, or mixed-use.

SECTION 2. Section 4.5 is added to Article XI of the California Constitution, to read:

SEC. 4.5. (a) Except as provided in subdivision (b), in the event of a conflict with a state statute, a county charter provision, general plan, specific plan, ordinance or a regulation adopted pursuant to a county charter, that regulates the zoning, development or use of land within the boundaries of an unincorporated area of the county shall be deemed a county affair within the meaning of Section 4 and shall prevail over a conflicting state statute. No voter approved local initiative that regulates the zoning, development or use of land within the boundaries of any county shall be overturned or otherwise nullified by any legislative body.

(b) A county charter provision, general plan, specific plan, ordinance or a regulation adopted and applicable to an unincorporated area within a county, may be determined only by a court of competent jurisdiction, in accordance with Section 4, to address either a matter of statewide concern or a county affair if that provision, ordinance, or regulation conflicts with a state statute with regard to only the following:

- (1) The California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.
- (2) The siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.
- (3) The development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this paragraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.

(c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.

(d) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SECTION 3. Section 5.5 is added to Article XI of the California Constitution, to read:

SEC. 5.5. (a) Except as provided in subdivision (b), in the event of a conflict with a state statute, a city charter provision, general plan, specific plan, ordinance or a regulation adopted pursuant to a city charter, that establishes land use policies or regulates zoning or development standards within the boundaries of the city shall be deemed a municipal affair within the meaning of Section 5 and shall prevail over a conflicting state statute. No voter approved local initiative that regulates the zoning, development or use of land within the boundaries of any city shall be overturned or otherwise nullified by any legislative body.

(b) A city charter provision, general plan, specific plan, ordinance or a regulation adopted pursuant to a city charter, may be determined only by a court of competent jurisdiction, in accordance with Section 5, to address either a matter of statewide concern or a municipal affair

if that provision, ordinance, or regulation conflicts with a state statute with regard to only the following:

- (1) The California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.
  - (2) The siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.
  - (3) The development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this paragraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.
- (c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.
- (d) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SECTION 4. Section 7 of Article XI of the California Constitution is amended to read:

SEC. 7. (a) A county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not that are not, except as provided in subdivision (b), in conflict with general laws. A county or city may not supersede or otherwise interfere with any voter approved local initiative pertaining to land use or zoning restrictions.

(b) A county or city general plan, specific plan, ordinance or regulation that regulates the zoning, development or use of land within the boundaries of the county or city shall prevail over conflicting general laws, except for only the following:

(A) A coastal land use plan, ordinance or regulation that conflicts with the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.

(B) An ordinance or regulation that addresses the siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.

(C) An ordinance or regulation that addresses the development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this subparagraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.

(c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.

(d) The provisions of this subdivision are severable. If any provision of this subdivision or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.



Staff Report

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**File #:** 21-1077

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 12/01/2021

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

**FROM:** Planning & Development Department

**SUBJECT:**

Parcel Map 38183 to subdivide 10 acres into two parcels located at 2550 S. Main Street in the A (Agricultural) zone.

**EXECUTIVE SUMMARY:**

Parcel Map 38183 (PM 38183) is an application to subdivide 10 acres into two parcels to facilitate the development of five acres that is currently undeveloped. The parcel map will allow the parcels to be owned by two different parties. The parcel in its entirety is owned by the Association of 7<sup>th</sup> Day Adventists. The organization is interested in separating the undeveloped five acres from its religious development and create an opportunity to sell the parcel, which is not being utilized by the church.

**RECOMMENDED ACTION:**

**That the City Council** approve PM 38183 subject to the findings and conditions as recommended by the Planning and Housing Commission.

**BACKGROUND & HISTORY:**

PM 38183 would subdivide 10 acres into two parcels. The subject site is located at 2550 S. Main Street, which is owned by the Association of 7<sup>th</sup> Day Adventists. The western portion of the property is undeveloped and occupied by a plant nursery. The applicant has indicated that the nursery tenant will be vacating the property. The eastern portion of the property is currently developed with a church. The church was established under Conditional Use Permit (CUP) 78-11.

The approved plan by the CUP does not include a second phase of development for the church that would extend to the western portion of the property. The western portion has remained undeveloped and underutilized for 43 years. The zoning of the property is Agricultural and the General Plan designation and South Corona Community Facilities Plan (CFP) designation is Medium Density Residential. Although the General Plan allows a density range of 6-15 dwelling units to the acre (du/ac), the South Corona CFP limits the density to 7.88 du/ac. Future development of the parcel

with a land use other than agriculture will require a review by the Planning and Housing Commission.

**ANALYSIS:**

The Agricultural zone is governed by Corona Municipal Code (CMC) Chapter 17.06. which requires a minimum lot area of five acres for newly created lots. Additionally, a minimum lot width of 250 feet and lot depth of 300 feet are required for a parcel. Parcels 1 and 2, as shown on PM 38183, meet the minimum lot area of five acres, including the width and depth requirements prescribed by the code. Also, Parcel 2 is designed as a flag lot, which creates an access corridor design from the street that is at least 25 feet in width and 80 feet in depth.

Table 1 below summarizes the size of the proposed lots.

**TABLE 1**  
**Proposed Lot Sizes for PM 38183**

Parcel Number	Lot Area Square Footage	Acreage
1	217,983 S.F.	5
2	217,823 S.F.	5

The subdivision results in a density of 0.2 dwelling units per acre, which does not exceed the General Plan's density of 15 du/ac nor the South Corona CFP maximum density of 7.88 du/ac.

The parcels are provided with adequate vehicular access by two existing driveways on Main Street. Parcel 1 will have vehicular access from Main Street via an existing driveway located at the northeast corner of the property. Parcel 2 will have vehicular access from Main Street via an existing driveway that is located at the southeast corner of the property. Both driveways will be shared between the parcels. The southeast driveway also provides reciprocal access to the adjacent development to the south.

Main Street is classified by the General Plan as a major arterial. The portion of Main Street adjacent to the project site is fully improved with roadway, curb and gutter, landscaped parkway, and sidewalk. No additional widening is needed for this portion of Main Street as the street is at its maximum arterial width.

**FINANCIAL IMPACT:**

The applicant paid the application processing fees of \$5,790 to cover the cost of the Parcel Map.

**ENVIRONMENTAL ANALYSIS:**

A Notice of Exemption has been prepared for the project pursuant to Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempted from CEQA when 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 "common sense" exemption). Parcel Map 38183 subdivides an existing single parcel into two parcels. No change to the property's current land use is proposed with this request.

**PLANNING AND HOUSING COMMISSION ACTION:**

At its meeting of November 8, 2021, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Alexander/Meza) and carried, with Commissioner Woody voting "No", that the Planning and Housing Commission recommend approval of PM 38183 to the City Council, based on the findings contained in the staff report and conditions of approval. The minutes of the Planning and Housing Commission meeting are included as Exhibit 4.

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

**Attachments:**

1. Exhibit 1 - Locational and zoning map
2. Exhibit 2 - Site plan for PM 38183
3. Exhibit 3 - Planning and Housing Commission staff report
4. Exhibit 4 - Draft Minutes of the Planning and Housing Commission meeting of November 8, 2021

# AERIAL & LOCATIONAL MAP



PM 38183 (PM2021-0002)  
2550 S. MAIN STREET



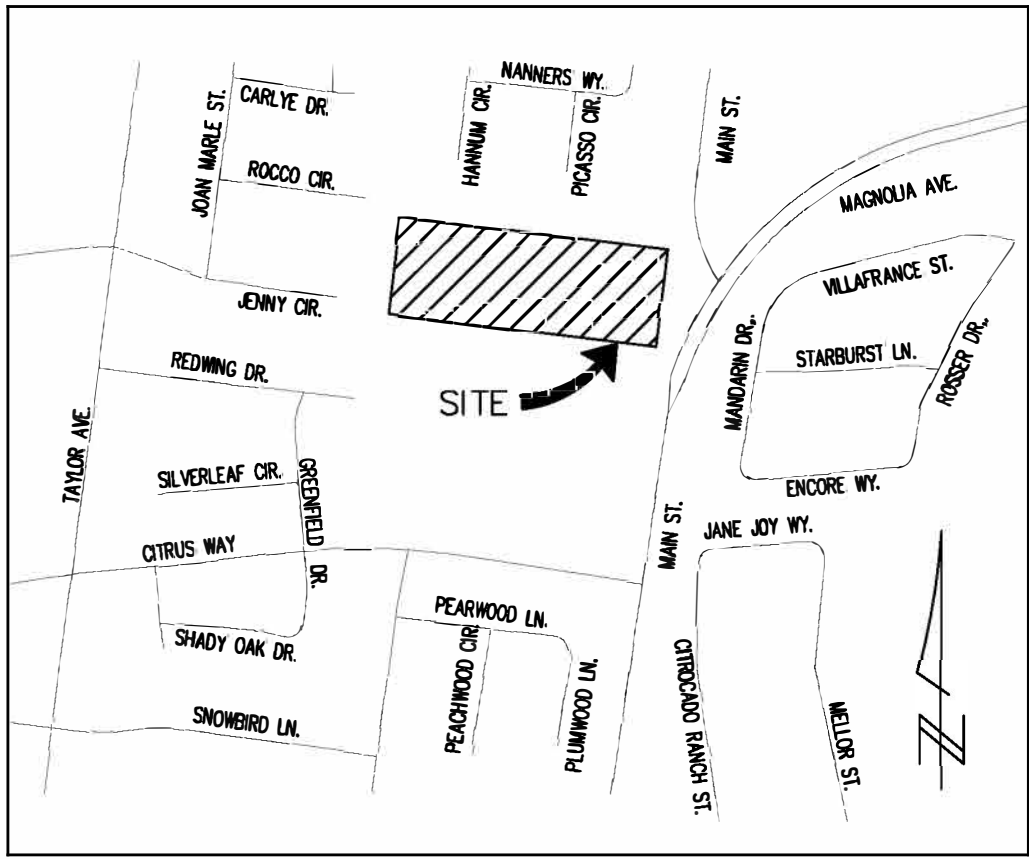
BEING A SUBDIVISION OF PARCEL 218 AS SHOWN BY AMENDED MAP OF ORANGE HEIGHTS DIVISION NO. 2 PER MAP RECORDED IN BOOK 2 PAGE 2 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

GENERAL NOTES:

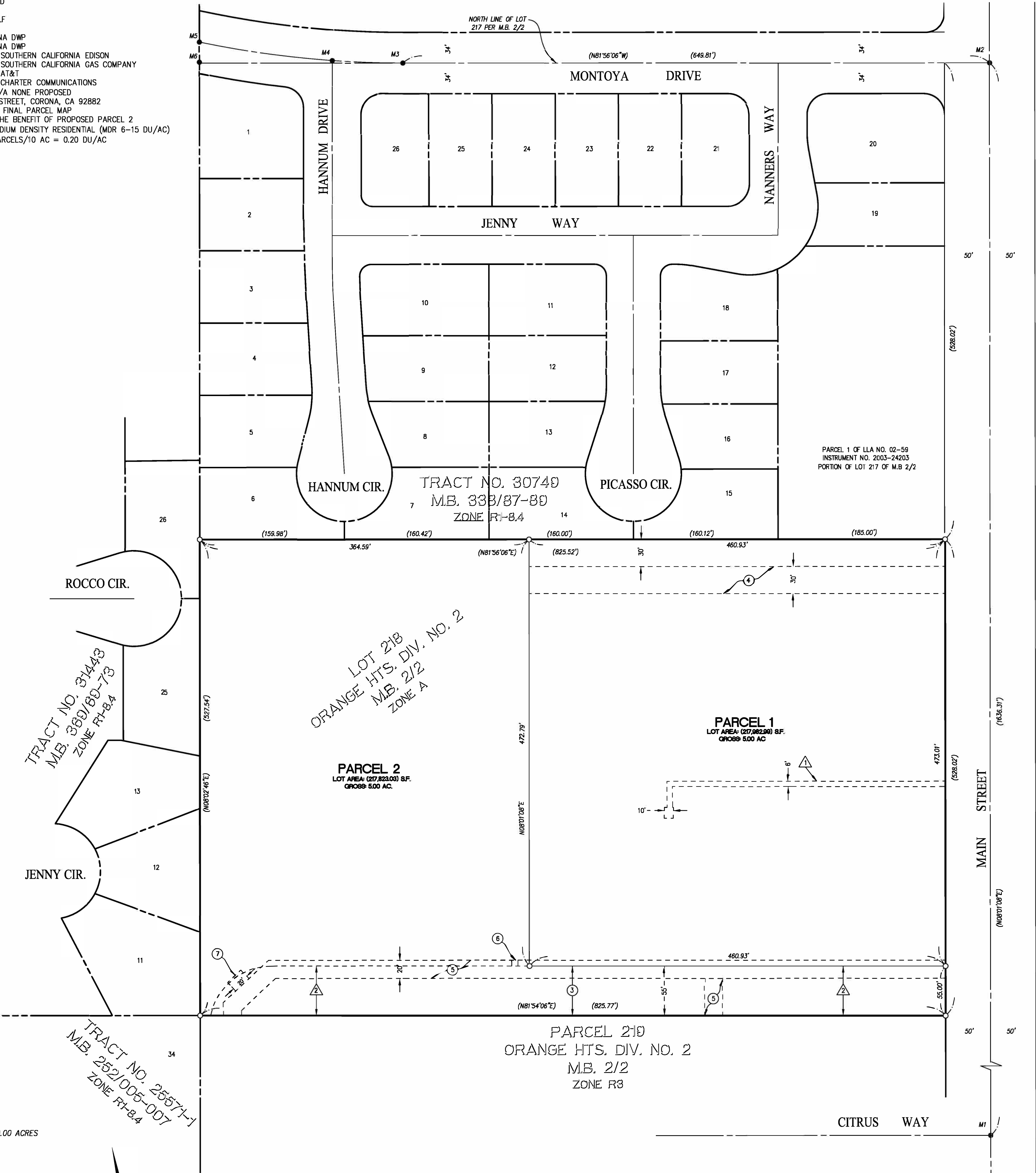
1. PREPARED AUGUST 2021
2. GROSS ACREAGE: 10.00
3. PARCEL SUMMARY

PARCEL NO	PROP. USE	ACREAGE	LOT WIDTH	LOT DEPTH
1	CHURCH	5.00 AC	473 FT	460.9 FT
2	AGRICULTURAL	5.00 AC	472.8 FT	364.6 FT
SUBTOTAL		10.00 AC		
VACATED AREA		0.000 AC		
TOTAL		10.00 AC		

4. EXISTING ASSESSORS PARCEL NUMBER: 113-310-005
5. EXISTING GENERAL PLAN DESIGNATION: MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
6. EXISTING LAND USE: EXISTING CHURCH AND AGRICULTURAL
7. PROPOSED LAND USE: PARCEL 1 CHURCH, PARCEL 2 AGRICULTURAL
8. SPECIFIC PLAN: NOT APPLICABLE
9. EXISTING ZONING: AGRICULTURE
10. PROPOSED ZONING: PARCEL 1, PARCEL 2 AGRICULTURE
11. PROPOSED NUMBER OF PARCELS: 2
12. ADJACENT LAND USE: ZONING/GENERAL PLAN DESIGNATION
13. CONSTRUCTION TYPE: NONE
14. ALL LOT LINES AND DIMENSIONS ARE APPROXIMATE.
15. STREET GRADES: N/A NO ONSITE STREETS PROPOSED
16. PROPOSES SLOPES: N/A NOT PROPOSED
17. SETBACKS: NONE PROPOSED
18. STREET FRONTAGE
19. UTILITY PROVIDERS:
  - WATER SERVICE: CORONA DWP
  - SEWER SERVICE: CORONA DWP
  - ELECTRICAL SERVICE: SOUTHERN CALIFORNIA EDISON
  - NATURAL GAS SERVICE: SOUTHERN CALIFORNIA GAS COMPANY
  - TELEPHONE SERVICE: AT&T
  - CABLE SERVICE: CHARTER COMMUNICATIONS
20. ESTIMATED EARTHWORK: N/A NONE PROPOSED
21. ADDRESS: 2550 S. MAIN STREET, CORONA, CA 92882
22. PROPOSED PHASING: ONE FINAL PARCEL MAP
23. SEWER PROPOSED: FOR THE BENEFIT OF PROPOSED PARCEL 2
24. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
25. PROPOSED DENSITY: 2 PARCELS/10 AC = 0.20 DU/AC



PRELIMINARY  
FOR EXAMINATION ONLY



LOT INFORMATION:

NUMBER OF LOTS: 2  
GROSS AREA: 10.00 ACRES

OWNER:

CORONA SEVENTH-DAY ADVENTIST CHURCH  
9709 MAGNOLIA AVENUE, P.O. BOX 7584  
RIVERSIDE, CA 92505

LAND SURVEYOR:

VANLEN CONSULTANTS, INC.  
5015 CANYON CREST DRIVE  
STE. 205 RIVERSIDE, CA 92507  
(951)213-6881

EASEMENT NOTES:

1. GRANT EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED APRIL 27, 1979 AS INSTRUMENT NO. 79-86012 OF OFFICIAL RECORDS.
2. AN EASEMENT FOR INGRESS, EGRESS, CONSTRUCTION AND MAINTENANCE OF SLOPES AND LATERAL SUPPORT AND THE INSTALLATION AND MAINTENANCE OF APPROPRIATE LANDSCAPING AND IRRIGATION SYSTEMS AND SURFACE WATER FLOW AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JUNE 21, 1983 AS INSTRUMENT NO. 83-123117 OF OFFICIAL RECORDS.
3. PROPOSED RESERVATION FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SHOWN HERON.
4. PROPOSED 30' PUBLIC UTILITY EASEMENT AS SHOWN HERON.
5. PROPOSED 20' WATERLINE EASEMENT FOR PUBLIC UTILITIES OVER THE EXISTING WATERLINE SERVICES AS SHOWN HERON.
6. PROPOSED WATER SERVICE FOR THE BENEFIT OF PARCEL 2 AS SHOWN HERON.
7. PROPOSED 20' X 13' WATER LINE EASEMENT FOR PUBLIC UTILITIES OVER THE EXISTING WATERLINE SERVICE AS SHOWN HERON.

MONUMENT DESCRIPTION:

1. 2" BRASS CAP IN WELL STAMPED RCE 22446, CL INTERSECTION PER R.S. 92/11-19, WELL CAN FLUSH WITH SURFACE.
2. 2" BRASS CAP MONUMENT DOWN 0.50', CL INTERSECTION PER TRACT 30749, M.B. 338/87-89
3. 1" IRON PIPE WITH PLASTIC PLUG ILLEG. ACCEPTED AS CL MONUMENT PER TRACT 30749, M.B. 338/87-89.
4. 1" IRON PIPE DOWN 0.05' WITH TAG STAMPED LS 7653, NO REF. ACCEPTED AS CL INTERSECTION OF MONTOYA DRIVE AND HANNUM DRIVE, PER TRACT 30749 M.B. 338/87-89
5. 1" IRON PIPE WITH PLASTIC PLUG, ILLEG., FLUSH, ACCEPTED AS THE CL OF MONTOYA DRIVE ON THE WESTERLY PROLONGATION OF THE WEST LINE OF LOT 217, PER M.B. 2/2 OF THE ORANGE HEIGHTS SUB DIVISION.
6. NAIL AND TAG IN TOP OF CURB, TAGGED L.S. 6810, 11.36' NORTH OF THE SOUTHERLY R/W OF MONTOYA DRIVE, PER TRACT 30749 M.B. 338/87-89.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS SHOWN ON THIS MAP IS THE CENTERLINE OF MAIN STREET, PER TRACT MAP NO. 30749, FILED IN BOOK 338 OF TRACT MAPS AS PAGES 87 THROUGH 89. BEING NORTH 08°01'08" EAST

SURVEYOR'S NOTES:

1. ( ) DENOTES RECORD DATA FROM TRACT MAP NO. 30749, FILED IN BOOK 338 OF TRACT MAPS, PAGES 87 THROUGH 89.
2. O INDICATES SET 1" O.D. X 18" GALV. IRON PIPE W/ TAG STAMPED PLS 8892
3. ● INDICATES MONUMENT FOUND PER TRACT MAP NO. 30749, FILED IN BOOK 338 OF TRACT MAPS, PAGES 87 THROUGH 89.

THIS PARCEL MAP CONSISTS OF 2 PARCELS.



Staff Report

File #: 21-0986

**PLANNING AND HOUSING COMMISSION  
STAFF REPORT**

DATE: 11/8/2021  
TO: Honorable Chair and Commissioners  
FROM: Planning & Development Department

**APPLICATION REQUEST:**

**PM 38183:** Parcel Map application to subdivide 10 acres into two parcels located at 2550 S. Main Street in the A (Agricultural) zone. (Applicant: Ken Puentez, Vanlen Consultants, Inc., 5015 Canyon Crest Drive, Riverside, CA 92507)

**RECOMMENDED ACTION:**

**That the Planning and Housing Commission** recommend APPROVAL of PM 38183 to the City Council, based on the findings contained in the staff report and subject to the conditions of approval.

**PROJECT SITE SUMMARY**

**Area of Property:** 10 acres  
**Existing Zoning:** A (Agricultural)  
**Existing General Plan:** MDR (Medium Density Residential, 6-15 du/ac)  
**Existing Land Use:** Church and Plant Nursery  
**Proposed Land Use:** Church and Plant Nursery  
**Surrounding Zoning/Land Uses:**  
**N:** R1-8.4 (Single Family, 8,400 square foot minimum lot size) zone / Single-family residences  
**E:** C-P (Professional and Office) zone / S. Main Street and Church  
**S:** R-3 (Multi-Family Residential) / Senior Apartments and an Assisted Living Facility  
**W:** R1-8.4 (Single Family, 8,400 square foot minimum lot size) zone / Single-family residences

**BACKGROUND**

Parcel Map 38183 is a request to subdivide 10 acres into two parcels. The subject site is located at 2550 S. Main Street (Exhibit 1). The purpose of the subdivision is to allow the property owner, Corona Seventh Day Adventist Church, to sell the undeveloped western portion of the property (Parcel 2 on Exhibit 2.A).

The western portion of the property is undeveloped and occupied by a plant nursery. The applicant has indicated that the nursery tenant will be vacating the property in the near future. The eastern portion of the property is currently developed with a church. The church was established under Conditional Use Permit (CUP) 78-11.

The project was preliminarily reviewed by staff on April 1, 2021 (DPR2021-0003). The applicant formally submitted the parcel map application on July 8, 2021. The application was reviewed by the Project and Environmental Review Committee on August 5, 2021. The application was determined incomplete; and staff provided the applicant a letter outlining missing items. The applicant subsequently submitted the missing information on August 8, 2021, and the application was deemed complete on October 14, 2021.

## **PROJECT DESCRIPTION**

The proposed parcel map is shown in Exhibit 2.A.

- Parcel 1 is proposed at five acres and is located on the eastern portion of the property. It currently contains the Corona Seventh Day Adventist Church, associated parking lot, and a driveway to Main Street.
- Parcel 2 is proposed at five acres and is located on the western portion of the property, behind Parcel 1. It contains a plant nursery and an internal drive aisle along the south property line, which provides a point of access to Main Street for both parcels.

The existing improvements on the property are shown in Exhibit 2.C.

The property is zoned A (Agricultural) and subject to the development standards of Corona Municipal Code (CMC) Chapter 17.06. Chapter 17.06 requires a minimum lot area of 5 acres for newly created lots within the Agricultural zone. In addition, a minimum lot width of 250 feet and lot depth of 300 feet are required. Parcels 1 and 2, as shown on PM 38183, are capable of meeting the minimum lot area, width and depth requirements prescribed by the code.

Furthermore, Parcel 2 is designed as a flag lot, which establishes additional requirements. Flag lots are required to be a minimum of 20,000 square feet in size, and have an access corridor from a street that is at least 80 feet in length and 25 feet in width. Parcel 2 is meeting these requirements. Table 1 below summarizes the proposed lots.

**TABLE 1**  
**Proposed Lot Sizes for PM 38183\***

<b>Parcel Number</b>	<b>Lot Area</b>	<b>Acreage</b>
1	217,983	5
2	217,823	5

\*Measurements from proposed map (Exhibit 2.A)

## **ACCESS, CIRCULATION AND PARKING**

Parcel 1 will have vehicular access from Main Street via an existing driveway located at the northeast corner of the property. Parcel 2 will have vehicular access from Main Street via an existing driveway

that is located at the southeast corner of the property. Both driveways will be shared between the parcels. The southeast driveway also provides reciprocal access to the adjacent development to the south.

Main Street is classified by the General Plan as a major arterial. The portion of Main Street adjacent to the project site is fully improved with roadway, curb and gutter, landscaped parkway, and sidewalk. No additional widening is needed for this portion of Main Street as the street is at its maximum arterial width.

### **ENVIRONMENTAL ANALYSIS:**

A Notice of Exemption has been prepared for the project pursuant to Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempted from CEQA when 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 "common sense" exemption). Parcel Map 38183 subdivides a single parcel into two parcels, which allows the owner to sell the western portion of the property. There is no development proposed with this project (Exhibit 4).

### **FINANCIAL IMPACT:**

The applicant paid the application processing fees to cover the cost of the parcel map review. There is no fiscal impact to the city.

### **PUBLIC NOTICE AND COMMENTS**

A 10-day public notice was mailed to all property owners within a 500-foot radius of the project site, as well as advertised in the Sentinel Weekly News and posted at the project site. As of the preparation of this report, the Planning and Development Department has not received any response from the public regarding the proposal.

### **STAFF ANALYSIS**

The church was constructed on the project site in 1978 under CUP78-11. The approved plans under the CUP show no plans for a second phase of development over the western portion of the property. The western portion has remained undeveloped and underutilized for 43 years, as the owner has no plans to expand the church. The subdivision proposed by PM 38183 would allow the owner to sell the western portion for future development. Future development of Parcel 2 with anything other than an agricultural use or a single-family dwelling will require the submittal of a development application, which will require review by the Planning and Housing Commission at a future date.

The parcels proposed by PM 38183 will comply with the development standards applicable to new lots within the Agricultural zone. The subdivision results in a density of 0.2 dwelling units per acre, which does not exceed the General Plan's maximum density of 15 dwelling units per acre (Medium-Density Residential). The parcels are provided with adequate vehicular access by two existing driveways on Main Street.

The project is consistent with General Plan Land Use Policy LU-4.4, which states:

*Proactively promote the adaptive re-use and infill of economically underutilized, obsolete, and*

*dilapidated commercial and industrial sites within existing urbanized areas, in consideration of the uses, scale, and character of adjoining uses.*

While there is no development proposed for Parcel 2 at this time, the subdivision proposed PM 38183 is consistent with the intent of Land Use Policy LU-4.4 because it provides an opportunity to develop the underutilized portion of the property in a manner that supports the City's growth.

The Planning Division recommends approval of PM 38183 based on the findings listed below, and staff's recommended conditions of approval attached as Exhibit 2.B.

### **FINDINGS OF APPROVAL FOR PM 38183**

1. The City of Corona has determined that this project is exempted from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State Guidelines, which states that a project is exempted from CEQA when 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 "common sense" exemption). Parcel Map 38183 subdivides a single parcel into two parcels, which allows the owner to sell the western portion of the property. No development is associated with the property at this time.
2. Pursuant to California Government Code Section 66411.1 this division of land necessitates the inclusion of Condition of Approval for the following reasons:
  - a. The guarantee of construction of missing improvements on Main Street adjacent to Parcel 2 is necessary for the public's safe access to and around the site.*
  - b. Each site must contribute to the improvements so that future development would not be detrimental to the public's health and safety.*
3. None of the conditions provided in Section 66474 of the California Government Code exist for the following reasons:
  - a. The subdivision proposed by PM 38183 results in a density of 0.2 dwelling units per acre, which does not exceed the General Plan's maximum allowable density limit of 15 dwelling units per acre for the Medium Density Residential designation.*
  - b. The design or improvement of the proposed subdivision is consistent with the development standards established for the Agricultural zone under CMC Chapter 17.06.*
  - c. Parcel 1 is physically capable of accommodating the existing church and associated parking lot, and has adequate access from Main Street. Parcel 2 is physical suitable for the types of uses that could potentially be developed on the property under the current Agricultural zone. Any future development on Parcel 2 would be reviewed separately for compliance with all applicable codes and requirements, including access requirements.*
  - d. The site is physically suitable for the proposed density of 0.2 dwelling units per acre, as the site is capable of yielding two lots that meet the subdivision standards required by the Corona Municipal Code.*
  - e. The design of the subdivision or the proposed improvements are not likely to cause*

*substantial environmental damage or substantially injure fish or wildlife or their habitat because PM 38183 does not propose any development to the site. Furthermore, the property is completely surrounded by urbanized development and has been disturbed by the activities associated with the existing church and plant nursery located on site.*

*f. The proposed subdivision will not result in adverse impact to public health, safety or general welfare because the project adheres to the development standards of the zone in which it is located promoting orderly development of the project site, and any missing improvements that are required to be constructed with the project will adhere to the applicable city standards, codes and requirements.*

*g. The design of the subdivision will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision because no such easements exist on the property, or the easements are being protected in place on the project site or relocated elsewhere on the property.*

4. Pursuant to California Government Code Section 66464.6, the discharge of waste from the proposed subdivision into existing community sewers would not result in violation of existing requirements presented by the Santa Ana Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code for the following reason:

*a. The proposal is a subdivision of property for the purpose of a land transfer, and does not include any development at this time. Therefore the amount of discharge to be produced by the proposal does not alter the existing site conditions, and would not exceed the limit established by the Santa Ana Regional Water Quality Control Board as monitored by the City of Corona's Utilities Department.*

5. The proposal is in conformance with the standards of the Agricultural zone for the following reasons:

*a. The applicant's parcel map meets the Agricultural zone development standards and other applicable code requirements under the Corona Municipal Code.*

**PREPARED BY:** RAFAEL TORRES, ASSISTANT PLANNER

**REVIEWED BY:** SANDRA YANG, SENIOR PLANNER

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

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

**EXHIBITS**

1. Locational and Zoning Map
- 2.A - Parcel Map 38183
- 2.B - Conditions of Approval
- 2.C - Plot Plan

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**File #:** 21-0986

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2.D - Applicant's letter dated June 26, 2021  
3 - Environmental Documentation

Case Planner: Rafael Torres (951) 736-2262

# AERIAL & LOCATIONAL MAP



PM 38183 (PM2021-0002)  
2550 S. MAIN STREET

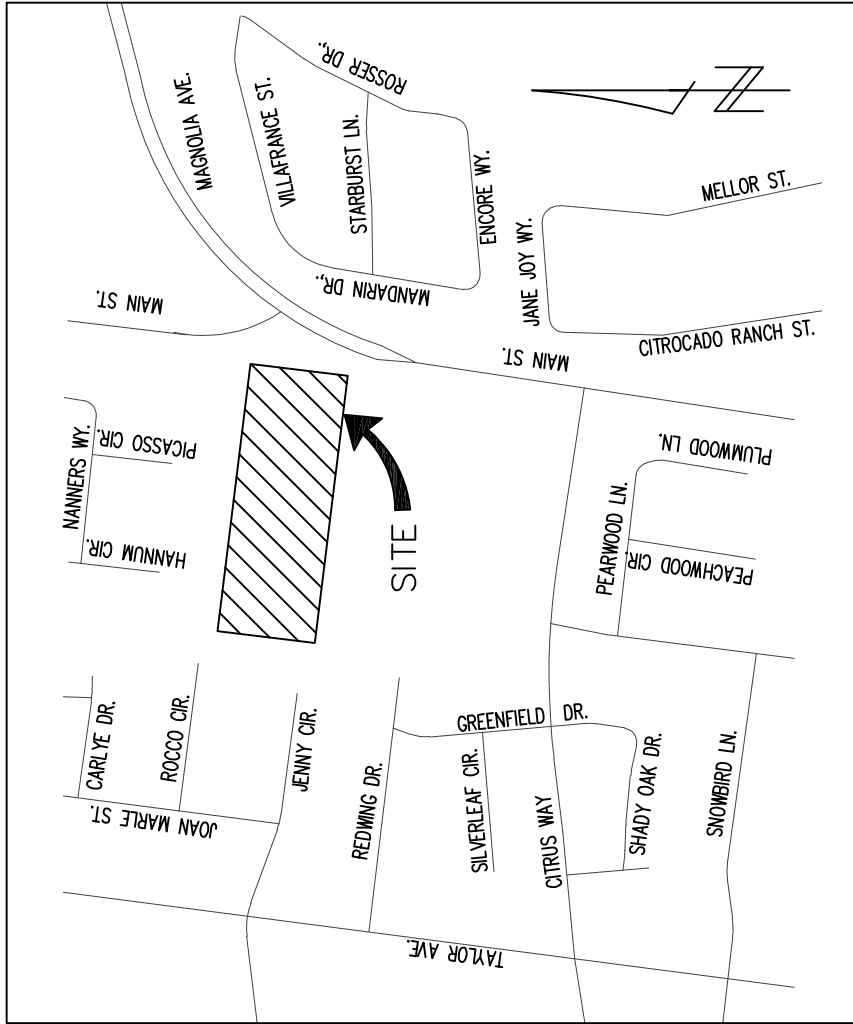


GENERAL NOTES:

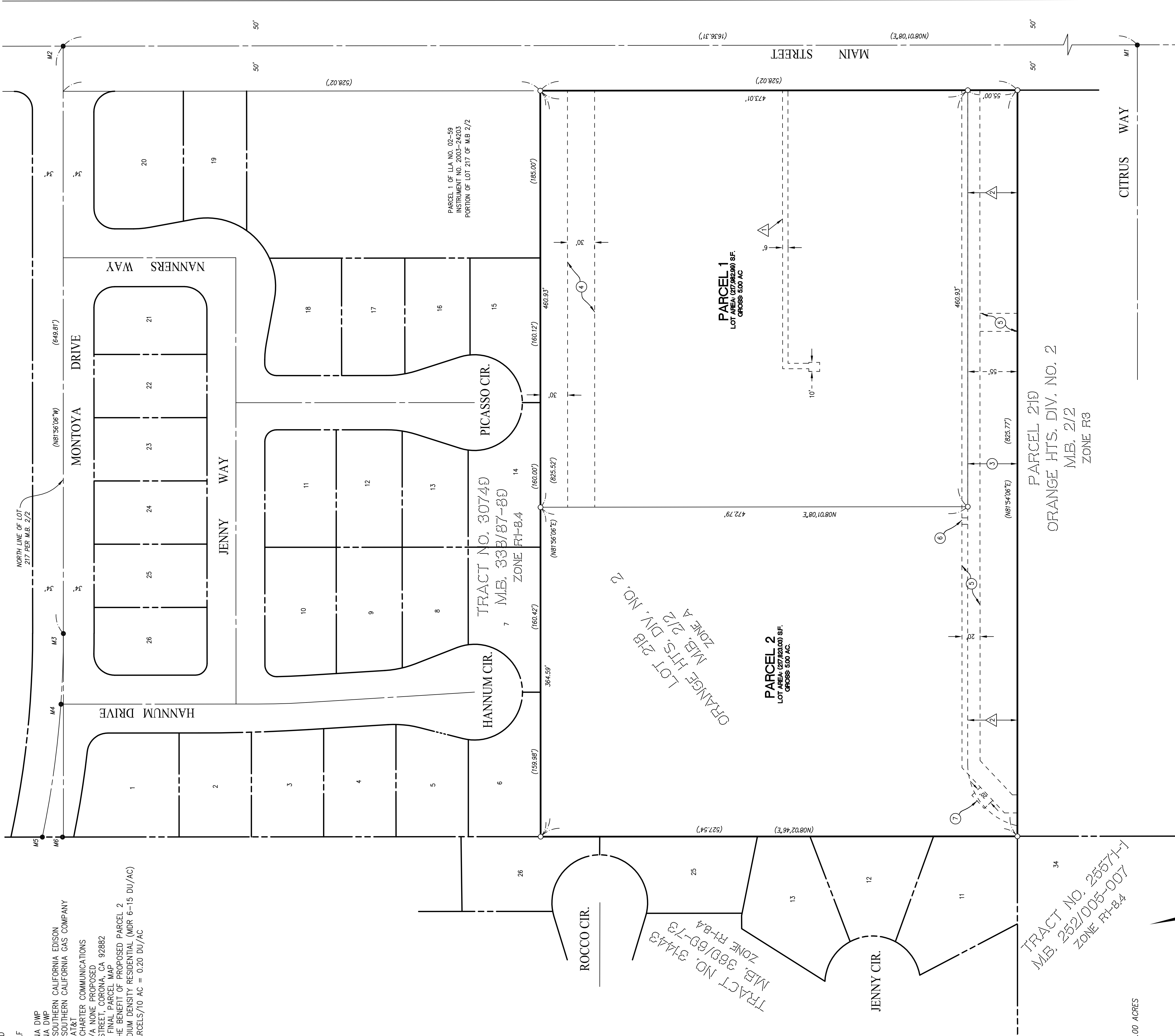
1. PREPARED AUGUST 2021
2. MAPS PREPARED BY: 10.00
3. PARCEL SUMMARY

PARCEL NO	PROP. USE	ACREAGE	LOT WIDTH	LOT DEPTH
1	CHURCH	5.00 AC	473 FT	460.9 FT
2	AGRICULTURAL	5.00 AC	472.8 FT	364.6 FT
SUBTOTAL		10.00 AC		
VACATED AREA		0.000 AC		
TOTAL		10.00 AC		

4. EXISTING ASSESSORS PARCEL NUMBER: 113-310-005
5. EXISTING GENERAL PLAN DESIGNATION: MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
6. EXISTING LAND USE: EXISTING CHURCH AND AGRICULTURAL
7. PROPOSED LAND USE: PARCEL 1 CHURCH, PARCEL 2 AGRICULTURAL
8. SPECIFIC PLAN: NOT APPLICABLE
9. PROPOSED ZONING: AGRICULTURE
10. PROPOSED ZONING: AGRICULTURE
11. PROPOSED NUMBER OF PARCELS: 2
12. ADJACENT LAND USE: ZONING/GENERAL PLAN DESIGNATION
13. NORTH: SINGLE FAMILY RESIDENTIAL ZONE: R1-8.4/GENERAL PLAN: SFR
14. SOUTH: SINGLE FAMILY RESIDENTIAL ZONE: R3/GENERAL PLAN: MFR
15. SINGLE FAMILY RESIDENTIAL ZONE: R1-8.4/GENERAL PLAN: SFR
16. SINGLE FAMILY RESIDENTIAL ZONE: R3/GENERAL PLAN: MFR
17. CONSTRUCTION TYPE: NONE
18. ALL LOT LINES AND DIMENSIONS ARE APPROXIMATE.
19. STREET GRADES: N/A NO ONSITE STREETS PROPOSED
20. PROPOSED SLOPES: N/A NO ONSITE STREETS PROPOSED
21. SETBACKS: NONE PROPOSED
22. MAIN STREET FRONTAGE: 528.02 LF
23. MAIN STREET: 528.02 LF
24. WATER SERVICES: CORONA DWP
25. SEWER SERVICE: CORONA DWP
26. ELECTRICAL SERVICE: SOUTHERN CALIFORNIA EDISON
27. NATURAL GAS SERVICE: SOUTHERN CALIFORNIA GAS COMPANY
28. TELEPHONE SERVICE: AT&T
29. CABLE SERVICE: CHARTER COMMUNICATIONS
30. ESTIMATED EARTHWORK: N/A NONE PROPOSED
31. ADDRESS: 2550 S. MAIN STREET, CORONA, CA 92882
32. ADDRESS: 2550 S. MAIN STREET, CORONA, CA 92882
33. ADDRESS: 2550 S. MAIN STREET, CORONA, CA 92882
34. SEWER PROPOSED FOR THE BENEFIT OF PROPOSED PARCEL 2
35. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
36. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
37. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
38. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
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70. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
71. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
72. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
73. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
74. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
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83. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
84. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
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90. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
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92. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
93. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
94. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
95. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
96. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
97. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
98. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
99. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)
100. DENSITY RANGE: MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)



PRELIMINARY  
FOR EXAMINATION ONLY



LOT INFORMATION:

NUMBER OF LOTS: 2  
GROSS AREA: 10.00 ACRES

OWNER:

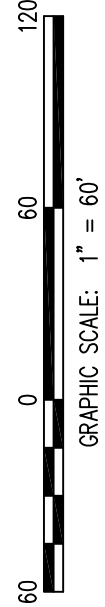
CORONA SEVENTH-DAY ADVENTIST CHURCH  
9709 MAGNOLIA AVENUE, P.O. BOX 7584  
RIVERSIDE, CA 92505

LAND SURVEYOR:

VANLEN CONSULTANTS, INC.  
5015 CANYON CREST DRIVE  
STE. 205 RIVERSIDE, CA 92507  
(951)213-6881

EASEMENT NOTES:

1. GRANT EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED APRIL 21, 1979 AS INSTRUMENT NO. 79-86012 OF OFFICIAL RECORDS.
2. AN EASEMENT FOR INGRESS, EGRESS, CONSTRUCTION AND MAINTENANCE OF SLOPES AND LATERAL SUPPORT AND THE INSTALLATION AND MAINTENANCE OF APPROPRIATE LANDSCAPING AND IRRIGATION SYSTEMS AND SURFACE WATER FLOW AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JUNE 21, 1983 AS INSTRUMENT NO. 83-123117 OF OFFICIAL RECORDS.
3. PROPOSED RESERVATION FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SHOWN HEREON.
4. PROPOSED 30' PUBLIC UTILITY EASEMENT AS SHOWN HEREON.
5. PROPOSED 20' WATERLINE EASEMENT FOR PUBLIC UTILITIES OVER THE EXISTING WATERLINE SERVICES AS SHOWN HEREON.
6. PROPOSED WATER SERVICE FOR THE BENEFIT OF PARCEL 2 AS SHOWN HEREON.
7. PROPOSED 20' X 13' WATER LINE EASEMENT FOR PUBLIC UTILITIES OVER THE EXISTING WATERLINE SERVICE AS SHOWN HEREON.



BASIS OF BEARINGS:

THE BASIS OF BEARINGS SHOWN ON THIS MAP IS THE  
GENERLINE OF MAIN STREET, PER TRACT MAP NO. 30749,  
FILED IN BOOK 338 OF TRACT MAPS, PAGES 87 THROUGH 89,  
BEING NORTH 08°01'08" EAST

SURVEYOR'S NOTES:

1. ( ) DENOTES RECORD DATA FROM TRACT MAP NO. 30749, FILED IN BOOK 338 OF TRACT MAPS, PAGES 87 THROUGH 89.
  2. O INDICATES SET 1" O.D. X 18" GALV. IRON PIPE W/ TAG STAMPED PLS 8802
  3. ● INDICATES MONUMENT FOUND PER TRACT MAP NO. 30749, FILED IN BOOK 338 OF TRACT MAPS, PAGES 87 THROUGH 89.
- THIS PARCEL MAP CONSISTS OF 2 PARCELS.



# Project Conditions

## City of Corona

**Project Number: PM2021-0002**

**Description: PM NO. 38183**

**Applied: 7/8/2021**

**Approved:**

**Site Address: 2550 S MAIN ST CORONA, CA 92507**

**Closed:**

**Expired:**

**Status: COMPLETE**

**Applicant: KEN PUENTEZ**

**Parent Project: DPR2021-0003**

**5015 CANYON CREST DR RIVERSIDE CA, 92507**

**Details: A Parcel Map application for the subdivision of a 10 acre lot into (2) parcels of 5 acres each. No development is proposed for this application at 2550 S. Main Street.**

LIST OF CONDITIONS	
DEPARTMENT	CONTACT
FIRE	Cindi Schmitz
1. No comments for the subdivision from the fire department	
PLANNING	
1. To the fullest extent permitted by law, the applicant shall defend, indemnify and hold the City of Corona and its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, in any manner arising out of, pertaining to, or incident to any attack against or attempt to challenge, set aside, void or annul any approval, decision or other action of the City of Corona, whether such approval, decision or other action was by its City Council, Planning and Housing Commission or other board, director, official, officer, employee, volunteer or agent. To the extent that Government Code Section 66474.9 applies, the City will promptly notify the applicant of any claim, action or proceeding made known to the City to which Government Code Section 66474.9 applies and the City will fully cooperate in the defense. The Applicant's obligations hereunder shall include, without limitation, the payment of any and all damages, consultant and expert fees, and attorney's fees and other related costs and expenses. The City shall have the right to retain such legal counsel as the City deems necessary and appropriate.	
2. Nothing herein shall be construed to require City to defend any attack against or attempt to challenge, set aside, void or annul any such City approval, decision or other action. If at any time Applicant chooses not to defend (or continue to defend) any attack against or attempt to challenge, set aside, void or annul any such City approval, decision or other action, the City may choose, in its sole discretion, to defend or not defend any such action. In the event that the City decides not to defend or continue the defense, Applicant shall be obligated to reimburse City for any and all costs, fees, penalties or damages associated with dismissing the action or proceeding. If at any time both the Applicant and the City choose not to defend (or continue to defend) any action noted herein, all subject City approvals, decisions or other actions shall be null and void. The Applicant shall be required to enter into any reimbursement agreement deemed necessary by the City to effectuate the terms of this condition.	
3. The project shall comply with all applicable requirements of the Corona Municipal Code (CMC) and ordinances and the relevant Specific Plan, if any, including the payment of all required fees	
4. All future development for Parcel 2 shall be subject to Riverside County's MSHCP (Multi-Species Habitat Conservation Plan) fee at the applicable rate. This fee is payable at the time of building permit issuance .	
5. Each parcel of PM 38183 shall be no smaller than five (5) acres parcels prior to the final approval and recordation of the map.	



# Project Conditions

## City of Corona

PUBLIC WORKS	Noe Herrera
	<ol style="list-style-type: none"> <li>1. The Public Works Department, Utilities Department, and Planning and Development Department Conditions of Approval for the subject application shall be completed at no cost to any government agency. All questions regarding the intent of the conditions shall be referred to Development Services in the Planning and Development Department. Should a conflict arise between City of Corona standards and design criteria and any other standards and design criteria, City of Corona standards and design criteria shall prevail.</li> <li>2. The developer shall comply with the State of California Subdivision Map Act and all applicable City ordinances and resolutions.</li> <li>3. Prior to recordation or issuance of grading permit, the applicant shall demonstrate to the satisfaction of the Public Works Director that the proposed subdivision will not unreasonably interfere with the use of any easement holder of the property.</li> <li>4. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.</li> <li>5. The submitted parcel map shall correctly show all existing easements, traveled ways, and drainage courses. Any omission or misrepresentation of these documents may require said parcel map to be resubmitted for further consideration.</li> <li>6. All conditions of approval shall be satisfied and the parcel map prepared and accepted by the City for recordation within 24 months of its approval, unless an extension is granted by the City Council.</li> <li>7. In the event that off-site right-of-way or easements are required for the City of Corona master plan facilities to comply with these conditions of approval, the developer is required to secure such right-of-way or easements at no cost to the City.</li> <li>8. All existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Corona ordinances.</li> <li>9. Prior to issuance of a Certificate of Occupancy, the developer shall cause the engineer of record to submit project base line work for all layers in AutoCAD DXF format on Compact Disc (CD) to the Public Works Department. If the required files are unavailable, the developer shall pay a scanning fee to cover the cost of scanning the as-built plans.</li> <li>10. The developer shall monitor, supervise and control all construction and construction related activities to prevent them from causing a public nuisance including, but not limited to, insuring strict adherence to the following: <ol style="list-style-type: none"> <li>(a) Removal of dirt, debris or other construction material deposited on any public street no later than the end of each working day.</li> <li>(b) Construction operations, including building related activities and deliveries, shall be restricted to Monday through Saturday from 7:00 a.m. to 8:00 p.m., excluding holidays, and from 10:00 a.m. to 6:00 p.m. on Sundays and holidays, in accordance with City Municipal Code 15.04.060, unless otherwise extended or shortened by the Public Works Director or Building Official.</li> <li>(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.</li> </ol> <p>Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code. In addition, the Public Works Director or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.</p> </li> <li>11. Prior to Map Recordation, the developer shall finish the construction or post security guaranteeing the construction of all public improvements. Said improvements shall include, but are not limited to, the following: <ol style="list-style-type: none"> <li>a) Street Paving as required by these Conditions of Approval.</li> <li>b) All under grounding of overhead utilities across the frontage of the parcel map boundary, except for cables greater than 32k volts.</li> </ol> </li> <li>12. The developer or their successor shall complete the undergrounding of the overhead wires and paving prior to issuance of a Certificate of Occupancy for Parcel 2.</li> <li>13. Prior to map recordation, the developer shall ensure that a property owner's association, or an alternative means of management approved by the Planning and Development Director, is established for the purpose of maintaining all private streets, common areas, and shared private utilities. The documents, including any necessary Covenants, Conditions and Restrictions (CC&amp;R's), shall be subject to the review and approval and shall be recorded concurrently.</li> <li>14. All the grading design criteria shall be per City of Corona standards, Corona Municipal Code Title 15 Chapter 15.36 and City Council Ordinance Number 2568, unless otherwise approved by the Public Works Director.</li> </ol>



# Project Conditions

## City of Corona

PUBLIC WORKS	Noe Herrera
	<ol style="list-style-type: none"> <li>15. Prior to issuance of any grading permit for Parcel 2, the developer shall submit an Environmental Phase I and limited Phase II study. Any environmental Phase I and limited Phase II findings and recommended actions to remove contamination resulting from previous use of the subject site shall be implemented.</li> <li>16. All City of Corona NPDES permit requirements for NPDES and Water Quality Management Plans (WQMP) shall be met per Corona Municipal Code Title 13 Chapter 13.27 and City Council Ordinance Numbers 2291 and 2828 unless otherwise approved by the Public Works Director.</li> <li>17. Prior to the issuance of a grading permit for Parcel 2, if the project requires a Water Quality Management Plan (WQMP) as determined by the Santa Ana Regional Water Board Applicability Checklist, a Final WQMP shall be submitted to Development Services for approval. Upon its final approval, the applicant shall submit two physical copies and a digital copy on a CD-ROM in PDF format.</li> <li>18. Prior to the issuance of a Certificate of Occupancy for Parcel 2, when applicable, the applicant shall record Covenants, Conditions and Restrictions (CC&amp;R's) or enter into an acceptable maintenance agreement with the City to inform future property owners to implement the approved WQMP.</li> <li>19. Prior to issuance of the first Certificate of Occupancy for Parcel 2, when applicable, the applicant shall provide proof of notification to the future homeowners and/or occupants of all non-structural BMPs and educational and training requirements for said BMPs as directed in the approved WQMP.</li> <li>20. Prior to issuance of Certificate of Occupancy for Parcel 2, when applicable, the applicant shall ensure all structural post construction BMPs identified in the approved project specific Final WQMP are constructed and operational.</li> <li>21. All the drainage design criteria shall be per City of Corona standards and the Riverside County Flood Control and Water Conservation District standards unless otherwise approved by the Public Works Director.</li> <li>22. Prior to approval of any grading or improvement plans for Parcel 2, the applicant shall submit a detailed hydrology study. Said study shall include the existing, interim and the ultimate proposed hydrologic conditions including key elevations, drainage patterns and proposed locations and sizes of all existing and proposed drainage devices. The hydrology study shall present a full breakdown of all the runoff generated on- and off-site.</li> <li>23. Prior to approval of grading and improvement plans for Parcel 2, the plans submitted by the applicant shall address the following: The project drainage design shall be designed to accept and properly convey all on- and off-site drainage flowing on or through the site. The project drainage system design shall protect downstream properties from any damage caused by alteration of drainage patterns such as concentration or diversion of flow. Onsite drainage shall be conveyed into an approved downstream public drainage facility or diverted through under-sidewalk parkway drains, as approved by the City Engineer.</li> <li>24. Street design criteria and cross sections shall be per City of Corona standards, approved Specific Plan design guidelines and the State of California Department of Transportation Highway Design Manual unless otherwise approved by the Public Works Director.</li> <li>25. Prior to map recordation the applicant shall rededicate to the City the required street rights-of-way on Main Street to the centerline of the street, unless it is determined that the land is held in fee by the City or another entity. All dedications shall be free of all encumbrances and approved by the Public Works Director.</li> <li>26. Prior to Map Recordation, the developer shall guarantee the improvement of Main Street from curb to centerline across the Parcel Map frontage and within the intersection of Main Street and Magnolia Avenue, unless otherwise approved by the Public Works Director. At the discretion of the applicant, the existing pavement may be cored to confirm adequate section and R values during the design process and any findings shall be incorporated into the project design. Therefore improvements may include full pavement reconstruction, grind and overlay, or slurry seal. All striping shall be replaced in kind. The pavement improvements shall not be completed, or security released, until all underground improvements for Parcel 2 have been constructed within Main Street.</li> <li>27. Prior to release of public improvement security, the developer shall cause the civil engineer of record for any approved improvement plans to submit a set of as-built plans for review and approval by Development Services.</li> <li>28. Prior to acceptance of improvements for Parcel 2, the Public Works Director may determine that aggregate slurry, as defined in the Standard Specifications for Public Works Construction, may be required one year after acceptance of street(s) by the City if the condition of the street(s) warrant its application. All striping shall be replaced in kind. The applicant is the sole responsible party for the maintenance of all the improvements until said acceptance takes place.</li> </ol>



# Project Conditions

## City of Corona

PUBLIC WORKS	Noe Herrera
<p>29. Prior to Map Recordation, the applicant shall provide all of the necessary documents and fees needed to annex this project into a City of Corona Community Facilities District (CFD) 2016-3 (Maintenance Services). All assessable parcels therein shall be subject to annual CFD charges (special taxes or assessments). The developer shall be responsible for all costs incurred during annexation into the CFDs.</p> <p>30. If the proposed project for Parcel 2 consists of a residential development, the applicant shall provide all of the necessary documents and fees needed to annex this project into a City of Corona Community Facilities District (CFD) 2016-1 prior to building permit issuance. All assessable parcels therein shall be subject to annual CFD charges (special taxes or assessments). The developer shall be responsible for all costs incurred during annexation into the CFDs.</p> <p>31. Prior to Map Recordation the applicant shall prepare a disclosure statement indicating that the property is subject to shared facilities maintenance (e.g. CC&amp;Rs), within a Community Facilities District and/or Landscape Maintenance District, and will be subject to an annual levy. The disclosure statement is subject to the review and approval and shall be recorded concurrently with the map.</p> <p>32. Prior to the issuance of a Certificate of Occupancy for Parcel 2, any damage to existing landscape easement areas due to project construction shall be repaired or replaced by the developer, or developer's successors in interest, at no cost to the City of Corona.</p> <p>33. Prior to map recordation, issuance of a building permit and/or issuance of a Certificate of Occupancy, the applicant shall pay all required development fees, including but not limited to Development Impact Fees (DIF) per City Municipal Code 16.23, Transportation Uniform Mitigation Fees (TUMF) per City Municipal Code 16.21, and Multiple Species Habitat Conservation Plan (MSHCP) mitigation fees per City Municipal Code 16.33. Said fees shall be collected at the rate in effect at the time of fee collection as specified by the current City Council fee resolutions and ordinances.</p> <p>34. All the potable water, reclaimed water, and sewer design criteria shall be per City of Corona Utilities Department standards and Riverside County Department of Health Services Standards unless otherwise approved by the Public Works and Utilities Department Directors.</p> <p>35. Prior to approval of improvement plans for Parcel 2, when applicable, the applicant shall submit detailed potable water and sewer studies, prepared by a registered civil engineer, which shall be submitted to Development Services for review and approval. The study shall analyze the existing and proposed sewer and water facilities. Results of the system analysis may require special construction for the potable water, reclaimed water and sewer systems, such as upsizing downstream sewer lines, installing pressure regulators, booster pumps, special material for pipeline construction, backwater valves and construction of other appurtenances as necessary to serve the proposed development. Effects of the proposed development, engineering analysis and special construction requirements shall be submitted for review and approval by Development Services and the Utilities Department.</p> <p>36. Prior to building permit issuance for Parcel 2, the applicant shall construct or guarantee the construction of all required public improvements which may include but are not limited to, the potable water line, sewer line, potable water services, sewer laterals, double detector check assemblies and reduced pressure principle assemblies within the public right of way and-or easements.</p> <p>37. Prior to map recordation, the applicant shall dedicate easements for all public water, reclaimed water, and sewer facilities needed to serve the project in accordance the Utilities Department standards and to the satisfaction of the City Engineer. The minimum easement width shall be 20 feet for one utility and 30 feet for more than one public utility facility. All public water and sewer facilities shall be provided a minimum 20 foot wide paved access road unless otherwise approved by the Utilities Department General Manager. Structures and trees shall not be constructed or installed within a public utility easement.</p> <p>The utility easement shown as easement 4 on the parcel map shall be revised or an additional water easement shall be provided with sufficient area to include the existing fire hydrant and water meter, as approved by the City Engineer.</p> <p>The water easement shown as easement 5 on the parcel map shall be revised to provided sufficient area for the existing fire hydrant, as approved by the City Engineer.</p> <p>Easements 6 and 7 shall be removed before the map is recorded unless otherwise approved by the City Engineer.</p>	

DATE PREPARED:

AUGUST-2021

OWNER/APPLICANT

CORONA SEVENTH-DAY ADVENTIST CHURCH  
9709 MAGNOLIA AVENUE, P.O. BOX 7584 RIVERSIDE,  
CA 92505  
PHONE: (951) 737-5953

LAND SURVEYOR

VANLEN CONSULTANTS  
5015 CANYON CREST DRIVE SUITE. 205  
RIVERSIDE, CA 92507  
PHONE: (951) 213-6881  
PROJECT MANAGER: NEAL J. MCPHERSON P.L.S.

ASSESSOR'S PARCEL NUMBER

APN:113-310-005

ZONING

EXISTING: A-AGRICULTURAL  
PROPOSED: NO CHANGE

GENERAL PLAN DESIGNATION

MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)

LAND USE

EXISTING PARCEL 1: CHURCH  
AGRICULTURAL

PROPOSED PARCEL 1: CHURCH  
PROPOSED PARCEL 2: AGRICULTURAL

PROPERTY ACREAGE

10.00 AC.

DENSITY RANGE

MDR-MEDIUM DENSITY RESIDENTIAL (MDR 6-15 DU/AC)

PROPOSED DENSITY

2 PARCELS/10 AC = 0.20 DU/AC

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 218 AS SHOWN BY AMENDED MAP OF ORANGE HEIGHTS DIVISION  
#2, PER MAP RECORDED IN BOOK 2 PAGE 2 OF MAPS, RIVERSIDE  
COUNTY RECORDS.

EXISTING EASEMENTS

GRANT EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR PUBLIC  
UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT  
RECORDED APRIL 27, 1979 AS INSTRUMENT NO. 79-86012 OF  
OFFICIAL RECORDS.

AN EASEMENT FOR INGRESS AND EGRESS AND CONSTRUCTION  
AND MAINTENANCE OF SLOPES AND LATERAL SUPPORT AND THE  
INSTALLATION AND MAINTENANCE OF APPROPRIATE LANDSCAPING  
AND IRRIGATION SYSTEM AND SURFACE WATER FLOW AND  
INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JUNE 21,  
1983 AS INSTRUMENT NO.83-123117 OF OFFICIAL RECORDS

UTILITIES AND SERVICES

	AGENCY	PHONE NO.
ELECTRIC:	SOUTHERN CALIFORNIA EDISON	(909) 930-8591
PHONE:	A1&T	(866) 243-6122
GAS:	SOUTHERN CALIFORNIA GAS COMPANY	(909) 335-7733
CABLE:	CHARTER COMMUNICATIONS	(951) 547-3530
FIBER OPTIC:	CROWN CASTLE NG WEST	(626) 320-0996
WATER & SEWER	CITY OF CORONA	(951) 736-2321

PARCEL INFORMATION

PARCEL NO	PROP. USE	ACREAGE	LOT WIDTH	LOT DEPTH
1	CHURCH	5 AC	473 FT	460.9 FT
2	AGRICULTURAL	5 AC	472.8 FT	364.6 FT
SUB TOTAL		10 AC		
VACATED AREA		0 AC		
TOTAL		10 AC		

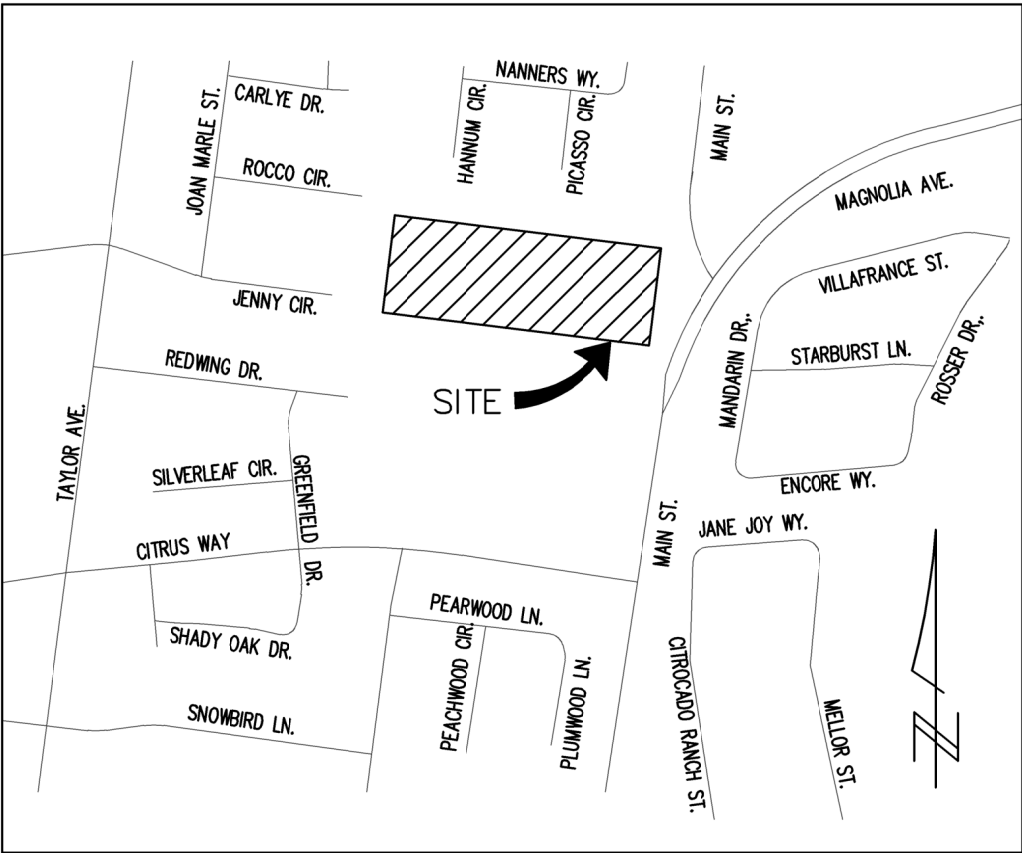
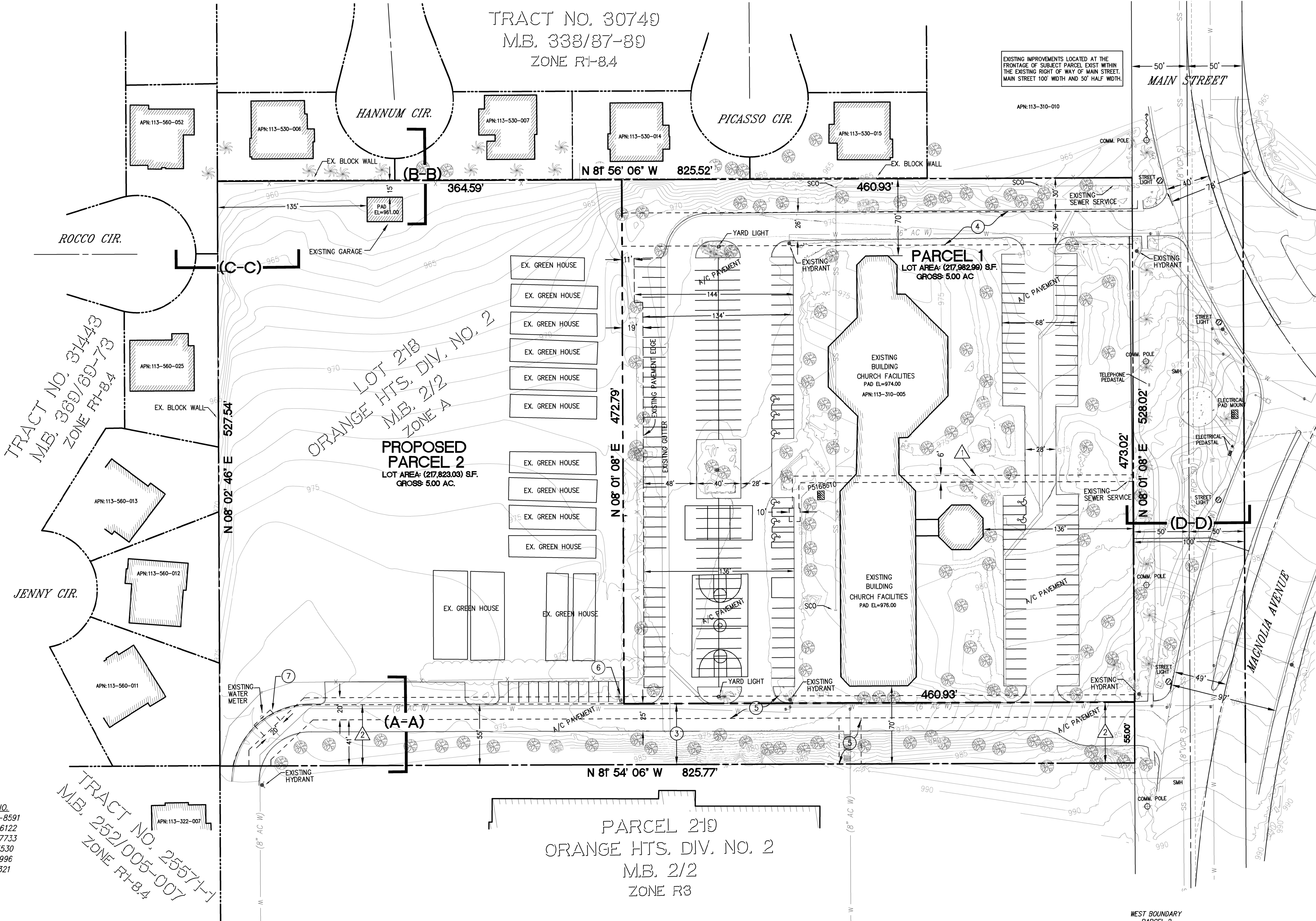
SITE ADDRESS

2550 SOUTH MAIN STREET  
CORONA, CALIFORNIA 92882-5902

IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PLOT PLAN PARCEL MAP NO. 38183

BEING A SUBDIVISION OF PARCEL 218 AS SHOWN BY AMENDED MAP OF ORANGE HEIGHTS DIVISION NO. 2 PER MAP  
RECORDED IN BOOK 2 PAGE 2 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



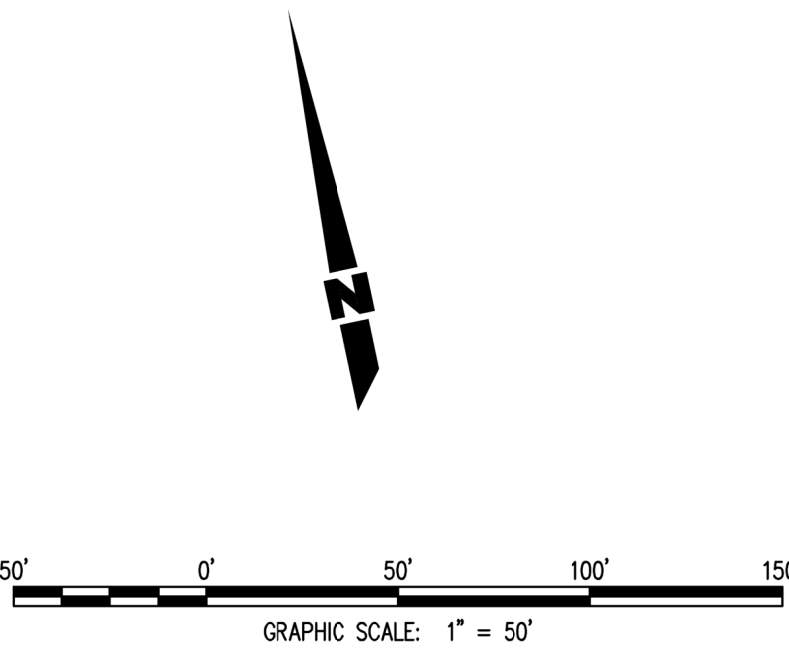
VICINITY MAP  
N.T.S.

LEGEND

- TPM BOUNDARY
- CENTERLINE
- RIGHT OF WAY
- PROPOSED PARCEL LINE
- EXISTING EASEMENT
- EXISTING LOT LINES

NOTE

- PROPOSED RESERVATION FOR INGRESS, EGRESS FOR THE  
BENEFIT OF PARCEL 1 AS SHOWN HEREON
- PROPOSED 30' PUBLIC UTILITY EASEMENT.
- PROPOSED 20' WATERLINE EASEMENT FOR PUBLIC UTILITIES OVER  
THE EXISTING WATERLINE SERVICES AS SHOWN HEREON.
- PROPOSED WATER SERVICE FOR THE BENEFIT OF PARCEL 2.
- PROPOSED 20' X 13' WATERLINE EASEMENT FOR PUBLIC UTILITIES  
OVER THE EXISTING WATERLINE SERVICE AS SHOWN HEREON.



**VANLEN CONSULTANTS**  
GEOMATICS • CIVIL DESIGN • PLANNING

5015 CANYON CREST DRIVE  
RIVERSIDE, CA 92507  
SUITE 205  
PH. (951) 213-6881

ELEVATIONS ARE BASED UPON  
CITY OF CORONA BENCHMARK  
C-137. 2 1/2" BRASS DISK  
LOCATED AT N.E. CURB RETURN  
AT MAIN ST. AND CHASE DR.  
(1049.465')

M.B. 2/2, WATER, SEWER AND STORM  
DRAIN ATLAS K21 & K22

Reference Plans for  
these Improvements

Date	By	REVISIONS
03/21	KP	SUBMITTAL TO CITY 1ST MAP CHECK
05/21	KP	CORRECTIONS PER DPR REVIEW
08/21	KP	CORRECTIONS PER DPR REVIEW

NM

NM

NM

App'd

TOPOGRAPHIC MAPPING PREPARED BY VANLEN  
CONSULTANTS. BASED UPON A FIELD SURVEY  
CONDUCTED ON 10/30/2020

Scale: 1" = 50'

Engineering \_\_\_\_\_  
Planning \_\_\_\_\_  
DPR 2021-0003

Approved \_\_\_\_\_

CITY OF CORONA  
PLOT PLAN PARCEL MAP NO.38183  
2550 SOUTH MAIN STREET

Drawing No.  
0172020-3

Sht 1 of 1

**June 26, 2021**

**City of Corona**

**Attn: Community Development Department,  
DPR2021-0003**

**Subject Property: 2550 S. Main St. Corona CA, 92882 (Parcel Map Application)**

On Behalf of our client the Corona Seventh-Day Adventist Church, this document shall provide information to the City of Corona regarding Municipal Code Section 16.12.060

**(A) Subdivision development plan;**

The proposed Subdivision of the subject parcel does not propose to develop or improve areas of the site at this time.

**(B) Source, quality and estimate of available quantity of domestic water supply;**

The subject property is currently serviced with domestic water supplies. The Church is serviced by a 6" ACP located at the north drive access. The 6" ACP waterline connects to a 10" ACP at Main Street as Shown on City of Corona water Atlas page (K21). An additional service has also been identified along the existing 8" ACP installed in the year 1983 as shown on water Atlas page (K22). The existing meter was placed to service the rear portion of the subject property and is located approximately 20' northwesterly of hydrant number 1308.

**(C) Type of street improvements and utilities which the subdivider proposes to install;**

The proposed Subdivision of the subject property does not propose to develop any offsite improvements at this time.

**(D) Proposed method of sewage disposal;**

There are currently no proposed design plans for sewage disposal. The parcel map does reserve a proposed easement for the benefit of parcel 2 for sewer services. The proposed easement is 20' in width and is proposed along the north property line of the subject parcel.

**(E) Proposed storm drains, including grade and size;**

The proposed Subdivision of the subject property does not propose to develop or improve areas of the site at this time.

**(F) Protective covenants to be recorded;**

There are no proposed covenants for this subdivision.

**(G) Any proposed phasing.**

There is no proposed phasing for this subdivision.

Ken Puentez

Principal Project Manager

**VANLEN CONSULTANTS**

E-mail: [Kenp@vanlenco.com](mailto:Kenp@vanlenco.com)

**EXHIBIT 2.D**



## CITY OF CORONA

### PRELIMINARY EXEMPTION ASSESSMENT

(Certificate of Determination When attached to Notice of Exemption)

**Name, Description and Location of Project:** PM 38183

A parcel map application for the subdivision of 10 acres into two parcels located at 2550 S. Main Street. (APN: 113-310-005).

**Entity or Person Undertaking Project:**

☐ A. Public Agency:

☒ B. Other (private):

Name: Ken Puentez of Vanlen Consultants, Inc.  
Address: 5015 Canyon Crest Drive, Riverside, CA 92507  
Telephone No.: (951) 970-1127

**Staff Determination:**

The City's staff, having undertaken and completed a preliminary review of this project in accordance with the City's Resolution entitled "Local Guidelines of the City of Corona Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:

- ☐ A. The proposed action does not constitute a project under CEQA.  
☐ B. The project is a Ministerial Project.  
☐ C. The project is an Emergency Project.  
☐ D. The project constitutes a feasibility or planning study.  
☒ E. The project is categorically exempt: **Per Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA), a project is exempted from CEQA when 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 "common sense" exemption). Parcel Map 38183 subdivides a single parcel into two parcels, which allows the owner to sell the western portion of the property. There is no development proposed with this project.**  
☐ F. The project is a statutory exemption. Code section number:  
☐ G. The project is otherwise exempt on the following basis:  
☐ H. The project involves another public agency, which constitutes the lead agency. Name of Lead Agency:

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

\_\_\_\_\_  
Rafael Torres, Assistant Planner  
Lead Agency Representative



## NOTICE OF EXEMPTION

TO: CLERK OF THE BOARD OF  
SUPERVISORS COUNTY OF RIVERSIDE

FROM: CITY OF CORONA  
COMMUNITY DEVELOPMENT DEPARTMENT  
400 S. VICENTIA AVE, SUITE 120  
CORONA, CA 92882

1. Project title: PM 38183
2. Project location (specific): 2550 S. Main Street (APN: 113-310-005).
3.
  - a. Project location - City of Corona
  - b. Project location - County of Riverside
4. Description of nature, purpose and beneficiaries of project:  
  
A parcel map application for the subdivision of 10 acres into two parcels located at 2550 S. Main Street.
5. Name of public agency approving project: **City of Corona**
6. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity: **Ken Puentez of Vanlen Consultants, Inc., 5015 Canyon Crest Drive, Riverside, CA 92507.**
7. Exempt Status (check one):
  - a. ☐ Ministerial Project
  - b. ☐ Not a project
  - c. ☐ Emergency project
  - d. ☒ Categorical Exemption. State type and class number: **Section 15061(b)(3) (Common Sense Exemption).**
  - e. ☐ Declared Emergency
  - f. ☐ Statutory Exemption. State code section number:
  - g. ☐ Other: Explain:
8. Reasons why the project is exempt:  
  
Per Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA), a project is exempted from CEQA when 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 "common sense" exemption). Parcel Map 38183 subdivides a single parcel into two parcels, which allows the owner to sell the western portion of the property. There is no development proposed with this project.
9. Contact Person/Telephone No.: Rafael Torres, Assistant Planner (951) 739-4973
10. Attach Preliminary Exemption Assessment (Form "A") before filing.

Date received for filing: \_\_\_\_\_

Signature: \_\_\_\_\_  
Rafael Torres, Assistant Planner  
Lead Agency Representative

# City of Corona

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

## Planning and Housing Commission Minutes - Draft

**Monday, November 8, 2021**

**Council Chambers**



**Craig Siqueland, Chair**  
**Karen Alexander, Vice Chair**  
**Diana Meza, Commissioner**  
**Bridget Sherman, Commissioner**  
**Matt Woody, Commissioner**

## ROLLCALL

**Present** 5 - Vice Chair Karen Alexander, Chair Craig Siqueland, Commissioner Diana Meza, Commissioner Bridget Sherman, and Commissioner Matt Woody

## CALL TO ORDER

Chair Siqueland called the meeting to order.

## PLEDGE OF ALLEGIANCE

Vice Chair Alexander led the Pledge of Allegiance.

## COMMUNICATIONS FROM THE PUBLIC

None.

## MEETING MINUTES

**These minutes were approved.**

1. [21-1029](#) Approval of minutes for the Planning and Housing Commission Study Session meeting of September 20, 2021.

**Attachments:** [09202021 - Planning and Housing Commission Study Session minutes - DRAFT](#)

**A motion was made by Vice Chair Alexander, seconded by Commissioner Sherman, that these Minutes be approved. The motion carried by the following vote:**

**Aye:** 5 - Vice Chair Alexander, Chair Siqueland, Commissioner Meza, Commissioner Sherman, and Commissioner Woody

2. [21-0962](#) Approval of minutes for the Planning and Housing Commission meeting of October 11, 2021.

**Attachments:** [10112021 - Planning and Housing Commission minutes - DRAFT](#)

**A motion was made by Vice Chair Alexander, seconded by Commissioner Sherman, that these Minutes be approved. The motion carried by the following vote:**

**Aye:** 4 - Vice Chair Alexander, Commissioner Meza, Commissioner Sherman, and Commissioner Woody

**Abstain:** 1 - Chair Siqueland

## CONSENT ITEMS

None.

## PUBLIC HEARINGS

3. [21-0986](#) PM 38183: Parcel Map application to subdivide 10 acres into two parcels located at 2550 S. Main Street in the A (Agricultural) zone. (Applicant:

Ken Puentez, Vanlen Consultants, Inc.)

**Attachments:** [Staff Report](#)

[Exhibit 1 - Locational and Zoning Map](#)

[Exhibit 2.A - Parcel Map 38183](#)

[Exhibit 2.B - Conditions of Approval](#)

[Exhibit 2.C - Plot Plan](#)

[Exhibit 2.D - Applicant's Letter dated June 26, 2021](#)

[Exhibit 3 - Environmental Documentation](#)

[PM 38183 Power Point Presentation](#)

Rafael Torres, Assistant Planner, reviewed the staff report and exhibits for PM 38183. Discussion ensued with City staff and the Commissioners regarding the meaning of the term flag lot, access of the new flag lot along the south of the church parcel, access from the Church's north and south access drives, easement on the south portion of the parcel, potential sale of parcel #2 and possible future use. Commissioner Woody inquired about General Plan policies.

**A motion was made by Vice Chair Alexander, seconded by Commissioner Meza, that the Planning and Housing Commission recommend approval of PM 38183 to the City Council, based on the findings contained in the staff report and subject to the conditions of approval. The motion carried by the following vote:**

**Aye:** 4 - Vice Chair Alexander, Chair Siqueland, Commissioner Meza, and Commissioner Sherman

**Nay:** 1 - Commissioner Woody

## WRITTEN COMMUNICATIONS

None.

## ADMINISTRATIVE REPORTS

Joanne Coletta, Director, informed the Commission that the City of Corona's Housing Element Update went to the City Council meeting on November 3, 2021 as a public hearing item and it was adopted unanimously.

## PLANNING AND HOUSING COMMISSIONERS' REPORTS AND COMMENTS

None.

## ADJOURNMENT

Chair Siqueland adjourned the meeting at 6:28 p.m. to the Planning and Housing Commission meeting of Monday, November 22, 2021, commencing at 6:00 p.m. in the City Hall Council Chambers.