

# City of Corona

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

## City Council Meeting Final Agenda

**Wednesday, August 3, 2022**

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



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

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

The City Council meeting for August 3, 2022, will be conducted in person. Members may attend in person or remotely. To participate remotely, please use the following link:

<https://coronaca-gov.zoom.us/j/82768819082>

## CONVENE CLOSED SESSION

### CITY COUNCIL

1. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**  
Pursuant to Government Code Section 54956.8  
Property: APN 113-340-014  
Agency negotiator: Jacob Ellis, City Manager  
Negotiating parties: Christian Church Homes  
Under negotiation: Price and Terms of Payment
2. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**  
Pursuant to Government Code Section 54956.8  
Property Location: 117-182-005, 117-185-024  
Agency Negotiator: Jacob Ellis, City Manager  
Negotiating Party: UHS Corona, Inc.  
Under Negotiation: Price & Terms of Payment
3. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**  
Pursuant to Government Code Section 54956.8  
Property Location: 117-191-019  
Agency Negotiator: Jacob Ellis, City Manager  
Negotiating Party: Rest Area, LLC  
Under Negotiation: Price & Terms of Payment
4. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**  
Pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: Santino Renaldo Saputo v. City of Corona, et al.  
US District Court Case Number: 5:22-cv-01062 SSS (MAAx)

## INVOCATION

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

## PLEDGE OF ALLEGIANCE

## 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

5. [Award: Knights of Columbus Fourth Degree Award to Mayor.](#)
6. [Proclamation: Muslim American Appreciation Month.](#)
7. [Presentation: Lifestream Blood Bank.](#)
8. [Presentation: City of Corona Travel Patterns.](#)

## MEETING MINUTES

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 June 22, 2022.](#)
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 Meeting of June 22, 2022.](#)
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 July 6, 2022.](#)
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 Committee of the Whole Meeting of July 13, 2022.](#)

## CONSENT CALENDAR

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

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13. **FINANCIAL REPORT** - [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority to receive and file the Monthly Investment Portfolio Report for the month of May 2022.](#)
14. **FINANCIAL REPORT** - [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority to receive and file the Monthly Fiscal Report for the month of May 2022.](#)
15. **LEGISLATIVE MATTER - SECOND READING** - [City Council adoption of Ordinance No. 3343, second reading of an Ordinance of the City of Corona, California, approving an amendment to Title 17 of the Corona Municipal Code, Sections 17.04.244, Section 17.44.130 and Section 17.98.072 to revise the length of stay for emergency shelters by amending the definition of Emergency Shelters and standards for emergency shelters in the M-1 \(Light Industry\), M-2 \(General Industry\) and M-3 \(Heavy Industry\) zones to establish a person's duration of occupancy as consecutive days, rather than cumulative days \(Applicant: City of Corona\).](#)
16. **AGREEMENT** - [Professional Services Agreement with Corona Chamber of Commerce for Business Promotion, Marketing, and Retention Services.](#)

**That the City Council:**

- a. Approve the Professional Services Agreement with the Corona Chamber of Commerce for Business Promotion, Marketing, and Retention Services for a not-to-exceed amount of \$87,500.
- b. Authorize the City Manager or his designee, to execute the Professional Services Agreement with the Corona Chamber of Commerce.

17. **AGREEMENT** - [Fifth Amendment to the Aviation Program Agreement between the City of Riverside and the City of Corona, formerly known as the Helicopter Program.](#)

**That the City Council:**

- a. Authorize the City Manager, or his designee, to execute the Fifth Amendment to the Aviation Program Agreement between the City of Riverside and the City of Corona, formerly known as the Helicopter Program.
- b. Authorize the Chief of Police, pursuant to his delegated authority to maintain and manage the Fifth Amended Aviation Program Agreement as noted in section 8.3 of this agreement.
- c. Authorize the City of Corona to issue a claim form payment of funds in the

amount of \$120,000 to the City of Riverside.

- d. Authorize the City Manager, or his designee, to approve change orders up to 10% of the original Aviation Program Agreement amount as provided by Corona Municipal Code Section [3.08.080\(I\)](#).

**18. AGREEMENT - [Second Amendment to the Professional Services Agreement with Rincon Consultants, Inc. to extend the term of the agreement and increase the compensation by \\$25,000 for a total compensation of \\$191,895.](#)**

**That the City Council:**

- a. Approve the Second Amendment to the Professional Services Agreement with Rincon Consultants, Inc. to extend the term and increase the amount by \$25,000.
- b. Authorize the City Manager, or his designee, to execute the Second Amendment to the Professional Services Agreement with Rincon Consultants, Inc. for a total contract amount of \$191,895.
- c. Authorize the Purchasing Manager to issue Changer Order No. 2 to Purchase Order P21810 to Rincon Consultants, Inc., in the amount of \$191,895.

**19. AGREEMENT - [Consent to Assignment of Airport Leases to Flight Ventures, LLC.](#)**

**That the City Council** approve the Consent to Assignment and First Amendment to Lease Agreement between the City of Corona and Corona Executive Hangars for Parcels IV and V and recommend approval to the U. S. Army Corps of Engineers.

**20. AGREEMENT - [Inter-Agency Instructional Services Agreement between the Riverside Community College District / Moreno Valley College and the City of Corona to provide District-approved continuing education and specialized training to the Corona Fire Department.](#)**

**That the City Council:**

- a. Approve an Instructional Services Agreement between Riverside Community College District / Moreno Valley College and the City of Corona.
- b. Authorize the City Manager, or his designee, to execute all documents under the Inter-Agency Instructional Services Agreement between Riverside Community College District / Moreno Valley College and the City of Corona.
- c. Approve an appropriation and estimated revenue increase in the amount of \$30,240 from the General Fund to the Fire Department Operating Budget.

**21. AGREEMENT - [Side Letter with City of Corona Supervisors Association, on adding additional work schedule options.](#)**

**That the City Council** authorize the City Manager, or his designee, to approve the attached Side Letter of Agreement modifying the 2021-2024 Memorandum of Understanding between the Corona Supervisors Association.

**22. AGREEMENT - [Second Amendment to Maintenance/General Services Agreement with Valverde Construction, Inc. for On-Call Emergency - Essential Systems Repair Services for Potable Water - Reclaimed Water - Wastewater.](#)**

**That the:**

- a. City Council approve the Second Amendment to Maintenance/General Services Agreement with Valverde Construction, Inc. for On-Call Emergency - Essential Systems Repair Services for Potable Water - Reclaimed Water - Wastewater to increase the total compensation by \$615,721 to perform the asbestos cement pipe replacement work.
- b. City Council authorize the City Manager, or his designee, to execute the Second Amendment to Maintenance/General Services Agreement with Valverde Construction, Inc., for a total contract amount of \$835,721 and approve necessary change orders up to 10% or \$83,572 including making minor and non-substantive changes as authorized in Corona Municipal Code Section [3.08.060 \(J\)](#).
- c. City Council authorize the Purchasing Manager to issue a change order to the On-Call Emergency - Essential Systems Repair Services for Potable Water - Reclaimed Water - Wastewater blanket purchase order for Valverde Construction, Inc. in the amount of \$615,721.
- d. Corona Utility Authority review, ratify, and to the extent necessary direct the City Council to take the above actions.

**23. BUDGETARY - [Fiscal Year 2022 Quarter 4 Budgetary Adjustments.](#)**

**That the City Council:**

- a. Authorize an Exception to Bidding pursuant to Municipal Code Section [3.08.140\(E\)](#) to Royal Industrial Solutions in the amount of \$200,000 for non-Allen-Bradley equipment and materials and authorize a Purchase Order with a total compensation amount of \$200,000 annually through June 30, 2026.
- b. Authorize the Purchasing Manager to issue a change order to Royal Industrial Solutions purchase order for non-Allen-Bradley equipment and materials in the

amount of \$100,000, for a total of \$200,000 annually through June 30, 2026.

- c. Appropriate \$182,594 to the Fire Department's General Fund operating budget based on mutual aid fire activity.
- d. Authorize a continuing appropriation of the Homeless Program FY 2022 budget balance, currently estimated at \$300,000. The final amount will be determined based on the fiscal year-end balance in the program.
- e. Appropriate \$15,000 in CFD 97-1 Landscape Fund 248 for additional utility costs.
- f. Appropriate \$37,000 in LMD 84-1 Lighting Fund 446 for additional utility costs and interest expense.
- g. Appropriate \$995 in CFD 2016-3 Zone 12 Lemon Grove Fund 235 for additional utility costs.

**24. RESOLUTION - [Resolution approving the 2022 Local Guidelines for Implementing the California Environmental Quality Act.](#)**

**That the City Council** adopt Resolution No. 2022-106, approving the 2022 Local Guidelines for Implementing the California Environmental Quality Act. (Pub. Resources Code §§ 21000 et seq.)

**25. RESOLUTION - [Resolution levying special taxes to be collected during Fiscal Year 2023 for the City's Community Facilities District No. 2016-3 \(Maintenance Services\), Zone 31.](#)**

**That the City Council** adopt Resolution No. 2022-105, levying special taxes to be collected during Fiscal Year 2023 for the payment of the annual cost of maintenance services within Community Facilities District No. 2016-3 (Maintenance Services), Zone 31.

**26. RESOLUTION - [Resolution making additional findings to support the City's approval of the Housing Element of General Plan Amendment GPA2021-0001.](#)**

**That the City Council** adopt Resolution No. 2022-107 making additional findings to support the City's approval of GPA2021-0001, an amendment to the City's General Plan to update the Housing Element for the 6th Cycle covering planning period 2021-2029, as adopted by Resolution No. 2021-121.

**27. WAIVER - [Waiver from Corona Municipal Code Section 15.60.080 regarding the undergrounding of existing overhead utility wires located along 230 S. Lincoln Avenue.](#)**

**That the City Council** grant a waiver from Section [15.60.080](#) of the Corona

Municipal Code for the undergrounding of the overhead utility wires located along Lincoln Avenue, adjacent to 230 S. Lincoln Avenue.

## 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.*

### 28. PUBLIC HEARING - [Public Hearing for a report on Water Quality relative to Public Health Goals for Calendar Years 2019 through 2021.](#)

#### That the:

- a. City Council hold a public hearing regarding the Report on Water Quality relative to Public Health Goals for 2019 through 2021.
- b. City Council approve the Report on Water Quality relative to Public Health Goals for 2019 through 2021.
- c. Corona Utility Authority review, ratify and to the extent necessary direct that the City Council take the above actions.

## 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.*

### 29. ADMINISTRATIVE REPORT - [Fiscal Year 2022 Quarter 4 Update.](#)

## LEGISLATIVE MATTERS

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

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

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

### A) Planning & Housing Commission

B) Parks & Recreation Commission

C) Regional Meetings

**30. REGIONAL MEETING REPORT** - [Update from Council Member Jacque Casillas on the Western Riverside Council of Governments \(WRCOG\) Meeting of August 1, 2022.](#)

**31. REGIONAL MEETING REPORT** - [Update from Council Member Tom Richins on the Riverside Transit Agency \(RTA\) Board Meeting of July 28, 2022.](#)

**CITY ATTORNEY'S REPORTS AND COMMENTS**

**CITY MANAGER'S REPORTS AND COMMENTS**

**CITY COUNCIL MEMBER REPORTS AND COMMENTS**

## FUTURE AGENDA ITEMS

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

1. Report on the Local Road Safety Plan (Staff) August 10, 2022
2. Urban Forest Update (Staff) August 10, 2022
3. Historic Route Signs (Staff) August 10, 2022
4. HHW Waste Facility Update August 10, 2022
5. Graffiti Program Update (Staff) August 10, 2022
6. Communications Plan Update (Staff) August 24, 2022
7. Preview of Downtown Revitalization Plan (Staff) August 24, 2022
8. Housing Element Rezoning Program Update August 24, 2022
9. Volunteer Program Update (Staff) August/September
10. Adoption of Economic Development Strategic Plan (Staff) August/September
11. Quiet Zone at Railroad Crossings (Staff) August/September
12. Purchasing Policy Update (Staff) August/September
13. Field Maintenance Standards (Staff) August/September
14. Legislative Platform Update (Staff) August/September
15. LMD Program Update (Staff) August/September
16. Street Vendor Ordinance (Staff) August/September
17. American Rescue Plan Act Project Update (Staff) August/September
18. Electric Utility Sale Analysis (Staff) August/September
19. Infill Fees in Historic Districts (W. Speake) August/September
20. Adoption of Downtown Revitalization Plan (Staff) TBD
21. Skyline Village CFD (Staff) TBD
22. Security Camera Master Plan Update (Staff) TBD
23. Banning Temporary Signs in the Public Right of Way (W. Speake) TBD
24. Community Mural Project (J. Casillas) TBD
25. Parking Enforcement Update (Staff) TBD
26. Historic Preservation Code Revisions (W. Speake) TBD
27. Secondhand Smoke as a Nuisance (W. Speake) TBD
28. Options to expedite Redevelopment of Main Street & Parkridge Ave. Area (J. Casillas) TBD

## ADJOURNMENT

*The next regular meeting of the City Council/Successor Agency to the Redevelopment Agency of the City of Corona/Corona Public Financing Authority/Corona Utility Authority/Corona Housing Authority is scheduled for Wednesday, August 17, 2022 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*



# WRCOG Travel Survey

August 3, 2022

# WRCOG Background

- WRCOG is a regional agency
- Joint Powers Association (JPA) composed of 18 cities, Riverside County, 2 water districts, and the Superintendent of Schools
- Formed in 1991
- City of Corona is a long-time WRCOG member agency
- Current WRCOG representative is Councilmember Jacque Casillas

# My Background

- WRCOG's Deputy Executive Director
- Oversee the Transportation & Planning Department
- One of my main responsibilities is the TUMF Program
- Worked in Transportation Planning/Engineering since 1995
- Lived in the Temescal Valley since 2005

# WRCOG Travel Survey

- WRCOG was asked by the WRCOG Technical Advisory Committee (City Managers committee) to study travel behavior in the WRCOG subregion
- We used “Big Data” to look at daily travel in 2019 and 2021
- We wanted to look at data before-and-after 2020 to ensure any COVID-related effects were included in the analysis
- Big Data is a compilation of cell phone, GPS vehicle tracking, and other data sets
- 100 million records in the data for the two study years

# Study Background

- Primary data source is the Streetlight Data platform
  - Streetlight Data is a web-based data platform and not actual data from streetlights
  - Uses cell phone locational data to track trips based on travel patterns of persons with cell phones
- 100 million trip records
- Each trip record is a two-way trip
  - For example: home to work / work to home
- Pre-COVID and Post-COVID analysis
  - Trip distributions and percentages were remarkably similar
- Overall number of trips went down between 2019 and 2021

# What does the analysis cover?

- The origin of trips traveling into the boundaries of each member jurisdiction
- The destination of trips traveling from each member jurisdiction
- Commute trip distances
- Trip type
- Trip distribution to-and-from each member agency during the p.m. peak hour
- Prepared city level summaries, as well as summaries for each Supervisorial District
  - Also prepared summaries at the TUMF Zone level

# What did the analysis find?

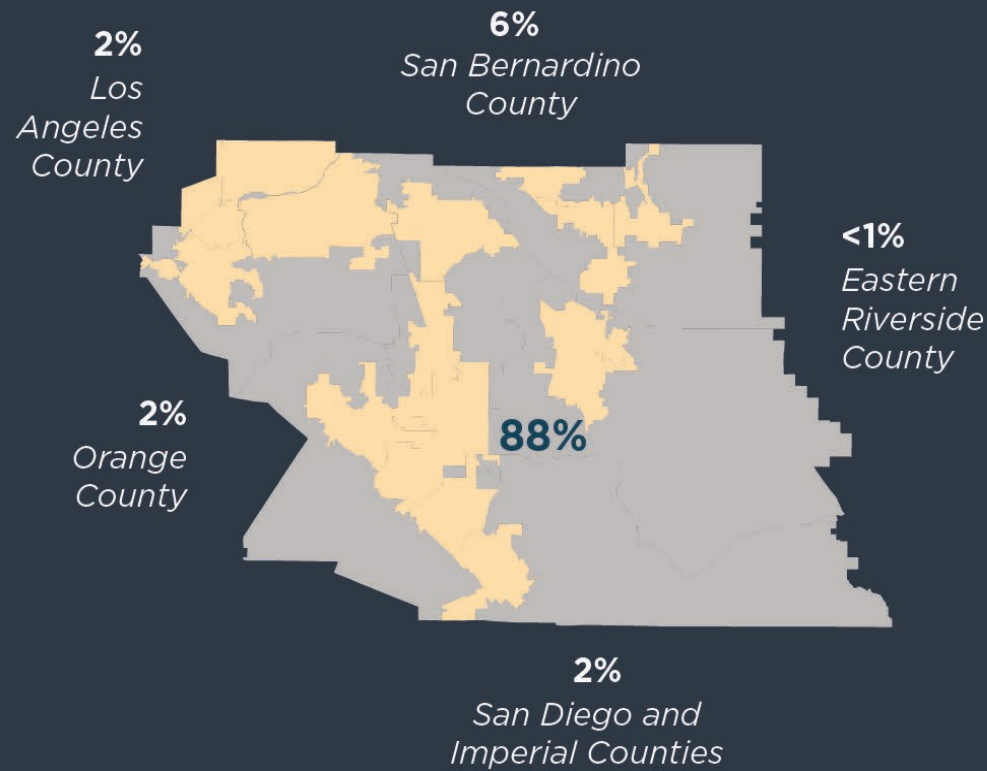
- Approximately 90% of all trips recorded made in the WRCOG subregion start-and-end in the WRCOG subregion
- Only 10% of the trips recorded had either an origin or a destination outside of the WRCOG subregion
  - Majority of trips with a destination outside of the subregion went to San Bernardino County (more than LA, OC, and SD combined)
- Majority of trips were non-work trips
  - Trips to / from shopping, eating, and school
- Majority of trips either stayed in their home jurisdiction or traveled to an adjacent jurisdiction



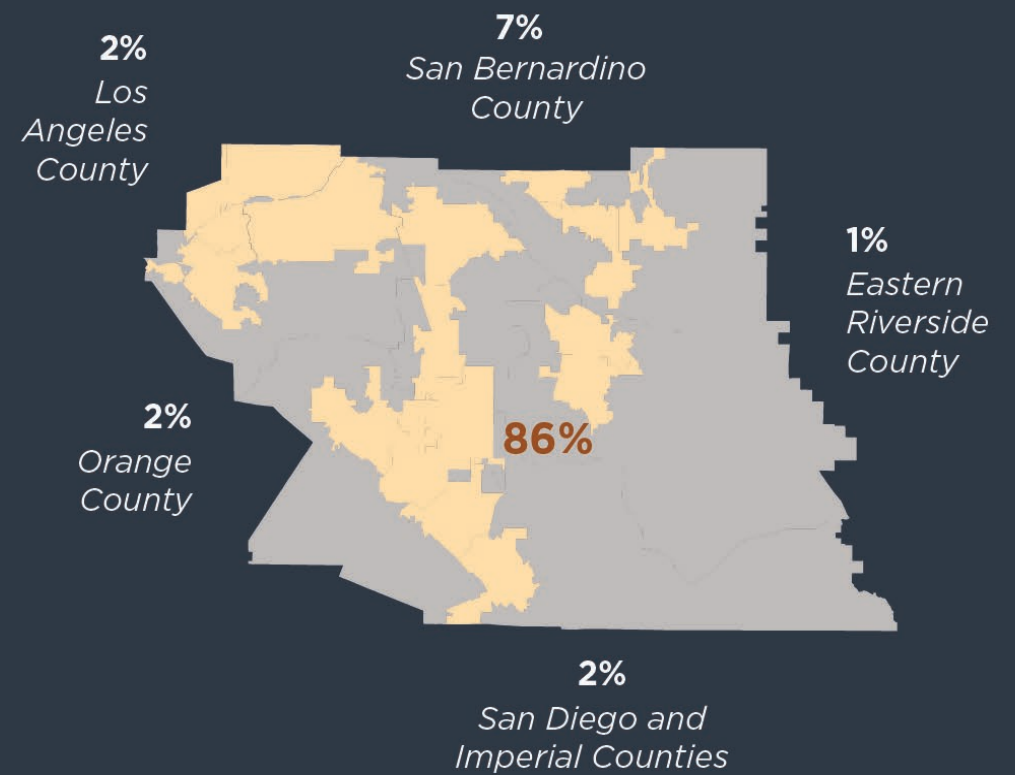
## Daily Trip Distribution in WRCOG Region in 2019 and 2021



2019



2021





# City of Corona Travel Patterns

Travel pattern datasets, or "Big Data", helps to understand where, when, and how people typically travel in the Western Riverside Council of Governments (WRCOG) Region. Big Data pairs anonymized information (ex. mobile locations and demographic information) with advanced modeling to develop representative estimates of travel activities.

Corona travel patterns from Streetlight 2019 and community profile from a variety of data sources were reviewed to understand regionwide travel behaviors including origin-destination assessment, trip purpose, mode split, trip distance and direction.

## Key Findings

- 85% trips to and from Corona stay in the WRCOG subregion.
- 51% of recorded trips occur within Corona.
- Home-Based Other trips make up most of the recorded trips (46%).
- 37% of recorded trips occur within the TUMF Northwest Zone.
- Outside WRCOG region, Orange County is the largest attractor of trips to and from Corona (7%).

## Community Profile

Data Source: Riverside County Transportation Analysis Model (RIVCOM), 2021  
California Household Travel Survey 2012-2015  
US Census, 2019

**157,000**  
Population

**48,000**  
Households

**79,000**  
Employment

**\$87,000**  
Household Income

## Mode Share for All Trips



## Commute Trip Distance & Direction from Corona

Data Source: Longitudinal Employer-Household Dynamics, 2018



## Commute Trip Distance & Direction to Corona

Data Source: Longitudinal Employer-Household Dynamics, 2018



## Live and Work Share

Data Source: Longitudinal Employer-Household Dynamics, 2018



## Top Places Corona Population Travel to and from

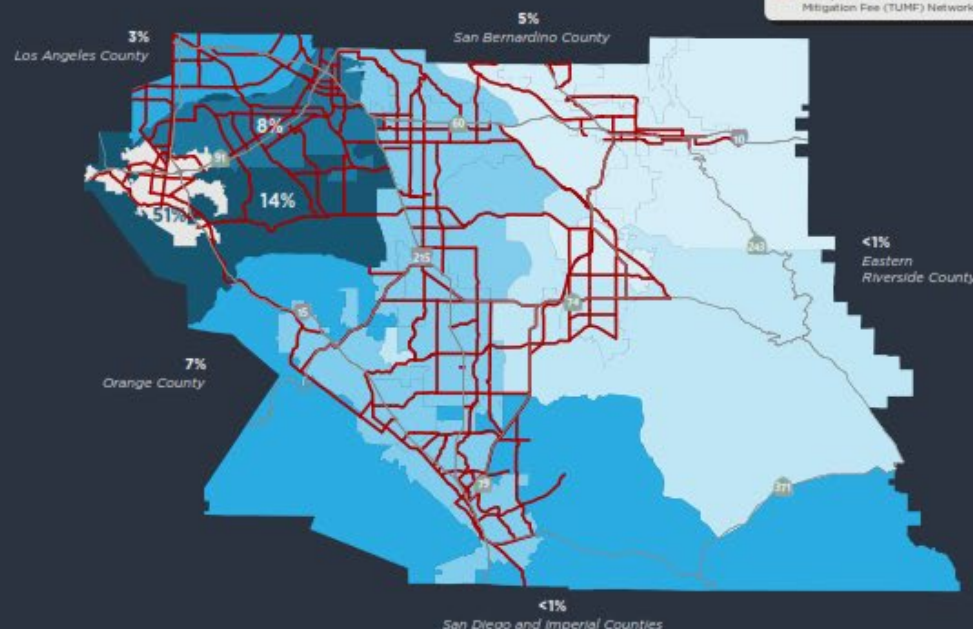
Data Source: Streetlight, 2019

Home-Based Other Trips  
Home-Based Work Trips  
Non-Home-Based Trips



## All Day Trip Distribution from Corona

City of Interest  
Trip Distribution (High to Low)  
Trip Distribution %  
Transportation Uniform Mitigation Fee (TUMF) Network



## PM Trip Distribution from Corona



## PM Trip Distribution to Corona



# City of Corona Conclusions

- 51% of all trips stay within the City
- 15% of all trips leave the County
  - LA County- 3%
  - Orange County- 7%
  - San Bernardino County- 5%
- 46% of trips are not work-related
  - School
  - Shopping
  - Eating
- 22% of trips to/from the City of Corona come from Riverside or adjacent unincorporated County

# Policy Considerations

- #1- Corona is a regional travel destination for work and non-work trips
- #2- Most common trip type is non-work home based trips
  - Eating, shopping, and school
- #3- People from Corona do travel to Los Angeles and Orange County
  - More people traveling to San Bernardino County than LA County
- #4- More people traveling to/from the City of Riverside than Orange County on a daily basis

# Concluding Thoughts

- Important that we base our policy decisions on the best available data
- Big Data provides an opportunity to gain a deeper understanding of how-and-where we travel
- Travel behavior is more complex than just people traveling to-and-from work
- In the end, traffic congestion is truly a regional issue

# City of Corona

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

## Study Session Minutes - Draft

**Wednesday, June 22, 2022**

**Council Chambers 4:00 PM**



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

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



**Rollcall**

**Present:** 4 - Jacque Casillas, Wes Speake, Tom Richins and Jim Steiner

**Absent:** 1 - Tony Daddario

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Richins.

**CONVENE OPEN SESSION**

Mayor Speake called the meeting to order at 4:03 p.m.

**COMMUNICATIONS FROM THE PUBLIC**

None.

**AGENDA ITEMS****1. Overview on the City's Housing Element Rezoning Program Process.**

Joanne Coletta, Planning and Development Director, introduced the item. She provided an overview highlighting the following: Program Summary, Corona's RHNA Inventory, Affordable Housing Overlay Opportunity Sites (Rezoning), and Rezoning Program Process. Adam Maleitzke, Stantec Project Manager, provided a presentation highlighting the following: Stantec Consulting Services and major deliverables, Four General "Character Zones", West Corona Character Zones, Range of Architectural Building Typologies, Program Schedule, and Decision Making Process.

The Council provided comments and had inquiries, Mr. Maleitzke and Ms. Coletta provided clarification.

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

Karen Alexander, Planning and Housing Commissioner, addressed the Council and expressed concerns with the proposed item.

**2. Parks and Recreation Master Plan Update.**

Moses Cortez, Facilities, Parks & Trails Manager, introduced the item. Genevieve Sharrow from MIG provided a presentation highlighting the following: Purpose of the Master Plan, Key Tasks, Outreach and Engagement Goals, Engagement Activities, and Community-Driven Process.

The Council provided comments and had inquiries, Anne Turner, Community Services Director, provided clarification.

Michelle Wentworth, Parks & Recreation Commissioner, addressed the Council in support of the proposed item.

John Straser, resident, addressed the Council in support of the proposed item.

**3. Potential Cannabis Tax Measure.**

Jamie Raymond, Chief Deputy City Attorney, provided a report. She provided a presentation highlighting the following: Current Operational Fee Range, Fee Negotiation, Proposed Measure Structure, Proposed Tax Range, Next Steps, Pros and Cons, and Direction Sought.

The Council provided comments and had inquiries, Ms. Raymond provided clarification.

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

**ADJOURNMENT**

The next schedule meeting of the Council is the Special Meeting on June 22, 2022. Mayor Speake adjourned the meeting at 5:52 p.m.



# City of Corona

*400 S. Vicentia Ave.  
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## Special Meeting Minutes - Draft

**Wednesday, June 22, 2022**

**Council Chambers 4:30 PM**



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

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

**Rollcall**

**Present:** 4 - Jacque Casillas, Wes Speake, Tom Richins and Jim Steiner

**Absent:** 1 - Tony Daddario

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Richins.

**CONVENE OPEN SESSION**

Mayor Speake called the meeting to order at 5:54 p.m.

**COMMUNICATIONS FROM THE PUBLIC**

None.

**AGENDA ITEMS**

1. Extension of time for Parcel Map 37203 generally located at the southeast corner of Ford Street and Mulberry Lane in the R-1-7.2 (Single Family Residential) Zone.

Joanne Coletta, Planning and Development Director, introduced the item.

Joe Morgan, resident, addressed the Council and expressed concerns with the proposed item and had inquiries.

Roger Bradley, Assistant City Manager, provided clarification.

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

**Aye:** 4 - Casillas, Speake, Richins and Steiner

**Absent:** 1 - Daddario

**ADJOURNMENT**

The next scheduled meeting of the Council is July 6, 2022. Mayor Speake adjourned the meeting at 6:15 p.m.

# City of Corona

*400 S. Vicentia Ave.  
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## City Council Minutes - Draft

**Wednesday, July 6, 2022**

**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**

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

**\*\*Revised agenda on July 5, 2022 at 4:10 p.m.**

**Item 33 - Exhibit 3 was added as an attachment to the Staff Report.\*\***

## CONVENE CLOSED SESSION

Closed Session convened at 5:05 p.m. for the purpose listed below. Present were Mayor Speake, Vice Mayor Daddario, Council Member Casillas, Council Member Richins, and Council Member Steiner. Closed Session adjourned at 5:50 p.m.

## CITY COUNCIL

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: Alisha Kinney v. City of Corona  
Case Number: Riverside County Superior Court Case No. RIC 2000404
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: City of Corona v. Goodell Properties, LLC  
Case Number: Riverside County Superior Court Case No. RIC 2003214
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: City of Corona v. B P L, LLC  
Case Number: Riverside County Superior Court Case No. CVRI2000693

## Rollcall

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

## INVOCATION

None.

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Steiner.

## CONVENE OPEN SESSION

Mayor Speake called the meeting to order at 6:34 p.m.

## PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

4. Proclamation: Parks Make Life Better Month  
Anne Turner, Community Services Director, and Michele Wentworth, Parks and Recreation Commission Chair, accepted the proclamation.

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**This item was pulled from the agenda.**

5. Presentation: Lifestream Blood Bank.

This presentation has been moved to the August 3, 2022 City Council meeting.

**MEETING MINUTES**

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

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

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 Committee of the Whole Meeting of June 8, 2022.

**These Minutes were approved.**

7. 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 June 15, 2022.

**These Minutes were approved.**

**CONSENT CALENDAR**

**A motion was made by Council Member Casillas, seconded by Vice Mayor Daddario, that the Consent Calendar be approved, with the exception of Items 10, 16, 22, 23, 24, and 27, which were voted on separately. The motion carried by the following vote:**

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

8. City Council adoption of Ordinance No. 3351, second reading of an Ordinance of the City of Corona, California, amending Section 5.36.060 of the Corona Municipal Code to establish a process to resolve tied scores for the last available commercial cannabis permit for storefront retailers and/or storefront retail microbusinesses.

**This Ordinance was adopted.**

9. Public Improvement Agreements and security substitutions associated with Tract Map 37644, Lots N through V located south of Eagle Glen Parkway and west of Interstate 15 in the Bedford Communities.

**This Agreement was approved.**

10. Approval of the Fifth Amendment to the Professional Services Agreement with HDL Software, LLC for business license program services.

Vice Mayor Daddario had inquiries and Christine Thompson, Accounting Manager,

provided clarification.

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

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

- 11.** Third Amendment to the Maintenance/General Services Agreement with Chrisp Company for street striping and pavement marking and maintenance repair services.

**This Agreement was approved.**

- 12.** Acceptance of the State of California Department of California Highway Patrol Fiscal Year 2023 Cannabis Tax Fund Grant.

**This Agreement was approved.**

- 13.** Side Letter with City of Corona Firefighters Association, IAFF, Local 3757 on Planned Position Vacancy.

**This Agreement was approved.**

- 14.** First Amendment to the Professional Services Agreement with Carahsoft Technology Corporation (Salesforce Marketing Cloud Implementation Services).

**This Agreement was approved.**

- 15.** Maintenance and General Services Agreement for Landscaping Maintenance Services for Landscape Maintenance District (LMD), Community Facilities District (CFD), General, Fire Station Areas 1 & 5 in the City of Corona, with Tropical Plaza Nursery, Inc.

**This Agreement was approved.**

- 16.** Professional Services Agreement with RJM Design Group, Inc. for the City Park Master Plan Project.

Mayor Speake had inquiries and Anne Turner, Community Services Director, provided clarification.

Joe Morgan, resident, addressed the Council in support of the proposed item.

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

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

- 17.** Professional Services Agreement with LDM Associates Inc. for general planning, administration, and implementation of the City of Corona's Community Development Block Grant, and HOME Investment Partnership Program, and COVID recovery activities under the HOME Investment Partnerships American Rescue Plan program.

**This Agreement was approved.**

- 18.** Purchase of Self-Contained Breathing Apparatus components from Bauer Compressors, Inc.

**This Bid & Purchase was approved.**

- 19.** Purchase of Cardiac Monitors from Zoll Medical Corporation.

**This Bid & Purchase was approved.**

- 20.** Terminate the Contracted Emergency Potable Water Main Replacement on Canary Lane pursuant to Corona Municipal Code Section 3.08.140(A).

**This Bid & Purchase was approved.**

- 21.** Appropriation from the Sewer Utility Fund to Water Reclamation Facility 1 Primary and Secondary Clarifiers Rehabilitation Project.

**This Bid & Purchase was approved.**

- 22.** Award of Contract to Resource Environmental, Inc. for the Demolition of the Armory Building at City Park, Project No. 2021-35.

The Council provided comments and had inquiries. Rodger Bradley, Assistant City Manager, provided clarification.

Vice Mayor Daddario made a motion to approve the contract with 0% contingencies. There was no second and the motion died.

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

**Aye:** 4 - Speake, Casillas, Richins, and Steiner

**Nay:** 1 - Daddario

- 23.** Extension of time for Parcel Map 36667 generally located east of Fullerton Avenue and south of Taber Street in the Medium Density Residential designation of the Corona Vista Specific Plan.

Council Member Richins had inquiries and Jay Eastman, Planning Manager, and applicant provided clarification.

Joe Morgan, resident, addressed the Council to provide comments regarding the proposed item.

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

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

- 24.** Extension of time for Tentative Tract Map 36634 generally located west of Fullerton Avenue at Taber Street in the Medium Density Residential designation of the Corona Vista Specific Plan.

Vice Mayor Daddario and Council Member Richins had inquiries. Jay Eastman, Planning Manager, and applicant provided clarification.

**A motion was made by Council Member Casillas, seconded by Council Member Richins, that this Extension of time be approved. The motion carried by the following vote:**

**Aye:** 4 - Speake, Casillas, Richins, and Steiner

**Nay:** 1 - Daddario

- 25.** Acceptance of the public improvements for the property located at 110 South Promenade Avenue and release of the securities posted by Promenade Realty Partners, LLC.

**This Release of Security was approved.**

- 26.** Acceptance of grant deeds from the Riverside County Transportation Commission for the State Route 91 expansion project.

**This Deed was approved.**

- 27.** Resolution declaring that the 0.13 acres of property located adjacent to Palisades Drive, south of State Route 91, and immediately west of certain real property identified as 2785 Palisades Drive is no longer necessary for the City's use and is exempt surplus land under the surplus land act; Resolution ordering the summary vacation of 0.13 acres of excess City right-of-way adjacent to 2785 Palisades Drive. Purchase and Sale Agreement with Allsize Storage Corona and ASC 1.46 Acres, LLC for conveyance of 0.13 acres of excess right-of-way on Palisades Drive in exchange for temporary construction easements needed for the Wardlow Sewer Relocation Project.

Council Member Richins had inquiries and Tom Moody, Utilities Manager, and Roger Bradley, Assistant City Manager, provided clarification.

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

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

- 28.** Resolution levying special taxes to be collected during Fiscal Year 2023 for Community Facilities District No. 2016-1 (Public Services).

**This Resolution was adopted.**

- 29.** Resolution levying special taxes to be collected during Fiscal Year 2023 for Community Facilities District No. 97-2 (Eagle Glen), Special Tax Refunding Bond 2014 Series A.

**This Resolution was adopted.**

- 30.** Resolutions levying special taxes to be collected during Fiscal Year 2023 for several bonded Community Facilities Districts.

**This Resolution was adopted.**



- 31.** Resolution levying special taxes to be collected during Fiscal Year 2023 for the maintenance and services Community Facilities District No. 2001-1.  
**This Resolution was adopted.**
- 32.** Resolutions levying special taxes to be collected during Fiscal Year 2023 for the City's maintenance and services Community Facilities Districts.  
**This Resolution was adopted.**
- 33.** Resolution adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the Magnolia Avenue Bridge Widening Project.  
**This Resolution was adopted.**

## COMMUNICATIONS FROM THE PUBLIC

Audrie Echnoz, Corona-Norco Family YMCA CEO, addressed the Council to provide an update on the YMCA's swimming lessons program.

Kaushal Tolia, resident, addressed the Council in support of the YMCA's swimming lessons program.

Nimmer Kaur, resident, addressed the Council to discuss mass shooting prevention.

Maddy Paxton, resident, addressed the Council regarding rent stabilization.

Palbinder Badesha, Corona Chamber of Commerce, addressed the Council to announce an upcoming Job Fair.

Rory Connell, resident, addressed the Council to express concerns with the Fourth of July parade.

Joe Morgan, resident, addressed the Council to express support for Council Member Casillas and the full City Council.

## PUBLIC HEARINGS

- 34.** Zone Text Amendment 2022-0001 amending Title 17 of the Corona Municipal Code, Sections 17.04.244, Section 17.44.130 and Section 17.98.072 to revise the length of stay for emergency shelters by amending the definition of Emergency Shelters and standards for emergency shelters in the M-1 (Light Industry), M-2 (General Industry), and M-3 (Heavy Industry) zones to establish a person's duration of occupancy as consecutive days, rather than cumulative days (Applicant: City of Corona).

Jay Eastman, Planning Manager, provided a report on the proposed item.

Mayor Speake opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received from the public. The Council provided comments. Mayor

Speake closed the Public Hearing.

**A motion was made by Vice Mayor Daddario, seconded by Council Member Steiner, that this Ordinance No. 3343 be approved. The motion carried by the following vote:**

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

- 35.** Public Hearing confirming the diagram and assessment for Lighting Maintenance District No. 84-1 for Fiscal Year 2023 and to detach certain territory from the District.

Mayor Speake opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received from the public. Mayor Speake provided comments and had inquiries. Shane Spicer, Spicer Consulting Group, LLC, provided clarification. Mayor Speake closed the Public Hearing.

**A motion was made by Council Member Richins, seconded by Council Member Casillas, that Resolution No. 2022-066 be adopted. The motion carried by the following vote:**

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

- 36.** Public Hearing confirming the diagram and assessment for Lighting Maintenance District No. 2003-1 for Fiscal Year 2023.

Mayor Speake opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received from the public. Mayor Speake closed the Public Hearing.

**A motion was made by Council Member Casillas, seconded by Council Member Richins, that Resolution No. 2022-067 be adopted. The motion carried by the following vote:**

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

- 37.** Public Hearing confirming the diagram and assessment within Zone 6 of Landscape Maintenance District No. 84-2 for Fiscal Year 2023.

Council Member Casillas recused herself from Item 37 due to the proximity of her residence. She left the Council Chambers at 8:02 p.m. and returned at 8:03 p.m.

Mayor Speake opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received from the public. Mayor Speake closed the Public Hearing.

**A motion was made by Council Member Richins, seconded by Council Member Steiner, that Resolution No. 2022-068 be adopted. The motion carried by the following vote:**

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

- 38.** Public Hearing confirming the diagram and assessment within Zone 19 of Landscape Maintenance District No. 84-2 for Fiscal Year 2023.

Mayor Speake recused himself from Item 38 due to the proximity of his residence. He left the Council Chambers at 8:03 p.m. and returned at 8:04 p.m.

Vice Mayor Daddario opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received from the public. Vice Mayor Daddario closed the Public Hearing.

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**A motion was made by Council Member Steiner, seconded by Council Member Casillas, that Resolution No. 2022-069 be adopted. The motion carried by the following vote:**

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

- 39.** Public Hearing confirming the diagram and assessment within Zones 1, 2, 4, 7, 10, 14, 15, 17, 18, and 20 of Landscape Maintenance District No. 84-2 for Fiscal Year 2023.

Mayor Speake opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received from the public. Mayor Speake closed the Public Hearing.

**A motion was made by Council Member Casillas, seconded by Vice Mayor Daddario, that Resolution No. 2022-070 be adopted. The motion carried by the following vote:**

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

## ADMINISTRATIVE REPORTS

- 40.** Fiscal Year 2023 Community Based Organization Grant Program Funding Recommendations.

Mayor Speake recused himself from Item 40 due to being the President of the Corona Historic Preservation Society. He left the Council Chambers at 8:05 p.m.

Viola Van, Management Analyst II, provided a report. The Council provided comments and had inquiries. Anne Turner, Community Services Director, and Roger Bradley, Assistant City Manager, provided clarification.

Joe Morgan, resident, provided comments regarding the proposed item.

A motion was made with the following amendments and direction to staff: Check with ARPA if \$37,800 is available, if not extend to \$25,000 and continue with option 1 for the remaining.

Mayor Speake returned to the Council Chambers at 8:34 p.m

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

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

- 41.** Resolutions calling for the placement of a commercial cannabis business tax measure at the November 8, 2022 General Municipal Election, requesting consolidation of the General Municipal Election with the Statewide General Election, and adopting regulations for the filing of arguments regarding such measure.

Dean Derleth, City Attorney, provided a report and noted that there were redline revisions to the resolution.

Joe Morgan, resident, addressed the Council to provide comments regarding the

proposed item.

The Council provided comments and had inquiries. Mr. Derleth and Jay Eastman, Planning Manager, provided clarification.

A motion was made by Mayor Speake, seconded by Council Member Casillas, to approve the recommended action to adopt: (1) Resolution No. 2022-102 calling for the placement of a general commercial cannabis business tax measure on the November 8, 2022 General Municipal Election ballot (including maximum tax rates of 9% for retail, 7% for manufacturing and distribution, and 3% for testing); (2) Resolution No. 2022-103 requesting the County of Riverside to consolidate this election with the Statewide General Election also to be held on November 8, 2022; and (3) Resolution No. 2022-104 setting deadlines and rules for the submission of primary and rebuttal arguments for and against the proposed commercial cannabis business tax measure.

**A motion was made by Mayor Speake, seconded by Council Member Casillas, that Resolution No. 2022-102, 2022-103, and 2022-104 be adopted. The motion carried by the following vote:**

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

## LEGISLATIVE MATTERS

None.

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

### A) Planning & Housing Commission

None.

### B) Parks & Recreation Commission

None.

### C) Regional Meetings

- 42.** Update from Council Member Jacque Casillas on the Western Riverside Council of Governments (WRCOG) Meeting of June 6, 2022.

Council Member Casillas provided an update.

- 43.** Update from Council Member Jacque Casillas on the League of California Cities Community Services Policy Committee meeting of June 9, 2022.

Council Member Casillas provided an update.

- 44.** Update from Council Member Jacque Casillas on the Western Riverside Council of Governments (WRCOG) Executive Committee Meeting of June 24, 2022.

Council Member Casillas provided an update.

- 45.** Update from Council Member Jim Steiner on the Riverside Transit Agency (RTA) Board Meeting of June 23, 2022.

Council Member Steiner provided an update.

- 46.** Update from Mayor Speake on the Western Riverside Council of Governments (WRCOG) General Assembly of June 23, 2022.

Mayor Speake provided an update.

- 47.** Update from Mayor Wes Speake on the Riverside County Transportation Commission (RCTC) Western Programs Meeting of June 27, 2022.

Mayor Speake provided an update.

- 48.** Update from Mayor Wes Speake on the Riverside County Transportation Commission (RCTC) I-15 Ad Hoc Meeting of June 27, 2022.

Mayor Speake provided an update.

### **CITY ATTORNEY'S REPORTS AND COMMENTS**

None.

### **CITY MANAGER'S REPORTS AND COMMENTS**

None.

### **CITY COUNCIL MEMBER REPORTS AND COMMENTS**

Council Member Richins provided a brief overview on the Western Riverside Council of Governments General Assembly meeting and the Fourth of July Parade.

Council Member Steiner thanked Anne Turner, Community Services Director, and staff for all their hard work on the Fourth of July Parade. He also acknowledged staff for promoting how fireworks are illegal.

Vice Mayor Daddario provided a brief overview on the Fourth of July Parade and firework show.

Mayor Speake provided a brief overview on the following: Juneteenth celebration, Government Advisory Committee meeting for Southern California Edison, Market Night, Dos Lagos Theme Tribute, the Fourth of July Parade and firework show. He announced the following: Market Night on July 11, 2022, Cool Cops Events on July 13, 2022, Dos Lagos Concerts on July 16, 2022, Roll Em Up Taquitos Grand Opening on July 19, 2022. He also provided a brief overview on the State Budget and Assembly Bill.

## FUTURE AGENDA ITEMS

1. HDL Quarterly Sales Tax Update (Staff) 7/13/2022
2. Economic Development Strategic Plan Update (Staff) 7/13/2022
3. Duncan Gate Traffic Study (Staff) 7/13/2022
4. Fire Station #2 Build (Staff) 7/13/2022
5. Report on the Local Road Safety Plan (Staff) August/September
6. Urban Forest Update (Staff) August/September
7. Historic Route Signs (Staff) August/September
8. Communications Plan Update (Staff) August/September
9. Volunteer Program Update (Staff) August/September
10. Graffiti Program Update (Staff) August/September
11. Adoption of Economic Development Strategic Plan (Staff) August/September
12. Preview of Downtown Revitalization Plan (Staff) August/September
13. Quiet Zone at Railroad Crossings (Staff) August/September
14. Purchasing Policy Update (Staff) August/September
15. Field Maintenance Standards (Staff) August/September
16. Legislative Platform Update (Staff) August/September
17. LMD Program Update (Staff) August/September
18. Street Vendor Ordinance (Staff) August/September
19. American Rescue Plan Act Project Update (Staff) August/September
20. Electric Utility Sale Analysis (Staff) August/September
21. Infill Fees in Historic Districts (W. Speake) August/September
22. Adoption of Downtown Revitalization Plan (Staff) TBD
23. Skyline Village CFD (Staff) TBD
24. Security Camera Master Plan Update (Staff) TBD
25. Banning Temporary Signs in the Public Right of Way (W. Speake) TBD
26. Community Mural Project (J. Casillas) TBD
27. Parking Enforcement Update (Staff) TBD
28. Historic Preservation Code Revisions (W. Speake) TBD
29. Secondhand Smoke as a Nuisance (W. Speake) TBD
30. Options to expedite Redevelopment of Main Street & Parkridge Ave. Area (J. Casillas) TBD

## ADJOURNMENT

The next scheduled meeting of the Council is the Committee of the Whole on July 13, 2022. Mayor Speake adjourned the meeting at 9:39 p.m.

# City of Corona

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

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

**Wednesday, July 13, 2022**

**Council Board Room 4:00 PM**



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

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

\*\*Revised agenda on July 11, 2022 at 2:40 p.m.  
Item 4 - Slide 7 was added to the presentation. \*\*

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Casillas.

## CONVENE OPEN SESSION

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

## COMMUNICATIONS FROM THE PUBLIC

None.

## AGENDA ITEMS

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

#### 5. Duncan Gate Traffic Study.

Savat Khamphou, Public Works Director, introduced the item and Deepak Kaushik, Iteris, Inc. Vice President, provided a presentation. Mr. Kaushik provided an overview on the following: Duncan Gate Traffic Study, Background, Purpose of Traffic Study, Levels of Service, Travel Time Survey, Traffic Study Summary, Recommendation, and Potential Traffic Calming Measures.

The Council had inquiries and Mr. Kaushik and Mr. Khamphou provided clarification.

The following residents addressed the Council requesting that the gate remain closed: Dale Ploung, Kurt Polentz; Ann Mendoza, Sarah Walloch, David Wiesner, Eliseo Reveles, Phillip Husband, Don Fuller, Paul Lanhardt, Ted Martinez, James Beck, Hunter, and Crystal Bair.

There were six written comments received from the public. The written comments will be maintained with the minutes.

The Council provided comments and direction.

#### 1. Update of Sales Tax Information by HdL Companies.

Ken Brown, HdL Companies, introduce the item and provided an update. He provided an overview of the following: Sales Tax Update 1st Quarter 2022, Bradley-Burns Regional Report, 1Q22 Adjusted Sales Tax Growth, Regional Comparison, City Comparison, Corona Major Industry Group Performance, Corona Major Industry Groups, Corona Long-Term Sales Tax Trend, and Corona Measure X.



**2. Consent to Assignment of Airport Leases to Flight Ventures, LLC.**

Anne Turner, Community Services Director, provided a presentation. She provided an overview of the following: Airport Consent to Lease Assignment, Existing Lease Term, Correction of Deficiencies, Consent Agreement Obligation, Escrow Deadline, Timeline to Complete Transaction, and Next Steps.

Vice Mayor Daddario provided comments and had inquiries. Ms. Turner provided clarification.

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

Jessica Gonzales, Economic Development Director, introduced the item and Lynn Kelly-Lehner, RSG Director, provided a presentation. Ms. Kelly-Lehner provided an overview of the following: Update on Economic Development Strategic Plan, Agenda, Citywide Strategic Plan, Methodology, Corona Economic Makeup, Critical Industry Sectors, Economic Development Strategic Plan Process, Business Outreach- Major Themes, Plan Overview, Strategic Plan Overview, Strategic Goals, Strategic Actions, Goal 1, Goal 2, Goal 3, Goal 4, Goal 5, Goal 6, and Next Steps.

The Council had inquiries and Ms. Gonzales and Ms. Kelly-Lehner, provided clarification.

Roy Connell, resident, addressed the Council to express concerns regarding the update.

**4. Update on the Fire Station Rebuild Project.**

Tracy Martin, Project Manager, introduced the item and Brian Young, Fire Chief, provided an update. He provided an overview of the following: Update on the Fire Station Rebuild Project, Fire Station No. 2, Completed Project Tasks, Desired Site Characteristics, Site Options and Consideration, Potential Sites, and Next Steps.

The Council had inquiries and Chief Young and Ms. Martin provided clarification.

The following residents addressed the Council with concern regarding the proposed item: Patricia Dickson, Joe Morgan, Dick Haley, Mike Busse, and Tony Findloi.

**ADJOURNMENT**

The next scheduled meeting of the Council is July 20, 2022. Mayor Speake adjourned the meeting at 7:11 p.m.



## City of Corona Investment Portfolio Report Month Ending May 31, 2022

In accordance with the City Investment Policy, a monthly investment report shall be filed with the City Council which provides a clear picture of the status of the current investments. The report for the month ending May 31, 2022 has been prepared by Chandler Asset Management. We hereby certify that this report accurately reflects all pooled investments and is in compliance with the City's Investment Policy. Combined with anticipated revenues, the portfolio contains sufficient investment liquidity to meet budgeted expenditures for the next six months.

### SUBMITTED BY:

DocuSigned by:

*Chad Willardson*

Chad T. Willardson  
City Treasurer

DocuSigned by:

*Kim Sitton*

Kim Sitton  
Finance Director

DocuSigned by:

*Roger Bradley*

Roger Bradley  
Assistant City Manager

### REVIEWED BY:

DocuSigned by:

*Christine Thompson*

Christine Thompson  
Accounting Manager

Beginning balance April 30, 2022		\$	401,234,113
Acquisitions / Additions:			
Agency Notes	\$	-	
US Corporate Notes	\$	10,447,061	
LAIF	\$	37,200,000	
Money Market Fund	\$	4,077,652	\$ 51,724,713
Dispositions / Withdrawals:			
Agency Notes	\$	270,950	
US Corporate Notes	\$	7,298,557	
LAIF	\$	12,900,000	
Money Market Fund	\$	6,650,381	\$ 27,119,888
Gain/(Loss) on Dispositions		\$	(21,196)
Ending balance, May 31, 2022		\$	425,817,742

Prepared By: Chandler Asset Management



# City of Corona Consolidated - Account #10003

## MONTHLY ACCOUNT STATEMENT

MAY 1, 2022 THROUGH MAY 31, 2022

### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

Bank of New York Mellon  
Lauren Dehner  
(904) 645-1918

**CHANDLER ASSET MANAGEMENT**  
[chandlerasset.com](http://chandlerasset.com)

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*

## City of Corona Consolidated

Account #10003

## Portfolio Summary

As of May 31, 2022



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.79
Average Coupon	1.34%
Average Purchase YTM	1.29%
Average Market YTM	2.27%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.04 yrs
Average Life	1.86 yrs

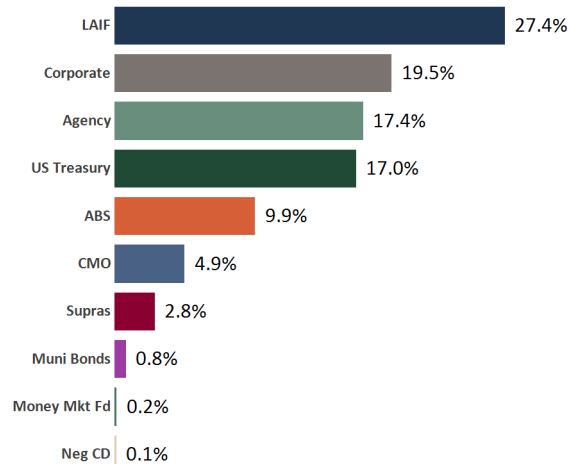
## ACCOUNT SUMMARY

	Beg. Values as of 4/30/22	End Values as of 5/31/22
Market Value	387,502,879	413,438,205
Accrued Interest	955,605	1,106,217
Total Market Value	<b>388,458,484</b>	<b>414,544,422</b>
Income Earned	445,910	455,437
Cont/WD		0
Par	399,907,195	424,667,592
Book Value	401,234,113	425,817,742
Cost Value	401,234,113	425,817,742

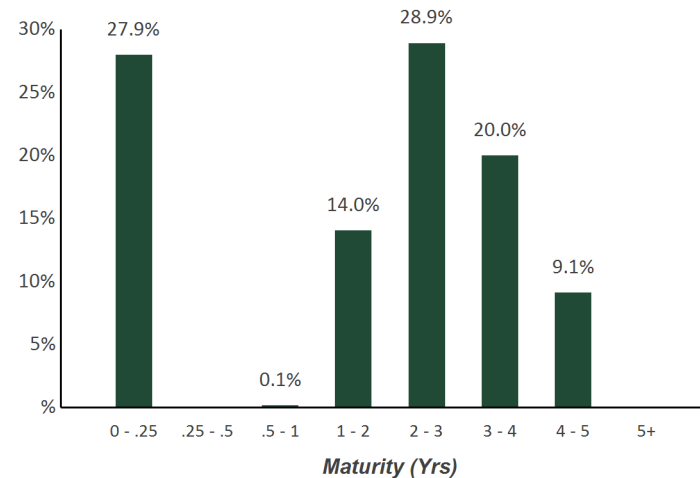
## TOP ISSUERS

Local Agency Investment Fund	27.4%
Government of United States	17.0%
Federal Home Loan Mortgage Corp	9.7%
Federal National Mortgage Assoc	7.2%
Federal Home Loan Bank	5.4%
Inter-American Dev Bank	1.4%
Honda ABS	1.4%
Intl Bank Recon and Development	1.4%
<b>Total</b>	<b>71.0%</b>

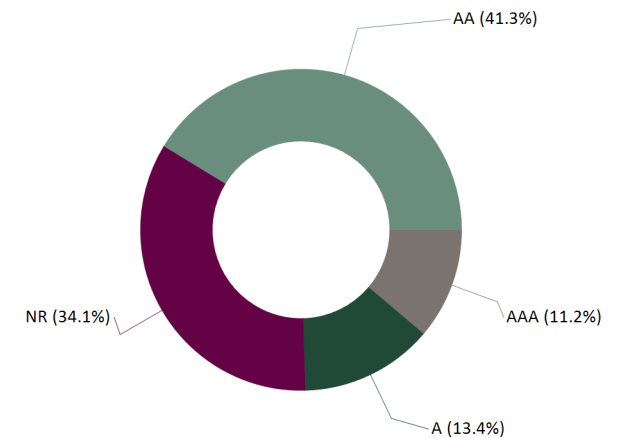
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



# Statement of Compliance

As of May 31, 2022



## City of Corona Consolidated

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

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

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,544.70	08/27/2019 1.90%	6,680.96 6,680.96	100.03 2.12%	6,546.58 8.46	0.00% (134.38)	Aaa / NR AAA	1.13 0.04
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	504,468.32	08/20/2019 1.79%	504,464.13 504,464.13	99.94 2.06%	504,177.75 399.09	0.12% (286.38)	Aaa / AAA NR	1.21 0.21
58769EAC2	Mercedes-Benz Auto Lease Trust 2020- B A3 0.4% Due 11/15/2023	844,862.14	09/15/2020 0.40%	844,819.30 844,819.30	99.39 2.14%	839,692.41 150.20	0.20% (5,126.89)	NR / AAA AAA	1.46 0.35
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	155,581.31	07/16/2019 2.23%	155,548.29 155,548.29	100.09 1.87%	155,717.60 152.82	0.04% 169.31	Aaa / NR AAA	1.54 0.25
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	556,980.52	10/01/2019 1.95%	556,937.57 556,937.57	100.00 1.96%	556,957.68 330.17	0.13% 20.11	NR / AAA AAA	1.90 0.30
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	1,900,000.00	06/08/2021 0.34%	1,899,715.00 1,899,715.00	97.79 2.73%	1,858,055.60 278.67	0.45% (41,659.40)	Aaa / AAA NR	2.05 0.92
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	842,733.01	10/16/2019 1.94%	842,688.52 842,688.52	99.91 2.22%	841,965.28 722.88	0.20% (723.24)	Aaa / AAA NR	2.13 0.32
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	631,627.08	05/18/2020 0.83%	631,577.37 631,577.37	99.16 2.41%	626,322.69 230.19	0.15% (5,254.68)	Aaa / AAA NR	2.13 0.53
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,132,379.21	Various 1.00%	1,134,819.63 1,134,819.63	99.33 2.53%	1,124,786.62 553.60	0.27% (10,033.01)	Aaa / NR AAA	2.21 0.47
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	1,457,694.37	09/22/2020 0.38%	1,457,480.23 1,457,480.23	98.69 2.46%	1,438,565.05 194.76	0.35% (18,915.18)	NR / AAA AAA	2.39 0.63
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	2,145,000.00	08/10/2021 0.39%	2,144,970.83 2,144,970.83	97.19 2.83%	2,084,755.53 255.61	0.50% (60,215.30)	NR / AAA AAA	2.39 1.16
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	491,978.79	07/14/2020 0.52%	491,903.82 491,903.82	98.78 2.47%	485,954.50 111.52	0.12% (5,949.32)	Aaa / NR AAA	2.46 0.63
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	950,000.00	09/08/2021 0.34%	949,901.96 949,901.96	97.55 2.74%	926,689.86 52.25	0.22% (23,212.10)	Aaa / NR AAA	2.58 1.03
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,136,219.11	10/06/2020 0.36%	1,136,007.43 1,136,007.43	98.78 2.51%	1,122,303.85 176.75	0.27% (13,703.58)	NR / AAA AAA	2.63 0.57

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<b>ABS</b>									
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	1,205,000.00	01/11/2022 1.16%	1,204,973.37 1,204,973.37	97.23 3.07%	1,171,567.28 621.24	0.28% (33,406.09)	Aaa / AAA NR	2.63 1.47
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,260,000.00	08/04/2020 0.48%	2,259,525.40 2,259,525.40	98.55 2.61%	2,227,126.04 324.56	0.54% (32,399.36)	Aaa / NR AAA	2.73 0.68
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	2,565,000.00	02/23/2022 1.98%	2,564,596.27 2,564,596.27	97.97 3.17%	2,512,861.25 1,536.15	0.61% (51,735.02)	NR / AAA AAA	2.73 1.70
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	2,105,000.00	02/15/2022 1.91%	2,104,981.90 2,104,981.90	97.88 3.25%	2,060,418.21 1,222.07	0.50% (44,563.69)	Aaa / NR AAA	2.81 1.59
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	1,000,000.00	01/11/2022 1.11%	999,850.50 999,850.50	97.26 3.13%	972,617.00 183.33	0.23% (27,233.50)	NR / AAA AAA	2.82 1.36
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	770,000.00	02/17/2021 0.27%	769,985.91 769,985.91	97.85 2.96%	753,441.92 57.75	0.18% (16,543.99)	Aaa / NR AAA	2.89 0.80
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	1,640,000.00	10/20/2020 0.39%	1,639,622.31 1,639,622.31	98.29 2.70%	1,611,874.00 276.98	0.39% (27,748.31)	NR / AAA AAA	2.96 0.74
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	2,825,000.00	02/02/2021 0.27%	2,824,475.68 2,824,475.68	97.99 2.72%	2,768,180.78 326.44	0.67% (56,294.90)	Aaa / NR AAA	2.96 0.82
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	1,340,000.00	04/20/2021 0.38%	1,339,859.03 1,339,859.03	97.14 3.00%	1,301,666.63 226.31	0.31% (38,192.40)	NR / AAA AAA	3.30 1.10
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	1,025,000.00	11/16/2021 0.89%	1,024,783.93 1,024,783.93	96.10 3.20%	985,044.48 250.56	0.24% (39,739.45)	Aaa / NR AAA	3.65 1.70
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,290,000.00	07/13/2021 0.52%	1,289,884.93 1,289,884.93	95.16 3.53%	1,227,511.11 298.13	0.30% (62,373.82)	Aaa / NR AAA	3.79 1.63
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	955,000.00	11/09/2021 0.71%	954,979.66 954,979.66	95.88 3.71%	915,691.25 301.36	0.22% (39,288.41)	NR / AAA AAA	3.88 1.39
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	730,000.00	11/09/2021 0.75%	729,837.06 729,837.06	95.92 3.22%	700,216.00 240.09	0.17% (29,621.06)	NR / AAA AAA	3.96 1.67

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<b>ABS</b>									
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	1,650,000.00	02/15/2022 1.89%	1,649,751.84 1,649,751.84	97.03 3.37%	1,600,917.47 1,378.67	0.39% (48,834.37)	Aaa / AAA NR	3.96 2.02
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	1,065,000.00	05/10/2022 3.23%	1,064,944.62 1,064,944.62	99.89 3.28%	1,063,851.93 1,234.51	0.26% (1,092.69)	Aaa / AAA NR	4.24 2.04
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	780,000.00	10/13/2021 0.68%	779,980.11 779,980.11	96.24 3.15%	750,695.40 221.00	0.18% (29,284.71)	Aaa / AAA NR	4.30 1.54
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	1,010,000.00	03/10/2022 2.34%	1,009,776.59 1,009,776.59	97.52 3.69%	984,937.86 1,041.42	0.24% (24,838.73)	Aaa / NR AAA	4.30 1.84
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	1,350,000.00	03/09/2022 2.23%	1,349,948.03 1,349,948.03	97.76 3.36%	1,319,723.56 1,332.00	0.32% (30,224.47)	NR / AAA AAA	4.38 2.00
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	660,000.00	01/11/2022 1.27%	659,942.65 659,942.65	96.82 3.29%	639,020.59 346.50	0.15% (20,922.06)	NR / AAA AAA	4.47 1.58
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	2,765,000.00	05/17/2022 3.42%	2,764,388.38 2,764,388.38	100.51 3.23%	2,779,145.74 1,822.60	0.67% 14,757.36	NR / AAA AAA	4.96 2.77
<b>Total ABS</b>		<b>41,746,068.56</b>	<b>1.18%</b>	<b>41,743,603.21</b> <b>41,743,603.21</b>	<b>2.94%</b>	<b>40,918,999.50</b> <b>16,858.64</b>	<b>9.87%</b> <b>(824,603.71)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>3.10</b> <b>1.27</b>

<b>AGENCY</b>									
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	1,800,000.00	07/20/2018 2.86%	1,790,964.00 1,790,964.00	100.66 2.11%	1,811,883.60 22,275.00	0.44% 20,919.60	Aaa / AA+ AAA	1.05 1.02
3130A0F70	FHLB Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019 2.73%	3,602,165.00 3,602,165.00	101.40 2.43%	3,549,024.50 56,765.63	0.87% (53,140.50)	Aaa / AA+ AAA	1.52 1.45
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019 2.27%	1,045,410.00 1,045,410.00	101.26 2.52%	1,012,579.00 7,493.06	0.25% (32,831.00)	Aaa / AA+ NR	1.77 1.70
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019 2.37%	4,000,280.00 4,000,280.00	99.68 2.56%	3,987,232.00 21,902.78	0.97% (13,048.00)	Aaa / AA+ NR	1.77 1.71
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	100.60 2.57%	5,532,763.51 73,352.43	1.35% (207,236.89)	Aaa / AA+ NR	2.04 1.94
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	100.46 2.67%	4,018,212.00 24,916.67	0.98% (188,548.00)	Aaa / AA+ AAA	2.29 2.18



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<b>AGENCY</b>									
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00 3,564,275.00	97.51 2.72%	3,412,769.50 7,267.36	0.83% (151,505.50)	Aaa / AA+ AAA	2.38 2.30
3130AQF40	FHLB Note 1% Due 12/20/2024	4,300,000.00	12/21/2021 1.02%	4,297,205.00 4,297,205.00	95.87 2.68%	4,122,478.80 18,991.67	1.00% (174,726.20)	Aaa / AA+ AAA	2.56 2.48
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	97.32 2.70%	4,106,760.52 27,430.00	1.00% (176,117.68)	Aaa / AA+ AAA	2.61 2.51
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	96.78 2.75%	6,362,969.40 29,861.46	1.54% (206,967.85)	Aaa / AA+ AAA	2.71 2.60
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	94.09 2.77%	4,958,342.74 3,568.23	1.20% (300,801.06)	Aaa / AA+ AAA	2.90 2.83
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	93.41 2.77%	5,791,277.40 14,122.22	1.40% (405,454.50)	Aaa / AA+ AAA	3.05 2.98
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	92.86 2.76%	5,850,469.80 8,531.25	1.41% (427,429.80)	Aaa / AA+ AAA	3.14 3.08
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	92.57 2.79%	5,818,118.78 6,285.00	1.41% (442,320.42)	Aaa / AA+ AAA	3.24 3.17
3137EAX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	92.41 2.79%	5,816,894.75 4,458.96	1.40% (459,451.30)	Aaa / AA+ AAA	3.32 3.25
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	92.56 2.79%	5,831,280.00 2,100.00	1.41% (448,615.00)	Aaa / AA+ AAA	3.44 3.36
<b>Total Agency</b>		<b>75,045,000.00</b>	<b>1.17%</b>	<b>75,650,330.40</b> <b>75,650,330.40</b>	<b>2.69%</b>	<b>71,983,056.30</b> <b>329,321.72</b>	<b>17.44%</b> <b>(3,667,274.10)</b>	<b>Aaa / AA+ AAA</b>	<b>2.66</b> <b>2.58</b>
<b>CMO</b>									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	1,591,288.32	Various 2.22%	1,647,172.65 1,647,172.65	100.06 1.67%	1,592,181.11 4,097.56	0.39% (54,991.54)	Aaa / NR NR	0.24 0.18
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	3,850,000.00	08/28/2018 3.03%	3,931,662.11 3,931,662.11	100.86 2.47%	3,883,294.80 11,328.63	0.94% (48,367.31)	NR / NR AAA	1.15 1.01
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019 2.18%	3,458,875.00 3,458,875.00	100.64 2.22%	3,371,594.10 1,708.50	0.81% (87,280.90)	Aaa / NR NR	1.15 0.98
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,750,000.00	Various 2.97%	3,837,910.16 3,837,910.16	100.85 2.66%	3,781,856.25 2,204.38	0.91% (56,053.91)	Aaa / NR AAA	1.40 1.21

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CMO</b>									
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,276,032.16	04/22/2019 2.72%	3,299,450.68 3,299,450.68	99.96 2.83%	3,274,833.13 7,930.73	0.79% (24,617.55)	NR / AAA NR	1.90 1.67
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021 1.35%	1,586,425.78 1,586,425.78	97.98 3.15%	1,469,658.00 3,316.25	0.36% (116,767.78)	NR / NR AAA	4.24 3.90
3137BSRE5	FHLMC K059 A2 3.12% Due 9/25/2026	3,000,000.00	02/18/2022 1.98%	3,128,437.50 3,128,437.50	99.73 3.16%	2,992,014.00 7,800.00	0.72% (136,423.50)	NR / AAA AAA	4.32 3.89
<b>Total CMO</b>		<b>20,317,320.48</b>	<b>2.48%</b>	<b>20,889,933.88</b>	<b>2.61%</b>	<b>20,365,431.39</b> <b>38,386.05</b>	<b>4.92%</b> <b>(524,502.49)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>1.94</b> <b>1.72</b>
<b>CORPORATE</b>									
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	930,000.00	07/11/2018 3.49%	928,391.10 928,391.10	100.92 2.61%	938,553.21 12,210.13	0.23% 10,162.11	A3 / A- A	1.12 1.08
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	2,000,000.00	05/16/2019 2.79%	2,052,600.00 2,052,600.00	101.16 2.46%	2,023,110.00 21,083.33	0.49% (29,490.00)	A1 / A AA-	1.20 1.16
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	2,260,000.00	10/03/2018 3.64%	2,258,146.80 2,258,146.80	101.05 2.83%	2,283,664.46 11,606.04	0.55% 25,517.66	A3 / A- A	1.36 1.31
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	03/01/2021 0.47%	2,138,480.60 2,138,480.60	96.44 2.70%	2,063,726.12 3,584.50	0.50% (74,754.48)	A2 / A A	1.63 1.60
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	2,550,000.00	Various 3.18%	2,570,550.00 2,570,550.00	100.42 2.73%	2,560,582.50 21,625.42	0.62% (9,967.50)	A2 / A- AA-	1.76 1.69
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,270,000.00	03/26/2019 2.97%	1,286,078.20 1,286,078.20	100.46 2.98%	1,275,872.48 9,172.22	0.31% (10,205.72)	A1 / A AA-	1.78 1.71
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,775,000.00	03/16/2021 0.77%	1,774,112.50 1,774,112.50	96.66 2.66%	1,715,778.90 2,699.48	0.41% (58,333.60)	A2 / A A	1.80 1.76
06367TQW3	Bank of Montreal Note 0.625% Due 7/9/2024	1,500,000.00	02/09/2022 1.89%	1,455,540.00 1,455,540.00	94.87 3.16%	1,423,108.50 3,697.92	0.34% (32,431.50)	A2 / A- AA-	2.11 2.06
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	3,100,000.00	Various 0.92%	3,076,192.60 3,076,192.60	95.40 2.88%	2,957,322.50 7,319.44	0.72% (118,870.10)	A2 / A+ NR	2.13 2.08
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85 713,419.85	98.15 3.02%	701,742.47 4,526.35	0.17% (11,677.38)	A1 / A+ NR	2.21 2.12

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<b>CORPORATE</b>									
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	97.85 3.18%	3,522,520.80 6,750.00	0.85% (75,607.20)	A1 / A AA-	2.42 2.32
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	98.20 2.92%	2,546,359.71 3,561.77	0.62% (78,124.50)	A2 / A A	2.44 2.35
74153WCQ0	Priscoa Global Funding Note 1.15% Due 12/6/2024	1,975,000.00	12/01/2021 1.19%	1,972,965.75 1,972,965.75	95.03 3.22%	1,876,919.53 10,914.62	0.46% (96,046.22)	Aa3 / AA- AA-	2.52 2.43
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	2,700,000.00	01/10/2022 1.50%	2,696,382.00 2,696,382.00	96.01 3.05%	2,592,202.50 15,007.50	0.63% (104,179.50)	A1 / A+ A+	2.62 2.52
64952WEK5	New York Life Global Note 1.45% Due 1/14/2025	3,745,000.00	01/11/2022 1.49%	3,740,955.40 3,740,955.40	95.82 3.12%	3,588,402.83 20,665.12	0.87% (152,552.57)	Aaa / AA+ AAA	2.63 2.52
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	97.10 3.20%	4,024,890.34 30,684.51	0.98% (111,280.81)	A1 / AA- AA-	2.65 2.52
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	2,970,000.00	03/31/2022 2.86%	2,969,227.80 2,969,227.80	99.07 3.19%	2,942,396.82 12,696.75	0.71% (26,830.98)	A1 / A+ NR	2.85 2.70
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	1,270,000.00	04/07/2022 3.39%	1,269,530.10 1,269,530.10	99.65 3.50%	1,265,589.29 5,595.94	0.31% (3,940.81)	A1 / A AA-	2.87 2.70
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02 2,862,660.02	95.35 3.54%	2,632,674.24 4,256.54	0.64% (229,985.78)	A2 / A- AA-	2.92 2.80
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	1,460,000.00	05/10/2022 3.44%	1,458,145.80 1,458,145.80	100.73 3.14%	1,470,625.88 2,482.00	0.36% 12,480.08	A2 / A A	2.95 2.78
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 0.92%	3,299,268.65 3,299,268.65	94.72 2.84%	3,120,915.27 13,575.40	0.76% (178,353.38)	A2 / A- AA-	3.01 2.91
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	940,000.00	04/27/2022 3.46%	939,746.20 939,746.20	99.99 3.45%	939,928.56 2,432.25	0.23% 182.36	A2 / A- A	3.04 2.86
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 1.05%	1,565,968.20 1,565,968.20	94.62 2.95%	1,480,831.17 6,655.68	0.36% (85,137.03)	A2 / A- AA-	3.07 2.97
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	3,000,000.00	Various 1.12%	2,969,700.00 2,969,700.00	90.80 3.68%	2,723,949.00 12,468.76	0.66% (245,751.00)	Aa2 / AA+ NR	3.53 3.40
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	1,870,000.00	12/06/2021 1.47%	1,820,388.90 1,820,388.90	90.93 3.49%	1,700,396.61 5,693.11	0.41% (119,992.29)	Aaa / AA+ AAA	3.63 3.50

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<b>CORPORATE</b>									
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 1.41%	1,037,330.00 1,037,330.00	95.07 3.59%	950,727.00 2,256.58	0.23% (86,603.00)	A2 / A- AA-	3.90 3.68
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	1,600,000.00	05/18/2022 3.87%	1,511,376.00 1,511,376.00	95.42 3.61%	1,526,640.00 3,209.07	0.37% 15,264.00	A1 / A- A	3.91 3.69
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	92.26 3.10%	4,488,604.68 2,567.64	1.08% (355,378.52)	A1 / AA AA-	3.95 3.82
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	92.13 3.29%	741,625.57 411.44	0.18% (65,979.48)	A3 / A+ A	3.96 3.81
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	91.45 3.40%	3,040,652.65 16,936.72	0.74% (282,884.35)	A1 / A+ A+	4.05 3.88
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 1.39%	3,007,920.00 3,007,920.00	92.48 3.47%	2,774,445.00 17,806.50	0.67% (233,475.00)	A2 / A- AA-	4.05 3.86
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	91.00 3.56%	2,067,560.90 10,224.00	0.50% (203,809.02)	Aa3 / AA+ AA+	4.13 3.94
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	90.29 3.72%	1,548,428.91 4,585.24	0.37% (164,993.29)	Aa3 / AA- AA-	4.29 4.09
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	91.82 3.10%	720,786.22 1,694.29	0.17% (62,730.13)	Aa2 / AA AA	4.30 4.13
59217GER6	Metlife Note 1.875% Due 1/11/2027	2,485,000.00	01/03/2022 1.90%	2,482,167.10 2,482,167.10	92.68 3.61%	2,303,023.45 18,119.79	0.56% (179,143.65)	Aa3 / AA- AA-	4.62 4.32
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	1,300,000.00	03/09/2022 2.73%	1,282,866.00 1,282,866.00	95.27 3.54%	1,238,541.20 7,785.56	0.30% (44,324.80)	A2 / A A	4.76 4.41
89114TZZ2	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	1,900,000.00	03/09/2022 2.97%	1,884,933.00 1,884,933.00	95.65 3.80%	1,817,338.60 11,970.00	0.44% (67,594.40)	A1 / A NR	4.78 4.38
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	1,345,000.00	05/05/2022 4.04%	1,342,821.10 1,342,821.10	102.52 3.43%	1,378,876.52 3,138.33	0.33% 36,055.42	A2 / A+ A+	4.95 4.39

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<b>CORPORATE</b>									
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	1,365,000.00	05/17/2022 3.69%	1,365,638.40 1,365,638.40	101.02 3.47%	1,378,928.46 1,543.21	0.33% 13,290.06	A3 / A+ A	4.96 4.43
<b>Total Corporate</b>		<b>83,891,000.00</b>	<b>1.88%</b>	<b>83,835,719.15</b> <b>83,835,719.15</b>	<b>3.19%</b>	<b>80,348,242.85</b> <b>353,213.15</b>	<b>19.47%</b> <b>(3,487,476.30)</b>	<b>A1 / A+</b> <b>AA-</b>	<b>3.05</b> <b>2.90</b>
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	113,494,697.40	Various 0.73%	113,494,697.40 113,494,697.40	1.00 0.73%	113,494,697.40 101,498.22	27.40% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>113,494,697.40</b>	<b>0.73%</b>	<b>113,494,697.40</b> <b>113,494,697.40</b>	<b>0.73%</b>	<b>113,494,697.40</b> <b>101,498.22</b>	<b>27.40%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>MONEY MARKET FUND</b>									
60934N807	Federated Investors Govt Oblig Fund Inst.	628,505.60	Various 0.43%	628,505.60 628,505.60	1.00 0.43%	628,505.60 0.00	0.15% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund</b>		<b>628,505.60</b>	<b>0.43%</b>	<b>628,505.60</b> <b>628,505.60</b>	<b>0.43%</b>	<b>628,505.60</b> <b>0.00</b>	<b>0.15%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>
<b>MUNICIPAL BONDS</b>									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	98.31 3.15%	3,327,928.90 13,540.00	0.81% (134,824.55)	Aa2 / AA- AA	2.34 2.24
<b>Total Municipal Bonds</b>		<b>3,385,000.00</b>	<b>1.91%</b>	<b>3,462,753.45</b> <b>3,462,753.45</b>	<b>3.15%</b>	<b>3,327,928.90</b> <b>13,540.00</b>	<b>0.81%</b> <b>(134,824.55)</b>	<b>Aa2 / AA-</b> <b>AA</b>	<b>2.34</b> <b>2.24</b>
<b>NEGOTIABLE CD</b>									
78012U3M5	Royal Bank of Canada Yankee CD 1.35% Due 2/14/2023	500,000.00	02/11/2022 1.35%	500,000.00 500,000.00	99.22 2.44%	496,115.50 2,006.25	0.12% (3,884.50)	P-1 / A-1+ F-1+	0.71 0.70
<b>Total Negotiable CD</b>		<b>500,000.00</b>	<b>1.35%</b>	<b>500,000.00</b> <b>500,000.00</b>	<b>2.44%</b>	<b>496,115.50</b> <b>2,006.25</b>	<b>0.12%</b> <b>(3,884.50)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>0.71</b> <b>0.70</b>

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<b>SUPRANATIONAL</b>									
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	92.44 2.84%	5,824,009.80 2,887.50	1.41% (448,351.05)	Aaa / AAA AAA	3.41 3.33
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	92.57 2.91%	5,915,171.88 6,367.81	1.43% (445,561.92)	Aaa / AAA AAA	3.89 3.77
<b>Total Supranational</b>		<b>12,690,000.00</b>	<b>0.78%</b>	<b>12,633,094.65</b> <b>12,633,094.65</b>	<b>2.88%</b>	<b>11,739,181.68</b> <b>9,255.31</b>	<b>2.83%</b> <b>(893,912.97)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>3.65</b> <b>3.55</b>
<b>US TREASURY</b>									
912828T91	US Treasury Note 1.625% Due 10/31/2023	1,050,000.00	05/29/2019 2.05%	1,031,091.80 1,031,091.80	99.05 2.31%	1,040,033.40 1,483.70	0.25% 8,941.60	Aaa / AA+ AAA	1.42 1.39
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97 4,588,417.97	99.82 2.37%	4,491,738.00 42,513.81	1.09% (96,679.97)	Aaa / AA+ AAA	1.59 1.53
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88 5,121,796.88	100.54 2.43%	5,026,760.00 40,262.43	1.22% (95,036.88)	Aaa / AA+ AAA	1.71 1.65
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,900,000.00	03/30/2021 0.33%	2,892,976.56 2,892,976.56	96.18 2.45%	2,789,098.20 1,536.68	0.67% (103,878.36)	Aaa / AA+ AAA	1.79 1.77
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25 4,833,281.25	99.09 2.49%	4,756,123.20 8,347.82	1.15% (77,158.05)	Aaa / AA+ AAA	1.92 1.86
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	98.90 2.55%	4,846,021.60 41,149.18	1.18% (96,232.31)	Aaa / AA+ AAA	2.08 2.01
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	99.51 2.60%	4,975,390.00 34,772.10	1.21% (164,844.38)	Aaa / AA+ AAA	2.21 2.12
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	99.07 2.65%	3,962,968.00 7,826.09	0.96% (127,500.75)	Aaa / AA+ AAA	2.42 2.33
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	95.88 2.69%	6,711,250.00 19,901.49	1.62% (396,757.81)	Aaa / AA+ AAA	2.75 2.67
91282CED9	US Treasury Note 1.75% Due 3/15/2025	7,000,000.00	04/05/2022 2.65%	6,823,085.94 6,823,085.94	97.43 2.71%	6,820,079.00 25,964.67	1.65% (3,006.94)	Aaa / AA+ AAA	2.79 2.69
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	92.43 2.76%	5,545,548.00 5,013.81	1.34% (333,514.50)	Aaa / AA+ AAA	3.17 3.11
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	92.01 2.78%	2,944,249.60 1,355.19	0.71% (186,125.40)	Aaa / AA+ AAA	3.34 3.27

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<b>US TREASURY</b>									
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	91.82 2.78%	5,508,984.00 1,304.35	1.33% (414,141.00)	Aaa / AA+ AAA	3.42 3.36
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	91.97 2.80%	3,494,962.60 38.93	0.84% (236,904.59)	Aaa / AA+ AAA	3.50 3.43
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	91.74 2.83%	1,440,291.31 2,975.75	0.35% (118,608.30)	Aaa / AA+ AAA	4.25 4.12
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021 1.19%	3,083,172.27 3,083,172.27	92.07 2.83%	2,881,922.46 4,639.41	0.70% (201,249.81)	Aaa / AA+ AAA	4.34 4.19
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	3,120,000.00	11/15/2021 1.25%	3,100,987.50 3,100,987.50	92.97 2.83%	2,900,626.56 3,052.17	0.70% (200,360.94)	Aaa / AA+ AAA	4.42 4.25
<b>Total US Treasury</b>		<b>72,970,000.00</b>	<b>1.40%</b>	<b>72,979,104.32</b>	<b>2.64%</b>	<b>70,136,045.93</b> <b>242,137.58</b>	<b>16.98%</b> <b>(2,843,058.39)</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.70</b> <b>2.62</b>
<b>TOTAL PORTFOLIO</b>		<b>424,667,592.04</b>	<b>1.29%</b>	<b>425,817,742.06</b> <b>425,817,742.06</b>	<b>2.27%</b>	<b>413,438,205.05</b> <b>1,106,216.92</b>	<b>100.00%</b> <b>(12,379,537.01)</b>	<b>Aa1 / AA</b> <b>AAA</b>	<b>2.04</b> <b>1.79</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>414,544,421.97</b>			

## City of Corona Consolidated

Account #10003

## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	05/01/2022	60934N807	66,039.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	66,039.25	0.00	66,039.25	0.00
Purchase	05/03/2022	60934N807	14.03	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	14.03	0.00	14.03	0.00
Purchase	05/04/2022	63743HFE7	940,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	99.973	3.46%	939,746.20	0.00	939,746.20	0.00
Purchase	05/07/2022	60934N807	15,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	15,750.00	0.00	15,750.00	0.00
Purchase	05/08/2022	60934N807	27,874.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	27,874.75	0.00	27,874.75	0.00
Purchase	05/10/2022	665859AW4	1,345,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	99.838	4.04%	1,342,821.10	0.00	1,342,821.10	0.00
Purchase	05/11/2022	60934N807	3,068,211.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,068,211.75	0.00	3,068,211.75	0.00
Purchase	05/12/2022	60934N807	24,325.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	24,325.00	0.00	24,325.00	0.00
Purchase	05/13/2022	14913R2V8	1,460,000.00	Caterpillar Financial Service Note 3.4% Due 5/13/2025	99.873	3.44%	1,458,145.80	0.00	1,458,145.80	0.00
Purchase	05/15/2022	60934N807	4,628.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,628.75	0.00	4,628.75	0.00
Purchase	05/16/2022	60934N807	559.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	559.00	0.00	559.00	0.00
Purchase	05/16/2022	60934N807	565.04	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	565.04	0.00	565.04	0.00
Purchase	05/16/2022	60934N807	612.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	612.08	0.00	612.08	0.00
Purchase	05/16/2022	60934N807	693.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	693.00	0.00	693.00	0.00
Purchase	05/16/2022	60934N807	442.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	442.00	0.00	442.00	0.00
Purchase	05/16/2022	60934N807	1,952.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,952.67	0.00	1,952.67	0.00



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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	05/16/2022	60934N807	450.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	450.17	0.00	450.17	0.00
Purchase	05/16/2022	60934N807	424.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	424.33	0.00	424.33	0.00
Purchase	05/16/2022	60934N807	2,497.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,497.50	0.00	2,497.50	0.00
Purchase	05/16/2022	60934N807	1,164.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,164.83	0.00	1,164.83	0.00
Purchase	05/16/2022	60934N807	522.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	522.50	0.00	522.50	0.00
Purchase	05/16/2022	60934N807	519.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	519.33	0.00	519.33	0.00
Purchase	05/16/2022	60934N807	2,585.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,585.00	0.00	2,585.00	0.00
Purchase	05/16/2022	60934N807	55,571.70	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	55,571.70	0.00	55,571.70	0.00
Purchase	05/16/2022	60934N807	104,632.26	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	104,632.26	0.00	104,632.26	0.00
Purchase	05/16/2022	60934N807	54,173.55	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	54,173.55	0.00	54,173.55	0.00
Purchase	05/16/2022	60934N807	63,197.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	63,197.50	0.00	63,197.50	0.00
Purchase	05/16/2022	60934N807	96,536.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	96,536.88	0.00	96,536.88	0.00
Purchase	05/16/2022	60934N807	151,492.73	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	151,492.73	0.00	151,492.73	0.00
Purchase	05/16/2022	60934N807	72,188.77	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	72,188.77	0.00	72,188.77	0.00
Purchase	05/16/2022	60934N807	102,819.10	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	102,819.10	0.00	102,819.10	0.00
Purchase	05/16/2022	60934N807	89,010.20	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	89,010.20	0.00	89,010.20	0.00

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## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	05/18/2022	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	99.995	3.23%	1,064,944.62	0.00	1,064,944.62	0.00
Purchase	05/18/2022	60934N807	2,047,842.22	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,047,842.22	0.00	2,047,842.22	0.00
Purchase	05/18/2022	60934N807	108,327.24	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	108,327.24	0.00	108,327.24	0.00
Purchase	05/20/2022	60934N807	697.13	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	697.13	0.00	697.13	0.00
Purchase	05/20/2022	60934N807	3,332.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,332.92	0.00	3,332.92	0.00
Purchase	05/20/2022	60934N807	4,189.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,189.50	0.00	4,189.50	0.00
Purchase	05/20/2022	60934N807	885.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	885.17	0.00	885.17	0.00
Purchase	05/20/2022	60934N807	91,102.26	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	91,102.26	0.00	91,102.26	0.00
Purchase	05/20/2022	6174468Q5	1,600,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	94.461	3.87%	1,511,376.00	2,139.38	1,513,515.38	0.00
Purchase	05/20/2022	91324PEG3	525,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	100.077	3.68%	525,404.25	0.00	525,404.25	0.00
Purchase	05/20/2022	91324PEG3	525,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	100.077	3.68%	525,404.25	0.00	525,404.25	0.00
Purchase	05/20/2022	91324PEG3	315,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	99.946	3.71%	314,829.90	0.00	314,829.90	0.00
Purchase	05/23/2022	60934N807	751.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	751.67	0.00	751.67	0.00
Purchase	05/23/2022	60934N807	173.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	173.25	0.00	173.25	0.00

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## Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	05/24/2022	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	99.978	3.42%	2,764,388.38	0.00	2,764,388.38	0.00
Purchase	05/25/2022	60934N807	7,800.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	7,800.00	0.00	7,800.00	0.00
Purchase	05/25/2022	60934N807	916.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	916.67	0.00	916.67	0.00
Purchase	05/25/2022	60934N807	261.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	261.25	0.00	261.25	0.00
Purchase	05/25/2022	60934N807	8,542.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	8,542.50	0.00	8,542.50	0.00
Purchase	05/25/2022	60934N807	11,328.63	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,328.63	0.00	11,328.63	0.00
Purchase	05/25/2022	60934N807	11,021.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,021.88	0.00	11,021.88	0.00
Purchase	05/25/2022	60934N807	3,316.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,316.25	0.00	3,316.25	0.00
Purchase	05/25/2022	60934N807	271,400.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	271,400.50	0.00	271,400.50	0.00
Purchase	05/25/2022	60934N807	12,274.98	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	12,274.98	0.00	12,274.98	0.00
Purchase	05/31/2022	60934N807	7,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.43%	7,125.00	0.00	7,125.00	0.00
<b>Subtotal</b>			<b>17,140,742.69</b>				<b>17,047,803.19</b>	<b>2,139.38</b>	<b>17,049,942.57</b>	<b>0.00</b>
Security Contribution	05/02/2022	90LAIF\$00	2,650,000.00	Local Agency Investment Fund State Pool	1.000		2,650,000.00	0.00	2,650,000.00	0.00
Security Contribution	05/02/2022	90LAIF\$00	2,650,000.00	Local Agency Investment Fund State Pool	1.000		2,650,000.00	0.00	2,650,000.00	0.00
Security Contribution	05/03/2022	90LAIF\$00	600,000.00	Local Agency Investment Fund State Pool	1.000		600,000.00	0.00	600,000.00	0.00
Security Contribution	05/05/2022	90LAIF\$00	800,000.00	Local Agency Investment Fund State Pool	1.000		800,000.00	0.00	800,000.00	0.00

## City of Corona Consolidated

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## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Security Contribution	05/10/2022	90LAIF\$00	1,400,000.00	Local Agency Investment Fund State Pool	1.000		1,400,000.00	0.00	1,400,000.00	0.00
Security Contribution	05/17/2022	90LAIF\$00	900,000.00	Local Agency Investment Fund State Pool	1.000		900,000.00	0.00	900,000.00	0.00
Security Contribution	05/23/2022	90LAIF\$00	1,100,000.00	Local Agency Investment Fund State Pool	1.000		1,100,000.00	0.00	1,100,000.00	0.00
Security Contribution	05/24/2022	90LAIF\$00	800,000.00	Local Agency Investment Fund State Pool	1.000		800,000.00	0.00	800,000.00	0.00
Security Contribution	05/27/2022	90LAIF\$00	13,000,000.00	Local Agency Investment Fund State Pool	1.000		13,000,000.00	0.00	13,000,000.00	0.00
Security Contribution	05/27/2022	90LAIF\$00	13,000,000.00	Local Agency Investment Fund State Pool	1.000		13,000,000.00	0.00	13,000,000.00	0.00
Security Contribution	05/31/2022	90LAIF\$00	300,000.00	Local Agency Investment Fund State Pool	1.000		300,000.00	0.00	300,000.00	0.00
<b>Subtotal</b>			<b>37,200,000.00</b>				<b>37,200,000.00</b>	<b>0.00</b>	<b>37,200,000.00</b>	<b>0.00</b>
Short Sale	05/13/2022	60934N807	-1,458,145.80	Federated Investors Govt Oblig Fund Inst.	1.000		-1,458,145.80	0.00	-1,458,145.80	0.00
Short Sale	05/18/2022	60934N807	-1,064,944.62	Federated Investors Govt Oblig Fund Inst.	1.000		-1,064,944.62	0.00	-1,064,944.62	0.00
<b>Subtotal</b>			<b>-2,523,090.42</b>				<b>-2,523,090.42</b>	<b>0.00</b>	<b>-2,523,090.42</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>51,817,652.27</b>				<b>51,724,712.77</b>	<b>2,139.38</b>	<b>51,726,852.15</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Closing Purchase	05/13/2022	60934N807	-1,458,145.80	Federated Investors Govt Oblig Fund Inst.	1.000		-1,458,145.80	0.00	-1,458,145.80	0.00
Closing Purchase	05/18/2022	60934N807	-1,064,944.62	Federated Investors Govt Oblig Fund Inst.	1.000		-1,064,944.62	0.00	-1,064,944.62	0.00
<b>Subtotal</b>			<b>-2,523,090.42</b>				<b>-2,523,090.42</b>	<b>0.00</b>	<b>-2,523,090.42</b>	<b>0.00</b>
Sale	05/04/2022	60934N807	939,746.20	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	939,746.20	0.00	939,746.20	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Sale	05/10/2022	60934N807	1,342,821.10	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,342,821.10	0.00	1,342,821.10	0.00
Sale	05/13/2022	60934N807	1,458,145.80	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,458,145.80	0.00	1,458,145.80	0.00
Sale	05/18/2022	60934N807	1,064,944.62	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,064,944.62	0.00	1,064,944.62	0.00
Sale	05/18/2022	931142EK5	2,000,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	101.051	2.43%	2,021,020.00	26,822.22	2,047,842.22	-35,880.00
Sale	05/20/2022	06406RAJ6	1,254,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	100.784	2.79%	1,263,831.36	11,897.33	1,275,728.69	-23,148.84
Sale	05/20/2022	60934N807	1,365,638.40	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,365,638.40	0.00	1,365,638.40	0.00
Sale	05/20/2022	60934N807	237,786.69	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	237,786.69	0.00	237,786.69	0.00
Sale	05/24/2022	60934N807	2,764,388.38	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,764,388.38	0.00	2,764,388.38	0.00
<b>Subtotal</b>			<b>12,427,471.19</b>				<b>12,458,322.55</b>	<b>38,719.55</b>	<b>12,497,042.10</b>	<b>-59,028.84</b>
Call	05/11/2022	166764AH3	3,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	101.059	1.96%	3,031,781.17	36,430.58	3,068,211.75	49,481.17
<b>Subtotal</b>			<b>3,000,000.00</b>				<b>3,031,781.17</b>	<b>36,430.58</b>	<b>3,068,211.75</b>	<b>49,481.17</b>
Paydown	05/16/2022	362554AC1	0.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	100.000		0.00	442.00	442.00	0.00
Paydown	05/16/2022	380146AC4	0.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	100.000		0.00	693.00	693.00	0.00
Paydown	05/16/2022	43813DAC2	55,102.43	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		55,102.43	469.27	55,571.70	4.34
Paydown	05/16/2022	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	2,585.00	2,585.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	05/16/2022	43815NAC8	103,730.10	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		103,730.10	902.16	104,632.26	0.86
Paydown	05/16/2022	44891RAC4	0.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		0.00	519.33	519.33	0.00
Paydown	05/16/2022	44891VAC5	0.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	100.000		0.00	522.50	522.50	0.00
Paydown	05/16/2022	44891WAC3	0.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	100.000		0.00	1,164.83	1,164.83	0.00
Paydown	05/16/2022	448977AD0	0.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	100.000		0.00	2,497.50	2,497.50	0.00
Paydown	05/16/2022	44933LAC7	0.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		0.00	424.33	424.33	0.00
Paydown	05/16/2022	44935FAD6	0.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	100.000		0.00	450.17	450.17	0.00
Paydown	05/16/2022	477870AC3	53,787.96	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		53,787.96	385.59	54,173.55	11.42
Paydown	05/16/2022	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	1,952.67	1,952.67	0.00
Paydown	05/16/2022	47787NAC3	62,961.65	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		62,961.65	235.85	63,197.50	9.60
Paydown	05/16/2022	47789JAD8	96,287.51	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		96,287.51	249.37	96,536.88	-2,004.74
Paydown	05/16/2022	47789KAC7	150,316.93	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		150,316.93	1,175.80	151,492.73	-323.95
Paydown	05/16/2022	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	559.00	559.00	0.00
Paydown	05/16/2022	58769EAC2	71,883.19	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		71,883.19	305.58	72,188.77	3.64

## City of Corona Consolidated

Account #10003

## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	05/16/2022	65479JAD5	101,300.78	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		101,300.78	1,518.32	102,819.10	5.35
Paydown	05/16/2022	89236XAC0	88,652.95	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		88,652.95	357.25	89,010.20	16.52
Paydown	05/16/2022	89238JAC9	0.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		0.00	565.04	565.04	0.00
Paydown	05/16/2022	89240BAC2	0.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		0.00	612.08	612.08	0.00
Paydown	05/18/2022	43813KAC6	107,844.53	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		107,844.53	482.71	108,327.24	15.84
Paydown	05/20/2022	36262XAC8	0.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		0.00	697.13	697.13	0.00
Paydown	05/20/2022	36265MAC9	0.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	100.000		0.00	3,332.92	3,332.92	0.00
Paydown	05/20/2022	89238LAC4	0.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	100.000		0.00	4,189.50	4,189.50	0.00
Paydown	05/20/2022	92290BAA9	0.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		0.00	885.17	885.17	0.00
Paydown	05/20/2022	92348AAA3	90,056.22	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		90,056.22	1,046.04	91,102.26	6.94
Paydown	05/23/2022	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	173.25	173.25	0.00
Paydown	05/23/2022	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	751.67	751.67	0.00
Paydown	05/25/2022	05601XAC3	0.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		0.00	916.67	916.67	0.00

## City of Corona Consolidated

Account #10003

## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	05/25/2022	09690AAC7	0.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		0.00	261.25	261.25	0.00
Paydown	05/25/2022	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	8,542.50	8,542.50	0.00
Paydown	05/25/2022	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	100.000		0.00	11,328.63	11,328.63	0.00
Paydown	05/25/2022	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	11,021.88	11,021.88	0.00
Paydown	05/25/2022	3137BM6P6	266,616.40	FHLMC K721 A2Due 8/25/2022	100.000		266,616.40	4,784.10	271,400.50	-9,363.28
Paydown	05/25/2022	3137BSP72	0.00	FHLMC K058 A2 2.653% Due 8/25/2026	100.000		0.00	3,316.25	3,316.25	0.00
Paydown	05/25/2022	3137BSRE5	0.00	FHLMC K059 A2 3.12% Due 9/25/2026	100.000		0.00	7,800.00	7,800.00	0.00
Paydown	05/25/2022	3137BYPQ7	4,333.76	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		4,333.76	7,941.22	12,274.98	-30.98
<b>Subtotal</b>			<b>1,252,874.41</b>				<b>1,252,874.41</b>	<b>86,057.53</b>	<b>1,338,931.94</b>	<b>-11,648.44</b>
Security Withdrawal	05/11/2022	90LAIF\$00	1,600,000.00	Local Agency Investment Fund State Pool	1.000		1,600,000.00	0.00	1,600,000.00	0.00
Security Withdrawal	05/12/2022	90LAIF\$00	1,700,000.00	Local Agency Investment Fund State Pool	1.000		1,700,000.00	0.00	1,700,000.00	0.00
Security Withdrawal	05/13/2022	90LAIF\$00	1,300,000.00	Local Agency Investment Fund State Pool	1.000		1,300,000.00	0.00	1,300,000.00	0.00
Security Withdrawal	05/13/2022	90LAIF\$00	2,200,000.00	Local Agency Investment Fund State Pool	1.000		2,200,000.00	0.00	2,200,000.00	0.00
Security Withdrawal	05/16/2022	90LAIF\$00	300,000.00	Local Agency Investment Fund State Pool	1.000		300,000.00	0.00	300,000.00	0.00
Security Withdrawal	05/18/2022	90LAIF\$00	300,000.00	Local Agency Investment Fund State Pool	1.000		300,000.00	0.00	300,000.00	0.00
Security Withdrawal	05/19/2022	90LAIF\$00	400,000.00	Local Agency Investment Fund State Pool	1.000		400,000.00	0.00	400,000.00	0.00
Security Withdrawal	05/25/2022	90LAIF\$00	900,000.00	Local Agency Investment Fund State Pool	1.000		900,000.00	0.00	900,000.00	0.00



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## Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Security Withdrawal	05/26/2022	90LAIF\$00	1,700,000.00	Local Agency Investment Fund State Pool	1.000		1,700,000.00	0.00	1,700,000.00	0.00
Security Withdrawal	05/26/2022	90LAIF\$00	2,500,000.00	Local Agency Investment Fund State Pool	1.000		2,500,000.00	0.00	2,500,000.00	0.00
<b>Subtotal</b>			<b>12,900,000.00</b>				<b>12,900,000.00</b>	<b>0.00</b>	<b>12,900,000.00</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>27,057,255.18</b>				<b>27,119,887.71</b>	<b>161,207.66</b>	<b>27,281,095.37</b>	<b>-21,196.11</b>
<b>OTHER TRANSACTIONS</b>										
Interest	05/01/2022	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.000		25,539.25	0.00	25,539.25	0.00
Interest	05/01/2022	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.000		40,500.00	0.00	40,500.00	0.00
Interest	05/07/2022	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.000		15,750.00	0.00	15,750.00	0.00
Interest	05/08/2022	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.000		27,874.75	0.00	27,874.75	0.00
Interest	05/12/2022	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.000		24,325.00	0.00	24,325.00	0.00
Interest	05/15/2022	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.000		4,628.75	0.00	4,628.75	0.00
Interest	05/31/2022	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.000		7,125.00	0.00	7,125.00	0.00
<b>Subtotal</b>			<b>24,724,000.00</b>				<b>145,742.75</b>	<b>0.00</b>	<b>145,742.75</b>	<b>0.00</b>
Dividend	05/03/2022	60934N807	2,327,527.15	Federated Investors Govt Oblig Fund Inst.	0.000		14.03	0.00	14.03	0.00
<b>Subtotal</b>			<b>2,327,527.15</b>				<b>14.03</b>	<b>0.00</b>	<b>14.03</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>27,051,527.15</b>				<b>145,756.78</b>	<b>0.00</b>	<b>145,756.78</b>	<b>0.00</b>

## City of Corona Consolidated

Account #10003

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 4,865,000.00	4,843,983.20 0.00 0.00 4,843,983.20	22,838.47 24,325.00 2,567.64 4,054.17	0.00 0.00 0.00 4,054.17	4,054.17
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 05/17/2027	05/17/2022 05/24/2022 2,765,000.00	0.00 2,764,388.38 0.00 2,764,388.38	0.00 0.00 1,822.60 1,822.60	0.00 0.00 0.00 1,822.60	1,822.60
02665WCJ8	American Honda Finance Note 3.45% Due 07/14/2023	07/11/2018 07/16/2018 930,000.00	928,391.10 0.00 0.00 928,391.10	9,536.38 0.00 12,210.13 2,673.75	0.00 0.00 0.00 2,673.75	2,673.75
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	10/03/2018 10/10/2018 2,260,000.00	2,258,146.80 0.00 0.00 2,258,146.80	4,778.96 0.00 11,606.04 6,827.08	0.00 0.00 0.00 6,827.08	6,827.08
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 1,000,000.00	999,850.50 0.00 0.00 999,850.50	183.33 916.67 183.33 916.67	0.00 0.00 0.00 916.67	916.67
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 08/25/2026	05/10/2022 05/18/2022 1,065,000.00	0.00 1,064,944.62 0.00 1,064,944.62	0.00 0.00 1,234.51 1,234.51	0.00 0.00 0.00 1,234.51	1,234.51
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 03/05/2024	Various Various 2,550,000.00	2,570,550.00 0.00 0.00 2,570,550.00	14,081.67 0.00 21,625.42 7,543.75	0.00 0.00 0.00 7,543.75	7,543.75
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 3,000,000.00	3,007,920.00 0.00 0.00 3,007,920.00	14,509.00 0.00 17,806.50 3,297.50	0.00 0.00 0.00 3,297.50	3,297.50
06367TQW3	Bank of Montreal Note 0.625% Due 07/09/2024	02/09/2022 02/11/2022 1,500,000.00	1,455,540.00 0.00 0.00 1,455,540.00	2,916.67 0.00 3,697.92 781.25	0.00 0.00 0.00 781.25	781.25

## City of Corona Consolidated

Account #10003

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	07/23/2021 07/27/2021 2,761,000.00	2,862,660.02 0.00 0.00 2,862,660.02	25,539.25 25,539.25 4,256.54 4,256.54	0.00 0.00 0.00 4,256.54	4,256.54
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 08/11/2023	05/16/2019 05/20/2019 2,000,000.00	3,339,580.20 0.00 1,286,980.20 2,052,600.00	24,947.33 11,897.33 21,083.33 8,033.33	0.00 0.00 0.00 8,033.33	8,033.33
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 950,000.00	949,901.96 0.00 0.00 949,901.96	52.25 261.25 52.25 261.25	0.00 0.00 0.00 261.25	261.25
13063DRK6	California State Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 3,385,000.00	3,462,753.45 0.00 0.00 3,462,753.45	6,770.00 0.00 13,540.00 6,770.00	0.00 0.00 0.00 6,770.00	6,770.00
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	Various Various 2,593,000.00	2,624,484.21 0.00 0.00 2,624,484.21	26,790.74 27,874.75 3,561.77 4,645.78	0.00 0.00 0.00 4,645.78	4,645.78
14913R2V8	Caterpillar Financial Service Note 3.4% Due 05/13/2025	05/10/2022 05/13/2022 1,460,000.00	0.00 1,458,145.80 0.00 1,458,145.80	0.00 0.00 2,482.00 2,482.00	0.00 0.00 0.00 2,482.00	2,482.00
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 Due 06/24/2023	Various Various 0.00	2,982,300.00 0.00 2,982,300.00 0.00	33,771.42 36,430.58 0.00 2,659.16	0.00 0.00 0.00 2,659.16	2,659.16
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 2,140,000.00	2,138,480.60 0.00 0.00 2,138,480.60	2,782.00 0.00 3,584.50 802.50	0.00 0.00 0.00 802.50	802.50
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/16/2019 01/17/2019 3,500,000.00	3,602,165.00 0.00 0.00 3,602,165.00	46,921.88 0.00 56,765.63 9,843.75	0.00 0.00 0.00 9,843.75	9,843.75

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## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130A0XE5	FHLB Note 3.25% Due 03/08/2024	03/28/2019 03/29/2019 1,000,000.00	1,045,410.00 0.00 0.00 1,045,410.00	4,784.72 0.00 7,493.06 2,708.34	0.00 0.00 0.00 2,708.34	2,708.34
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 5,500,000.00	5,740,000.40 0.00 0.00 5,740,000.40	60,175.35 0.00 73,352.43 13,177.08	0.00 0.00 0.00 13,177.08	13,177.08
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 4,000,000.00	4,206,760.00 0.00 0.00 4,206,760.00	15,333.33 0.00 24,916.67 9,583.34	0.00 0.00 0.00 9,583.34	9,583.34
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/29/2019 04/30/2019 4,000,000.00	4,000,280.00 0.00 0.00 4,000,280.00	13,986.11 0.00 21,902.78 7,916.67	0.00 0.00 0.00 7,916.67	7,916.67
3130AQF40	FHLB Note 1% Due 12/20/2024	12/21/2021 12/22/2021 4,300,000.00	4,297,205.00 0.00 0.00 4,297,205.00	15,408.33 0.00 18,991.67 3,583.34	0.00 0.00 0.00 3,583.34	3,583.34
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 5,270,000.00	5,259,143.80 0.00 0.00 5,259,143.80	823.44 0.00 3,568.23 2,744.79	0.00 0.00 0.00 2,744.79	2,744.79
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 6,200,000.00	6,196,731.90 0.00 0.00 6,196,731.90	11,538.89 0.00 14,122.22 2,583.33	0.00 0.00 0.00 2,583.33	2,583.33
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 6,285,000.00	6,260,439.20 0.00 0.00 6,260,439.20	4,320.94 0.00 6,285.00 1,964.06	0.00 0.00 0.00 1,964.06	1,964.06
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 6,300,000.00	6,279,895.00 0.00 0.00 6,279,895.00	15,225.00 15,750.00 2,100.00 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00

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## Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 3,500,000.00	3,564,275.00 0.00 0.00 3,564,275.00	2,527.77 0.00 7,267.36 4,739.59	0.00 0.00 0.00 4,739.59	4,739.59
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 4,220,000.00	4,282,878.20 0.00 0.00 4,282,878.20	21,715.42 0.00 27,430.00 5,714.58	0.00 0.00 0.00 5,714.58	5,714.58
3137B4WB8	FHLMC K033 A2 3.06% Due 07/25/2023	07/23/2019 07/26/2019 3,350,000.00	3,458,875.00 0.00 0.00 3,458,875.00	1,708.50 8,542.50 1,708.50 8,542.50	0.00 0.00 0.00 8,542.50	8,542.50
3137B5JM6	FHLMC K034 A2 3.531% Due 07/25/2023	08/28/2018 08/31/2018 3,850,000.00	3,931,662.11 0.00 0.00 3,931,662.11	11,328.63 11,328.63 11,328.63 11,328.63	0.00 0.00 0.00 11,328.63	11,328.63
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	Various Various 3,750,000.00	3,837,910.16 0.00 0.00 3,837,910.16	2,204.38 11,021.88 2,204.38 11,021.88	0.00 0.00 0.00 11,021.88	11,021.88
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	Various Various 1,591,288.32	1,923,152.33 0.00 275,979.68 1,647,172.65	4,784.11 4,784.10 4,097.56 4,097.55	0.00 0.00 0.00 4,097.55	4,097.55
3137BSP72	FHLMC K058 A2 2.653% Due 08/25/2026	11/12/2021 11/17/2021 1,500,000.00	1,586,425.78 0.00 0.00 1,586,425.78	3,316.25 3,316.25 3,316.25 3,316.25	0.00 0.00 0.00 3,316.25	3,316.25
3137BSRE5	FHLMC K059 A2 3.12% Due 09/25/2026	02/18/2022 02/24/2022 3,000,000.00	3,128,437.50 0.00 0.00 3,128,437.50	7,800.00 7,800.00 7,800.00 7,800.00	0.00 0.00 0.00 7,800.00	7,800.00
3137BYPQ7	FHLMC K726 A2 2.905% Due 04/25/2024	04/22/2019 04/25/2019 3,276,032.16	3,303,815.42 0.00 4,364.74 3,299,450.68	7,941.22 7,941.22 7,930.73 7,930.73	0.00 0.00 0.00 7,930.73	7,930.73

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## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAEN5	FHLMC Note 2.75% Due 06/19/2023	07/20/2018 07/23/2018 1,800,000.00	1,790,964.00 0.00 0.00 1,790,964.00	18,150.00 0.00 22,275.00 4,125.00	0.00 0.00 0.00 4,125.00	4,125.00
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 6,575,000.00	6,569,937.25 0.00 0.00 6,569,937.25	21,642.71 0.00 29,861.46 8,218.75	0.00 0.00 0.00 8,218.75	8,218.75
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 6,300,000.00	6,277,899.60 0.00 0.00 6,277,899.60	6,562.50 0.00 8,531.25 1,968.75	0.00 0.00 0.00 1,968.75	1,968.75
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 6,295,000.00	6,276,346.05 0.00 0.00 6,276,346.05	2,491.77 0.00 4,458.96 1,967.19	0.00 0.00 0.00 1,967.19	1,967.19
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 09/16/2026	10/13/2021 10/21/2021 780,000.00	779,980.11 0.00 0.00 779,980.11	221.00 442.00 221.00 442.00	0.00 0.00 0.00 442.00	442.00
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	08/10/2021 08/18/2021 2,145,000.00	2,144,970.83 0.00 0.00 2,144,970.83	255.61 697.13 255.61 697.13	0.00 0.00 0.00 697.13	697.13
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 03/20/2025	02/15/2022 02/23/2022 2,105,000.00	2,104,981.90 0.00 0.00 2,104,981.90	1,222.07 3,332.92 1,222.07 3,332.92	0.00 0.00 0.00 3,332.92	3,332.92
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	01/11/2022 01/19/2022 660,000.00	659,942.65 0.00 0.00 659,942.65	346.50 693.00 346.50 693.00	0.00 0.00 0.00 693.00	693.00
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	Various Various 3,000,000.00	2,969,700.00 0.00 0.00 2,969,700.00	10,281.26 0.00 12,468.76 2,187.50	0.00 0.00 0.00 2,187.50	2,187.50

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43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 631,627.08	686,675.46 0.00 55,098.09 631,577.37	250.27 469.27 230.19 449.19	0.00 0.00 0.00 449.19	449.19
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 770,000.00	769,985.91 0.00 0.00 769,985.91	57.75 173.25 57.75 173.25	0.00 0.00 0.00 173.25	173.25
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 1,457,694.37	1,565,308.92 0.00 107,828.69 1,457,480.23	209.17 482.71 194.76 468.30	0.00 0.00 0.00 468.30	468.30
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 1,650,000.00	1,649,751.84 0.00 0.00 1,649,751.84	1,378.67 2,585.00 1,378.67 2,585.00	0.00 0.00 0.00 2,585.00	2,585.00
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 1,025,000.00	1,024,783.93 0.00 0.00 1,024,783.93	250.56 751.67 250.56 751.67	0.00 0.00 0.00 751.67	751.67
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 504,468.32	608,193.37 0.00 103,729.24 504,464.13	481.15 902.16 399.09 820.10	0.00 0.00 0.00 820.10	820.10
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 1,640,000.00	1,639,622.31 0.00 0.00 1,639,622.31	276.98 519.33 276.98 519.33	0.00 0.00 0.00 519.33	519.33
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 06/17/2024	06/08/2021 06/16/2021 1,900,000.00	1,899,715.00 0.00 0.00 1,899,715.00	278.67 522.50 278.67 522.50	0.00 0.00 0.00 522.50	522.50
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 01/15/2025	01/11/2022 01/19/2022 1,205,000.00	1,204,973.37 0.00 0.00 1,204,973.37	621.24 1,164.83 621.24 1,164.83	0.00 0.00 0.00 1,164.83	1,164.83

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448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	03/09/2022 03/16/2022 1,350,000.00	1,349,948.03 0.00 0.00 1,349,948.03	1,332.00 2,497.50 1,332.00 2,497.50	0.00 0.00 0.00 2,497.50	2,497.50
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 1,340,000.00	1,339,859.03 0.00 0.00 1,339,859.03	226.31 424.33 226.31 424.33	0.00 0.00 0.00 424.33	424.33
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 05/15/2026	11/09/2021 11/17/2021 730,000.00	729,837.06 0.00 0.00 729,837.06	240.09 450.17 240.09 450.17	0.00 0.00 0.00 450.17	450.17
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 6,390,000.00	6,360,733.80 0.00 0.00 6,360,733.80	1,708.44 0.00 6,367.81 4,659.37	0.00 0.00 0.00 4,659.37	4,659.37
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 6,300,000.00	6,272,360.85 0.00 0.00 6,272,360.85	262.51 0.00 2,887.50 2,624.99	0.00 0.00 0.00 2,624.99	2,624.99
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/20/2021 05/24/2021 1,000,000.00	1,037,330.00 0.00 0.00 1,037,330.00	520.75 0.00 2,256.58 1,735.83	0.00 0.00 0.00 1,735.83	1,735.83
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	05/24/2021 06/01/2021 3,295,000.00	3,299,268.65 0.00 0.00 3,299,268.65	11,312.83 0.00 13,575.40 2,262.57	0.00 0.00 0.00 2,262.57	2,262.57
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 1,565,000.00	1,565,968.20 0.00 0.00 1,565,968.20	5,391.94 0.00 6,655.68 1,263.74	0.00 0.00 0.00 1,263.74	1,263.74
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 155,581.31	209,324.83 0.00 53,776.54 155,548.29	205.65 385.59 152.82 332.76	0.00 0.00 0.00 332.76	332.76



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47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 1,010,000.00	1,009,776.59 0.00 0.00 1,009,776.59	1,041.42 1,952.67 1,041.42 1,952.67	0.00 0.00 0.00 1,952.67	1,952.67
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 491,978.79	554,855.87 0.00 62,952.05 491,903.82	125.79 235.85 111.52 221.58	0.00 0.00 0.00 221.58	221.58
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	08/27/2019 08/29/2019 6,544.70	104,973.21 0.00 98,292.25 6,680.96	133.00 249.37 8.46 124.83	0.00 0.00 0.00 124.83	124.83
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	Various Various 1,132,379.21	1,285,460.51 0.00 150,640.88 1,134,819.63	627.09 1,175.80 553.60 1,102.31	0.00 0.00 0.00 1,102.31	1,102.31
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 1,290,000.00	1,289,884.93 0.00 0.00 1,289,884.93	298.13 559.00 298.13 559.00	0.00 0.00 0.00 559.00	559.00
57629WDE7	Mass Mutual Global funding Note 1.2% Due 07/16/2026	08/10/2021 08/12/2021 2,272,000.00	2,271,369.92 0.00 0.00 2,271,369.92	7,952.00 0.00 10,224.00 2,272.00	0.00 0.00 0.00 2,272.00	2,272.00
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	09/15/2020 09/23/2020 844,862.14	916,698.85 0.00 71,879.55 844,819.30	162.98 305.58 150.20 292.80	0.00 0.00 0.00 292.80	292.80
58989V2D5	Met Tower Global Funding Note 1.25% Due 09/14/2026	09/07/2021 09/14/2021 1,715,000.00	1,713,422.20 0.00 0.00 1,713,422.20	2,798.78 0.00 4,585.24 1,786.46	0.00 0.00 0.00 1,786.46	1,786.46
59217GER6	Metlife Note 1.875% Due 01/11/2027	01/03/2022 01/11/2022 2,485,000.00	2,482,167.10 0.00 0.00 2,482,167.10	14,236.98 0.00 18,119.79 3,882.81	0.00 0.00 0.00 3,882.81	3,882.81

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6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 04/28/2026	05/18/2022 05/20/2022 1,600,000.00	0.00 1,511,376.00 0.00 1,511,376.00	0.00 (2,139.38) 3,209.07 1,069.69	0.00 0.00 0.00 1,069.69	1,069.69
63743HFE7	National Rural Utilities Note 3.45% Due 06/15/2025	04/27/2022 05/04/2022 940,000.00	0.00 939,746.20 0.00 939,746.20	0.00 0.00 2,432.25 2,432.25	0.00 0.00 0.00 2,432.25	2,432.25
64952WEK5	New York Life Global Note 1.45% Due 01/14/2025	01/11/2022 01/14/2022 3,745,000.00	3,740,955.40 0.00 0.00 3,740,955.40	16,139.91 0.00 20,665.12 4,525.21	0.00 0.00 0.00 4,525.21	4,525.21
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 842,733.01	943,983.95 0.00 101,295.43 842,688.52	809.77 1,518.32 722.88 1,431.43	0.00 0.00 0.00 1,431.43	1,431.43
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	05/05/2022 05/10/2022 1,345,000.00	0.00 1,342,821.10 0.00 1,342,821.10	0.00 0.00 3,138.33 3,138.33	0.00 0.00 0.00 3,138.33	3,138.33
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 01/14/2026	12/06/2021 12/08/2021 1,870,000.00	1,820,388.90 0.00 0.00 1,820,388.90	4,446.44 0.00 5,693.11 1,246.67	0.00 0.00 0.00 1,246.67	1,246.67
69371RQ25	Paccar Financial Corp Note 2.15% Due 08/15/2024	08/08/2019 08/15/2019 715,000.00	713,419.85 0.00 0.00 713,419.85	3,245.31 0.00 4,526.35 1,281.04	0.00 0.00 0.00 1,281.04	1,281.04
69371RR73	Paccar Financial Corp Note 2.85% Due 04/07/2025	03/31/2022 04/07/2022 2,970,000.00	2,969,227.80 0.00 0.00 2,969,227.80	5,643.00 0.00 12,696.75 7,053.75	0.00 0.00 0.00 7,053.75	7,053.75
74153WCQ0	Prcoa Global Funding Note 1.15% Due 12/06/2024	12/01/2021 12/08/2021 1,975,000.00	1,972,965.75 0.00 0.00 1,972,965.75	9,021.91 0.00 10,914.62 1,892.71	0.00 0.00 0.00 1,892.71	1,892.71

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78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	12/05/2019 12/09/2019 3,600,000.00	3,598,128.00 0.00 0.00 3,598,128.00	40,500.00 40,500.00 6,750.00 6,750.00	0.00 0.00 0.00 6,750.00	6,750.00
78016EZ59	Royal Bank of Canada Note 3.375% Due 04/14/2025	04/07/2022 04/14/2022 1,270,000.00	1,269,530.10 0.00 0.00 1,269,530.10	2,024.06 0.00 5,595.94 3,571.88	0.00 0.00 0.00 3,571.88	3,571.88
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	Various Various 3,100,000.00	3,076,192.60 0.00 0.00 3,076,192.60	5,704.86 0.00 7,319.44 1,614.58	0.00 0.00 0.00 1,614.58	1,614.58
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	03/16/2021 03/18/2021 1,775,000.00	1,774,112.50 0.00 0.00 1,774,112.50	1,590.10 0.00 2,699.48 1,109.38	0.00 0.00 0.00 1,109.38	1,109.38
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 03/03/2027	03/09/2022 03/11/2022 1,300,000.00	1,282,866.00 0.00 0.00 1,282,866.00	5,131.39 0.00 7,785.56 2,654.17	0.00 0.00 0.00 2,654.17	2,654.17
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	03/26/2019 03/28/2019 1,270,000.00	1,286,078.20 0.00 0.00 1,286,078.20	5,732.64 0.00 9,172.22 3,439.58	0.00 0.00 0.00 3,439.58	3,439.58
89114T2T2	Toronto-Dominion Bank Note 2.8% Due 03/10/2027	03/09/2022 03/11/2022 1,900,000.00	1,884,933.00 0.00 0.00 1,884,933.00	7,536.67 0.00 11,970.00 4,433.33	0.00 0.00 0.00 4,433.33	4,433.33
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 3,325,000.00	3,323,537.00 0.00 0.00 3,323,537.00	13,819.53 0.00 16,936.72 3,117.19	0.00 0.00 0.00 3,117.19	3,117.19
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 01/13/2025	01/10/2022 01/13/2022 2,700,000.00	2,696,382.00 0.00 0.00 2,696,382.00	11,745.00 0.00 15,007.50 3,262.50	0.00 0.00 0.00 3,262.50	3,262.50

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89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 1,136,219.11	1,224,643.86 0.00 88,636.43 1,136,007.43	190.54 357.25 176.75 343.46	0.00 0.00 0.00 343.46	343.46
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 955,000.00	954,979.66 0.00 0.00 954,979.66	301.36 565.04 301.36 565.04	0.00 0.00 0.00 565.04	565.04
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 02/20/2025	02/23/2022 02/28/2022 2,565,000.00	2,564,596.27 0.00 0.00 2,564,596.27	1,536.15 4,189.50 1,536.15 4,189.50	0.00 0.00 0.00 4,189.50	4,189.50
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 2,825,000.00	2,824,475.68 0.00 0.00 2,824,475.68	326.44 612.08 326.44 612.08	0.00 0.00 0.00 612.08	612.08
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 4,145,000.00	4,136,171.15 0.00 0.00 4,136,171.15	23,603.47 0.00 30,684.51 7,081.04	0.00 0.00 0.00 7,081.04	7,081.04
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 4,000,000.00	4,090,468.75 0.00 0.00 4,090,468.75	244.57 0.00 7,826.09 7,581.52	0.00 0.00 0.00 7,581.52	7,581.52
912828B66	US Treasury Note 2.75% Due 02/15/2024	Various Various 5,000,000.00	5,121,796.88 0.00 0.00 5,121,796.88	28,487.57 0.00 40,262.43 11,774.86	0.00 0.00 0.00 11,774.86	11,774.86
912828D56	US Treasury Note 2.375% Due 08/15/2024	12/12/2019 12/13/2019 5,000,000.00	5,140,234.38 0.00 0.00 5,140,234.38	24,602.90 0.00 34,772.10 10,169.20	0.00 0.00 0.00 10,169.20	10,169.20
912828T91	US Treasury Note 1.625% Due 10/31/2023	05/29/2019 05/30/2019 1,050,000.00	1,031,091.80 0.00 0.00 1,031,091.80	46.37 0.00 1,483.70 1,437.33	0.00 0.00 0.00 1,437.33	1,437.33

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912828V23	US Treasury Note 2.25% Due 12/31/2023	06/21/2019 06/24/2019 4,500,000.00	4,588,417.97 0.00 0.00 4,588,417.97	33,843.23 0.00 42,513.81 8,670.58	0.00 0.00 0.00 8,670.58	8,670.58
912828X70	US Treasury Note 2% Due 04/30/2024	Various Various 4,800,000.00	4,833,281.25 0.00 0.00 4,833,281.25	260.86 0.00 8,347.82 8,086.96	0.00 0.00 0.00 8,086.96	8,086.96
912828XX3	US Treasury Note 2% Due 06/30/2024	Various Various 4,900,000.00	4,942,253.91 0.00 0.00 4,942,253.91	32,756.91 0.00 41,149.18 8,392.27	0.00 0.00 0.00 8,392.27	8,392.27
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 7,000,000.00	7,108,007.81 0.00 0.00 7,108,007.81	13,267.66 0.00 19,901.49 6,633.83	0.00 0.00 0.00 6,633.83	6,633.83
91282CAB7	US Treasury Note 0.25% Due 07/31/2025	03/12/2021 03/15/2021 6,000,000.00	5,879,062.50 0.00 0.00 5,879,062.50	3,729.28 0.00 5,013.81 1,284.53	0.00 0.00 0.00 1,284.53	1,284.53
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	03/29/2021 03/30/2021 3,200,000.00	3,130,375.00 0.00 0.00 3,130,375.00	677.60 0.00 1,355.19 677.59	0.00 0.00 0.00 677.59	677.59
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/19/2021 02/22/2021 6,000,000.00	5,923,125.00 0.00 0.00 5,923,125.00	40.76 0.00 1,304.35 1,263.59	0.00 0.00 0.00 1,263.59	1,263.59
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 3,800,000.00	3,731,867.19 0.00 0.00 3,731,867.19	5,950.55 7,125.00 38.93 1,213.38	0.00 0.00 0.00 1,213.38	1,213.38
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	03/30/2021 03/31/2021 2,900,000.00	2,892,976.56 0.00 0.00 2,892,976.56	925.95 0.00 1,536.68 610.73	0.00 0.00 0.00 610.73	610.73

## City of Corona Consolidated

Account #10003

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CCW9	US Treasury Note 0.75% Due 08/31/2026	09/23/2021 09/24/2021 1,570,000.00	1,558,899.61 0.00 0.00 1,558,899.61	1,983.83 0.00 2,975.75 991.92	0.00 0.00 0.00 991.92	991.92
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	10/18/2021 10/19/2021 3,130,000.00	3,083,172.27 0.00 0.00 3,083,172.27	2,319.71 0.00 4,639.41 2,319.70	0.00 0.00 0.00 2,319.70	2,319.70
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	11/15/2021 11/17/2021 3,120,000.00	3,100,987.50 0.00 0.00 3,100,987.50	95.38 0.00 3,052.17 2,956.79	0.00 0.00 0.00 2,956.79	2,956.79
91282CED9	US Treasury Note 1.75% Due 03/15/2025	04/05/2022 04/07/2022 7,000,000.00	6,823,085.94 0.00 0.00 6,823,085.94	15,645.38 0.00 25,964.67 10,319.29	0.00 0.00 0.00 10,319.29	10,319.29
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 805,000.00	807,605.05 0.00 0.00 807,605.05	4,268.74 4,628.75 411.44 771.45	0.00 0.00 0.00 771.45	771.45
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 05/15/2027	05/17/2022 05/20/2022 1,365,000.00	0.00 1,365,638.40 0.00 1,365,638.40	0.00 0.00 1,543.21 1,543.21	0.00 0.00 0.00 1,543.21	1,543.21
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 2,260,000.00	2,259,525.40 0.00 0.00 2,259,525.40	324.56 885.17 324.56 885.17	0.00 0.00 0.00 885.17	885.17
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 556,980.52	646,986.85 0.00 90,049.28 556,937.57	383.55 1,046.04 330.17 992.66	0.00 0.00 0.00 992.66	992.66
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 Due 06/26/2023	05/08/2019 05/13/2019 0.00	2,056,900.00 0.00 2,056,900.00 0.00	23,611.11 26,822.22 0.00 3,211.11	0.00 0.00 0.00 3,211.11	3,211.11

## City of Corona Consolidated

Account #10003

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
931142ER0	Wal-Mart Stores	09/08/2021	783,516.35	1,007.42	0.00	686.87
	Callable Note Cont 08/17/2026	09/17/2021	0.00	0.00	0.00	
	1.05% Due 09/17/2026	785,000.00	0.00	1,694.29	0.00	
			783,516.35	686.87	686.87	
			<b>308,338,181.61</b>	<b>908,418.75</b>	<b>0.00</b>	
			<b>10,447,060.50</b>	<b>304,811.03</b>	<b>0.00</b>	
			<b>7,590,703.05</b>	<b>1,002,712.45</b>	<b>0.00</b>	
<b>Total Fixed Income</b>		<b>310,044,389.04</b>	<b>311,194,539.06</b>	<b>399,104.73</b>	<b>399,104.73</b>	<b>399,104.73</b>

## CASH &amp; EQUIVALENT

60934N807	Federated Investors	Various	3,201,234.10	0.00	0.00	14.03
	Govt Oblig Fund Inst.	Various	4,077,652.27	14.03	0.00	
		628,505.60	6,650,380.77	0.00	0.00	
			628,505.60	14.03	14.03	
78012U3M5	Royal Bank of Canada	02/11/2022	500,000.00	1,425.00	0.00	581.25
	Yankee CD	02/14/2022	0.00	0.00	0.00	
	1.35% Due 02/14/2023	500,000.00	0.00	2,006.25	0.00	
			500,000.00	581.25	581.25	
			<b>3,701,234.10</b>	<b>1,425.00</b>	<b>0.00</b>	
			<b>4,077,652.27</b>	<b>14.03</b>	<b>0.00</b>	
			<b>6,650,380.77</b>	<b>2,006.25</b>	<b>0.00</b>	
<b>Total Cash &amp; Equivalent</b>		<b>1,128,505.60</b>	<b>1,128,505.60</b>	<b>595.28</b>	<b>595.28</b>	<b>595.28</b>

## City of Corona Consolidated

Account #10003

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>LOCAL AGENCY INVESTMENT FUND</b>						
90LAIF\$00	Local Agency Investment Fund	Various	89,194,697.40	45,761.46	0.00	55,736.76
	State Pool	Various	37,200,000.00	0.00	0.00	
		113,494,697.40	12,900,000.00	101,498.22	0.00	
			113,494,697.40	55,736.76	55,736.76	
			<b>89,194,697.40</b>	<b>45,761.46</b>	<b>0.00</b>	
			<b>37,200,000.00</b>	<b>0.00</b>	<b>0.00</b>	
			<b>12,900,000.00</b>	<b>101,498.22</b>	<b>0.00</b>	
<b>Total Local Agency Investment Fund</b>			<b>113,494,697.40</b>	<b>55,736.76</b>	<b>55,736.76</b>	<b>55,736.76</b>
			<b>401,234,113.11</b>	<b>955,605.21</b>	<b>0.00</b>	
			<b>51,724,712.77</b>	<b>304,825.06</b>	<b>0.00</b>	
			<b>27,141,083.82</b>	<b>1,106,216.92</b>	<b>0.00</b>	
<b>TOTAL PORTFOLIO</b>			<b>424,667,592.04</b>	<b>455,436.77</b>	<b>455,436.77</b>	<b>455,436.77</b>



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Account #10003

## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/01/2022	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
06/06/2022	Interest	74153WCQ0	1,975,000.00	Pricoa Global Funding Note 1.15% Due 12/6/2024	0.00	11,230.07	11,230.07
06/08/2022	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
06/10/2022	Interest	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	13,125.00	13,125.00
06/14/2022	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
06/15/2022	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	5,467.79	5,467.79
06/15/2022	Paydown	43815NAC8	504,468.32	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	137,407.16	748.29	138,155.45
06/15/2022	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
06/15/2022	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
06/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
06/15/2022	Paydown	47787NAC3	491,978.79	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,507.54	209.09	24,716.63
06/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
06/15/2022	Paydown	65479JAD5	842,733.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	31,510.41	1,355.40	32,865.81
06/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,971.44	612.08	128,583.52
06/15/2022	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
06/15/2022	Paydown	47789JAD8	6,544.70	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	2,176.41	15.87	2,192.28
06/15/2022	Paydown	58769EAC2	844,862.14	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	109,022.31	281.62	109,303.93

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## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
06/15/2022	Paydown	43813DAC2	631,627.08	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	24,086.48	431.61	24,518.09
06/15/2022	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
06/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,809.28	519.33	78,328.61
06/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
06/15/2022	Paydown	47789KAC7	1,132,379.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	40,459.83	1,038.02	41,497.85
06/15/2022	Paydown	89236XAC0	1,136,219.11	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	37,407.49	331.40	37,738.89
06/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
06/15/2022	Paydown	477870AC3	155,581.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	8,036.02	286.53	8,322.55
06/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
06/16/2022	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
06/17/2022	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
06/18/2022	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
06/18/2022	Paydown	43813KAC6	1,457,694.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	80,770.98	449.46	81,220.44
06/19/2022	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
06/19/2022	Interest	3137EAEN5	1,800,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	24,750.00	24,750.00
06/19/2022	Paydown	3137BSRE5	0.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00

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As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/19/2022	Paydown	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
06/19/2022	Paydown	3137BSP72	0.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
06/19/2022	Paydown	3137BYPQ7	0.00	FHLMC K726 A2 2.905% Due 4/25/2024	4,333.76	7,941.22	12,274.98
06/19/2022	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	266,616.40	4,784.10	271,400.50
06/20/2022	Interest	3130AQF40	4,300,000.00	FHLB Note 1% Due 12/20/2024	0.00	21,261.11	21,261.11
06/20/2022	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
06/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
06/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	68,056.63	885.17	68,941.80
06/20/2022	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
06/20/2022	Paydown	92348AAA3	556,980.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	22,612.65	900.45	23,513.10
06/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
06/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
06/23/2022	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
06/25/2022	Interest	3137BM6P6	1,591,288.32	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	4,097.56	4,097.56
06/25/2022	Interest	3137BYPQ7	3,276,032.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,930.73	7,930.73
06/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
06/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87

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## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2022	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
06/25/2022	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
06/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
06/25/2022	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	3,513.61	3,513.61
06/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
06/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
06/30/2022	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
06/30/2022	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
<b>JUN 2022</b>					<b>1,062,784.79</b>	<b>511,694.04</b>	<b>1,574,478.83</b>
07/07/2022	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
07/09/2022	Interest	06367TQW3	1,500,000.00	Bank of Montreal Note 0.625% Due 7/9/2024	0.00	4,687.50	4,687.50
07/11/2022	Interest	59217GER6	2,485,000.00	Metlife Note 1.875% Due 1/11/2027	0.00	23,296.88	23,296.88
07/13/2022	Interest	89236JIT3	2,700,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	19,575.00	19,575.00
07/14/2022	Interest	66815L2A6	1,870,000.00	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	0.00	7,480.00	7,480.00
07/14/2022	Interest	64952WEK5	3,745,000.00	New York Life Global Note 1.45% Due 1/14/2025	0.00	27,151.25	27,151.25
07/14/2022	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
07/15/2022	Dividend	90LAIF\$00	6,179,266,330.60	Local Agency Investment Fund State Pool	0.00	101,111.92	101,111.92

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## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2022	Interest	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	9,687.51	9,687.51
07/15/2022	Paydown	477870AC3	155,581.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	8,052.76	271.73	8,324.49
07/15/2022	Paydown	47789JAD8	6,544.70	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	2,181.57	10.59	2,192.16
07/15/2022	Paydown	58769EAC2	844,862.14	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	108,047.71	245.28	108,292.99
07/15/2022	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
07/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
07/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
07/15/2022	Paydown	43813DAC2	631,627.08	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	24,102.94	415.15	24,518.09
07/15/2022	Paydown	43815NAC8	504,468.32	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	129,892.54	544.47	130,437.01
07/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
07/15/2022	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
07/15/2022	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
07/15/2022	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
07/15/2022	Paydown	47787NAC3	491,978.79	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,517.13	198.68	24,715.81
07/15/2022	Paydown	47789KAC7	1,132,379.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	40,571.10	1,000.92	41,572.02
07/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
07/15/2022	Paydown	65479JAD5	842,733.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	31,581.31	1,304.72	32,886.03

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2022	Paydown	89236XAC0	1,136,219.11	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	37,297.36	320.49	37,617.85
07/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,013.03	584.36	128,597.39
07/15/2022	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
07/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,837.81	494.69	78,332.50
07/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
07/16/2022	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
07/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
07/16/2022	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
07/17/2022	Interest	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	4,815.00	4,815.00
07/18/2022	Paydown	43813KAC6	1,457,694.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	80,795.89	424.55	81,220.44
07/19/2022	Paydown	3137BM6P6	1,591,288.32	FHLMC K721 A2 3.09% Due 8/25/2022	410,240.32	845.10	411,085.42
07/20/2022	Paydown	92348AAA3	556,980.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	22,663.53	863.89	23,527.42
07/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
07/20/2022	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
07/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	68,083.29	858.51	68,941.80
07/20/2022	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
07/21/2022	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/21/2022	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
07/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
07/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
07/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
07/25/2022	Interest	3137BM6P6	1,591,288.32	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	3,041.19	3,041.19
07/25/2022	Interest	3137BY PQ7	3,276,032.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,930.73	7,930.73
07/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
07/25/2022	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
07/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
07/25/2022	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
07/25/2022	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
07/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
07/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
07/31/2022	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
<b>JUL 2022</b>					<b>1,193,878.29</b>	<b>417,768.55</b>	<b>1,611,646.84</b>
08/11/2022	Interest	06406RAJ6	2,000,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	34,500.00	34,500.00
08/12/2022	Interest	3137EAEPO	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2022	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
08/15/2022	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
08/15/2022	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
08/15/2022	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
08/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,866.34	470.05	78,336.39
08/15/2022	Paydown	47789JAD8	6,544.70	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	2,186.73	5.30	2,192.03
08/15/2022	Paydown	58769EAC2	844,862.14	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	107,072.63	209.26	107,281.89
08/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
08/15/2022	Paydown	89236XAC0	1,136,219.11	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	37,186.05	309.61	37,495.66
08/15/2022	Paydown	43813DAC2	631,627.08	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	24,119.41	398.68	24,518.09
08/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
08/15/2022	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
08/15/2022	Paydown	47789KAC7	1,132,379.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	40,682.66	963.74	41,646.40
08/15/2022	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
08/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
08/15/2022	Paydown	477870AC3	155,581.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	8,069.54	256.90	8,326.44
08/15/2022	Paydown	47787NAC3	491,978.79	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,526.73	188.26	24,714.99



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
08/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,054.64	556.62	128,611.26
08/15/2022	Paydown	43815NAC8	504,468.32	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	122,359.78	351.80	122,711.58
08/15/2022	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
08/15/2022	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
08/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
08/15/2022	Paydown	65479JAD5	842,733.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	31,652.38	1,253.92	32,906.30
08/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
08/16/2022	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
08/18/2022	Paydown	43813KAC6	1,457,694.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	80,820.80	399.64	81,220.44
08/19/2022	Paydown	3137BM6P6	1,591,288.32	FHLMC K721 A2 3.09% Due 8/25/2022	556,545.58	1,146.49	557,692.07
08/20/2022	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
08/20/2022	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
08/20/2022	Paydown	92348AAA3	556,980.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	22,714.52	827.26	23,541.78
08/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
08/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	68,109.95	831.85	68,941.80
08/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,411.69	173.25	38,584.94

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
08/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
08/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
08/25/2022	Interest	3137BM6P6	1,591,288.32	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	1,608.10	1,608.10
08/25/2022	Interest	3137BYPQ7	3,276,032.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,930.73	7,930.73
08/25/2022	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
08/25/2022	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
08/25/2022	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
08/25/2022	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
08/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
08/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
08/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
08/31/2022	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
08/31/2022	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50
<b>AUG 2022</b>					<b>1,370,379.43</b>	<b>369,226.53</b>	<b>1,739,605.96</b>
09/03/2022	Interest	808513BY0	1,300,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	15,925.00	15,925.00
09/05/2022	Interest	06051GHF9	2,550,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	45,262.50	45,262.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/08/2022	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
09/08/2022	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
09/10/2022	Interest	89114T2T2	1,900,000.00	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	0.00	26,600.00	26,600.00
09/11/2022	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50
09/13/2022	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
09/14/2022	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
09/15/2022	Interest	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	3,625.00	3,625.00
09/15/2022	Interest	91282CED9	7,000,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	61,250.00	61,250.00
09/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
09/15/2022	Paydown	43815NAC8	504,468.32	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	114,808.85	170.30	114,979.15
09/15/2022	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
09/15/2022	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
09/15/2022	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
09/15/2022	Paydown	58769EAC2	844,862.14	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	106,097.04	173.57	106,270.61
09/15/2022	Paydown	65479JAD5	842,733.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	31,723.59	1,203.02	32,926.61
09/15/2022	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
09/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,894.89	445.39	78,340.28

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
09/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
09/15/2022	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
09/15/2022	Paydown	43813DAC2	631,627.08	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	24,135.89	382.20	24,518.09
09/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
09/15/2022	Paydown	477870AC3	155,581.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	8,086.35	242.04	8,328.39
09/15/2022	Paydown	47787NAC3	491,978.79	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,536.35	177.83	24,714.18
09/15/2022	Paydown	47789KAC7	1,132,379.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	40,794.55	926.44	41,720.99
09/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
09/15/2022	Paydown	89236XAC0	1,136,219.11	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	37,073.56	298.76	37,372.32
09/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,096.26	528.87	128,625.13
09/16/2022	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
09/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
09/17/2022	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25
09/18/2022	Interest	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	6,656.25	6,656.25
09/18/2022	Paydown	43813KAC6	1,457,694.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	80,845.72	374.72	81,220.44
09/19/2022	Paydown	3137BM6P6	1,591,288.32	FHLMC K721 A2 3.09% Due 8/25/2022	624,502.42	1,286.47	625,788.89

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As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
09/20/2022	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
09/20/2022	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
09/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	68,136.63	805.17	68,941.80
09/20/2022	Paydown	92348AAA3	556,980.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	22,765.63	790.53	23,556.16
09/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,420.97	164.61	38,585.58
09/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
09/23/2022	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
09/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
09/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
09/25/2022	Interest	3137BYPQ7	3,276,032.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,930.73	7,930.73
09/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
09/25/2022	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
09/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
09/25/2022	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
09/25/2022	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
09/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50

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As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/30/2022	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
09/30/2022	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
<b>SEP 2022</b>					<b>1,427,918.70</b>	<b>436,118.22</b>	<b>1,864,036.92</b>
10/01/2022	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
10/07/2022	Interest	69371RR73	2,970,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	0.00	42,322.50	42,322.50
10/10/2022	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
10/14/2022	Interest	78016EZ59	1,270,000.00	Royal Bank of Canada Note 3.375% Due 4/14/2025	0.00	21,431.25	21,431.25
10/15/2022	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
10/15/2022	Paydown	43813DAC2	631,627.08	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	24,152.38	365.71	24,518.09
10/15/2022	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
10/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,923.46	420.72	78,344.18
10/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
10/15/2022	Paydown	47789KAC7	1,132,379.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	40,906.73	889.05	41,795.78
10/15/2022	Paydown	89236XAC0	1,136,219.11	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,959.85	287.95	37,247.80
10/15/2022	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
10/15/2022	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
10/15/2022	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
10/15/2022	Paydown	47787NAC3	491,978.79	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,545.96	167.40	24,713.36
10/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
10/15/2022	Paydown	65479JAD5	842,733.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	31,794.97	1,151.99	32,946.96
10/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,137.89	501.12	128,639.01
10/15/2022	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
10/15/2022	Paydown	58769EAC2	844,862.14	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	105,120.96	138.21	105,259.17
10/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
10/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
10/15/2022	Paydown	477870AC3	155,581.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	8,103.20	227.14	8,330.34
10/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
10/16/2022	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
10/18/2022	Paydown	43813KAC6	1,457,694.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	80,870.65	349.79	81,220.44
10/20/2022	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
10/20/2022	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
10/20/2022	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
10/20/2022	Paydown	92348AAA3	556,980.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	22,816.85	753.73	23,570.58

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
10/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	68,163.32	778.48	68,941.80
10/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
10/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,430.26	155.96	38,586.22
10/22/2022	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
10/22/2022	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
10/25/2022	Interest	3137BYPQ7	3,276,032.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,930.73	7,930.73
10/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
10/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
10/25/2022	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
10/25/2022	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
10/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
10/25/2022	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
10/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
10/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
10/28/2022	Interest	6174468Q5	1,600,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	17,504.00	17,504.00
10/28/2022	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/31/2022	Interest	912828T91	1,050,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	8,531.25	8,531.25
10/31/2022	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
10/31/2022	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
10/31/2022	Interest	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	17,550.00	17,550.00
10/31/2022	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
<b>OCT 2022</b>					<b>687,926.48</b>	<b>477,241.42</b>	<b>1,165,167.90</b>
11/01/2022	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
11/01/2022	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
11/07/2022	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
11/08/2022	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
11/10/2022	Interest	665859AW4	1,345,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	26,900.00	26,900.00
11/12/2022	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
11/13/2022	Interest	14913R2V8	1,460,000.00	Caterpillar Financial Service Note 3.4% Due 5/13/2025	0.00	24,820.00	24,820.00
11/15/2022	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
11/15/2022	Interest	91324PEG3	1,365,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.00	24,551.05	24,551.05
11/15/2022	Paydown	477870AC3	155,581.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	8,120.08	212.22	8,332.30

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2022	Paydown	58769EAC2	844,862.14	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	104,144.39	103.17	104,247.56
11/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
11/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
11/15/2022	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
11/15/2022	Paydown	43813DAC2	631,627.08	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	24,168.89	349.20	24,518.09
11/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
11/15/2022	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
11/15/2022	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
11/15/2022	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
11/15/2022	Paydown	47787NAC3	491,978.79	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,555.57	156.97	24,712.54
11/15/2022	Paydown	47789KAC7	1,132,379.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	41,019.22	851.55	41,870.77
11/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
11/15/2022	Paydown	65479JAD5	842,733.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	31,866.50	1,100.86	32,967.36
11/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,179.53	473.36	128,652.89
11/15/2022	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
11/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,952.03	396.04	78,348.07
11/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	70,320.25	424.33	70,744.58

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2022	Paydown	89236XAC0	1,136,219.11	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,844.94	277.17	37,122.11
11/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
11/16/2022	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
11/18/2022	Paydown	43813KAC6	1,457,694.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	80,895.58	324.86	81,220.44
11/20/2022	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
11/20/2022	Paydown	92348AAA3	556,980.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	22,868.19	716.84	23,585.03
11/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
11/20/2022	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
11/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	68,190.02	751.78	68,941.80
11/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,439.54	147.32	38,586.86
11/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
11/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
11/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
11/25/2022	Interest	3137BYPQ7	3,276,032.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,930.73	7,930.73
11/25/2022	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
11/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
11/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2022	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
11/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
11/25/2022	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
11/30/2022	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
<b>NOV 2022</b>					<b>757,564.73</b>	<b>310,480.31</b>	<b>1,068,045.04</b>
12/01/2022	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
12/06/2022	Interest	74153WCQ0	1,975,000.00	Pricoa Global Funding Note 1.15% Due 12/6/2024	0.00	11,356.25	11,356.25
12/08/2022	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
12/10/2022	Interest	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	13,125.00	13,125.00
12/14/2022	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
12/15/2022	Interest	63743HFE7	940,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	19,908.42	19,908.42
12/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
12/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,221.18	445.59	128,666.77
12/15/2022	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
12/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
12/15/2022	Paydown	477870AC3	155,581.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	8,136.99	197.27	8,334.26
12/15/2022	Paydown	47787NAC3	491,978.79	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,565.18	146.54	24,711.72

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
12/15/2022	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
12/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,980.61	371.36	78,351.97
12/15/2022	Paydown	58769EAC2	844,862.14	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	103,167.33	68.45	103,235.78
12/15/2022	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
12/15/2022	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
12/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	70,343.10	402.07	70,745.17
12/15/2022	Paydown	65479JAD5	842,733.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	31,938.21	1,049.60	32,987.81
12/15/2022	Paydown	43813DAC2	631,627.08	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	24,185.40	332.69	24,518.09
12/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
12/15/2022	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
12/15/2022	Paydown	47789KAC7	1,132,379.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	41,132.03	813.95	41,945.98
12/15/2022	Paydown	89236XAC0	1,136,219.11	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,728.81	266.42	36,995.23
12/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
12/16/2022	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
12/17/2022	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
12/18/2022	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/18/2022	Paydown	43813KAC6	1,457,694.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	80,920.53	299.91	81,220.44
12/19/2022	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
12/19/2022	Interest	3137EAEN5	1,800,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	24,750.00	24,750.00
12/20/2022	Interest	3130AQF40	4,300,000.00	FHLB Note 1% Due 12/20/2024	0.00	21,500.00	21,500.00
12/20/2022	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
12/20/2022	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
12/20/2022	Paydown	92348AAA3	556,980.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	22,919.64	679.87	23,599.51
12/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
12/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	68,216.72	725.08	68,941.80
12/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,448.83	138.67	38,587.50
12/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
12/23/2022	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
12/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
12/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
12/25/2022	Interest	3137BYPQ7	3,276,032.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,930.73	7,930.73
12/25/2022	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
12/25/2022	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
12/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
12/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
12/25/2022	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
12/31/2022	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
12/31/2022	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
<b>DEC 2022</b>					<b>756,904.56</b>	<b>491,653.95</b>	<b>1,248,558.51</b>
01/01/2023	Paydown	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	2,077.33	1.22	2,078.55
01/07/2023	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
01/09/2023	Interest	06367TQW3	1,500,000.00	Bank of Montreal Note 0.625% Due 7/9/2024	0.00	4,687.50	4,687.50
01/11/2023	Interest	59217GER6	2,485,000.00	Metlife Note 1.875% Due 1/11/2027	0.00	23,296.88	23,296.88
01/13/2023	Interest	89236TJT3	2,700,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	19,575.00	19,575.00
01/14/2023	Interest	66815L2A6	1,870,000.00	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	0.00	7,480.00	7,480.00
01/14/2023	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
01/14/2023	Interest	64952WEK5	3,745,000.00	New York Life Global Note 1.45% Due 1/14/2025	0.00	27,151.25	27,151.25
01/15/2023	Interest	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	9,687.51	9,687.51
01/15/2023	Paydown	89236XAC0	1,136,219.11	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,611.45	255.71	36,867.16

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
01/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
01/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
01/15/2023	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	70,365.97	379.79	70,745.76
01/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
01/15/2023	Paydown	47787NAC3	491,978.79	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,574.80	136.10	24,710.90
01/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
01/15/2023	Paydown	65479JAD5	842,733.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	32,010.07	998.24	33,008.31
01/15/2023	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,262.86	417.80	128,680.66
01/15/2023	Paydown	43813DAC2	631,627.08	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	24,201.93	316.16	24,518.09
01/15/2023	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	78,009.20	346.67	78,355.87
01/15/2023	Paydown	47789KAC7	1,132,379.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	41,245.14	776.24	42,021.38
01/15/2023	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
01/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
01/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
01/15/2023	Paydown	477870AC3	155,581.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	8,153.95	182.28	8,336.23
01/15/2023	Paydown	58769EAC2	844,862.14	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	102,189.77	34.06	102,223.83



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
01/16/2023	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
01/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
01/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
01/17/2023	Interest	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	4,815.00	4,815.00
01/18/2023	Paydown	43813KAC6	1,457,694.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	80,945.48	274.96	81,220.44
01/20/2023	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
01/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
01/20/2023	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	68,243.44	698.36	68,941.80
01/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
01/20/2023	Paydown	92348AAA3	556,980.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	22,971.21	642.82	23,614.03
01/21/2023	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
01/21/2023	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
01/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
01/21/2023	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,458.12	130.02	38,588.14
01/25/2023	Interest	3137BYPQ7	3,276,032.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,930.73	7,930.73
01/25/2023	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/25/2023	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,015.77	11,015.77
01/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
01/25/2023	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	79,061.50	261.25	79,322.75
01/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
01/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
01/25/2023	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
01/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
01/31/2023	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
<b>JAN 2023</b>					<b>837,382.22</b>	<b>310,219.06</b>	<b>1,147,601.28</b>
02/01/2023	Paydown	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	8,430.84	4.95	8,435.79
02/11/2023	Interest	06406RAJ6	2,000,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	34,500.00	34,500.00
02/12/2023	Interest	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
02/14/2023	Maturity	78012U3M5	500,000.00	Royal Bank of Canada Yankee CD 1.35% Due 2/14/2023	500,000.00	6,843.75	506,843.75
02/15/2023	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
02/15/2023	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
02/15/2023	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
02/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2023	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	237,423.81	522.50	237,946.31
02/15/2023	Paydown	47787NAC3	491,978.79	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,584.43	125.65	24,710.08
02/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
02/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
02/15/2023	Paydown	477870AC3	155,581.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	8,170.94	167.26	8,338.20
02/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
02/15/2023	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,304.55	390.01	128,694.56
02/15/2023	Paydown	43813DAC2	631,627.08	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	24,218.47	299.62	24,518.09
02/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
02/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
02/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
02/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
02/15/2023	Paydown	47789KAC7	1,132,379.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	41,358.57	738.43	42,097.00
02/15/2023	Paydown	89236XAC0	1,136,219.11	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,492.86	245.03	36,737.89
02/15/2023	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	78,037.81	321.96	78,359.77
02/15/2023	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	70,388.83	357.51	70,746.34
02/15/2023	Paydown	65479JAD5	842,733.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	32,082.10	946.75	33,028.85

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
02/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
02/18/2023	Paydown	43813KAC6	1,457,694.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	80,970.43	250.01	81,220.44
02/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
02/20/2023	Paydown	92348AAA3	556,980.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	23,022.90	605.68	23,628.58
02/20/2023	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
02/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
02/20/2023	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	68,270.17	671.63	68,941.80
02/21/2023	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,467.42	121.36	38,588.78
02/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
02/25/2023	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
02/25/2023	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	10,990.99	10,990.99
02/25/2023	Interest	3137BYPQ7	3,276,032.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,930.73	7,930.73
02/25/2023	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
02/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
02/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
02/25/2023	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	79,080.60	239.51	79,320.11

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
02/25/2023	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	554,066.91	8,542.50	562,609.41
02/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
02/28/2023	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
02/28/2023	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50
<b>FEB 2023</b>					<b>2,033,371.64</b>	<b>370,888.45</b>	<b>2,404,260.09</b>
03/01/2023	Paydown	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	9,944.06	5.85	9,949.91
03/03/2023	Interest	808513BY0	1,300,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	15,925.00	15,925.00
03/05/2023	Interest	06051GHF9	2,550,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	45,262.50	45,262.50
03/08/2023	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
03/08/2023	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
03/10/2023	Interest	89114T2T2	1,900,000.00	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	0.00	26,600.00	26,600.00
03/11/2023	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50
03/13/2023	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
03/14/2023	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
03/15/2023	Interest	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	3,625.00	3,625.00
03/15/2023	Interest	91282CED9	7,000,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	61,250.00	61,250.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2023	Paydown	43813DAC2	631,627.08	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	24,235.02	283.07	24,518.09
03/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
03/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
03/15/2023	Paydown	47789KAC7	1,132,379.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	41,472.30	700.53	42,172.83
03/15/2023	Paydown	89236XAC0	1,136,219.11	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,373.01	234.39	36,607.40
03/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
03/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
03/15/2023	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	70,411.71	335.22	70,746.93
03/15/2023	Paydown	65479JAD5	842,733.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	32,154.27	895.16	33,049.43
03/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
03/15/2023	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	78,066.42	297.25	78,363.67
03/15/2023	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	237,445.57	457.21	237,902.78
03/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
03/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
03/15/2023	Paydown	477870AC3	155,581.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	8,187.95	152.22	8,340.17
03/15/2023	Paydown	47787NAC3	491,978.79	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,594.06	115.20	24,709.26
03/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2023	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,346.25	362.21	128,708.46
03/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
03/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
03/17/2023	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25
03/18/2023	Interest	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	6,656.25	6,656.25
03/18/2023	Paydown	43813KAC6	1,457,694.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	80,995.40	225.04	81,220.44
03/19/2023	Paydown	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	152,200.67	358.28	152,558.95
03/20/2023	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	194,805.07	697.13	195,502.20
03/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
03/20/2023	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	68,296.91	644.89	68,941.80
03/20/2023	Paydown	92348AAA3	556,980.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	23,074.70	568.46	23,643.16
03/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
03/21/2023	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,476.71	112.71	38,589.42
03/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
03/23/2023	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
03/25/2023	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	10,961.76	10,961.76
03/25/2023	Interest	3137BYPQ7	3,276,032.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,930.73	7,930.73

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2023	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	10,880.77	10,880.77
03/25/2023	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	79,099.71	217.76	79,317.47
03/25/2023	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	555,766.51	7,129.63	562,896.14
03/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
03/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
03/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
03/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
03/31/2023	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
03/31/2023	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
<b>MAR 2023</b>					<b>1,883,946.30</b>	<b>430,984.83</b>	<b>2,314,931.13</b>
04/01/2023	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
04/01/2023	Paydown	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	27,423.72	16.12	27,439.84
04/07/2023	Interest	69371RR73	2,970,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	0.00	42,322.50	42,322.50
04/10/2023	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
04/14/2023	Interest	78016EZ59	1,270,000.00	Royal Bank of Canada Note 3.375% Due 4/14/2025	0.00	21,431.25	21,431.25
04/15/2023	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
04/15/2023	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	78,095.05	272.53	78,367.58



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2023	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	237,467.34	391.91	237,859.25
04/15/2023	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	70,434.60	312.92	70,747.52
04/15/2023	Paydown	47787NAC3	491,978.79	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,603.69	104.75	24,708.44
04/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
04/15/2023	Paydown	65479JAD5	842,733.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	32,226.62	843.44	33,070.06
04/15/2023	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,387.95	334.41	128,722.36
04/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
04/15/2023	Paydown	43813DAC2	631,627.08	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	24,251.58	266.51	24,518.09
04/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
04/15/2023	Paydown	477870AC3	155,581.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	8,205.01	137.14	8,342.15
04/15/2023	Paydown	47789KAC7	1,132,379.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	41,586.34	662.51	42,248.85
04/15/2023	Paydown	89236XAC0	1,136,219.11	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,251.92	223.78	36,475.70
04/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
04/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
04/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
04/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
04/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
04/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
04/18/2023	Paydown	43813KAC6	1,457,694.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	81,020.37	200.07	81,220.44
04/19/2023	Paydown	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	9,114.10	21.45	9,135.55
04/20/2023	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
04/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
04/20/2023	Paydown	92348AAA3	556,980.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	23,126.61	531.16	23,657.77
04/20/2023	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	194,844.04	633.81	195,477.85
04/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
04/20/2023	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	68,323.66	618.14	68,941.80
04/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
04/21/2023	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,486.01	104.05	38,590.06
04/22/2023	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
04/22/2023	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
04/25/2023	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	10,853.96	10,853.96
04/25/2023	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	10,881.16	10,881.16
04/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00

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## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/25/2023	Paydown	3137BYPQ7	3,276,032.16	FHLMC K726 A2 2.905% Due 4/25/2024	2,124.28	7,930.73	10,055.01
04/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
04/25/2023	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	557,471.33	5,712.42	563,183.75
04/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
04/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
04/25/2023	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	79,118.83	196.01	79,314.84
04/28/2023	Interest	6174468Q5	1,600,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	17,504.00	17,504.00
04/28/2023	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
04/30/2023	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
04/30/2023	Interest	912828T91	1,050,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	8,531.25	8,531.25
04/30/2023	Interest	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	17,550.00	17,550.00
04/30/2023	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
04/30/2023	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
<b>APR 2023</b>					<b>1,762,563.05</b>	<b>471,574.21</b>	<b>2,234,137.26</b>
05/01/2023	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
05/01/2023	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
05/01/2023	Paydown	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	55,808.72	32.81	55,841.53

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/07/2023	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
05/08/2023	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
05/10/2023	Interest	665859AW4	1,345,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	26,900.00	26,900.00
05/12/2023	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
05/13/2023	Interest	14913R2V8	1,460,000.00	Caterpillar Financial Service Note 3.4% Due 5/13/2025	0.00	24,820.00	24,820.00
05/15/2023	Interest	91324PEG3	1,365,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.00	25,252.50	25,252.50
05/15/2023	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
05/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
05/15/2023	Paydown	477870AC3	155,581.31	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	8,222.11	122.03	8,344.14
05/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,140.03	565.04	43,705.07
05/15/2023	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	237,489.11	326.61	237,815.72
05/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
05/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
05/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
05/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
05/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50

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## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2023	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	70,457.48	290.62	70,748.10
05/15/2023	Paydown	47787NAC3	491,978.79	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,613.33	94.29	24,707.62
05/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,030.42	559.00	56,589.42
05/15/2023	Paydown	65479JAD5	842,733.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	32,299.13	791.61	33,090.74
05/15/2023	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,429.68	306.59	128,736.27
05/15/2023	Paydown	43813DAC2	631,627.08	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	24,268.15	249.94	24,518.09
05/15/2023	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	78,123.68	247.80	78,371.48
05/15/2023	Paydown	47789KAC7	1,132,379.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	41,700.71	624.39	42,325.10
05/15/2023	Paydown	89236XAC0	1,136,219.11	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,129.55	213.21	36,342.76
05/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
05/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
05/18/2023	Paydown	43813KAC6	1,457,694.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	81,045.36	175.08	81,220.44
05/19/2023	Paydown	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	669,494.27	1,575.99	671,070.26
05/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
05/20/2023	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	194,883.01	570.49	195,453.50
05/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
05/20/2023	Paydown	92348AAA3	556,980.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	23,178.65	493.77	23,672.42

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/20/2023	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	68,350.42	591.38	68,941.80
05/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,476.86	751.67	47,228.53
05/21/2023	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,495.31	95.39	38,590.70
05/25/2023	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	8,883.97	8,883.97
05/25/2023	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	10,717.13	10,717.13
05/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
05/25/2023	Paydown	3137BYPQ7	3,276,032.16	FHLMC K726 A2 2.905% Due 4/25/2024	3,911.30	7,925.59	11,836.89
05/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	90,444.13	916.67	91,360.80
05/25/2023	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	559,181.37	4,290.87	563,472.24
05/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
05/25/2023	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	79,137.95	174.25	79,312.20
05/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
05/31/2023	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
<b>MAY 2023</b>					<b>2,691,310.73</b>	<b>303,385.29</b>	<b>2,994,696.02</b>
<b>TOTAL</b>					<b>16,465,930.92</b>	<b>4,901,234.86</b>	<b>21,367,165.78</b>

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
90LAIF\$00	Local Agency Investment Fund State Pool	113,494,697.40	Various 0.73%	113,494,697.40 113,494,697.40	1.00 0.73%	113,494,697.40 101,498.22	27.40% 0.00	NR NR	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	628,505.60	Various 0.43%	628,505.60 628,505.60	1.00 0.43%	628,505.60 0.00	0.15% 0.00	Aaa AAA	0.00 0.00
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,544.70	08/27/2019 1.90%	6,680.96 6,680.96	100.03 2.12%	6,546.58 8.46	0.00% (134.38)	Aaa NR	0.12 0.04
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	504,468.32	08/20/2019 1.79%	504,464.13 504,464.13	99.94 2.06%	504,177.75 399.09	0.12% (286.38)	Aaa AAA	0.16 0.21
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	1,591,288.32	Various 2.22%	1,647,172.65 1,647,172.65	100.06 1.67%	1,592,181.11 4,097.56	0.39% (54,991.54)	Aaa NR	0.23 0.18
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	844,862.14	09/15/2020 0.40%	844,819.30 844,819.30	99.39 2.14%	839,692.41 150.20	0.20% (5,126.89)	NR AAA	0.33 0.35
78012U3M5	Royal Bank of Canada Yankee CD 1.35% Due 2/14/2023	500,000.00	02/11/2022 1.35%	500,000.00 500,000.00	99.22 2.44%	496,115.50 2,006.25	0.12% (3,884.50)	P-1 A-1+	0.71 0.70
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	1,457,694.37	09/22/2020 0.38%	1,457,480.23 1,457,480.23	98.69 2.46%	1,438,565.05 194.76	0.35% (18,915.18)	NR AAA	0.76 0.63
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	155,581.31	07/16/2019 2.23%	155,548.29 155,548.29	100.09 1.87%	155,717.60 152.82	0.04% 169.31	Aaa NR	0.79 0.25
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	491,978.79	07/14/2020 0.52%	491,903.82 491,903.82	98.78 2.47%	485,954.50 111.52	0.12% (5,949.32)	Aaa NR	0.83 0.63
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	1,640,000.00	10/20/2020 0.39%	1,639,622.31 1,639,622.31	98.29 2.70%	1,611,874.00 276.98	0.39% (27,748.31)	NR AAA	0.87 0.74
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	2,825,000.00	02/02/2021 0.27%	2,824,475.68 2,824,475.68	97.99 2.72%	2,768,180.78 326.44	0.67% (56,294.90)	Aaa NR	0.92 0.82
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019 2.18%	3,458,875.00 3,458,875.00	100.64 2.22%	3,371,594.10 1,708.50	0.81% (87,280.90)	Aaa NR	0.94 0.98
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	1,900,000.00	06/08/2021 0.34%	1,899,715.00 1,899,715.00	97.79 2.73%	1,858,055.60 278.67	0.45% (41,659.40)	Aaa AAA	1.00 0.92
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	770,000.00	02/17/2021 0.27%	769,985.91 769,985.91	97.85 2.96%	753,441.92 57.75	0.18% (16,543.99)	Aaa NR	1.02 0.80

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## Holdings by Maturity

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	556,980.52	10/01/2019 1.95%	556,937.57 556,937.57	100.00 1.96%	556,957.68 330.17	0.13% 20.11	NR AAA	1.02 0.30
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	1,800,000.00	07/20/2018 2.86%	1,790,964.00 1,790,964.00	100.66 2.11%	1,811,883.60 22,275.00	0.44% 20,919.60	Aaa AA+	1.05 1.02
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	631,627.08	05/18/2020 0.83%	631,577.37 631,577.37	99.16 2.41%	626,322.69 230.19	0.15% (5,254.68)	Aaa AAA	1.08 0.53
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	842,733.01	10/16/2019 1.94%	842,688.52 842,688.52	99.91 2.22%	841,965.28 722.88	0.20% (723.24)	Aaa AAA	1.09 0.32
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	950,000.00	09/08/2021 0.34%	949,901.96 949,901.96	97.55 2.74%	926,689.86 52.25	0.22% (23,212.10)	Aaa NR	1.11 1.03
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	930,000.00	07/11/2018 3.49%	928,391.10 928,391.10	100.92 2.61%	938,553.21 12,210.13	0.23% 10,162.11	A3 A-	1.12 1.08
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	3,850,000.00	08/28/2018 3.03%	3,931,662.11 3,931,662.11	100.86 2.47%	3,883,294.80 11,328.63	0.94% (48,367.31)	NR NR	1.13 1.01
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,132,379.21	Various 1.00%	1,134,819.63 1,134,819.63	99.33 2.53%	1,124,786.62 553.60	0.27% (10,033.01)	Aaa NR	1.14 0.47
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	2,000,000.00	05/16/2019 2.79%	2,052,600.00 2,052,600.00	101.16 2.46%	2,023,110.00 21,083.33	0.49% (29,490.00)	A1 A	1.20 1.16
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,750,000.00	Various 2.97%	3,837,910.16 3,837,910.16	100.85 2.66%	3,781,856.25 2,204.38	0.91% (56,053.91)	Aaa NR	1.20 1.21
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	1,340,000.00	04/20/2021 0.38%	1,339,859.03 1,339,859.03	97.14 3.00%	1,301,666.63 226.31	0.31% (38,192.40)	NR AAA	1.21 1.10
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	2,145,000.00	08/10/2021 0.39%	2,144,970.83 2,144,970.83	97.19 2.83%	2,084,755.53 255.61	0.50% (60,215.30)	NR AAA	1.22 1.16
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,136,219.11	10/06/2020 0.36%	1,136,007.43 1,136,007.43	98.78 2.51%	1,122,303.85 176.75	0.27% (13,703.58)	NR AAA	1.31 0.57
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	2,260,000.00	10/03/2018 3.64%	2,258,146.80 2,258,146.80	101.05 2.83%	2,283,664.46 11,606.04	0.55% 25,517.66	A3 A-	1.36 1.31
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,260,000.00	08/04/2020 0.48%	2,259,525.40 2,259,525.40	98.55 2.61%	2,227,126.04 324.56	0.54% (32,399.36)	Aaa NR	1.39 0.68
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	1,000,000.00	01/11/2022 1.11%	999,850.50 999,850.50	97.26 3.13%	972,617.00 183.33	0.23% (27,233.50)	NR AAA	1.40 1.36



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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
912828T91	US Treasury Note 1.625% Due 10/31/2023	1,050,000.00	05/29/2019 2.05%	1,031,091.80	99.05	1,040,033.40	0.25%	Aaa	1.42
				1,031,091.80	2.31%	1,483.70	8,941.60	AA+	1.39
3130A0F70	FHLB Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019 2.73%	3,602,165.00	101.40	3,549,024.50	0.87%	Aaa	1.52
				3,602,165.00	2.43%	56,765.63	(53,140.50)	AA+	1.45
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	1,205,000.00	01/11/2022 1.16%	1,204,973.37	97.23	1,171,567.28	0.28%	Aaa	1.54
				1,204,973.37	3.07%	621.24	(33,406.09)	AAA	1.47
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97	99.82	4,491,738.00	1.09%	Aaa	1.59
				4,588,417.97	2.37%	42,513.81	(96,679.97)	AA+	1.53
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	2,105,000.00	02/15/2022 1.91%	2,104,981.90	97.88	2,060,418.21	0.50%	Aaa	1.60
				2,104,981.90	3.25%	1,222.07	(44,563.69)	NR	1.59
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	03/01/2021 0.47%	2,138,480.60	96.44	2,063,726.12	0.50%	A2	1.63
				2,138,480.60	2.70%	3,584.50	(74,754.48)	A	1.60
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88	100.54	5,026,760.00	1.22%	Aaa	1.71
				5,121,796.88	2.43%	40,262.43	(95,036.88)	AA+	1.65
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,276,032.16	04/22/2019 2.72%	3,299,450.68	99.96	3,274,833.13	0.79%	NR	1.72
				3,299,450.68	2.83%	7,930.73	(24,617.55)	AAA	1.67
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	2,565,000.00	02/23/2022 1.98%	2,564,596.27	97.97	2,512,861.25	0.61%	NR	1.76
				2,564,596.27	3.17%	1,536.15	(51,735.02)	AAA	1.70
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	2,550,000.00	Various 3.18%	2,570,550.00	100.42	2,560,582.50	0.62%	A2	1.76
				2,570,550.00	2.73%	21,625.42	(9,967.50)	A-	1.69
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019 2.27%	1,045,410.00	101.26	1,012,579.00	0.25%	Aaa	1.77
				1,045,410.00	2.52%	7,493.06	(32,831.00)	AA+	1.70
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019 2.37%	4,000,280.00	99.68	3,987,232.00	0.97%	Aaa	1.77
				4,000,280.00	2.56%	21,902.78	(13,048.00)	AA+	1.71
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,270,000.00	03/26/2019 2.97%	1,286,078.20	100.46	1,275,872.48	0.31%	A1	1.78
				1,286,078.20	2.98%	9,172.22	(10,205.72)	A	1.71
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,900,000.00	03/30/2021 0.33%	2,892,976.56	96.18	2,789,098.20	0.67%	Aaa	1.79
				2,892,976.56	2.45%	1,536.68	(103,878.36)	AA+	1.77
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,775,000.00	03/16/2021 0.77%	1,774,112.50	96.66	1,715,778.90	0.41%	A2	1.80
				1,774,112.50	2.66%	2,699.48	(58,333.60)	A	1.76

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44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	730,000.00	11/09/2021 0.75%	729,837.06	95.92	700,216.00	0.17%	NR	1.83
				729,837.06	3.22%	240.09	(29,621.06)	AAA	1.67
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	955,000.00	11/09/2021 0.71%	954,979.66	95.88	915,691.25	0.22%	NR	1.84
				954,979.66	3.71%	301.36	(39,288.41)	AAA	1.39
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	1,025,000.00	11/16/2021 0.89%	1,024,783.93	96.10	985,044.48	0.24%	Aaa	1.85
				1,024,783.93	3.20%	250.56	(39,739.45)	NR	1.70
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	1,065,000.00	05/10/2022 3.23%	1,064,944.62	99.89	1,063,851.93	0.26%	Aaa	1.87
				1,064,944.62	3.28%	1,234.51	(1,092.69)	AAA	2.04
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,290,000.00	07/13/2021 0.52%	1,289,884.93	95.16	1,227,511.11	0.30%	Aaa	1.88
				1,289,884.93	3.53%	298.13	(62,373.82)	NR	1.63
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25	99.09	4,756,123.20	1.15%	Aaa	1.92
				4,833,281.25	2.49%	8,347.82	(77,158.05)	AA+	1.86
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	780,000.00	10/13/2021 0.68%	779,980.11	96.24	750,695.40	0.18%	Aaa	1.96
				779,980.11	3.15%	221.00	(29,284.71)	AAA	1.54
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40	100.60	5,532,763.51	1.35%	Aaa	2.04
				5,740,000.40	2.57%	73,352.43	(207,236.89)	AA+	1.94
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91	98.90	4,846,021.60	1.18%	Aaa	2.08
				4,942,253.91	2.55%	41,149.18	(96,232.31)	AA+	2.01
06367TQW3	Bank of Montreal Note 0.625% Due 7/9/2024	1,500,000.00	02/09/2022 1.89%	1,455,540.00	94.87	1,423,108.50	0.34%	A2	2.11
				1,455,540.00	3.16%	3,697.92	(32,431.50)	A-	2.06
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	3,100,000.00	Various 0.92%	3,076,192.60	95.40	2,957,322.50	0.72%	A2	2.13
				3,076,192.60	2.88%	7,319.44	(118,870.10)	A+	2.08
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	660,000.00	01/11/2022 1.27%	659,942.65	96.82	639,020.59	0.15%	NR	2.13
				659,942.65	3.29%	346.50	(20,922.06)	AAA	1.58
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	1,650,000.00	02/15/2022 1.89%	1,649,751.84	97.03	1,600,917.47	0.39%	Aaa	2.17
				1,649,751.84	3.37%	1,378.67	(48,834.37)	AAA	2.02
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85	98.15	701,742.47	0.17%	A1	2.21
				713,419.85	3.02%	4,526.35	(11,677.38)	A+	2.12

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912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019	5,140,234.38	99.51	4,975,390.00	1.21%	Aaa	2.21
			1.75%	5,140,234.38	2.60%	34,772.10	(164,844.38)	AA+	2.12
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	1,350,000.00	03/09/2022	1,349,948.03	97.76	1,319,723.56	0.32%	NR	2.26
			2.23%	1,349,948.03	3.36%	1,332.00	(30,224.47)	AAA	2.00
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019	4,206,760.00	100.46	4,018,212.00	0.98%	Aaa	2.29
			1.79%	4,206,760.00	2.67%	24,916.67	(188,548.00)	AA+	2.18
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019	3,462,753.45	98.31	3,327,928.90	0.81%	Aa2	2.34
			1.91%	3,462,753.45	3.15%	13,540.00	(134,824.55)	AA-	2.24
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	1,010,000.00	03/10/2022	1,009,776.59	97.52	984,937.86	0.24%	Aaa	2.34
			2.34%	1,009,776.59	3.69%	1,041.42	(24,838.73)	NR	1.84
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various	3,564,275.00	97.51	3,412,769.50	0.83%	Aaa	2.38
			1.21%	3,564,275.00	2.72%	7,267.36	(151,505.50)	AA+	2.30
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019	4,090,468.75	99.07	3,962,968.00	0.96%	Aaa	2.42
			1.77%	4,090,468.75	2.65%	7,826.09	(127,500.75)	AA+	2.33
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019	3,598,128.00	97.85	3,522,520.80	0.85%	A1	2.42
			2.26%	3,598,128.00	3.18%	6,750.00	(75,607.20)	A	2.32
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various	2,624,484.21	98.20	2,546,359.71	0.62%	A2	2.44
			1.88%	2,624,484.21	2.92%	3,561.77	(78,124.50)	A	2.35
74153WCQ0	Pricoa Global Funding Note 1.15% Due 12/6/2024	1,975,000.00	12/01/2021	1,972,965.75	95.03	1,876,919.53	0.46%	Aa3	2.52
			1.19%	1,972,965.75	3.22%	10,914.62	(96,046.22)	AA-	2.43
3130AQF40	FHLB Note 1% Due 12/20/2024	4,300,000.00	12/21/2021	4,297,205.00	95.87	4,122,478.80	1.00%	Aaa	2.56
			1.02%	4,297,205.00	2.68%	18,991.67	(174,726.20)	AA+	2.48
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various	4,282,878.20	97.32	4,106,760.52	1.00%	Aaa	2.61
			1.30%	4,282,878.20	2.70%	27,430.00	(176,117.68)	AA+	2.51
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	2,700,000.00	01/10/2022	2,696,382.00	96.01	2,592,202.50	0.63%	A1	2.62
			1.50%	2,696,382.00	3.05%	15,007.50	(104,179.50)	A+	2.52
64952WEK5	New York Life Global Note 1.45% Due 1/14/2025	3,745,000.00	01/11/2022	3,740,955.40	95.82	3,588,402.83	0.87%	Aaa	2.63
			1.49%	3,740,955.40	3.12%	20,665.12	(152,552.57)	AA+	2.52
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020	4,136,171.15	97.10	4,024,890.34	0.98%	A1	2.65
			2.10%	4,136,171.15	3.20%	30,684.51	(111,280.81)	AA-	2.52
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020	6,569,937.25	96.78	6,362,969.40	1.54%	Aaa	2.71
			1.52%	6,569,937.25	2.75%	29,861.46	(206,967.85)	AA+	2.60

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912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	95.88 2.69%	6,711,250.00 19,901.49	1.62% (396,757.81)	Aaa AA+	2.75 2.67
91282CED9	US Treasury Note 1.75% Due 3/15/2025	7,000,000.00	04/05/2022 2.65%	6,823,085.94 6,823,085.94	97.43 2.71%	6,820,079.00 25,964.67	1.65% (3,006.94)	Aaa AA+	2.79 2.69
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	2,970,000.00	03/31/2022 2.86%	2,969,227.80 2,969,227.80	99.07 3.19%	2,942,396.82 12,696.75	0.71% (26,830.98)	A1 A+	2.85 2.70
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	1,270,000.00	04/07/2022 3.39%	1,269,530.10 1,269,530.10	99.65 3.50%	1,265,589.29 5,595.94	0.31% (3,940.81)	A1 A	2.87 2.70
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	94.09 2.77%	4,958,342.74 3,568.23	1.20% (300,801.06)	Aaa AA+	2.90 2.83
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02 2,862,660.02	95.35 3.54%	2,632,674.24 4,256.54	0.64% (229,985.78)	A2 A-	2.92 2.80
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	1,460,000.00	05/10/2022 3.44%	1,458,145.80 1,458,145.80	100.73 3.14%	1,470,625.88 2,482.00	0.36% 12,480.08	A2 A	2.95 2.78
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	2,765,000.00	05/17/2022 3.42%	2,764,388.38 2,764,388.38	100.51 3.23%	2,779,145.74 1,822.60	0.67% 14,757.36	NR AAA	2.96 2.77
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 0.92%	3,299,268.65 3,299,268.65	94.72 2.84%	3,120,915.27 13,575.40	0.76% (178,353.38)	A2 A-	3.01 2.91
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	940,000.00	04/27/2022 3.46%	939,746.20 939,746.20	99.99 3.45%	939,928.56 2,432.25	0.23% 182.36	A2 A-	3.04 2.86
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	93.41 2.77%	5,791,277.40 14,122.22	1.40% (405,454.50)	Aaa AA+	3.05 2.98
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 1.05%	1,565,968.20 1,565,968.20	94.62 2.95%	1,480,831.17 6,655.68	0.36% (85,137.03)	A2 A-	3.07 2.97
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	92.86 2.76%	5,850,469.80 8,531.25	1.41% (427,429.80)	Aaa AA+	3.14 3.08
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	92.43 2.76%	5,545,548.00 5,013.81	1.34% (333,514.50)	Aaa AA+	3.17 3.11
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	92.57 2.79%	5,818,118.78 6,285.00	1.41% (442,320.42)	Aaa AA+	3.24 3.17
3137EAEEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	92.41 2.79%	5,816,894.75 4,458.96	1.40% (459,451.30)	Aaa AA+	3.32 3.25

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91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	92.01 2.78%	2,944,249.60 1,355.19	0.71% (186,125.40)	Aaa AA+	3.34 3.27
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	92.44 2.84%	5,824,009.80 2,887.50	1.41% (448,351.05)	Aaa AAA	3.41 3.33
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	91.82 2.78%	5,508,984.00 1,304.35	1.33% (414,141.00)	Aaa AA+	3.42 3.36
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	92.56 2.79%	5,831,280.00 2,100.00	1.41% (448,615.00)	Aaa AA+	3.44 3.36
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	91.97 2.80%	3,494,962.60 38.93	0.84% (236,904.59)	Aaa AA+	3.50 3.43
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	3,000,000.00	Various 1.12%	2,969,700.00 2,969,700.00	90.80 3.68%	2,723,949.00 12,468.76	0.66% (245,751.00)	Aa2 AA+	3.53 3.40
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	1,870,000.00	12/06/2021 1.47%	1,820,388.90 1,820,388.90	90.93 3.49%	1,700,396.61 5,693.11	0.41% (119,992.29)	Aaa AA+	3.63 3.50
3137BSRE5	FHLMC K059 A2 3.12% Due 9/25/2026	3,000,000.00	02/18/2022 1.98%	3,128,437.50 3,128,437.50	99.73 3.16%	2,992,014.00 7,800.00	0.72% (136,423.50)	NR AAA	3.82 3.89
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	92.57 2.91%	5,915,171.88 6,367.81	1.43% (445,561.92)	Aaa AAA	3.89 3.77
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 1.41%	1,037,330.00 1,037,330.00	95.07 3.59%	950,727.00 2,256.58	0.23% (86,603.00)	A2 A-	3.90 3.68
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	1,600,000.00	05/18/2022 3.87%	1,511,376.00 1,511,376.00	95.42 3.61%	1,526,640.00 3,209.07	0.37% 15,264.00	A1 A-	3.91 3.69
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	92.26 3.10%	4,488,604.68 2,567.64	1.08% (355,378.52)	A1 AA	3.95 3.82
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	92.13 3.29%	741,625.57 411.44	0.18% (65,979.48)	A3 A+	3.96 3.81
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	91.45 3.40%	3,040,652.65 16,936.72	0.74% (282,884.35)	A1 A+	4.05 3.88
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 1.39%	3,007,920.00 3,007,920.00	92.48 3.47%	2,774,445.00 17,806.50	0.67% (233,475.00)	A2 A-	4.05 3.86

## City of Corona Consolidated

Account #10003

## Holdings by Maturity

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	91.00 3.56%	2,067,560.90 10,224.00	0.50% (203,809.02)	Aa3 AA+	4.13 3.94
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021 1.35%	1,586,425.78 1,586,425.78	97.98 3.15%	1,469,658.00 3,316.25	0.36% (116,767.78)	NR NR	4.15 3.90
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	91.74 2.83%	1,440,291.31 2,975.75	0.35% (118,608.30)	Aaa AA+	4.25 4.12
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	90.29 3.72%	1,548,428.91 4,585.24	0.37% (164,993.29)	Aa3 AA-	4.29 4.09
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	91.82 3.10%	720,786.22 1,694.29	0.17% (62,730.13)	Aa2 AA	4.30 4.13
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021 1.19%	3,083,172.27 3,083,172.27	92.07 2.83%	2,881,922.46 4,639.41	0.70% (201,249.81)	Aaa AA+	4.34 4.19
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	3,120,000.00	11/15/2021 1.25%	3,100,987.50 3,100,987.50	92.97 2.83%	2,900,626.56 3,052.17	0.70% (200,360.94)	Aaa AA+	4.42 4.25
59217GER6	Metlife Note 1.875% Due 1/11/2027	2,485,000.00	01/03/2022 1.90%	2,482,167.10 2,482,167.10	92.68 3.61%	2,303,023.45 18,119.79	0.56% (179,143.65)	Aa3 AA-	4.62 4.32
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	1,300,000.00	03/09/2022 2.73%	1,282,866.00 1,282,866.00	95.27 3.54%	1,238,541.20 7,785.56	0.30% (44,324.80)	A2 A	4.76 4.41
89114TZT2	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	1,900,000.00	03/09/2022 2.97%	1,884,933.00 1,884,933.00	95.65 3.80%	1,817,338.60 11,970.00	0.44% (67,594.40)	A1 A	4.78 4.38
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	1,345,000.00	05/05/2022 4.04%	1,342,821.10 1,342,821.10	102.52 3.43%	1,378,876.52 3,138.33	0.33% 36,055.42	A2 A+	4.86 4.39
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	1,365,000.00	05/17/2022 3.69%	1,365,638.40 1,365,638.40	101.02 3.47%	1,378,928.46 1,543.21	0.33% 13,290.06	A3 A+	4.88 4.43
<b>TOTAL PORTFOLIO</b>		<b>424,667,592.04</b>	<b>1.29%</b>	<b>425,817,742.06</b> <b>425,817,742.06</b>	<b>2.27%</b>	<b>413,438,205.05</b> <b>1,106,216.92</b>	<b>100.00%</b> <b>(12,379,537.01)</b>	<b>Aa1</b> <b>AA</b>	<b>1.87</b> <b>1.79</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>414,544,421.97</b>			

## City of Corona Consolidated

Account #10003

## Issuer Report

As of May 31, 2022



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Local Agency Investment Fund	\$113,494,697.40	\$113,494,697.40	\$113,494,697.40	\$113,596,195.62	27.40%
Government of United States	\$72,970,000.00	\$72,979,104.32	\$70,136,045.93	\$70,378,183.51	16.98%
Federal Home Loan Mortgage Corp	\$41,287,320.48	\$41,805,080.78	\$40,207,648.94	\$40,311,161.66	9.72%
Federal National Mortgage Association	\$31,775,000.00	\$31,843,363.10	\$29,918,548.94	\$29,979,321.75	7.23%
Federal Home Loan Bank	\$22,300,000.00	\$22,891,820.40	\$22,222,289.81	\$22,425,712.05	5.41%
Inter-American Dev Bank	\$6,390,000.00	\$6,360,733.80	\$5,915,171.88	\$5,921,539.69	1.43%
Honda ABS	\$6,038,789.77	\$6,038,043.41	\$5,908,469.36	\$5,910,980.38	1.43%
Intl Bank Recon and Development	\$6,300,000.00	\$6,272,360.85	\$5,824,009.80	\$5,826,897.30	1.41%
Toyota Motor Corp	\$6,025,000.00	\$6,019,919.00	\$5,632,855.15	\$5,664,799.37	1.37%
JP Morgan Chase & Co	\$5,860,000.00	\$5,902,566.85	\$5,552,473.44	\$5,574,961.10	1.34%
Bank of America Corp	\$5,550,000.00	\$5,578,470.00	\$5,335,027.50	\$5,374,459.42	1.30%
Royal Bank of Canada	\$5,370,000.00	\$5,367,658.10	\$5,284,225.59	\$5,298,577.78	1.28%
Hyundai Auto Receivables	\$5,060,000.00	\$5,059,266.43	\$4,933,480.19	\$4,935,555.57	1.19%
Toyota ABS	\$4,916,219.11	\$4,915,462.77	\$4,806,175.88	\$4,806,980.43	1.16%
Amazon.com Inc	\$4,865,000.00	\$4,843,983.20	\$4,488,604.68	\$4,491,172.32	1.08%
GM Financial Automobile Leasing Trust	\$4,250,000.00	\$4,249,952.73	\$4,145,173.74	\$4,146,651.42	1.00%
Bank of Montreal Chicago	\$4,261,000.00	\$4,318,200.02	\$4,055,782.74	\$4,063,737.20	0.98%
US Bancorp	\$4,145,000.00	\$4,136,171.15	\$4,024,890.34	\$4,055,574.85	0.98%
Caterpillar Inc	\$4,053,000.00	\$4,082,630.01	\$4,016,985.59	\$4,023,029.36	0.97%
John Deere ABS	\$4,086,484.01	\$4,088,614.22	\$3,985,454.27	\$3,987,620.22	0.96%
Metlife Inc	\$4,200,000.00	\$4,195,589.30	\$3,851,452.36	\$3,874,157.39	0.93%
Paccar Financial	\$3,685,000.00	\$3,682,647.65	\$3,644,139.29	\$3,661,362.39	0.88%
New York Life Global Funding	\$3,745,000.00	\$3,740,955.40	\$3,588,402.83	\$3,609,067.95	0.87%
State of California	\$3,385,000.00	\$3,462,753.45	\$3,327,928.90	\$3,341,468.90	0.81%
Honda Motor Corporation	\$3,190,000.00	\$3,186,537.90	\$3,222,217.67	\$3,246,033.84	0.78%
Toronto Dominion Holdings	\$3,170,000.00	\$3,171,011.20	\$3,093,211.08	\$3,114,353.30	0.75%
Hyundai Auto Lease Securitization	\$3,105,000.00	\$3,104,688.37	\$3,029,622.88	\$3,030,522.79	0.73%
Charles Schwab Corp/The	\$3,075,000.00	\$3,056,978.50	\$2,954,320.10	\$2,964,805.14	0.72%
Salesforce.com Inc	\$3,100,000.00	\$3,076,192.60	\$2,957,322.50	\$2,964,641.94	0.72%
Verizon Owner Trust	\$2,816,980.52	\$2,816,462.97	\$2,784,083.72	\$2,784,738.45	0.67%



## City of Corona Consolidated

Account #10003

## Issuer Report

As of May 31, 2022



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
American Express ABS	\$2,765,000.00	\$2,764,388.38	\$2,779,145.74	\$2,780,968.34	0.67%
Guardian Life Global Funding	\$3,000,000.00	\$2,969,700.00	\$2,723,949.00	\$2,736,417.76	0.66%
Toyota Lease Owner Trust	\$2,565,000.00	\$2,564,596.27	\$2,512,861.25	\$2,514,397.40	0.61%
United Health Group Inc	\$2,170,000.00	\$2,173,243.45	\$2,120,554.03	\$2,122,508.68	0.51%
Mass Mutual Insurance	\$2,272,000.00	\$2,271,369.92	\$2,067,560.90	\$2,077,784.90	0.50%
Deere & Company	\$2,140,000.00	\$2,138,480.60	\$2,063,726.12	\$2,067,310.62	0.50%
Bank of New York	\$2,000,000.00	\$2,052,600.00	\$2,023,110.00	\$2,044,193.33	0.49%
BMW Vehicle Lease Trust	\$1,950,000.00	\$1,949,752.46	\$1,899,306.86	\$1,899,542.44	0.46%
Prudential Financial Inc	\$1,975,000.00	\$1,972,965.75	\$1,876,919.53	\$1,887,834.15	0.46%
Northwestern Mutual Gbl	\$1,870,000.00	\$1,820,388.90	\$1,700,396.61	\$1,706,089.72	0.41%
Morgan Stanley	\$1,600,000.00	\$1,511,376.00	\$1,526,640.00	\$1,529,849.07	0.37%
GM Financial Securitized Term Auto Trust	\$1,440,000.00	\$1,439,922.76	\$1,389,715.99	\$1,390,283.49	0.34%
Northern Trust Corp	\$1,345,000.00	\$1,342,821.10	\$1,378,876.52	\$1,382,014.85	0.33%
BMW ABS	\$1,065,000.00	\$1,064,944.62	\$1,063,851.93	\$1,065,086.44	0.26%
National Rural Utilities	\$940,000.00	\$939,746.20	\$939,928.56	\$942,360.81	0.23%
Nissan ABS	\$842,733.01	\$842,688.52	\$841,965.28	\$842,688.16	0.20%
Mercedes-Benz Auto Lease Trust	\$844,862.14	\$844,819.30	\$839,692.41	\$839,842.61	0.20%
Wal-Mart Stores	\$785,000.00	\$783,516.35	\$720,786.22	\$722,480.51	0.17%
Federated Govt Obligation Money Market Fund	\$628,505.60	\$628,505.60	\$628,505.60	\$628,505.60	0.15%
<b>TOTAL</b>	<b>\$424,667,592.04</b>	<b>\$425,817,742.06</b>	<b>\$413,438,205.05</b>	<b>\$414,544,421.97</b>	<b>100.00%</b>





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

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

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

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



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

## Portfolio Performance

May 31, 2022

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
7/31/2006			
8/31/2006	0.744%	0.530%	0.633%
9/30/2006	0.559%	0.506%	0.533%
10/31/2006	0.585%	0.445%	0.517%
10/31/2006	0.585%	0.445%	0.517%
11/30/2006	0.655%	0.488%	0.573%
12/31/2006	-0.102%	0.203%	0.044%
1/31/2007	0.159%	0.350%	0.250%
2/28/2007	1.021%	0.604%	0.798%
3/31/2007	0.334%	0.407%	0.372%
4/30/2007	0.403%	0.415%	0.409%
5/31/2007	-0.330%	0.247%	-0.031%
6/30/2007	0.360%	0.413%	0.390%
7/31/2007	0.984%	0.429%	0.672%
8/31/2007	0.940%	0.464%	0.809%
9/30/2007	0.824%	0.415%	0.728%
10/31/2007	0.451%	0.410%	0.443%
11/30/2007	1.608%	0.401%	1.392%
12/31/2007	0.414%	0.404%	0.413%
1/31/2008	1.952%	0.388%	1.600%
2/29/2008	0.908%	0.329%	0.730%
3/31/2008	0.102%	0.321%	0.164%
4/30/2008	-0.683%	0.278%	-0.482%
5/31/2008	-0.519%	0.263%	-0.340%
6/30/2008	0.310%	0.237%	0.288%
7/31/2008	0.468%	0.237%	0.406%
8/31/2008	0.494%	0.232%	0.431%
9/30/2008	-0.920%	0.227%	-0.704%
10/31/2008	0.620%	0.231%	0.549%
11/30/2008	2.483%	0.208%	2.067%
12/31/2008	2.145%	0.206%	1.875%
1/31/2009	-0.248%	0.175%	-0.192%
2/28/2009	0.166%	0.141%	0.160%
3/31/2009	0.639%	0.153%	0.555%
4/30/2009	0.500%	0.132%	0.454%
5/31/2009	0.334%	0.134%	0.307%
6/30/2009	-0.121%	0.114%	-0.067%
7/31/2009	0.518%	0.089%	0.428%
8/31/2009	0.662%	0.074%	0.544%
9/30/2009	0.353%	0.062%	0.301%
10/31/2009	0.444%	0.054%	0.386%
11/30/2009	0.866%	0.050%	0.775%
12/31/2009	-1.061%	0.049%	-0.960%
1/31/2010	0.957%	0.048%	0.855%
2/28/2010	0.398%	0.041%	0.322%
3/31/2010	-0.270%	0.046%	-0.218%
4/30/2010	0.514%	0.048%	0.446%
5/31/2010	0.464%	0.047%	0.419%
6/30/2010	0.895%	0.042%	0.743%
7/31/2010	0.670%	0.049%	0.548%
8/31/2010	0.389%	0.043%	0.329%
9/30/2010	0.322%	0.041%	0.285%
10/31/2010	0.490%	0.041%	0.444%
11/30/2010	-0.447%	0.037%	-0.400%
12/31/2010	-0.424%	0.038%	-0.381%
1/31/2011	0.246%	0.038%	0.227%
2/28/2011	-0.060%	0.034%	-0.044%
3/31/2011	0.030%	0.037%	0.031%
4/30/2011	0.678%	0.050%	0.599%
5/31/2011	0.519%	0.036%	0.459%
6/30/2011	-0.059%	0.032%	-0.040%
7/31/2011	0.658%	0.046%	0.536%
8/31/2011	0.423%	0.031%	0.354%
9/30/2011	-0.178%	0.031%	-0.143%
10/31/2011	0.293%	0.035%	0.254%
11/30/2011	-0.053%	0.031%	-0.038%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
12/31/2011	0.307%	0.030%	0.264%
1/31/2012	0.542%	0.035%	0.466%
2/29/2012	-0.011%	0.030%	-0.002%
3/31/2012	-0.125%	0.032%	-0.095%
4/30/2012	0.449%	0.029%	0.372%
5/31/2012	0.072%	0.031%	0.064%
6/30/2012	0.107%	0.030%	0.089%
7/31/2012	0.431%	0.029%	0.332%
8/31/2012	0.181%	0.030%	0.151%
9/30/2012	0.046%	0.028%	0.042%
10/31/2012	-0.035%	0.028%	-0.024%
11/30/2012	0.243%	0.026%	0.210%
12/31/2012	-0.043%	0.028%	-0.034%
1/31/2013	-0.100%	0.023%	-0.084%
2/28/2013	0.218%	0.022%	0.185%
3/31/2013	0.056%	0.024%	0.052%
4/30/2013	0.225%	0.020%	0.213%
5/31/2013	-0.474%	0.022%	-0.442%
6/30/2013	-0.505%	0.020%	-0.424%
7/31/2013	0.280%	0.022%	0.240%
8/31/2013	-0.238%	0.023%	-0.200%
9/30/2013	0.493%	0.021%	0.438%
10/31/2013	0.339%	0.021%	0.305%
11/30/2013	0.150%	0.022%	0.137%
12/31/2013	-0.423%	0.025%	-0.379%
1/31/2014	0.483%	0.018%	0.434%
2/28/2014	0.175%	0.018%	0.148%
3/31/2014	-0.271%	0.020%	-0.228%
4/30/2014	0.274%	0.017%	0.239%
5/31/2014	0.380%	0.020%	0.338%
6/30/2014	-0.058%	0.019%	-0.047%
7/31/2014	-0.200%	0.019%	-0.157%
8/31/2014	0.289%	0.021%	0.242%
9/30/2014	-0.151%	0.020%	-0.124%
10/31/2014	0.392%	0.020%	0.333%
11/30/2014	0.320%	0.021%	0.273%
12/31/2014	-0.210%	0.023%	-0.175%
1/31/2015	0.961%	0.023%	0.800%
2/28/2015	-0.419%	0.020%	-0.297%
3/31/2015	0.404%	0.024%	0.325%
4/30/2015	0.035%	0.021%	0.032%
5/31/2015	0.082%	0.025%	0.071%
6/30/2015	-0.143%	0.024%	-0.105%
7/31/2015	0.166%	0.026%	0.131%
8/31/2015	-0.009%	0.028%	0.000%
9/30/2015	0.490%	0.027%	0.401%
10/31/2015	-0.089%	0.027%	-0.069%
11/30/2015	-0.240%	0.030%	-0.201%
12/31/2015	-0.085%	0.034%	-0.070%
1/31/2016	0.917%	0.034%	0.836%
2/29/2016	0.206%	0.036%	0.180%
3/31/2016	0.383%	0.043%	0.333%
4/30/2016	0.044%	0.041%	0.043%
5/31/2016	-0.121%	0.073%	-0.097%
6/30/2016	0.796%	0.048%	0.683%
7/31/2016	0.045%	0.020%	0.040%
8/31/2016	-0.215%	0.052%	-0.185%
9/30/2016	0.105%	0.053%	0.099%
10/31/2016	-0.128%	0.054%	-0.099%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
11/30/2016	-0.814%	0.055%	-0.696%
12/31/2016	0.063%	0.074%	0.064%
1/31/2017	0.177%	0.065%	0.163%
2/28/2017	0.203%	0.059%	0.175%
3/31/2017	0.092%	0.062%	0.086%
4/30/2017	0.330%	0.071%	0.282%
5/31/2017	0.236%	0.079%	0.205%
6/30/2017	-0.062%	0.081%	-0.036%
7/31/2017	0.305%	0.086%	0.259%
8/31/2017	0.304%	0.092%	0.269%
9/30/2017	-0.233%	0.092%	-0.181%
10/31/2017	-0.032%	0.094%	-0.007%
11/30/2017	-0.269%	0.096%	-0.213%
12/31/2017	0.026%	0.105%	0.036%
1/31/2018	-0.471%	0.123%	-0.382%
2/28/2018	-0.167%	0.108%	-0.108%
3/31/2018	0.219%	0.129%	0.201%
4/30/2018	-0.200%	0.154%	-0.132%
5/31/2018	0.467%	0.151%	0.405%
6/30/2018	-0.007%	0.151%	0.030%
7/31/2018	-0.005%	0.218%	0.043%
8/31/2018	0.458%	0.169%	0.419%
9/30/2018	-0.167%	0.168%	-0.123%
10/31/2018	0.039%	0.232%	0.062%
11/30/2018	0.384%	0.180%	0.357%
12/31/2018	0.968%	0.196%	0.882%
1/31/2019	0.514%	0.241%	0.477%
2/28/2019	0.166%	0.185%	0.169%
3/31/2019	0.774%	0.206%	0.670%
4/30/2019	0.192%	0.233%	0.200%
5/31/2019	0.822%	0.208%	0.704%
6/30/2019	0.687%	0.201%	0.612%
7/31/2019	-0.046%	0.235%	0.008%
8/31/2019	1.074%	0.199%	0.993%
9/30/2019	-0.144%	0.186%	-0.113%
10/31/2019	0.331%	0.218%	0.320%
11/30/2019	-0.005%	0.169%	0.008%
12/31/2019	0.194%	0.177%	0.193%
1/31/2020	0.845%	0.202%	0.804%
2/29/2020	1.016%	0.150%	0.911%
3/31/2020	0.494%	0.151%	0.461%
4/30/2020	0.757%	0.172%	0.707%
5/31/2020	0.513%	0.115%	0.480%
6/30/2020	0.284%	0.102%	0.272%
7/31/2020	0.259%	0.098%	0.238%
8/31/2020	0.049%	0.066%	0.051%
9/30/2020	0.012%	0.056%	0.016%
10/31/2020	-0.041%	0.060%	-0.034%
11/30/2020	0.137%	0.048%	0.133%
12/31/2020	0.164%	0.047%	0.159%
1/31/2021	-0.022%	0.049%	-0.018%
2/28/2021	-0.335%	0.031%	-0.299%
3/31/2021	-0.129%	0.031%	-0.117%
4/30/2021	0.212%	0.035%	0.195%
5/31/2021	0.228%	0.027%	0.213%
6/30/2021	-0.209%	0.022%	-0.181%
7/31/2021	0.329%	0.024%	0.283%
8/31/2021	-0.040%	0.019%	-0.029%
9/30/2021	-0.253%	0.017%	-0.208%
10/31/2021	-0.464%	0.026%	-0.378%
11/30/2021	-0.053%	0.017%	-0.041%
12/31/2021	-0.152%	0.018%	-0.120%
1/31/2022	-0.932%	0.025%	-0.739%
2/28/2022	-0.504%	0.021%	-0.372%
3/31/2022	-1.740%	0.031%	-1.247%
4/30/2022	-0.885%	0.048%	-0.635%
5/31/2022	0.580%	0.000%	0.446%

## City of Corona Consolidated

Account #10003

## Corona Supplemental

As of May 31, 2022



Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
ABS	\$41,746,068.56	\$40,918,999.50	\$41,743,603.21	9.80%			
Agency	\$75,045,000.00	\$71,983,056.30	\$75,650,330.40	17.77%	1,559	1,011	3.761
CMO	\$20,317,320.48	\$20,365,431.39	\$20,889,933.88	4.91%			
Corporate	\$83,891,000.00	\$80,348,242.85	\$83,835,719.15	19.69%			
LAIF	\$113,494,697.40	\$113,494,697.40	\$113,494,697.40	26.65%	1	1	0.680
Money Market Fund	\$628,505.60	\$628,505.60	\$628,505.60	0.15%			
Municipal Bonds	\$3,385,000.00	\$3,327,928.90	\$3,462,753.45	0.81%			
Negotiable CD	\$500,000.00	\$496,115.50	\$500,000.00	0.12%	203	113	0.250
Supranational	\$12,690,000.00	\$11,739,181.68	\$12,633,094.65	2.97%			
US Treasury	\$72,970,000.00	\$70,136,045.93	\$72,979,104.32	17.14%	1,699	864	4.337
<b>TOTAL PORTFOLIO</b>	<b>\$424,667,592.04</b>	<b>\$413,438,205.05</b>	<b>\$425,817,742.06</b>	<b>100.00%</b>	<b>1289</b>	<b>802</b>	<b>1.2196</b>
<b>AVERAGE DAILY BALANCE</b>			<b>\$402,932,346.00</b>				



## MEMORANDUM

**August 3, 2022**

**TO:** City Clerk

**FROM:** Kim Sitton  
Finance Director

**SUBJECT:** Monthly Fiscal Report, May 2022

Pursuant to CMC Section 2.28.010 (D) the attached report provides an accounting of all receipts, disbursements and fund balances for the month of May 2022, subject to final audit.

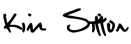
Prepared By:


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Financial Analyst


Reviewed By:

DocuSigned by:  
  
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Accounting Manager

Respectfully submitted:

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Finance Director

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Assistant City Manager

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City Treasurer



## CITY OF CORONA

## Receipts and Disbursements

May 31, 2022

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	\$ 10,577,109.91	\$ 61,898,189.43	\$ 61,475,416.89	\$ 10,999,882.45
Deposits in Transit	599,230.15	919,624.94	599,230.15	919,624.94
Outstanding Checks	(4,514,237.23)	4,514,237.23	2,879,236.37	(2,879,236.37)
Fiscal Agents	36,641,536.98	20,601,397.37	41,083,195.05	16,159,739.30
Investments	401,234,113.18	55,561,364.61	30,977,735.66	425,817,742.13
Unrealized Investment Gain (Loss)	0.00	0.00	0.00	0.00
Change Fund	10,148.00	0.00	0.00	10,148.00
Returned Checks	31,707.69	34,219.52	57,842.92	8,084.29
Pcard Reconciling Items	0.00	0.00	0.00	0.00
Credit Card Reconciling Items- Fees	(2,577.59)	2,577.59	2,453.31	(2,453.31)
<b>TOTAL</b>	<b>\$ 444,577,031.09</b>	<b>\$ 143,531,610.69</b>	<b>\$ 137,075,110.35</b>	<b>\$ 451,033,531.43</b>

\*For information purposes only

*Subject to final audit*





**CITY OF CORONA**  
**Cash Status Report**  
**May 31, 2022**

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	\$ 113,494,697.40	\$ -	\$ -	\$ -	\$ 113,494,697.40
Investment Account	312,323,044.73				312,323,044.73
Investment Total	425,817,742.13				425,817,742.13
General Account - Bank of America	10,564,809.55	747,165.32	(2,771,703.85)	5,630.98	8,545,902.00
Worker's Comp Account - Bank of America	435,072.90	172,459.62	(107,532.52)		500,000.00
Fiscal Agent Accounts	16,159,739.30				16,159,739.30
Petty Cash	10,148.00				10,148.00
BALANCE PER BOOKS OF CITY TREASURER & FINANCE DIRECTOR	\$ 452,987,511.88	\$ 919,624.94	\$ (2,879,236.37)	\$ 5,630.98	451,033,531.43

GENERAL LEDGER GRAND TOTAL  
Subject to final audit

\$ 451,033,531.43



**CITY OF CORONA**  
**Cash Balance By Fund**  
**May 31, 2022**

General Fund		\$ 130,227,325.23
Special Revenue Funds		
Gas Tax	8,157,220.97	
Measure A	17,952,475.89	
Trip Reduction	1,454,250.69	
Asset Forfeiture	465,426.52	
Development	29,181,520.42	
Residential Refuse/Recycling	136,059.72	
Landscape and Streetlight Maintenance	25,220,784.13	
Other Grants and Endowments	<u>15,472,307.25</u>	98,040,045.59
Debt Service Funds		
Public Financing Authority	<u>39.17</u>	39.17
Capital Project Funds		
Housing/Community Development	179,839.41	
Planned Local Drainage	377,965.97	
Other Grants	(8,321,052.92)	
Public Facility Project	(4,273,280.03)	
Corona Housing Authority	<u>27,454,010.50</u>	15,417,482.93
Enterprise Funds		
Water Utility	32,002,099.19	
Water Reclamation Utility	81,653,857.61	
Transit	1,131,621.46	
Electric Utility	25,949,888.19	
Airport	<u>1,438,755.38</u>	142,176,221.83
Internal Service Funds		
Fleet Operations	7,384,603.20	
Workers' Compensation	24,942,451.60	
Liability Risk	318,665.24	
Warehouse Services	529,125.97	
Information Technology	<u>5,908,761.68</u>	39,083,607.69
Fiduciary Funds		
AD & CFD Bond Funds	14,759,441.95	
AB109 PACT	25,060.36	
Successor Agency	<u>11,304,306.68</u>	26,088,808.99
Total All Funds		<u><u>\$ 451,033,531.43</u></u>

*Subject to final audit*



**CITY OF CORONA**  
**Investment Portfolio Report**  
**May 31, 2022**

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO
ABS	41,746,068.56	40,918,999.50	41,743,603.21	9.80%
Agency	75,045.00	71,983,056.30	75,650,330.40	17.77%
CMO	20,317,320.48	20,365,431.39	20,889,933.88	4.91%
Commercial Paper				0.00%
Corporate	83,891,000.00	80,348,242.85	83,835,719.15	19.69%
LAIF	113,494,697.40	113,494,697.40	113,494,697.40	26.65%
Money Market Fund FI	628,505.60	628,505.60	628,505.67	0.15%
Municipal Bonds	3,385,000.00	3,327,928.90	3,462,753.45	0.81%
Negotiable CD	500,000.00	496,115.50	500,000.00	0.12%
Supranational	12,690,000.00	11,739,181.68	12,633,094.65	2.97%
US Treasury	72,970,000.00	70,136,045.93	72,979,104.32	17.14%
<hr/>				
TOTAL PORTFOLIO	<b>\$ 349,697,637.04</b>	<b>\$ 413,438,205.05</b>	<b>\$ 425,817,742.13</b>	<b>100.00%</b>

Average Daily Balance

*Subject to final audit*

**ORDINANCE NO. 3343**

**AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, AMENDING SECTIONS 17.04.244, 17.44.130, AND 17.98.072 OF TITLE 17 (ZONING) OF THE CORONA MUNICIPAL CODE TO MODIFY THE DEFINITION AND STANDARDS FOR EMERGENCY SHELTERS IN THE M-1, M-2 AND M-3 ZONES (ZTA2022-0001).**

**WHEREAS**, Article XI, § 7 of the California Constitution authorizes cities to make and enforce within their jurisdictional limits ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Corona Municipal Code (“CMC”) Section 17.44.130, emergency shelters, as defined in CMC Section 17.04.244, are permitted in the M-1 zone and are permitted with Board of Zoning Adjustment approval in the M-2 and M-3 zones; and

**WHEREAS**, CMC Sections 17.04.244, 17.44.130(G) and 17.98.072(C)(1) limit occupancy in emergency shelters to 180 days or less within any one year period; and

**WHEREAS**, the City’s 2021-2029 Housing Element, approved by the City Council on November 3, 2021, pursuant to Resolution No. 2021-121, contains 27 programs, with qualitative and quantitative objectives intended to achieve the City’s housing goals; and

**WHEREAS**, Program 21 in the 2021-2029 Housing Element, which concerns housing for persons experiencing homelessness, includes an objective to establish a maximum length of stay at emergency shelters of no more than 180 consecutive days instead of a total of 180 days in a one year period; and

**WHEREAS**, on May 23, 2022, the Planning and Housing Commission of the City of Corona (“Planning Commission”) conducted a duly noticed public hearing and recommended that the City Council amend several sections of Title 17 (Zoning) of the CMC to permit occupancy in emergency shelters for up to 180 consecutive days (ZTA 2022-0001) (“Zone Text Amendment”); and

**WHEREAS**, the Planning Commission based its recommendation to adopt the Zone Text Amendment on the findings set forth below; and

**WHEREAS**, on July 6, 2022, the City Council held a duly noticed public hearing at which all persons wishing to testify in connection with this Zone Text Amendment were heard and this Zone Text Amendment was comprehensively reviewed.

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

**SECTION 1. CEQA Findings.** As the decision-making body for this Zone Text Amendment, the City Council finds that 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 involves minor text changes that will facilitate the City's efforts to provide services to persons experiencing homelessness. This action involves no physical impacts and does not modify density or capacity. As such, there is no possibility that adopting this Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required.

**SECTION 2. Zoning Findings.** Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council hereby makes and adopts the following findings:

A. The proposed Zone Text Amendment is consistent with the General Plan and applicable specific plans for the following reasons:

(i) ZTA 2022-0001 is consistent with General Plan Goal H-2 in that it will promote and preserve suitable housing and shelter for the unhoused because it will permit persons experiencing homelessness to remain at emergency shelters for up to 180 consecutive days rather than a total of 180 days in a one year period.

(ii) ZTA 2022-0001 is consistent with General Plan Policy H-2.4 in that it will provide a greater opportunity for persons experiencing homelessness to receive transitional support and other assistance.

B. The proposed Zone Text Amendment is consistent with Title 17 of the Corona Municipal Code for the following reason:

(i) CMC Title 17 regulates land use, development standards and performance standards within the City, and is a tool for implementing the City's General Plan (Government Code Section 65800), which includes the City's Housing Element. ZTA 2022-0001 creates consistency between CMC Title 17 and the City's Housing Element by allowing persons experiencing homelessness to remain at emergency shelters for up to 180 consecutive days rather than a total of 180 days in a one year period.

C. The proposed Zone Text Amendment will provide for the public health, safety and welfare for the following reason:

(i) ZTA 2022-0001 provides more opportunities and flexibility for sheltering persons experiencing homelessness.

**SECTION 3.** Section 17.04.244 (Emergency Shelter) of Chapter 17.04 (Definitions and Construction) of Title 17 (Zoning) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

#### **17.04.244 Emergency shelter.**

“**Emergency shelter**” means housing with minimal supportive services for target populations that is limited to occupancy of 180 consecutive days or less. No individual or household may be denied emergency shelter because of an inability to pay.

**SECTION 4.** Subsection (G) of Section 17.44.130 (Standards for emergency shelters in the M-1 zone) of Chapter 17.44 (Industrial Zones) of Title 17 (Zoning) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“(G) The length of stay for any client shall be a maximum of 180 consecutive nights;”

**SECTION 5.** Subsection (C) of Section 17.98.072 (Emergency shelter for the homeless) of Chapter 17.98 (Board of Zoning Adjustment and Special Use Permits) of Title 17 (Zoning) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

(C) Any approval by the Board of Zoning Adjustment for an emergency shelter shall be subject to conditions of approval which must include, but are not limited to, the following:

- (1) No person will be allowed to sleep at the same shelter for more than a total of 180 consecutive nights.
- (2) The maximum number of beds or persons permitted to be served nightly by the facility shall be based upon California Building Code Occupancy limits for the building in which the shelter is to be housed or developed.
- (3) On-site management is provided on a 24 hour basis.
- (4) Adequate exterior lighting must be provided and maintained for security purposes.

**SECTION 6. Official Record.** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Corona City Hall, 400 S. Vicentia Avenue, Corona, California 92882. The custodian for these records is the Planning and Development Director of the City of Corona.

**SECTION 7. Severability.** If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

**SECTION 8. Effective Date.** The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary

of it, to be published in a general circulation newspaper published in the City of Corona. This Ordinance shall take effect and be in force 30 days after its adoption.

**PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of August 2022.

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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, Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held the 6<sup>th</sup> day of July, 2022, and thereafter at a regular meeting held on the 3<sup>rd</sup> day of August, 2022, it was duly passed and adopted by the following vote of the Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 3<sup>rd</sup> day of August, 2022.

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

[SEAL]



## **SUMMARY**

On July 6, 2022, the Corona City Council will consider amending Sections 17.04.244 (Emergency Shelters), 17.44.130 (Standards for Emergency Shelters in the M-1 Zones) and 17.98.072 (Emergency shelter for the homeless) of Title 17 (Zoning) of the Corona Municipal Code to permit occupancy in emergency shelters for up to 180 consecutive days/nights. A certified copy of the full text of this proposed ordinance amendment is posted at the City Clerk's Office.

The City Council meets at 6:30 p.m. in the Council Chambers in the Corona City Hall located at 400 South Vicentia Avenue. The City Clerk is located in Suite 115 of the City Hall near the north entrance.



Staff Report

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**File #:** 22-0559

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 08/03/2022

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

**FROM:** Economic Development Department

**SUBJECT:**

Professional Services Agreement with Corona Chamber of Commerce for Business Promotion, Marketing, and Retention Services.

**EXECUTIVE SUMMARY:**

Council consideration of a Professional Services Agreement with the Corona Chamber of Commerce for Business Promotion, Marketing, and Retention Services. The proposed Agreement for Fiscal Year 2023 outlines a range of business marketing and promotion services at a not-to-exceed amount of up to \$87,500.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Approve the Professional Services Agreement with the Corona Chamber of Commerce for Business Promotion, Marketing, and Retention Services for a not-to-exceed amount of \$87,500.
- b. Authorize the City Manager or his designee, to execute the Professional Services Agreement with the Corona Chamber of Commerce.

**BACKGROUND & HISTORY:**

The Economic Development Department partners with various local, regional, state, and federal agencies to enhance the City's business offerings and resources to more than 12,000 businesses operating in Corona. Through these partnerships, the City leverages resources to address the varied needs of its business community. These efforts enable the City to be better positioned to offer a variety of programs, services, grants, and technical assistance to aid business growth and resiliency in Corona.

The City has a longstanding partnership with the Corona Chamber of Commerce (Chamber) to further promote business attraction, retention, and expansion. Historically, the City and Chamber have entered into an annual agreement to enhance business promotion and marketing to support business growth and expansion in Corona.

In anticipation of this year's proposed Agreement, the Chamber prepared a year-in-review letter highlighting accomplishments for Fiscal Year 2022, as well as a business proposal detailing proposed events and services for Fiscal Year 2023 (Attachment 1). Some notable accomplishments from Fiscal Year 2022 include:

- Hosted 27 business seminars, webinars, and workshops on a variety of topics
- Partnered with the City on its inaugural New Business Welcome Reception
- Held 36 grand opening and ribbon cutting events
- Held the Corona Fast Pitch Competition as part of Riverside County Innovation Month

#### **ANALYSIS:**

The FY23 Scope of Services (Scope) was developed based on the Chamber's business proposal (Attachment 1), which includes added or enhanced promotion and services from FY22 Professional Services Agreement. Notable new or enhanced services include:

- A customized marketing membership package including print and digital advertising in the Corona The Guide and Corona Business News publications
- Enhanced promotion of Innovation Month
- Good Morning Corona sponsorship
- Live Work Corona promotion
- Corona Job Fair

The Scope aligns with the forthcoming Economic Development Strategic Plan, specifically the following strategic actions:

- 1.4 Evaluate ways to enhance participation in the Annual Riverside County Innovation Month by promoting and coordinating events in Corona that showcase innovative and entrepreneurial businesses.
- 1.5 Enhance the relationship with the Corona Chamber of Commerce to create additional support for economic and workforce development initiatives including the Live Work Corona workforce development initiative and business events that support entrepreneurial development for small business owners.
- 1.6 Build upon the success of the inaugural New Business Reception with the Corona Chamber of Commerce and implement as an annual event to celebrate new businesses locating in Corona.
- 3.1 Continue to strengthen partnership with the Corona Chamber of Commerce to implement the Live Work Corona workforce development initiative with programming to include a local Corona Job Fair.

The Scope outlines costs associated with each of the major efforts, promotions, and/or events. The overall cost increase for this Agreement is \$9,500 more than FY22. Table 1 below provides a summarized view of the proposed Agreement's Scope. New items and cost increases are also displayed in Table 1.

Table 1: Summary of Scope of Services

Scope Items	Description	Total Cost
<b>Customized Marketing Membership Package</b> <i>NEW</i>	Print and Digital Marketing: • Corona The Guide annual publication - one (1) two-page advertisement and one (1) half-page advertisement in directory • Corona Business News bimonthly publication - one (1) article in four (4) publications Promotional Support: • Economic Development Department featured on Chamber outlets, includes: website, phone directory, weekly email newsletter, mobile app, and website	<b>\$15,000</b>
<b>Business Events and Promotions</b>	Itemized description of various events and promotions provided below.	<b>\$72,500</b>
Business Workshops*	Eight (8) workshops/events to support business growth and education, includes: • Coffee with an Entrepreneur - 6 • Other Seminars - 2 ○ Topics to be determined, but may include: How to Start a Home-Based Business, Resources for Minority-Owned Businesses, Attracting and Retaining New Customers, and Business 101	\$24,000
Business Seminars**	Two (2) in-depth seminars to support business education. Topics to be determined in support of key industry sectors.	\$10,000
New Business Welcome Reception	One (1) New Business Welcome Reception to provide new businesses with resources to support business operations.	\$4,000
Innovation Month***	Promotion and marketing of countywide Innovation Month and coordination of Corona Fast Pitch Competition to support entrepreneurship development.	\$12,000
Good Morning Corona Sponsorship <i>NEW</i>	City sponsorship of three (3) selected events, includes: One (1) table for up to ten (10) attendees and one (1) exhibitor space.	\$7,500
Live Work Corona Promotion	Promotion of City's Live Work Corona workforce development initiative and Hire Local Pledge, includes: digital and in-person outreach and promotion amongst current and new Chamber members.	\$5,000

Corona Job Fair	Citywide job fair to support hiring needs of Corona companies and employment needs of Corona residents.	\$10,000
<b>TOTAL COST</b>		<b>\$87,500</b>

\* An increase of \$1,000 per workshop due to increased costs for staff wages and inflation of goods and services (e.g., printing, food items for events, etc.).

\*\* An increase of \$1,000 per seminar due to increased costs for staff wages and inflation of goods and services (e.g., printing, food items for events, etc.).

\*\*\* An increase of \$2,000 to account for additional marketing and promotional outreach to encourage business participation.

To mitigate the total cost of the proposed Agreement, as well as provide a greater opportunity for enhanced service, the Chamber is proposing a reduction in the number of events to ensure quality of service over quantity of events. FY22's ambitious Scope included more than 30 events that resulted in lower participation rates than anticipated. The FY23 Scope includes 16 partnership events and enhanced outreach to the business community for Live Work Corona and Innovation Month. The proposed Agreement is for a total not-to-exceed amount of \$87,500 for Fiscal Year 2023.

#### **FINANCIAL IMPACT:**

The Economic Development Department's Fiscal Year 2023 budget includes \$82,000 for the Corona Chamber of Commerce contract. The additional \$5,500 for the Agreement will be transferred from General Government within the General Fund.

#### **ENVIRONMENTAL ANALYSIS:**

This action before Council is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the Guidelines for CEQA, which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action simply approves a formalized agreement between the City and Chamber for Business Promotion, Marketing, and Retention Services. Since there is no possibility that adopting this action will have a significant effect on the environment, no further environmental analysis is required.

**PREPARED BY:** AMANDA WICKER, ECONOMIC DEVELOPMENT ADMINISTRATOR

**REVIEWED BY:** JESSICA M. GONZALES, ECONOMIC DEVELOPMENT DIRECTOR

#### **Attachments:**

1. Exhibit 1 - Corona Chamber of Commerce Year-In-Review Letter and Business Proposal
2. Exhibit 2 - Professional Services Agreement with Corona Chamber of Commerce

## 2022 OFFICERS

*Board Chair*  
Palbinder Badesha  
EXPRESS EMPLOYMENT PROFESSIONALS

*Chair Elect*  
Dean Seif  
CARSTAR ALLSTAR COLLISION

*First Vice Chair*  
Dr. Anthony Pirritano  
INTEGRATED MEDICAL CENTER OF  
CORONA-COMPACCESS

*Treasurer/Finance Chair*  
Chad Miller  
SIZEWISE MANUFACTURING

*Finance Vice Chair*  
Sam Buenrostro, Ed.D.  
CORONA-NORCO UNIFIED SCHOOL  
DISTRICT

*Immediate Past Chair*  
Kim Mabon  
CREATIVE BY DESIGN

*President/CEO/Corporate Secretary*  
Bobby Spiegel  
CORONA CHAMBER OF COMMERCE

## BOARD OF DIRECTORS

Patrick Akes  
GRIMES-AKES FAMILY FUNERAL HOME

Kathy Armstrong  
DO IT AMERICAN MANUFACTURING

David Brambila  
CREATIVE MARKETING

Marta Cortez  
EDUARDO'S MEXICAN RESTAURANT

Jim Gore  
VULCAN MATERIALS COMPANY

Dr. Tim Gramling  
CALIFORNIA BAPTIST UNIVERSITY

Dr. Monica Green  
NORCO COLLEGE

Dr. Prabh Grewal  
CORONA ORAL SURGERY &  
IMPLANT CENTER

Ruth Jaffe  
KAISER PERMANENTE

Barry E. Knight  
BEK IMPACT CORP.

Jeff Miller  
JEFF MILLER INSURANCE AGENCY

Eugene Montanez  
ALLEGRA MARKETING-PRINT-MAIL  
IMAGE 360

Linda Pearson  
CORONA REGIONAL MEDICAL CENTER

Lea Petersen  
SOUTHERN CALIFORNIA GAS COMPANY

Lily Quiroa  
WASTE MANAGEMENT

Mike Quraishi  
ALADDIN CLEANING SERVICES, INC.

Janet Steiner  
MAKEDUST

Anne St.Germain  
LEVEL ADVISORS

John Weyhgandt  
WESTERN STATES FINANCIAL

Mark Widder  
VEG FRESH FARMS

Board Liaison for NAVSEA  
Corry Shedd  
NAVAL SURFACE WARFARE CENTER,  
CORONA DIVISION

June 1, 2022

City of Corona  
Attn: Management Services  
400 S. Vicentia Ave.  
Corona, CA 92882

Honorable Elected Officials: Mayor Wes Speake, Vice Mayor Tony Daddario, Council Member Jacque Casillas, Council Member Tom Richins, and Council Member Jim Steiner; City Manager Jacob Ellis; and Economic Development Director Jessica Gonzales,

It has been our privilege to partner with the City of Corona again for the 2021/2022 fiscal year. Included in this packet is a summary of our activities and accomplishments during this contract year.

We highlighted the successes of our partnered programs, as well as sharing the ways in which we supported City efforts outside of our contract. We'd like to take a moment to thank you for your support as well, as we worked toward the same goals of attracting and retaining great businesses and industries to our community.

We look forward to a prosperous 2022/2023 for the City and its business community and residents. Should you have any questions about the current contract year or potential partnerships for the upcoming FY or beyond, please let me know.

Sincerely,



**Bobby Spiegel**  
President/CEO  
CORONA Chamber  
(951) CHAMBER (242.6237)  
(951) 733-1836 Cell

## 2021-2022 City/Chamber Contract Recap

- **Seminars & Webinars**

Held every month throughout contract year. See attached PDF of dates and topics, followed by attached statistics (excel file). Twenty-seven have occurred to fulfill contract terms.

\$64,000

- **Grand Openings/Ribbon Cuttings**

Thirty-six have taken place during contract year July 1, 2021 to June 30, 2022 (36 as of this report)

*No charge to City*

- **New Business Reception**

March 15, 2022

Circle City Center

City led, with Chamber support

\$4,000

- **Innovation Month**

April 2022

Fast Pitch Competition held April 5, 2022

Results announced at City Council mtg April 6, 2022

Goal: 5-10 businesses pitching

Fast pitch had 7 competitors

Chamber led committee meetings (City participated throughout process), acquired prize money, collected applications, and advertised February through April. City/Chamber together planned event and recognition.

\$10,000

**Total Contract Fees: \$78,000**

- Continued -

## Additional Chamber Support/Activities Beyond Contract

- Hosting of 20<sup>th</sup> Anniversary 9/11 Memorial September 11, 2021 (*thank you for your partnership*), which included the planning of the event, scripting, obtaining speakers, coordinating vendors and volunteers, purchasing flags, supplies, and refreshments, printing names of those being honored, setting up and cleaning up of flags on Historic Civic Center lawn, and program promotions.
- Promotion of and participation in:
  - Additional government contracting webinar November 4, 2021
  - Emprendedor@s Program and Graduations: August 3, 2021 and March 31, 2022
  - Downtown Revitalization Project Business Community Meeting January 25, 2022
  - Four additional Grow with Google series webinars: February 23, March 7, March 9, and March 23, 2022
  - Community State of the City Address April 14, 2022
  - Economic Development Strategic Plan Meeting May 17, 2022
- Advertising of City:
  - Photos and articles in 2022 edition of CORONA *The Guide* (the whole thing was really about why the City of Corona is so great, but these specifically highlight City government):
    - Strategic Plan update by Mayor Wes Speake
    - Economic Statistics compiled by Chamber
    - Profile on 9/11 Memorial
    - Box listing w/logo, to stand out in Directory portion of publication, along with listings of all city departments and elected officials
  - Articles in Corona Business News (note, these are things that specifically highlight the City of Corona government, and does not include highlighting of businesses, plans for things to come in Corona, or anything that was co-hosted by the City/Chamber, as that is included in everything contract-related):
    - EVTV – July/August 2021 issue
    - Profile on Mayor Casillas – July/August 2021
    - Homeless Strategic Plan Update by Karen Roper – November/December 2021
    - 9/11 Memorial Recap – November/December 2021
    - Homeless Strategic Plan Update by Karen Roper – May/June 2022
    - Live/Work Corona Pledge – May/June 2022



- Ads in Corona Business News:
  - Summer Concert Series – July/August 2021
  - Downtown Revitalization Meeting – January/February 2022
- Shared social media posts upon request, including 2021's new Night Market
- Link to City calendar on Chamber website
- Logo on home page of Chamber website
- Logo in every issue of Corona Business News (published bimonthly)
- Logo on every Chamber e-newsletter (sent weekly)
- Announcements at Good Morning, Corona and other Chamber programs
- Flyers & brochures displayed in Chamber lobby



## 2021 - 2022 Fiscal Year Co-Sponsored Programs



	Coffee w/an Entrepreneur	Seminars	Industry Specific Workshops (1 Per Quarter)
July	July 12, 2021 Mary Vasquez Miguel's Jr.	July 1, 2021 Paul Webb NLP Training Series Reinforcing & Complimenting / Sequencing Closing Techniques / Handling Customer Attitudes	
August			
September	September 13, 2021 Marta Cortez Eduardo's Mexican Restaurant September 13, 2021 Marta Cortez en Espanol Eduardo's Mexican Restaurant		September 21, 2021 Government contracting webinar (Construction)



## 2021 - 2022 Fiscal Year Co-Sponsored Programs



	Coffee w/an Entrepreneur	Seminars	Industry Specific Workshops (1 Per Quarter)
October	October 11, 2021 Chad Willardson Pacific Capital		
November	November 8, 2021 Bill Steinkirchner Stone Church Brewing		
December	December 13, 2021 Ray & Stacie Bass Boost Training Systems		



## 2021 - 2022 Fiscal Year Co-Sponsored Programs



	Coffee w/an Entrepreneur	Seminars	Industry Specific Workshops (1 Per Quarter)
January	January 10, 2022 Jamie Sheldon NATFIT		
February	February 14, 2022 Alvin & Joy Azusa Just 4 Kids Preschool	February 9, 2022 Fair Chance Act Presentation February 17, 2022 New Laws seminar February 23, 2022 Grow With Google #1	February 28, 2022 Social Media Marketing for Restaurants
March	March 14, 2022 Rachel Medina RM101 Media Group	March 22, 2022 Sexual Harassment Avoidance training	March 8, 2022 AmPac Manufacturing Seminar



## 2021 - 2022 Fiscal Year Co-Sponsored Programs



	Coffee w/an Entrepreneur	Seminars	Industry Specific Workshops (1 Per Quarter)
April	April 11, 2022 David Prado Emotion Media	April 19, 2022 Taking your health to the next level April 27, 2022 Economic Development 2.0	
May	May 9, 2022 Lary Townson Townson TM Productions	May 12, 2022 Organic Waste Recycling (SB 1383) Seminar May 16, 2022 Active Shooter Response Training	
June	June 13, 2022 Lena Thomas Corona Hardwood	June 1, 2022 Employee Retention Credit Webinar New Law Requiring Employer-Provided Retirement June 29, 2022 Attracting and Retaining Employees Seminar	June 30, 2022 Customer Service for Healthcare Providers

## Chamber Business Proposal for 2022-2023 Contract

The CORONA Chamber is pleased to submit the following items for consideration for the Annual City Agreement with the CORONA Chamber. We look forward to this partnership.

### City Customized Marketing Membership Package: \$15,000 \*

1. City of Corona will be listed as a member for the CORONA Chamber. With this specialized Partnership the following items are included:
  - a. Listing of city Economic Development department
    - i. Choose from this listing:
    - ii. Virtual Directory Chamber Website
    - iii. Directory when people call our offices
    - iv. CORONA The Guide – in the printed Directory section
  - b. City logo displayed on Chamber's weekly email newsletter
  - c. City logo displayed on Chamber Website
  - d. Enables city personnel to receive member pricing for events and programs
  - e. Grand Opening/Ribbon Cutting Ceremonies
    - i. Chamber to provide joint certificate with both City and Chamber logos with Mayor (or city representative if available) to present to business.
  - f. The Chamber will promote the City to their networks and facilitate introductions to new businesses
2. Marketing (Print and On-line)
  - a. CORONA The Guide (CTG) publication
    - i. CTG is the Chamber's annual guide and business directory.
    - ii. CTG prints over 15,000 annually and distributed hard copies to various businesses and selected residential markets.
      1. Local hotels, eateries and retail establishments are supplied with copies for individuals to pick up from
    - iii. CTG is also on our Chamber website, with a flip-book feature, and links from various advertisers will provide viewers to advance to individual websites
      1. There is also a READ feature, with audio description for each article
    - iv. The City of Corona will be provided space for up to four (4) page spread (including images) to promote the city
      1. The 2023 marketing package includes 2-page spread, 1-half page ad in the Directory section
  - b. CORONA Business News (CBN)
    - i. CBN is printed and distributed every two months; 5,000 copies are printed, and this is also online, with the flip-book feature.
      1. We also have a special READ option
    - ii. Each issue is a dual month publication, odd, followed by even months
    - iii. Our printing and distribution are timed to enable the publication to be in circulation the week prior to the month of the issue (example, the September/October issue will be distributed during the latter part of August)

1. City of Corona will have options to provide one article for up to four (4) publications \* +

Business Events and Promotions Aligned with Economic Development Strategic Plan: \* \$72,500

To align with the City of Corona's Economic Development Strategic Plan, we consider the following options for our partnership to be enhanced.

1. Good Morning, CORONA events \* \$7,500
  - a. These in person events are at Eagle Glen, for remainder of 2022, they are held on the 3<sup>rd</sup> Friday of each month, August, September, October; in November, it is the 2<sup>nd</sup> Friday.
    - i. 2023 – all will be the 3<sup>rd</sup> Thursday (none in July or December)
  - b. City will sponsor a table for attendees at up to three (3) selected events \*
  - c. The mayor or representative will provide the Annual Business Address
    - i. includes keynote speaker, Table of 10 attendees, and exhibitor space \*
2. Various Workshops and Seminars
  - a. To align with the Economic Development Department and achieving outreaches to various businesses and future entrepreneurs the following workshops and seminars will be scheduled. Each event takes tremendous planning and staff time. Our proposal provides the following programs, and quantity which will be invoiced as part of our contract. There will be no refunds.
  - b. Coffee with an Entrepreneur
    - i. Changing to 6 times per the contract year (reducing from every month)
    - ii. Chamber to coordinate and manage
    - iii. Changing the day of month to agreed time and day
    - iv. Each of these are compensated at \$3,000 for a total of \$18,000\*\* in the contract
  - c. Workshops
    - i. Chamber to coordinate
    - ii. Coordinate for two (2) workshops during the contract period (each are valued at \$5,000, total is \$10,000)\*\*
    - iii. Suggested items:
      1. Veteran-owned workshop
      2. Attracting & Retaining New Customers Workshop.
      3. Maybe industry specific, Introduction to the Cannabis industry, with panel of finalized vendors.
  - d. Additional Seminars, budgeting for up to two (2) more during the contract period (\$3,000 each, or \$6,000 total)\*\*
    1. Economic Development and chamber will identify full schedule within first 45 days of contract.
3. New Business Reception
  - a. City led and Chamber Supported
  - b. Like last year, the CORONA Chamber will aid and support as requested by the city. (\$4,000)

4. Innovation Happens Here – \*
  - a. CORONA is fortunate to be home to so many manufacturers and innovators.
  - b. The CORONA Chamber will continue to explore ways to promote and build up this area.
  - c. Each year, the County of Riverside encourages the month of April as Innovation Month (April 2023)—
  - d. The CORONA Chamber works hand in hand with the City of Corona in:
    - i. Organizing the local Fast Pitch competition (date will be early April)
    - ii. Promotion and acquisitions for the Fast Pitch
      1. January through April
      2. Actual event invite variety of attendees
        - a. business community and residents
    - iii. Chamber to provide prizes and certifications of recognition. (\$12,000)
5. Live Work Corona outreach and promotion (includes promotion on Chamber website, social media, and digital/in-person outreach to current and new members) (\$5,000)
6. Job Fair partnership – by the time this is seen by the Council, the Job Fair on July 23 will have been done, and the CORONA Chamber would welcome a partnership with the City of Corona, it can be a city run and chamber participates with a booth, to the city being the main sponsor and the Chamber taking the lead. \$10,000
  - a. The City's sponsorship of a Job Fair event will make participation free to all business participants and job seekers.

\* = this is contract specific, as part of the entire package – by agreeing, these items will be invoiced for, and paid by the City of Corona – as a contractual piece to our agreement.

+ = timeframes will be outlined upon signing the agreement, and selections will be reserved, and city will be obligated to payment even if they missed the deadlines.

\*\* = As a consideration of increased costs, and adjusting accordingly, during 2022, the Chamber and every business has experienced tremendous increases, from wages to supplies, and we have taken these concerns and issues into our proposal. We eliminated some items from prior years agreement and reduced the quantity of items.

Our contract proposal for the work outlined in the above document would be for \$87,500 (\$72,500 + \$15,000 Marketing Membership fee)



**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH CORONA CHAMBER OF COMMERCE  
(BUSINESS PROMOTION, MARKETING AND RETENTION SERVICES – ANNUAL  
CHAMBER AGREEMENT)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 3<sup>rd</sup> day of August, 2022 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and The Corona Chamber of Commerce, a non-profit corporation with its principal place of business at 904 E. Sixth Street, Corona, CA 92879 (“Consultant” or “Chamber”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

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

**2.2 Project.**

City desires to engage Consultant to render such services for the **Annual Chamber Contract** (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional marketing consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in

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Consultant’s Initials

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 **July 1, 2022 to June 30, 2023** ("Term"), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a "Renewal Term").

### **3.2 Responsibilities of Consultant.**

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

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner

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acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Robert J. Spiegel**.

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

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

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

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

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all

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Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

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

### 3.2.10 Insurance.

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

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

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

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

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

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

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

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

3.2.10.4 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless

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understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

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

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

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

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's

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obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.2.10.10 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

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

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

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

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

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500) ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner mutually agreed upon by the Parties.



3.3.2 Payment of Compensation. Consultant shall submit to City an invoice for payment per occurrence. City shall, within 30 days of invoice approval, pay all approved charges thereon, not to exceed EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500).

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

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

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

### 3.4 Termination of Agreement.

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

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

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

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

### **3.5 Ownership of Materials and Confidentiality.**

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

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

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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

**3.5.4 Indemnification.** Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

### **3.6 General Provisions.**

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

**Consultant:**

The Corona Chamber of Commerce  
904 East Sixth Street

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DS  
BS

Consultant's Initials

Corona, CA 92879

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Jacob Ellis

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.**

**3.6.2.1 Scope of Indemnity.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

**3.6.2.2 Additional Indemnity Obligations.** Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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DS  
BS

Consultant's Initials

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

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

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

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

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

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

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

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

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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


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

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

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

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

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

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

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

**[SIGNATURES ON NEXT 2 PAGES]**



**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH CORONA CHAMBER OF COMMERCE**  
**(BUSINESS PROMOTION, MARKETING AND RETENTION SERVICES – ANNUAL**  
**CHAMBER CONTRACT)**

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

**CITY OF CORONA**

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

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

*Approved as to Form:*

\_\_\_\_\_  
Dean Derleth  
City Attorney




**CONSULTANT'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH CORONA CHAMBER OF COMMERCE**  
**(BUSINESS PROMOTION, MARKETING AND RETENTION SERVICES – ANNUAL**  
**CHAMBER CONTRACT)**

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

**The Corona Chamber of Commerce**

A non-profit corporation

By:

DocuSigned by:  
  
788E3A6BF5144CA...  
Robert J. Spiegel  
President & CEO

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Consultant's Initials

**EXHIBIT “A”**  
**SCOPE & SCHEDULE OF SERVICES**  
**(2022-23 ANNUAL CHAMBER AGREEMENT)**

The Scope of this Agreement, outlining specific cosponsored business events and marketing support with related fees, is constituted by the services listed below, not to exceed \$87,500 for Fiscal Year 2022-2023.

**1. City Customized Marketing Membership Package (\$15,000)**

**A. Print and Digital Marketing:**

- i. Corona The Guide: City of Corona will be provided with advertising space in the Corona The Guide, the Chamber’s annual business guide and directory publication (digital and print):
  - 1. Advertising benefit will include:
    - a. One (1) two-page advertisement
    - b. One (1) half-page advertisement in the directory section
- ii. Corona Business News: City of Corona will be provided with article space in Corona Business News, the Chamber’s bimonthly newspaper publication (digital and print):
  - 1. Article benefit will include:
    - a. One (1) article in up to four (4) Corona Business News publications

**B. Promotional Support:**

- i. Customized Member: Economic Development Department will be listed as a member of the Chamber, with customized services including:
  - 1. Listing of the Economic Development Department through the following:
    - a. Chamber website virtual directory
    - b. Chamber phone directory
    - c. Printed Corona The Guide directory
  - 2. City logo displayed on:
    - a. Chamber’s weekly email newsletter
    - b. Chamber website
- ii. Chamber Responsibilities:
  - 1. The Corona Chamber of Commerce will provide opportunities to promote City services and events at no additional costs whenever possible by taking action which may include, but is not limited to, the following:
    - a. Include City brochures and market materials provided to the Chamber by the City in relocation packets provided by the Chamber to new residents, businesses, and others requesting packets.

- b. Display at the Chamber office brochures, information and outreach materials provided by the City regarding various City programs and events, including but not limited to:
      - i. Economic Development Marketing Materials
      - ii. Sign & Facade Programs
      - iii. Corona Business Assistance Programs
      - iv. Housing Programs
  - 2. Authorize City to display brochures and information at Chamber events, including Good Morning Corona, Women's Leadership Conference, and whenever Chamber participation includes a display table or booth. Provide complimentary attendance for one representative from Corona's Economic Development Department at each of these events.
  - 3. Chamber to promote City events and services through the following Chamber platforms:
    - a. Mobile app
    - b. Website
- iii. City Responsibilities:
  - 1. City to provide display space for brochures or Corona Chamber Membership provided to the City by the Chamber in the following locations:
    - a. Information Resource Desk
    - b. Office of Economic Development Reception Area
    - c. Office of Economic Development Newsletters
  - 2. City to promote City/Chamber co-sponsored activities and events

## **2. Business Events and Promotions Aligned with Economic Development Strategic Plan Goals (\$72,500)**

### **A. Business Workshops – Eight (8) (\$3,000 each):**

- a. Co-hosted and co-promoted between the City and Chamber business-related seminars/events. Topics to be agreed upon prior to marketing the event, but can include the following:
  - i. **6** Coffee with an Entrepreneur
  - ii. **2** Other TBD
    - 1. Potential topics to include: How to Start a Home-Based Business, Resources for Minority-Owned Businesses (e.g., women-owned, veteran-owned, etc.), Attracting and Retaining New Customers, and Business 101.
- b. Events must be free to attend and held at City facilities, Chamber offices or other facilities (at the agreement of Economic Development and Chamber), or may be held virtually.
- c. Chamber to provide:
  - i. Advertising and promotions

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1. All marketing materials to be approved by the City two weeks prior to print, publication, or distribution or one week in advance for electronic materials.
  - ii. 1 print ad
  - iii. Social media
  - iv. E-blast
  - v. Reservations
  - vi. Staff hours, planning, minimal promotions and execution
- d. Billed monthly for previous month's event(s); Net 30

**B. Business Seminars – Two (2) (\$5,000 each):**

- a. Co-hosted and co-promoted between the City and Chamber industry specific / in-depth seminars. Topics to be agreed upon and provided to City within first 45 days of the execution of this Agreement..
- b. Events must be free to attend and held at City facilities, Chamber offices or other facilities (at the agreement of Economic Development and Chamber).
- c. Chamber to provide:
  - i. Advertising and promotions
    1. All marketing materials to be approved by the City two weeks prior to print, publication, or distribution or one week in advance for electronic materials.
  - ii. Outreach via letters or postcards to industry specific companies
  - iii. Social media
  - iv. E-blast
  - v. Reservations
  - vi. Minimal printing of handouts
  - vii. Staff hours, planning, minimal promotions and execution
- d. Billed monthly for previous month's event(s); Net 30

**C. New Business Welcome Reception – One (1) (\$4,000 total):**

- a. The Chamber will partner with the City on a New Business Welcome Reception on an annual basis. This is a City-scheduled event to be held in person or virtually. The event will connect new businesses that located in Corona in the prior year with resources to support their business operations and will include the participation of local, state and federal government resource agencies.
- b. Chamber will participate in the event planning and outreach to new businesses encouraging their attendance at the event.
- c. Chamber to provide:
  - i. Social media posts
  - ii. E-blasts
  - iii. Minimal printing of handouts
  - iv. Staff hours, planning, minimal promotions and execution
  - v. Staff a Chamber booth at the event (if in person) from which to share business resources

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**D. Innovation Month – One (1) (\$12,000 total):**

- a. This is a Chamber and City partnership event featuring the Corona Fast Pitch Competition where entrepreneurs can present innovative business concepts in front of a panel of judges and the finalist advances to the Riverside County competition. This event will be held annually during the month of April.
- b. Chamber and City will partner on:
  - i. Event planning and selection of judges across industry sectors.
  - ii. Application, review process and tips for innovators
- c. City will provide City Hall as a venue and will live stream the event.
- d. City will coordinate logistics at the event
- e. Chamber will provide:
  - i. Promotional/marketing materials to be reviewed and approved by City
  - ii. Eblasts, social media posts/ads, print ads, digital billboards, press releases, and promotional videos
  - iii. Articles in Corona Business News
  - iv. Coordination with innovators/submissions
  - v. Securing prizes and certificates for innovators

**E. Good Morning Corona Sponsorship – Three (3) (\$2,500 each):**

- a. City will sponsor a table for up to three (3) selected events.
- b. For each of the three (3) sponsored events, the City will receive:
  - i. One (1) table for up to ten (10) attendees
  - ii. One (1) exhibitor space
  - iii. Additionally, the Chamber member rate will be offered for additional City attendees.

**F. Live Work Corona Promotion (\$5,000 total)**

- a. Chamber will promote the City's Live Work Corona workforce development initiative and Hire Local Pledge, to both current and new Chamber members, through the following ways:
  - i. Chamber website
  - ii. Social media
  - iii. Email outreach
  - iv. In-person outreach

**G. Corona Job Fair (10,000 total)**

- a. Chamber will partner with City on a Corona Job Fair to support local hiring and better connection between Corona-based job seekers and companies.
- b. The Chamber will take the lead on event coordination and the City will support with business outreach and promotion to both companies and job seekers.
- c. Participation will be free to all business participants and job seekers.

**H. Grand Opening Ribbon Cutting and Anniversary Celebrations (No Cost for Chamber Members):**

- a. Council and Economic Development staff will attend as available
- b. Chamber will incorporate the City logo with the Chamber logo on the same certificate for these ceremonies, within City of Corona boundary limits.
- c. Chamber will notify City Management and the City's Economic Development Director when a business confirms their Grand Opening request. City will strive to have one representative at the event if at all possible.
- d. Economic Development Director to notify the Chamber staff when a business requests a Grand Opening event. Chamber will outreach to assist business, and confirm with the City on the progress, as well as whom from the Chamber will be attending.

**I. Attendance:**

- a. Payment for City staff and officials attendance will be based on best published rates for Chamber members
- b. Billings will be for reservations made through Economic Development for all City Departments
- c. All billings will be directed to Economic Development for approval

**J. Reporting to City Council:**

- a. Within first 45 days of this Agreement, Chamber shall provide to the City's Economic Development Director for review and approval a tentative schedule of all proposed workshops, seminars, and other activities including topics, speakers, etc.
- b. Economic Development Department to provide updates on City/Chamber events and promotions as needed during periodic Economic Development Department Updates to Council.

**CITY FUND AND RESOURCE LIMITATIONS**

Consultant shall segregate in a separate accounting fund all City funds paid under this Agreement, and Consultant shall not use any amount of such money for the design, production, printing or distribution of any publication, advertisement or other printed material that could be considered a prohibited mass mailing under the Political Reform Act (Government Code § 81000 et seq.), as well as the regulations implementing the Act (Title 2, Cal Code of Regulations, § 18700 et seq.). Generally, refer to Government Code Sections 89001 through 89003 and Title 2 Cal Code of Regulations Section 18901, as well as Fair Political Practices Commission opinions and advice letters, to determine if a publication, advertisement or other printed material may be a prohibited mass mailing. Of particular note is Government Code Section 89003, adopted as of January 1, 2018, which now prohibits certain previously allowed mailings within 60 days preceding an election.

In addition, no City resources (staff time, computers etc.) shall be used in the distribution of any publication, advertisement or printed material, and no more than fifty dollars (\$50) in such City resources shall be used in the design, production or printing of any such item.

Consultant shall keep accurate accounting records, in accordance with Section 3.2.13 of the Agreement, with respect to the maintenance and expenditure of segregated City funds.



Staff Report

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**File #:** 22-0633

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 08/03/2022

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

**FROM:** Police Department

**SUBJECT:**

Fifth Amendment to the Aviation Program Agreement between the City of Riverside and the City of Corona, formerly known as the Helicopter Program.

**EXECUTIVE SUMMARY:**

City Council consideration to approve the Fifth Amendment to the Aviation Program Agreement between the City of Riverside and the City of Corona. The use of aviation in law enforcement tactics has been present for several decades and allows for a unique approach to assist law enforcement ground units with different types of incidents; for example, combatting crime, conducting area checks, searching for lost people, and providing a more comprehensive view of an ongoing event for officer safety. Helicopters enable law enforcement to be on scene and overhead in an incident quicker than ground units. The ability to incorporate aviation into law enforcement assists with police operations, law enforcement patrols, and police and community safety.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Authorize the City Manager, or his designee, to execute the Fifth Amendment to the Aviation Program Agreement between the City of Riverside and the City of Corona, formerly known as the Helicopter Program.
- b. Authorize the Chief of Police, pursuant to his delegated authority to maintain and manage the Fifth Amended Aviation Program Agreement as noted in section 8.3 of this agreement.
- c. Authorize the City of Corona to issue a claim form payment of funds in the amount of \$120,000 to the City of Riverside.
- d. Authorize the City Manager, or his designee, to approve change orders up to 10% of the original Aviation Program Agreement amount as provided by Corona Municipal Code Section [3.08.080\(I\)](#).



**BACKGROUND & HISTORY:**

Studies have shown a positive correlation between helicopter use in police operations, including patrols, officers, and community safety. The City of Corona originally purchased a helicopter in 2002, but due to budget reductions, the City sold the helicopter in 2009. The City of Corona Police Department had no contracted air support until July 2014, when a Helicopter Program Agreement was entered into with the City of Riverside.

That agreement provided 559 hours of air support to the City of Corona, utilizing Riverside Police Department aircraft at a total amount of \$399,292. As part of the initial agreement, the City of Corona also funded and supplied one Police Officer to serve as a Tactical Flight Officer with the air unit. Both parties amended and maintained this agreement until it was revised in July 2018. In the revised July 2018 amendment, "Aviation" replaced the word "Helicopter"; and the hours were reduced to only provide an as-needed emergency response for a total of \$100,000 annually. The City of Corona still provided the Tactical Flight Officer. This agreement remained in effect until April 2020. At that time, the City of Corona Police Department amicably terminated the agreement with the City of Riverside due to staffing shortages. The assigned Corona Police Department Tactical Flight Officer returned to Patrol.

In June 2020, the Corona Police Department did not renew or extend our contract for flight hours with the Riverside Police Department. This decision was based on mutual personnel shortages, flight hour restrictions that the Riverside Police Department was facing, and other mutual budget priorities.

In July 2021, the City Council approved the Fourth Amendment to the Aviation Program Agreement with the City of Riverside, and this agreement was entered and signed with the City of Riverside in September 2021. The agreement provided 120 annual flight hours for a total of \$120,000 for Fiscal Year 2022.

**ANALYSIS:**

The Riverside Police Department has provided air support assistance to the Corona Police Department for the past year on as-needed emergency response. This response is based upon availability for day and nighttime operations. The Corona Police Department sees benefit in renewing our contractual flight time with the Riverside Police Department to assist with maintaining prompt response times and ensuring the safety of our community and officers as outlined in Goal 4 of the City of Corona's Strategic Plan. The Aviation Program acts as a force multiplier by providing visual overwatch before officers arrive on the scene during critical incidents.

The Fifth Amended Aviation Program Agreement would allow for average flight hours of 10 hours a month at the cost of \$1,000 per hour for as-needed emergency response, for a total amount of \$120,000 for 120 annual hours. The agreement provides actual billable hours, and the ultimate payment is dependent upon use. A contingency plan allows for an additional 10 percent (12 additional hours) of helicopter service if needed up to \$12,000. To maintain fiscal accountability, approval for the request of the helicopter will be at a Sergeant or Watch Commander level to ensure the critical need of the request. Finally, this agreement does not require staffing of a City of Corona Tactical Flight Officer, allowing that Police Officer to remain in Patrol.

At any time during the terms of this agreement, either party has the right to terminate the agreement with or without cause, upon thirty (30) days written notice to the other party. The City Attorney has reviewed and approved as to form the proposed Fifth Amendment to the Aviation Agreement.

**FINANCIAL IMPACT:**

This one-year Aviation Program Agreement compensation is \$120,000. This amount will be paid by the City of Corona in two equal installments annually. Per the Agreement, the first payment is due July 15, 2022, and the second payment is due January 15, 2023. However, the first payment will not be issued until the Agreement has been approved by City Council.

Funding for the payments will come from the Police Department's Asset Forfeiture Fund (250) and is budgeted in the Fiscal Year (FY) 2023 Police Department's Operating Budget. Any costs above \$120,000, up to 10% of the agreement, which is \$12,000, during FY 2023 will be paid out of the Police Department's Operating Budget. No additional appropriation is needed.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action of the Aviation Program flying for 10 hours a month is minimal and there is no possibility this will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** MICHELLE ADAMS, MANAGEMENT ANALYST II

**REVIEWED BY:** ROBERT NEWMAN, CHIEF OF POLICE

**Attachments:**

1. Exhibit 1 - Fifth Amended Aviation Program Agreement between the City of Riverside and the City of Corona

**FIFTH AMENDED  
AVIATION PROGRAM AGREEMENT**

**BETWEEN THE CITY OF RIVERSIDE  
AND THE CITY OF CORONA**

This Fifth Amended Aviation Program Agreement (hereinafter "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Riverside, a municipal corporation (hereinafter "Riverside") and the City of Corona, a municipal corporation (hereinafter "Corona"), collectively referred herein as "Parties".

**RECITALS**

WHEREAS, Riverside owns and operates aircraft for policing functions; and

WHEREAS, Corona desires assistance from Riverside for air support services;

and

WHEREAS, Riverside and Corona first entered into that Helicopter Program Agreement dated June 25, 2014 ("Original Agreement") and subsequently entered into an amended version of the Helicopter Program Agreement dated June 26, 2015 ("First Amended Agreement"); and

WHEREAS, Riverside and Corona entered into a second amended version of the Helicopter Program Agreement dated June 26, 2017 ("Second Amended Agreement"); and

WHEREAS, Riverside and Corona entered into a third amended version of the Helicopter Program Agreement in order to provide as-needed emergency response only for \$100,000 per year and to acknowledge the new replace "Helicopter" with "Aviation" in the name of the program and agreement, dated July 11, 2018 ("Third Amended Agreement"); and

WHEREAS, Riverside and Corona entered a fourth amended version of the Aviation Program Agreement (formerly "Helicopter Program Agreement") in order to provide as-needed emergency response only for \$120,000 per year, dated September 7, 2021 ("Fourth Amended Agreement"); and

WHEREAS, Riverside and Corona now desire to enter into a fifth amended version of the Aviation Program Agreement (formerly "Helicopter Program Agreement") in order to provide as-needed emergency response only for \$120,000 per year.

NOW, THEREFORE, Riverside and Corona agree to develop an "Aviation Program" as follows:

**1. Obligations of Riverside:** Riverside agrees to make available the aircraft to Corona for as-needed emergency police response functions, as further provided for herein. In addition, Riverside shall provide full-time salaried police officers (hereinafter "Riverside Pilots") to pilot the aircraft. Riverside shall be responsible for payment of all of the Riverside Pilots' wages and benefits as employees of the City of Riverside, and shall comply with all requirements pertaining to

employer's liability, worker's compensation, unemployment insurance, and social security.

Riverside shall be responsible for all maintenance or repairs to the aircraft. The only exception to this would be if the repairs required were caused by negligence on behalf of the Corona's agents or employees and covered under the indemnification provisions of Section 3 below.

**2. Obligations of Corona:** For the Term of this Agreement, Corona shall pay to Riverside One Hundred Twenty Thousand Dollars (\$120,000.00) each year ("Riverside Compensation"). The Riverside Compensation shall be due and payable in two (2) equal installments each year on July 15 and January 15.

**3. Reciprocal Indemnification and Hold Harmless Provisions:** Riverside agrees to indemnify and hold harmless Corona, its elected and appointed officers, employees and agents from and against any damage or injury to persons, including death, and /or property due to the negligence or willful acts by Riverside, their elected and appointed officers, employees and agents in performing its duties and obligations, pursuant to this Agreement.

Corona agrees to indemnify and hold harmless Riverside, its elected and appointed officers, employees and agents from and against any damage or injury to persons, including death, and/or property due to the negligence or willful acts by Corona, their elected and appointed officers, employees and agents in performing its duties and obligations, pursuant to this Agreement.

**4. Program Mission:** The mission of the Aviation Program established by this Agreement shall be to provide police air support services for the Corona Police Department. Such services shall include, but are not limited to, response to emergency calls for surveillance relating to in-progress felonies, crimes against persons and property, vehicle pursuits and similar activities.

The Aviation Program will be based upon a scheduled seven (7) day availability per week basis, for day and night operations.

The City of Corona will be added into the City of Riverside's area of operation and will be patrolled as-needed during scheduled flights ("As-Needed Flight Patrol"). As used herein, "As-Needed Flight Patrol" shall mean requests made by Corona, either through its command staff or dispatch, that Riverside determines in its sole and reasonable discretion can be accommodated.

**5. Compensation:** Riverside cannot guarantee an annual base number of flight hours in the City of Corona. Any specific, dedicated hours of flight time requested by Corona outside of the As-Needed Flight Patrol will be billed at the "Hourly Flight Rate" for that year provided for in Exhibit "A" attached hereto and incorporated herein by reference. Flight time will be billed in full hour increments, so any flight time of less than one hour will be rounded up to one hour. Riverside will track flight hours within the City of Corona in the same manner in which it tracks flight hours for other cost reimbursement purposes and shall provide a total of the flight hours to Corona on a quarterly basis. Riverside will fulfill the amount of flight time indicated in Exhibit "A," plus or minus seven (7) percent of the hours indicated, without any breach of contract.

On such occasions where there is a request or need for air support in the jurisdiction of both Parties simultaneously, the mission of the Aviation Program is to provide air support to the Party

with the highest priority (nature) of call. Said determination as to which Party shall receive air support shall lie within the sole discretion of the Pilot in Command.

6. **Term:** The term of this Agreement shall be for a period of one (1) year from July 1, 2022 through June 30, 2023, unless earlier terminated as provided for herein ("Term").

7. **Termination; Reimbursement:** At any time during the Term of this Agreement, either Party hereto shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other Party. The effective date of such termination shall be the thirty-first (31st) day following the date of the notice of termination. If the Agreement is terminated before the natural expiration of the Term, Corona shall be entitled to a reimbursement of a pro-rated amount of the Riverside Compensation. The pro-rated amount shall be equivalent to the number of months remaining prior to natural expiration of the Term divided by twelve (12), multiplied by the Riverside Compensation.

8. **General Provisions:**

8.1 **Entire Agreement; Amendments.** This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements covering the same subject matter, including the Original Agreement, the First Amended Agreement, the Second Amended Agreement, Third Amended Agreement and Fourth Amended Agreement. This Agreement may be amended only by a written instrument duly approved by both Parties and executed by their authorized representatives.

8.2 **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Parties.

8.3 **Representatives.** Corona and Riverside hereby designate their respective Police Chiefs, or their designees, to act as their representatives for the performance of this Agreement. Each representative shall have the power to act on behalf of their respective Party in order to implement the purposes under this Agreement.

8.4 **Attorney Fees.** If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party in such action shall be entitled to have and recover from the non-prevailing Party (or the Party found to have breached this Agreement) reasonable attorneys' fees and costs.

8.5 **Authority to Approve and Implement.** The Parties have all requisite power and authority to execute, deliver, and perform the Agreement. The Parties warrant that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

8.6 **Third Party Rights.** Corona and Riverside agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a party to this Agreement. In addition, no third party shall have any right of action hereunder. This Agreement shall not be enforceable by any parties other than Corona and Riverside.

8.7 **Governing Law.** This Agreement shall be governed by the laws of the State of

California. Any action to interpret or enforce this Agreement shall be maintained in Riverside County.

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

8.9 Privileges and Immunities. All privileges and immunities of Corona and Riverside provided by state or federal law shall remain in full force and effect.

8.10 Notices. Any notice required by this Agreement, or correspondence concerning this Agreement, shall be deemed to have been properly delivered, served, or given for all purposes when personally delivered to the Party to whom it is directed to, or in lieu of such personal service, when mailed, postage prepaid, to the representatives of the Parties shown below:

**CITY OF CORONA**

Attn: Police Chief  
Corona Police Department  
730 Public Safety Way  
Corona, CA 92878

**CITY OF RIVERSIDE**

Attn: Police Chief  
Riverside Police Department  
4102 Orange Street  
Riverside, CA 92501

Any Party may change its address for purposes of this paragraph by giving written notice of such change in the manner prescribed by this paragraph.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR**  
**FIFTH AMENDED**  
**AVIATION PROGRAM AGREEMENT**  
**BETWEEN THE CITY OF RIVERSIDE**  
**AND THE CITY OF CORONA**

**CITY OF RIVERSIDE**

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

ATTEST:

By: \_\_\_\_\_  
Donesia Gause  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Rahman Gerren  
Senior Deputy City Attorney

**CITY OF CORONA**

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT "A" - COST OF SERVICES

### July 1, 2022 - June 30, 2023

Riverside Compensation:	\$120,000.00
Annual Base Flight Hours:	-120- Hours
Hourly Flight Rate:	\$ 1,000.00
Average# flight hours/month:	10





Staff Report

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**File #:** 22-0639

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 08/03/2022

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

**FROM:** Planning and Development Department

**SUBJECT:**

Second Amendment to the Professional Services Agreement with Rincon Consultants, Inc. to extend the term of the agreement and increase the compensation by \$25,000 for a total compensation of \$191,895.

**EXECUTIVE SUMMARY:**

Rincon Consultants entered into a Professional Services Agreement with the City on September 16, 2020, for the preparation of the General Plan Housing Element Update for Planning Period 2021-2029. The Housing Element is a mandatory element of the General Plan and is required to be updated every eight years in accordance with state law. The City Council adopted the updated Housing Element on November 3, 2021. The Housing Element is pending review and approval by the California Department of Housing and Community Development

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Approve the Second Amendment to the Professional Services Agreement with Rincon Consultants, Inc. to extend the term and increase the amount by \$25,000.
- b. Authorize the City Manager, or his designee, to execute the Second Amendment to the Professional Services Agreement with Rincon Consultants, Inc. for a total contract amount of \$191,895.
- c. Authorize the Purchasing Manager to issue Changer Order No. 2 to Purchase Order P21810 to Rincon Consultants, Inc., in the amount of \$191,895.

**BACKGROUND & HISTORY:**

The Housing Element of the General Plan is required to be updated every eight years in accordance

with State law. The City advertised Requests for Proposals for the preparation of the Housing Element Update in 2020 and selected Rincon Consultants to prepare the document. The City entered into a Professional Services Agreement with Rincon Consultants on September 16, 2020.

The statutory deadline to complete the Housing Element was October 15, 2021. However, public agencies within the Southern California Association of Governments (SCAG) region were given an additional 120 days from the deadline, ending on February 15, 2022, to obtain a state-compliant Housing Element from the California Department of Housing and Community Development (HCD). The City Council approved the Housing Element on November 3, 2021, and subsequently submitted the document to HCD on November 5, 2021. HCD is allowed up to 90 days for its first review.

On February 3, 2022, the City received comments from HCD, which required the City to do additional work on the Housing Element before HCD would determine the document to be compliant with State law. The comments mostly focused on the housing sites identified in the element, realistic site capacities, the need for a more comprehensive analysis on affirmatively furthering fair housing, more discussion on contributing factors to fair housing issues, and identifying meaningful actions that would improve access to housing for all persons.

The extent of the work related to the comments from HCD on the Housing Element was not anticipated in the initial contract amount. Therefore, the cost of the total contract amount is being increased to cover the additional work performed by the consultant to ensure a timely response to the comments from HCD and any subsequent work required to finalize the City's Housing Element. The City's Housing Element was resubmitted to HCD on June 16, 2022, for an informal, second review. HCD has up to 60 days to respond to the City's latest draft.

#### **ANALYSIS:**

The amendment to the existing Professional Services Agreement will provide continued work on the City's Housing Element to finalize the document and receive approval from HCD. Staff is hopeful that the latest revisions to the Housing Element correctly address the comments received from HCD. Once the informal review is complete, staff and the Consultant will address any additional comments and resubmit the Housing Element to HCD through the formal review process. The increased compensation will cover costs incurred by the Consultant to address the comments from HCD dated February 3, 2022, and future work that may be necessary after the second review.

#### **FINANCIAL IMPACT:**

Funding for the recommended actions is available in the Capital Improvement Project titled, "General Plan/Climate Action Plan Update," CIP No. 69060. Approval of the recommended actions will not result in an additional appropriation.

#### **ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential

for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is simply to approve an amendment to a professional services agreement for consultant services, and there is no possibility that approving this amendment will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

**Attachments:**

1. Exhibit 1 - Second Amendment to the Professional Services Contract Agreement

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
  
BETWEEN THE CITY OF CORONA  
AND  
RINCON CONSULTANTS, INC.  
(COMMUNITY DEVELOPMENT AND HOUSING CONSULTING)**

**1. PARTIES AND DATE.**

This Second Amendment to the Professional Services Agreement (“Second Amendment”) is made and entered into this 3<sup>rd</sup> day of August, 2022 by and between the City of Corona (“City”) and Rincon Consultants, Inc., a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated on or about September 16, 2020 (“Agreement”), whereby Consultant agreed to provide community development and housing consultant services.

2.2 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about February 22, 2022 (“First Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the second time to (1) extend the Term of the Agreement through January 31, 2023; (2) increase the Compensation by \$25,000; and (3) replace three exhibits.

**3. TERMS.**

3.1 Term. Section 3.1.2 (Term) of the Agreement, as amended by the First Amendment, is hereby deleted in its entirety, and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from September 16, 2020 to January 31, 2023 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) and Exhibit “C-1” (Compensation) of the Agreement, as amended by the First Amendment, are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation including authorized reimbursements, for all Services rendered under this Agreement at the rates set for in Exhibit “C-2” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Ninety-One Thousand Eight Hundred Ninety-Five Dollars (\$191,895) (“Total Compensation”) without written approval of the City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Exhibit “A-2”. Exhibit “A-1” (Scope of Services) of the Agreement, as amended by the First Amendment, is hereby deleted in its entirety and replaced with Exhibit “A-2” (Scope of Services) attached hereto and incorporated herein by reference.

3.4 Exhibit “B-2”. Exhibit “B-1” (Schedule of Services) of the Agreement, as amended by the First Amendment, is hereby deleted in its entirety and replaced with Exhibit “B-2” (Schedule of Services) attached hereto and incorporated herein by reference.

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

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

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**BETWEEN THE CITY OF CORONA  
AND  
RINCON CONSULTANTS, INC.  
(COMMUNITY DEVELOPMENT AND HOUSING CONSULTING)**

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

**CITY OF CORONA**  
a California municipal corporation

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

Reviewed By: \_\_\_\_\_  
Scott Briggs  
Acting Purchasing Manager

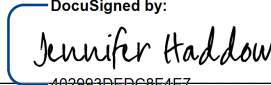
Attest: \_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California


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

**BETWEEN THE CITY OF CORONA  
AND  
RINCON CONSULTANTS, INC.  
(COMMUNITY DEVELOPMENT AND HOUSING CONSULTING)**

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

**RINCON CONSULTANTS, INC**  
a California corporation

By:   
402993DED08F4E7...  
Jennifer Haddow  
Vice President

By:   
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Richard Daulton  
Secretary

## EXHIBIT "A-2"

### SCOPE OF SERVICES

#### Task 1 Evaluate the Current Housing Element

As an initial task to the Housing Element update, and following the kickoff meeting described in Task 10, we will review and evaluate the 2013-2021 Housing Element. Specifically, we will:

- Discuss the effectiveness and continued appropriateness of current housing programs and policies
- Evaluate the City's progress in meeting current goals
- Identify any barriers to achieving identified goals
- Review compliance with new State laws
- Identify potential revisions to existing programs
- Review for consistency with the recently adopted General Plan, and regional programs, such as Resilient IE

The City's latest Housing Element Annual Progress Report (APR) would be a good starting point for this evaluation. We will interview staff and compile additional information to provide an assessment of the continued appropriateness of existing programs and whether new programs should be added to address emerging trends and issues. Upon completion of this review, we will provide a memo summarizing our findings and a draft outline for the Housing Element Update.

#### Deliverables

- Assessment Memorandum to include details on our review of the 2013-2021 Housing Element
- Draft outline for the Housing Element Update

#### Task 2 Housing Needs Analysis

The Rincon/VTA team will prepare a complete housing assessment and needs analysis consistent with State Housing Element law and HCD's Completeness Review Checklist. The Needs Analysis will be comprehensively updated with the most recent American Community Survey (ACS) and housing market data. The Needs Analysis will contain the topics listed below to satisfy Government Code Section 65583(a) requirements:

- **Demographics, Income, and Employment Trends.** This section includes information on the population growth trends, along with income distribution and employment trends.
- **Household Characteristics.** This section will also discuss household characteristics such as size, tenure, composition, and overcrowding conditions that may impact housing needs.
- **Housing Stock Characteristics.** This section will be an analysis of the condition of the existing housing stock as well as cost and affordability, including discussions on cost burden (overpayment).
- **Affirmatively Furthering Fair Housing.** This section will discuss new Housing Element law, which requires jurisdictions to examine barriers to fair housing and ensure housing programs are implemented in a manner to affirmatively further fair housing.



- **Residential Building Permit Activity.** This section will discuss residential building permit trends for single-family and multi-family products, building code regulations, fees, and permit and processing procedures. We will also analyze constraints on housing for persons with disabilities, as well as the city's current permitting procedures for emergency shelters, transitional and supportive housing, and single-room occupancy units.
- **Analysis of Special Housing Needs.** See Task 5 below.
- **At-Risk Housing (Assisted Unit) Analysis.** See Task 6 below.

## Deliverable

- Housing Needs Analysis

## Task 3 Land Use Inventory and Land Use Survey

SCAG's Draft RHNA Allocation for Corona is 6,078 units. Based on this allocation, the Housing Element update will require efforts to identify sites with sufficient capacity for the RHNA, taking into consideration the following adequate site requirements under new Housing Element laws:

- No net loss of capacity when sites are developed
- Continued ability to meet the RHNA by income group
- Stringent standards for assessing feasibility when reusing vacant and underutilized sites that have previously been included in the fifth cycle Housing Element
- Reliance on mixed use for lower income housing
- Ratio of vacant versus underutilized sites
- Demonstrated trends of development

A parcel-specific sites inventory will be developed and opportunities for lot consolidation will be identified. We will prepare an "adequate sites analysis" showing the relationship between the City's RHNA and the dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations.

AB 1397 (Adequate Sites) and SB 166 (No Net Loss) impose stringent requirements on the sites inventory for RHNA. Given the City's development pattern, it is anticipated that most sites identified in the sites inventory will have an existing use and improvements and will be smaller than one-half acre. These sites may also have been used in a previous housing element cycle. In order to include these sites in the sites inventory, additional justification is required and may need to include:

- Lot consolidation potential
- Feasibility of development on smaller sites
- Impediments for residential development on non-vacant sites
- Recent development on similar sites
- Substantial evidence the existing use is likely to be discontinued within the planning period

The Rincon/VTA team will work closely with staff and HCD to provide an expanded analysis of the sites inventory. This may include site visits/surveys and discussions with developers and property owners.

## Deliverables

- Draft Sites Inventory and Review of Sites for Suitability/Adequacy for RHNA
- Sites Inventory Justification Documentation

## Task 4 Evaluation of Housing Constraints

The Rincon/VTA team will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis will contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Corona. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. We will also examine the plans and policies set forth by the recently adopted General Plan and their impact on housing, as well as the impacts of identified hazards and evacuation routes established by Resilient IE. New Housing Element laws also require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors. Where constraints exist, the Rincon/VTA team will identify and develop housing programs that can assist in the removal on constraints, where feasible. For each program, the Rincon/VTA team will identify potential funding sources, the lead agency or City division responsible for implementation, objectives, and timeframes.

### Deliverable

- List of Housing Programs for inclusion in Housing Element Update

## Task 5 Special Housing Needs Analysis

The Rincon/VTA team will update the analysis of housing needs for special needs populations, including senior households, persons with disabilities, large families, single female-headed households, low-and very-low-income households, and the homeless. Relevant findings from this task will be incorporated into the Housing Needs Analysis discussed further in Task 2.

### Deliverable

- See Task 2

## Task 6 Preservation of Assisted Units

This task will include an analysis of existing assisted housing developments that are eligible to change from low income housing to market rate over the next ten years (i.e., at-risk housing). This analysis will cover units that are deed-restricted as low income housing as a result of public assistance, density bonus requirements, and inclusionary housing program. Relevant findings from this task will be incorporated into the Housing Needs Analysis discussed further in Task 2.

### Deliverable

- See Task 2

## Task 7 Housing Goals, Policies and Implementation Programs

### Housing Goals, Policies, and Quantified Objectives

Based upon the analyses and research conducted in the previous tasks, the Rincon/VTA team will update the Housing Element. The updated Housing Element will include all required components under State law, along with relevant appendices. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

We will review and revise, as appropriate, housing goals, policies, and quantified objectives regarding the production, conservation, maintenance, preservation, and improvement of housing. This update will reflect the current and projected market conditions, the City's specific challenges, and funding capacity to ensure the housing objectives are realistic.

### Housing Element Documents

We will prepare the Administrative Draft Housing Element based on analysis, research, and comments/discussions from the previous tasks. We will also include the City's evacuation routes established by Resilient IE, in accordance with AB 99. Our timeline and budget assume one round of review by City staff. We will incorporate staff comments to formulate the Public Review Draft to be reviewed by City decision makers prior to submitting to HCD for review. We will work with City staff to compile a list of stakeholders and agencies/organizations to receive notification of the availability of the Draft Housing Element.

### Deliverables

- Housing Element
  - Internal Review Draft of the Housing Element Update (electronic delivery)
  - Public Review Draft of the Housing Element Update (electronic delivery)
  - Final Adopted Housing Element Update (electronic delivery)
  - All background and base data, including any GIS maps and digital data files

## Task 8 Environmental Review

Rincon will prepare the required CEQA review for the project. We understand that the 2020-2040 General Plan Environmental Impact Report was certified with the adoption of the General Plan on June 3, 2020. We don't anticipate that the project will require any changes to the City's land use designations set forth in the recently approved Land Use Element, however, given the number of units included in the City's RHNA allocation, and the need to include the evacuation routes set forth by Resilient IE, we anticipate that preparation of a Negative Declaration (ND) or Mitigated Negative Declaration (MND) will be the appropriate level of CEQA analysis for the Housing Element Update and have prepared our scope of work and cost analysis accordingly. If it is found that the Housing Element will not result in impacts above and beyond those analyzed in the recently completed EIR for the General Plan Update, it is possible that an Addendum to the General Plan EIR would be an acceptable level of CEQA Analysis. This would result in cost and time savings for the City. On the other hand, if substantial rezoning/upzoning is needed to accommodate the RHNA, and it is determined that an ND or MND is not the appropriate level of CEQA analysis, Rincon will contact the City immediately to discuss the timing and cost implications.

Preparation of the ND or MND would involve the following:

- Complete an Initial Study (IS) checklist
- Prepare an administrative Draft ND or MND based on the results of the IS
- Submit electronic copy of administrative Draft ND or MND for City staff review and comment
- Perform one set of revisions based on City staff comments
- Submit Public Review Draft ND or MND to City staff for distribution
- Respond to comments received as a result of public review of the ND. Revise the ND or MND if needed (response to comments and revised ND or MND will constitute the Final ND or MND)
- Submit electronic copy of Final ND or MND to City staff for review and comment
- Perform one set of revisions based on City staff comments
- Provide the City a revised Final ND or MND for distribution

## Deliverables

- CEQA Compliance Documentation:
  - Administrative Draft ND or MND (electronic transmittal)
  - Public Review Draft ND or MND (electronic transmittal)
  - Administrative Final ND or MND (electronic transmittal)
  - Final ND or MND (electronic transmittal)

## Task 9 Public Outreach and Public Hearings

Through our work in other cities, Rincon understands that HCD is placing emphasis on public engagement during the Housing Element Update. In light of the ongoing COVID-19 health crisis, HCD has stated that it is acceptable for much of the public engagement to occur online, although multiple engagement opportunities are anticipated. The Rincon/VTA team has budgeted for participation in one virtual public workshop and assistance with the development of an online survey. It is recommended that the online survey occur early in the process to solicit input regarding community concerns and preferences, and the workshop be scheduled toward the end to solicit input on draft policies. The workshops can be aimed at the community or can be aimed at the Planning Commission and/or City Council (with community participation). The Rincon/VTA team will prepare all materials for the workshops and will serve as workshop facilitators.

We have also budgeted for participation in two public hearings on the project. The Rincon/VTA team anticipates participation in one Planning Commission hearing and one City Council hearing, although this could change dependent upon the City's needs. For the public hearings, we will present the Housing Element and CEQA review findings and recommendations.

## Deliverables

- Materials/presentations for Public Workshops and Hearings (we have assumed \$1,000 for printing costs associated with these materials, which will not be billed in the event of a virtual workshop and public hearings)



## Task 10 HCD Review

HCD review of the Draft Housing Element is mandatory. During the review, we will work to address all HCD comments and will communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element will be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This way, final certification will be contingent upon adopting the Housing Element as revised and reviewed by HCD and the City would avoid adopting a Housing Element that does not completely meet HCD requirements and needing to repeat the review and adoption process again.

Throughout the HCD review process, the Rincon/VTA team will maintain contact with HCD staff via email and phone calls regarding the City's progress, key issues to be addressed, and alternative approaches to compliance. After adoption, the Housing Element must be submitted to HCD for its final review within 90 days.

### Deliverables

- Housing Element
  - Revised HCD Review Draft of the Housing Element Update (electronic delivery)

## Task 11 Project Management

The Rincon/VTA team will organize a kickoff meeting with City staff and we anticipate facilitating bi-weekly project status calls throughout the process. Prior to the kickoff meeting, we will create a detailed project schedule highlighting major milestones, deadlines, deliverables and meetings necessary for achieving Housing Element certification on time (October 2021). Rincon recognizes that maintaining schedule is critical for the Housing Element update; therefore, we will provide monthly updates to City staff on our progress in conjunction with monthly invoices.

### Deliverables

- Initial Project Schedule
- Monthly Updates to Project Schedule

## **ADD SERVICE 1 & 2**

Additional staff time and costs associated with responding to February 3, 2022, comment letter from the State Housing and Community Development Department (HCD) for the adopted Corona Housing Element.

### **Amendment to Task 10**

#### **Article I. *HCD Review***

Consultant will address all HCD comments and prepare a revised draft Housing Element Update. This task includes two hours of virtual meetings with City staff to address comments that require local knowledge and City feedback. Consultant will coordinate with HCD staff for clarification and guidance as needed. Consultant will work closely with HCD and City to ensure that the Housing Element meets State requirements.

***Section 1.01 Deliverable***

- Revised Draft of the Housing Element Update (clean and track changed MS Word and PDF files)

***Article II. Readoption of Housing Element Update***

Consultant will attend one public hearing, if required to re-adoption of the Housing Element. If requested by City, Consultant will make a presentation summarizing HCD's comments and proposed revisions. Consultant can attend additional hearings in accordance with its approved fee schedule.

***Section 2.01 Deliverables***

- Attendance and presentation support at one public hearing
- Final Adopted Housing Element Update (clean and track changed MS Word and PDF files)

***Article III. HCD Submittal***

After adoption, the Housing Element Update must be submitted to HCD for final review. Consultant will submit hard copy and electronic files of the adopted Housing Element Update to HCD.

***Section 3.01 Deliverables***

- One hard copy Housing Element shipped to HCD
- Final Adopted Housing Element Update (Clean and track changed PDF files) emailed to HCD

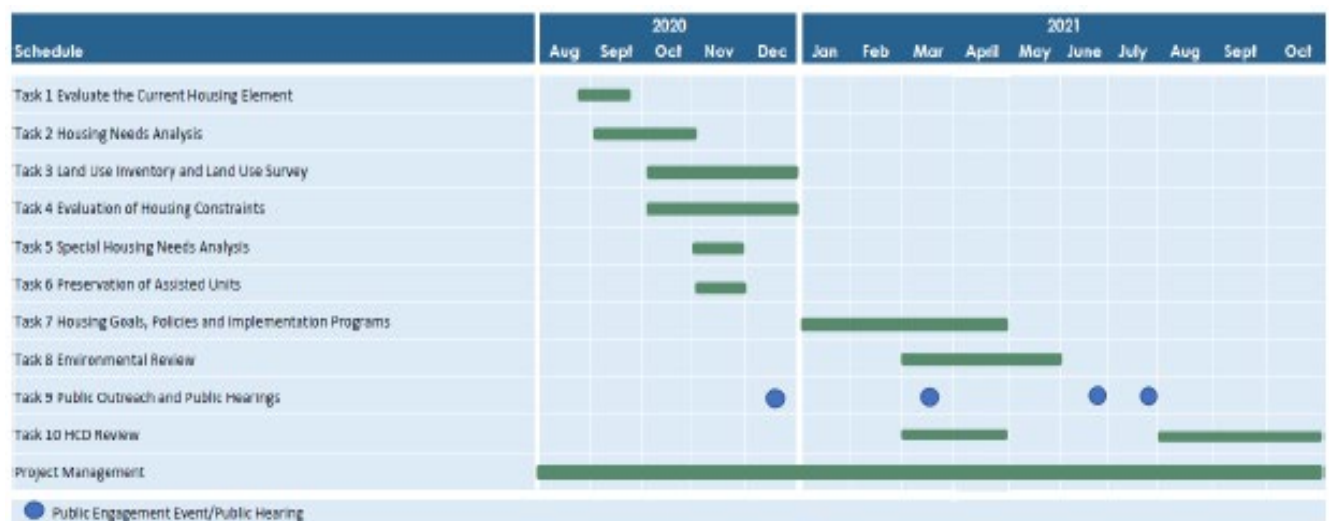
## EXHIBIT "B-2"

### SCHEDULE OF SERVICES

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines.

The consultant team anticipates an approximate 15-month timeline (August 2020 – October 2021). The schedule below accounts for all tasks described in our work program and accommodates the state's 90-day review of the adopted Housing Element.

Rincon will execute the Scope of Work (SOW) described herein according to the schedule outlined in the table above. This schedule is subject to change in coordination with city staff, however, given the timeframes associated with required approvals for the Housing Element Update, we do not anticipate major changes to the proposed schedule. For this reason, we have not proposed an Alternative Work Schedule. If the City requires an accelerated schedule for completion of this SOW, Rincon will work with the City to determine deliverable dates that can be met as needed.



### **ADD SERVICE 1:**

Agreement Term extended through September 30, 2022.

### **ADD SERVICE 2:**

Agreement Term extension through January 31, 2023 to complete all services.

## EXHIBIT "C-2" COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in this Exhibit "C-2".

	Rincon Labor Classification →			Principal I	Supervisor I	Senior Professional II	Professional II	GS/CA/DO Specialist I	Production Specialist	Clerical	Veronica Tam
Tasks	Labor Cost	Direct Expense	Hours	\$220	\$195	\$175	\$105	\$112	\$88	\$75	\$160
<b>Task 1: Evaluate the Current Housing Element Assessment Memorandum</b>	\$4,490		30	2	4	6	12				6
<b>Draft Outline</b>	\$1,000		5	1	4						
<b>Task Subtotal</b>	\$5,490		35	3	8	6	12				6
<b>Task 2: Housing Needs Analysis</b>	\$13,740		102	6	6	10	60				20
<b>Task Subtotal</b>	\$13,740		102	6	6	10	60				20
<b>Task 3: Land Use Inventory and Land Use Survey</b>											
<b>Draft Sites Inventory and Review of Sites for Suitability/Adequacy for RHNA</b>	\$23,712		176	8	12	20	80	26			30
<b>Sites Inventory Justification Documentation</b>	\$4,250		28	2	4	4	10				8
<b>Task Subtotal</b>	\$27,962		204	10	16	24	90	26			38
<b>Task 4: Evaluation of Housing Constraints</b>	\$13,740		102	6	6	10	60				20
<b>Task Subtotal</b>	\$13,740		102	6	6	10	60				20
<b>Task 5: Special Housing Needs Analysis</b>	\$2,300		17	1	2		10				4
<b>Task Subtotal</b>	\$2,300		17	1	2		10				4
<b>Task 6: Preservation of Assisted Units</b>	\$3,140		25	1	2		18				4
<b>Task Subtotal</b>	\$3,140		25	1	2		18				4
<b>Task 7: Housing Goals, Policies and Implementation Programs</b>											
<b>Task 7.1 Housing Goals, Policies, and Quantified Objectives</b>	\$6,040		42	2	6	6	20				8
<b>Task 7.2 Housing Element Documents</b>	\$10,240		78	4	10	6	40	6	6		6
<b>Task Subtotal</b>	\$16,280		120	6	16	12	60	6	6		14
<b>Task 8: Environmental Review</b>											
<b>Admin. Draft ND/MND</b>	\$6,470		52	2	4	6	40				
<b>Public Review Draft ND/MND</b>	\$3,918		30	2	4	4	14		6		
<b>Final ND/MND</b>	\$4,196		32	2	4	4	20		2		
<b>Task Subtotal</b>	\$14,584		114	6	12	14	74		8		
<b>Task 9: Public Outreach and Public Hearings</b>											
<b>Public Outreach (1 workshop and online engagement)</b>	\$4,950	\$1,085	32	6	10		16				
<b>Public Hearings (2)</b>	\$6,150	\$340	36	8	10		8				10
<b>Task Subtotal</b>	\$6,150	\$1,425	36	8	10		8				10
<b>Task 10: HCD Review</b>	\$7,580		40	8	20						12
<b>Task Subtotal</b>	\$7,580		40	8	20						12
<b>Project Management</b>	\$13,760	\$170	82	10	40					16	16
<b>Task Subtotal</b>	\$13,760	\$170	82	10	40					16	16
<b>SUBTOTAL COST</b>	\$ 129,676	\$ 1,595	841	\$ 12,540	\$ 24,960	\$ 13,300	\$ 40,820	\$ 3,584	\$ 1,232	\$ 1,200	\$ 21,440



**Direct Cost Detail**

Vehicle Costs	\$ 595
Printing Costs (3 workshops/hearings)	\$ 1,000
Administrative Costs	\$ 3,216
<b>Subtotal Additional Costs:</b>	<b>\$ 4,811</b>

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

**Summary**

Professional Fees Subtotal	\$129,676
Direct Costs Subtotal	\$4,811
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 134,487</b>

<i>OPTIONAL TASK: Additional Public Engagement</i>										
Public Outreach (2 workshops)	\$10,586	\$1,750	70	12	20		30	8		
Spanish Translation Services (2 workshops)	\$4,900		28			28				
	\$15,486	\$1,750	98	12	20	28	30	8		
<b>TOTAL COST (PROJECT + OPTIONAL TASK)</b>	<b>\$ 151,723</b>									

<b>Professional, Technical and Support Personnel*</b>	<b>Hourly Rate</b>
Principal II	\$240
Director II	\$240
Principal I	\$220
Director I	\$220
Senior Supervisor II	\$205
Supervisor I	\$195
Senior Professional II	\$175
Senior Professional I	\$160
Professional IV	\$145
Professional III	\$130
Professional II	\$115
Professional I	\$105
Associate III	\$95
Associate II	\$90
Associate I	\$82
Project Assistant	\$75
Senior GIS Specialist	\$140
GIS/CADD Specialist II	\$125
GIS/CADD Specialist I	\$112
Technical Editor	\$112
Production Specialist	\$88
Clerical	\$75

\*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

### Reimbursable Expenses

<b>Direct Cost</b>	<b>Rates</b>
Photocopies – Black and White	\$0.20 (single-sided) & \$0.36 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.20 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$85/day
4WD and Off-Road Vehicles*	\$135/day

\* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

**Payment Terms** – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 10 days from receipt.

**ADD SERVICE 1:**

Task	Approved Budget	Proposed Cost Estimate	Difference
<b>10 HCD Review</b>	\$5,660	\$20,660	+\$15,000
<b>Project total</b>	\$151,723	\$166,723	+\$15,000

**ADD SERVICE 2:**

Task	Approved Budget	First Amendment Budget	Proposed Cost Estimate (Second Amendment)	Difference (Second Amendment)
10 HCD Review	\$5,660	\$20,660	\$40,660	\$25,000
<b>Project Total</b>	\$151,723	\$166,723	<b>\$191,723</b>	<b>\$25,000</b>



Staff Report

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**File #:** 22-0650

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 08/03/2022

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

**FROM:** Community Services Department

**SUBJECT:**  
Consent to Assignment of Airport Leases to Flight Ventures, LLC.

**EXECUTIVE SUMMARY:**

Corona Executive Hangars is seeking City Council consent to an assignment of the lease agreements for Parcel IV and V to Flight Ventures, LLC. Per the Lease Section 14.01, consent to an assignment request shall not be unreasonably withheld by the City. Flight Ventures, LLC agrees to all lease obligations and is motivated to close the deal. Therefore, they have decided to assume responsibility and correct all deficiencies outlined in the consent agreement under Exhibit C.

**RECOMMENDED ACTION:**

**That the City Council** approve the Consent to Assignment and First Amendment to Lease Agreement between the City of Corona and Corona Executive Hangars for Parcels IV and V and recommend approval to the U. S. Army Corps of Engineers.

**BACKGROUND & HISTORY:**

The City of Corona holds a Recreational Lease from the United States Army Corps of Engineers. Under this lease, the City has approximately 1600 acres used as open space, park areas, and the Corona Municipal Airport. The City currently has three (3) Master Lease Holders: 1) CW Transportation leases Parcel I, 2) Diamond Aero Corporation leases Parcel II and VI, and 3) Corona Executive Hangars leases Parcel III, IV, and V. The City holds Parcel VII to maintain a tie-down area for transient and long-term aircraft parking.

On August 17, 2011, the City of Corona and Corona Executive Hangars entered into a Lease Agreement for Parcel III, IV, and V. Parcel III is approximately 1.61 acres and has 48 hangars and two offices. Parcel IV is approximately 1.03 acres and has a free-standing building and 23 tie-downs. Parcel V is approximately 5.76 acres and has 50 hangars, eight (8) offices, and 14 tie-downs.

**ANALYSIS:**

Corona Executive Hangars (CEH) and Flight Ventures, LLC (FVL) have negotiated a private transaction. CEH wishes to sell its lease interest in Parcel IV and V to FVL and retain all interest in Parcel III. The parties opened escrow and have a firm close date of August 31, 2022. In order to finalize their transaction, CEH must obtain written approval from the City and final approval from the United States Army Corps of Engineers. Per the Lease Section 14.01, consent to an assignment request shall not be unreasonably withheld by the City.

Staff conducted due diligence and analyzed the relative factors in furtherance of this request. Findings are summarized below.

City's Obligation to Consent

Per the Lease Agreement Section 14.01, CEH may assign their lease interest, but not until they have obtained written approval of the City, which consent shall not be unreasonably withheld. Prior to bringing the request before the Council, staff conducts due diligence activities to determine if consent can be given or withheld for cause. Due diligence activities include an in-depth inspection of leased premises, research of financial obligations, and conformance with all lease terms and obligations.

Tenant's Right to Retain Lease

Under the Lease Agreement Section 16, if a tenant is in breach, the City may compel them to assign their lease. CEH has not been called in breach and may therefore retain the leasehold interest of Parcel III.

Due Diligence

As part of the airport's routine operations and management, staff: 1) conduct proactive visual inspections of all the airport common areas and private parcel common grounds, a minimum of four (4) days a week, 2) assess use violations, as complaints are received or observed by staff, and 3) work closely with Fire Prevention and PW Environmental Compliance, throughout the year. Additionally, commencing in the fiscal year 2023, an annual hangar inspection program will be implemented. Staff has oversight authority to conduct these activities under the lease terms and Corona Municipal Code Title 4 Chapter 4.04.

However, when staff receives a lease assignment request, due diligence efforts include a more time-intensive and focused inspection to ensure that all facilities, common areas, and hangars are in compliance at the time of a lease assignment. The findings of this inspection are used as part of the due diligence criteria that aids staff in assessing whether the City can reasonably consent to the lease assignment. Accordingly, City staff conducted an in-depth inspection of all hangars, a free-standing building, and common area facilities on April 12 and 13, 2022. Staff was accompanied by FVL and provided access by CEH.

A summary of the inspection findings follows. A complete report is incorporated into the Consent to Assignment and First Amendment to Lease Agreement as Exhibit C. A full report of findings was mailed to CEH and FVL, on May 11, 2022.

*Hangar and Use Findings:* Staff found 22 hangars with deficiencies ranging from unpermitted structures to unpermitted electrical and use violations. A “use” violation exists when hangars are utilized for non-aviation purposes, unpermitted business, illegal storage of toxic/flammable materials, etc.

*Common Areas & Hangar Exterior Findings:* Parcels IV and V have extensive deferred maintenance issues such as missing, abandoned, or non-functioning exterior lighting and plumbing, broken windows, deteriorated pavement and striping, and missing tie-downs.

*Financial Obligation Findings:* No Findings. Per Lease Agreement Section 3 Rent and Section 4 Aircraft Fee, CEH is current with all its payment obligations and required reporting.

### Uses and Maintenance

Under the Corona Municipal Code Title 4 Chapter 4.04 and Lease Agreements Section 7 Uses and Section 9 Maintenance, CEH is responsible for ensuring that premises are used solely for general aviation purposes and maintained in good repair. As such, the Lessee, CEH, is responsible for remedying the deficiencies identified during the City’s due diligence inspection. If CEH is obligated to remediate the deficiencies before approving the transfer, FVL will not be able to close the deal before the August 31, 2022 deadline. Given the deadline to close escrow, FVL is willing to assume all legal obligations to remediate deficiencies. These obligations are captured under the amended Consent to Assignment Agreement and thereby legally binding.

In accordance with the terms and obligations of the Consent to Assignment and First Amendment to Lease Agreement for Parcels IV and V, Flight Ventures, LLC agrees to assume the Lease Agreement for Parcel IV and Parcel V in their entirety, as amended. The following is a summary of the more salient amended terms; for full detail of terms, refer to the attached Consent to Assignment and First Amendment to Lease Agreement.

1. TERM: The Term expires on January 31, 2037.
2. RIGHT OF FIRST REFUSAL: If the US Army Corps of Engineers extends the City Lease and Lessee is in good standing, Lessee will have the right of first refusal to extend the lease.
3. LEASE OF ADDITIONAL PROPERTY: Lessee may lease other airport properties under the same terms and conditions of this Lease but at a rental rate to be determined by the City.
4. ANNUAL INCREASES: Rent shall be adjusted upward, effective January 1 of each year, equal to a percentage based on the Consumer Price Index for Riverside-San Bernardino-Ontario.
5. CORRECTION OF DEFICIENCIES: Flight Ventures, LLC has twelve (12) months to correct all deficiencies.

Staff finds that Flight Venture’s assumption of deficiencies and twelve-month schedule for the correction of said deficiencies is a reasonable remedy. Therefore, the staff recommendation is that Council should not withhold approval of assignment of the lease to FVL.

### **FINANCIAL IMPACT:**

The financial terms of the assigned leases remain unchanged; therefore, approval of this consent

agreement has no financial impact on Airport Fund 275 and no impact on the General Fund.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action of approving the consent to assign airport leases to a new lessee is contractual, and there has no possibility that approval of the agreement will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** CYNTHIA LARA, COMMUNITY ASSISTANCE MANAGER

**REVIEWED BY:** ANNE K. TURNER, COMMUNITY SERVICES DIRECTOR

**Attachments:**

1. Consent to Assignment and First Amendment to Lease Agreement

**CONSENT TO ASSIGNMENT AND FIRST AMENDMENT  
TO LEASE AGREEMENT BETWEEN THE CITY OF CORONA  
AND CORONA EXECUTIVE HANGARS FOR PARCELS IV AND V  
AT THE CORONA MUNICIPAL AIRPORT**

**1. PARTIES AND DATE.**

This Consent to Assignment and First Amendment of Lease (“Consent\Amendment”) is entered into as of the 3<sup>rd</sup> day of August, 2022 by and among the City of Corona (“City” and “Lessor”), Corona Executive Hangars, a California corporation (“Assignor”), and Flight Ventures USA, LLC, a Nevada limited liability company located at 123 W. Nye Land, Suite 129, Carson City, NV 89706 (“Assignee” and “Lessee”). City, Assignor, and Assignee are sometimes referred to as the “Parties” in this Consent\Amendment.

**2. RECITALS.**

2.1 Sub-Lease Agreements. On August 17, 2011, Lessor and Assignor entered into that certain Lease Agreement between the City of Corona and Corona Air Ventures, LLC for Parcel IV at the Corona Municipal Airport (“Parcel IV Sub-Lease”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference and that certain Lease Agreement between the City of Corona and Corona Air Ventures, LLC for Parcel V at the Corona Municipal Airport (“Parcel V Sub-Lease”), a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference. The Parcel IV Sub-Lease and the Parcel V Sub-Lease shall be collectively referred to herein as the “Sub-Leases.”

2.2 Parcels IV and V. Under the Sub-Leases, Assignor leases property from Lessor at the Corona Municipal Airport commonly referred to as Parcel IV and Parcel V.

2.3 Assignment; City Consent. Assignor desires to assign its interests, rights and obligations in the Sub-Leases to Assignee and Assignee wishes to assume such interests, rights and obligations in the Sub-Leases. Pursuant to Section 14.01 of the Sub-Leases, Assignor must obtain the City’s consent prior to assigning its interest.

2.4 United States ACOE Land. Lessor operates the Corona Municipal Airport (“Airport”) on property Lessor leases from the United States Army Corps of Engineers (“USACOE”) pursuant to Lease No. DACW 09-1-67-60, dated May 26, 1967, and all supplemental agreements thereto (“Master Lease Agreement”). As provided in the Sub-Leases, including, but not limited to, Sections 18.12 and 18.13, the Sub-Leases are expressly contingent upon approval by the USACOE, are subordinate to the Master Lease Agreement and cannot extend beyond the term of the Master Lease Agreement. On or about July 18, 2018, USACOE advised Lessor that its Master Lease Agreement will not be renewed after January 31, 2037 and directed that Lessor amend the Sub-Leases to reflect this fact.

2.5 First Amendment. To comply with the obligations under the Master Lease Agreement, City and Assignee wish to amend the Sub-Leases for the first time to delete the renewal options for additional terms after January 31, 2037.

CAJR\16100.10203\10267677.1

ASSIGNMENT AND FIRST AMENDMENT TO LEASE for PARCELS IV & V (FROM CEH TO FLIGHT VENTURES) FINAL CLEAN VERSION

(CITY ATTY 10-13)



### 3. TERMS.

3.1 Consent to Assignment. City and Assignor hereby consent to the assignment and assumption of all interests, rights and obligations of Assignor under the Sub-Leases to and by Assignee, and acknowledge that all terms and conditions contained in the Sub-Leases remain in full force and effect.

3.2 Assumption. Assignee hereby agrees to assume all of the interests, rights and obligations of Assignor under the Sub-Leases and to carry out those obligations pursuant to the terms and conditions of the Sub-Leases. City and Assignee acknowledge and agree that all terms and conditions of the Sub-Leases remain in full force and effect.

3.3 Amendment – Section 2 (Term). Section 2 (Term) of the Sub-Leases is hereby deleted in its entirety and replaced with the following:

“2.01 Term. The term of this Lease shall commence on the later of (a) the date the Lease is signed by Lessor or (b) the date it is approved by the USACOE and shall continue thereafter for a period until January 31, 2037 (“Term”). Notwithstanding the foregoing, this Lease shall under no circumstances extend beyond the termination date of the Master Lease Agreement between Lessor and the USACOE. If the Master Lease Agreement is terminated for any reason by the USACOE, this Lease shall automatically terminate and Lessor shall not be liable to Lessee for any damages, including but not limited to, loss of rents, loss of business or loss of capital investment incurred as a result of the early termination of this Lease pursuant to this Section; provided, however, that Lessor may, but will not necessarily be, liable to Lessee for damages if the Lease is terminated by Lessor for no reason, or due to Lessor's negligence or willful misconduct.

2.02 No Additional Terms; Right of First Refusal; Notice if ACOE Changes Plans. According to the USACOE, the Master Lease Agreement will not be renewed after January 31, 2037. Accordingly, unless the USACOE indicates otherwise and this Lease is amended with USACOE approval, this Lease will expire as of January 31, 2037.

In the event that the Airport is allowed to continue to operate under a subsequent lease to the Master Lease Agreement approved by the USACOE, and in the event that Lessee is then in good standings under its current Lease with Lessor, Lessee will be provided a right of first refusal to enter into a new lease for the Premises beginning on February 1, 2037.

On October 22, 2018, Lessor provided written notice to Lessee (or Lessee's predecessor) of the USACOE's written notice dated August 30, 2018 that it will no longer allow the Airport to operate as of January 31, 2037. Lessee acknowledges and represents that it has been provided with

a written copy of this USACOE notice dated August 30, 2018 and that it understands all of the terms and implications of such notice. Lessor will provide prompt notification to Lessee in the event that Lessor becomes aware of any written definitive change in plans by the USACOE (or any other agency) to allow operation of the Airport on or after February 1, 2037. Lessor will also provide prompt notification to Lessee in the event that Lessor becomes aware of any written definitive plans by the USACOE (or any other agency) that would significantly impact Lessee's on-going operations at the Airport.

2.03 Hold Over Prohibited; Survival of Payment Obligations. Upon the expiration of the Term of this Lease or the early termination of this Lease, Lessee shall have no right to hold over and remain in possession of the Premises. Certain provisions of this Lease shall survive such expiration or early termination, including those provisions which expressly provide for such survival, as well as the obligation to pay all payments required under this Lease, including the rents and fees provided for in Section 3.01 below; provided, however, that such amounts provided for in Section 3.01 shall be increased by three hundred percent (300%) of the amount due and owing upon expiration of the Term or early termination of this Lease.

2.04 Lease of Additional Property. Lessee shall have the option, during the term of this Lease, to lease additional acreage of Airport property adjacent or in close proximity to the Premises under the same terms and conditions of this Lease, but at a rental to be determined by Lessor, when and if Lessor obtains additional acreage for Airport and such acreage is available for leasing.”

3.4 Amendment – Section 3.03 (Annual Increase). Section 3.03 (Annual Increase) of the Sub-Leases is hereby deleted in its entirety and replaced with the following:

“3.03 Annual Increase. The Monthly Basic Rent shall be adjusted upward, effective January 1st of each year (the "Adjustment Date"), except in those years when the Monthly Basic Rent is adjusted pursuant to Section 3.05, 3.06, 3.07 or 3.08, in an amount equal to the percentage increase, if any, in the United States Bureau of Labor Statistics Consumer Price Index, Riverside-San Bernardino-Ontario, All Urban Consumers ("Index"), using the preceding twelve (12) month period published for the month of November.”

3.5 Amendment – Section 11.02 (Annual Reports). Section 11.02 (Annual Report) of the Sub-Leases is hereby deleted in its entirety and replaced with the following:

“11.02 Annual Reports. If requested by the USACOE, Lessee agrees to and shall furnish Lessor, within thirty (30) calendar days after the end of each fiscal year, a statement of all of its gross receipts, expenditures and

net income concerning and related to its operation and activities on the Premises.

If requested by Lessor, Lessee agrees to and shall furnish Lessor, within fifteen (15) calendar days of such request, the Annual County of Riverside Assessor-County Clerk-Recorder Statement identifying all aircraft based on the parcel. This information shall be provided in the format required by the Assessor-County Clerk-Recorder's Office, to be stipulated at the time of each request.

All reports shall be provided in an electronic format, using Excel or another management or accounting software system capable of being imported by Lessor into its computer system."

3.6 Amendment – Section 11.04 (Monthly Report). Section 11.04 (Monthly Report) of the Sub-Leases is hereby deleted in its entirety and replaced with the following:

"11.04 Monthly Report. Lessee agrees to and shall for the term of this Lease submit to the Airport Manager of Lessor, no later than the tenth (10<sup>th</sup>) day of each and every month, a monthly written report concerning certain phases of Lessee's operations on the Premises, including, but not limited to, the following:

- (a) An inventory of all aircraft based on the Premises and copies of insurance policies for each;
- (b) A list of any aircraft, new or used, which were sold by Lessee during the immediately preceding calendar month. If none were sold, the list should indicate "No aircraft were sold this month" or something substantively similar;
- (c) An inventory of all current tiedown leases, including each plane's N number, space number, monthly tie down charge and contact information for tiedown lessees;
- (d) An inventory of all current hangar leases with planes, including each plane's N number, space number, monthly hangar charge and contact information for hangar lessees;
- (e) An inventory of all current hangar leases without planes, including reasoning for leasing the hangar without a plane and an explanation of how the hangar lease is consistent with the limitation of "uses" for the Premises provided for in Section 8 of the Lease; and
- (f) A summary sheet which outlines items (a) through (e) above.

Items (a) through (f) shall be provided in an electronic format, using Excel or another management or accounting software system capable of being imported by Lessor into its computer system.

The form and required content of said monthly operating report shall be subject to modification from time to time by Lessor. Before making any changes to the form or content, Lessor shall notify Lessee at least thirty (30) calendar days in advance.”

3.7 Correction of Deficiencies. On or before August 4, 2023 (“Deficiencies Deadline”), Assignee shall correct or remedy, to the satisfaction of the City Manager, the deficiencies on Parcel IV and Parcel V that are identified in Exhibit “C” attached hereto and incorporated herein by reference. Without limiting the foregoing, Assignee shall, on or before the Deficiencies Deadline, sweep, remove all areas of cracking, grind, fill cracks, seal coat and restripe all pavement surfaces on Parcel IV and Parcel V. Additionally, Assignee shall, on or before the Deficiencies Deadline, remove all aircraft that is not flight worthy from any outdoor areas on Parcel IV and Parcel V.

3.8 Continuing Effect of Agreement. Except as amended by this Consent\Amendment, all provisions of the Sub-Leases shall remain unchanged and in full force and effect. From and after the date of this Consent\Amendment, whenever the term “Lease” appears in the Sub-Leases, it shall mean the Sub-Lease as amended by this Consent\Amendment.

3.9 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 Consent\Amendment.

3.10 Counterparts. This Consent\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 NEXT THREE (3) PAGES]

**LESSOR'S SIGNATURE PAGE FOR**  
**CONSENT TO ASSIGNMENT AND FIRST AMENDMENT**  
**TO LEASE AGREEMENT BETWEEN THE CITY OF CORONA**  
**AND CORONA EXECUTIVE HANGARS FOR PARCELS IV AND V**  
**AT THE CORONA MUNICIPAL AIRPORT**

**CITY OF CORONA**  
a California municipal corporation

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

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

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

**ASSIGNOR'S SIGNATURE PAGE FOR  
CONSENT TO ASSIGNMENT AND FIRST AMENDMENT  
TO LEASE AGREEMENT BETWEEN THE CITY OF CORONA  
AND CORONA EXECUTIVE HANGARS FOR PARCELS IV AND V  
AT THE CORONA MUNICIPAL AIRPORT**

**CORONA EXECUTIVE HANGARS,  
a California corporation**

By: \_\_\_\_\_  
Steven R. Rosko  
President

**ASSIGNEE'S SIGNATURE PAGE FOR**  
**CONSENT TO ASSIGNMENT AND FIRST AMENDMENT**  
**TO LEASE AGREEMENT BETWEEN THE CITY OF CORONA**  
**AND CORONA EXECUTIVE HANGARS FOR PARCELS IV AND V**  
**AT THE CORONA MUNICIPAL AIRPORT**

**FLIGHT VENTURES USA, LLC**  
a Nevada limited liability company

By: \_\_\_\_\_  
Ron Kelly  
Manager

By: \_\_\_\_\_  
Chris Haug  
Manager

By: \_\_\_\_\_  
Anthony Linquata  
Manager

**EXHIBIT "A"**

**LEASE AGREEMENT BETWEEN THE CITY OF CORONA  
AND CORONA EXECUTIVE HANGARS FOR PARCEL IV  
AT THE CORONA MUNICIPAL AIRPORT**

**[SEE ATTACHED FORTY (40) PAGES]**



**LEASE AGREEMENT BETWEEN THE CITY OF CORONA  
AND CORONA EXECUTIVE HANGARS FOR PARCEL IV  
AT THE CORONA MUNICIPAL AIRPORT**

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**LEASE AGREEMENT BETWEEN THE CITY OF CORONA  
AND CORONA EXECUTIVE HANGARS FOR PARCEL IV  
AT THE CORONA MUNICIPAL AIRPORT**

This Lease ("Lease"), dated for reference purposes as of August 17, 2011, is entered into by and between the **CITY OF CORONA**, a California municipal corporation ("Lessor"), and **CORONA EXECUTIVE HANGARS**, a California corporation ("Lessee").

**RECITALS**

1. Lessor operates the Corona Municipal Airport ("Airport") on property Lessor leases from the United States Army Corps of Engineers ("USACOE") pursuant to Lease No. DACW 09-1-67-60, dated May 26, 1967, and all supplemental agreements thereto.

2. Lessee desires to lease Parcel IV at the Airport for parking, storing, and/or tying down of airplanes and other proper and lawful purposes incidental thereto. Lessee also desires for this Lease to supersede that leasehold interest assigned to it (Lease Agreement between the City of Corona and Steven R. Rosko for Parcel IV at the Corona Municipal Airport, dated November 15, 2000), of prior as provided for in Section 18.09 herein.

**LEASE**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the parties hereby agree as follows:

1. **LEASE OF PREMISES.**

1.01 **Master Lease Agreement.** Lessor represents to Lessee (a) that it has a possessory interest in the parcels described in Section 1.02 below ("Premises") and (b) that it has the full power and authority to lease the Premises to Lessee subject to the terms and conditions of the lease between Lessor and the USACOE, more particularly described as Lease No. DACW09-1-

67-60, dated May 26, 1967, and all supplemental agreements thereto ("Master Lease Agreement") and subject to approval of the Lease by the USACOE.

1.02 Premises. Lessor, in consideration of the covenants and conditions herein set forth, hereby leases to Lessee, and Lessee leases from Lessor, in the condition existing at the inception of this Lease, the following described property, referred to in this Lease as the "Premises":

PARCEL IV

That portion of Lot 4 of the portion of Rancho La Sierra Yorba allotted to the Prudencia Yorba Estate, in the County of Riverside, State of California, as shown on map recorded in Book 2, Page 21 of Maps, Records of said County, described as follows:

Beginning at the most northeasterly corner of Lot 24, Block 69, Book 2, Page 3 of Maps, San Bernardino County, California, said point being the West boundary line of Smith Avenue and the South boundary line of the abandoned Atchison, Topeka and Santa Fe Railway right of way; thence on a circular curve with a radius of 5,679.65 feet and a central angle of  $09^{\circ} 15' 28''$  concave to the South and on the Atchison, Topeka and Santa Fe right of way line, with a length of 917.71 feet, to a point of tangency; thence North  $86^{\circ} 03' 03''$  West, a distance of 1,165.98 feet; thence North  $03^{\circ} 56' 57''$  East, a distance of 100 feet, said point being on the North boundary line of the Atchison, Topeka and Santa Fe Railway right of way; thence North  $03^{\circ} 56' 57''$  East, a distance of 202.22 feet; thence North  $46^{\circ} 31' 03''$  West, a distance of 241.23 feet; thence North  $86^{\circ} 04' 18''$  West, a distance of 2,234.46 feet to the true point of beginning; thence North  $86^{\circ} 04' 18''$  West, a distance of 120.00 feet; thence North  $03^{\circ} 55' 42''$  East, a distance of 370.00 feet; thence South  $89^{\circ} 04' 18''$  East, a distance of 120.16 feet; thence South  $03^{\circ} 55' 42''$  West, a distance of 376.29 feet to the true point of beginning, containing 1.03 acres.

It is further understood and agreed by the parties hereto that a permanent easement be granted, for construction, maintenance, operation, repair, alteration, replacement, or removal of facilities now or hereafter to be located, across said land.

2. TERM.

2.01 Initial Term. The initial term of this Lease shall commence on the later of (a) the date the Lease is signed by Lessor or (b) the date it is approved by the USACOE and shall continue thereafter for a period until January 31, 2017 ("Initial Term").

2.02 First Additional Term. Provided that Lessee is not then in default under this Lease, the term of this Lease will be automatically extended for one additional term of twenty (20) years until January 31, 2037 ("First Additional Term"), unless Lessee provides Lessor written notice of non-renewal not more than one hundred (100) days nor less than thirty (30) days before the expiration of the Initial Term on January 31, 2017; provided, however, that this Lease, including the First Additional Term, shall under no circumstances extend beyond the termination or expiration date of the Master Lease Agreement between Lessor and the USACOE. If the Master Lease Agreement is terminated or expires for any reason, this Lease shall automatically terminate and Lessor shall not be liable to Lessee for any damages, including but not limited to, loss of rents, loss of business or loss of capital investment incurred as a result of the early termination of this Lease pursuant to this Section; provided, however, that Lessor may, but will not necessarily be, liable to Lessee for damages if the Lease is terminated by Lessor for no reason, or due to Lessor's negligence or willful misconduct.

2.03 Second Additional Term. Provided that Lessee is not then in default under this Lease, the term of this Lease may be extended, at the sole and absolute discretion of Lessor, for an additional term of ten (10) years until January 31, 2047 ("Second Additional Term"), unless Lessee provides Lessor written notice of non-renewal not more than one hundred (100) days nor less than thirty (30) days before January 31, 2037; provided, however, that this Lease, including the Second Additional Term, shall under no circumstances extend beyond the termination or expiration date of the Master Lease Agreement between Lessor and the USACOE. If the Master Lease Agreement is terminated or expires for any reason, this Lease shall automatically terminate and Lessor shall not be liable to Lessee for any damages, including but not limited to,



loss of rents, loss of business or loss of capital investment incurred as a result of the early termination of this Lease pursuant to this Section; provided, however, that Lessor may, but will not necessarily be, liable to Lessee for damages if the Lease is terminated by Lessor for no reason, or due to Lessor's negligence or willful misconduct.

2.04 Third Additional Term. Provided that Lessee is not then in default under this Lease, at the sole and absolute discretion of Lessor, the term of this Lease may be extended for an additional term of ten (10) years until January 31, 2057 ("Third Additional Term"), unless Lessee provides Lessor written notice of non-renewal not more than one hundred (100) days nor less than thirty (30) days before January 31, 2047; provided, however, that this Lease, including the Third Additional Term, shall under no circumstances extend beyond the termination or expiration date of the Master Lease Agreement between Lessor and the USACOE. If the Master Lease Agreement is terminated or expires for any reason, this Lease shall automatically terminate and Lessor shall not be liable to Lessee for any damages, including but not limited to, loss of rents, loss of business or loss of capital investment incurred as a result of the early termination of this Lease pursuant to this Section; provided, however, that Lessor may, but will not necessarily be, liable to Lessee for damages if the Lease is terminated by Lessor for no reason, or due to Lessor's negligence or willful misconduct.

2.05 Holding Over. If, after the expiration or termination of the term of this Lease, Lessee shall hold over and remain in possession of the Premises with the written consent of Lessor, this Lease shall be extended on a month-to-month basis only, subject to all the provisions of this Lease, including that the rent shall be revised as set forth in Section 3.03. In addition, Lessor shall have the option, at the beginning of the hold over tenancy, to revise the amount of the Monthly Basic Rent to reflect the fair market rental rate, in accordance with the process provided for in Sections 3.05 through 3.08.

2.06 Lease of Additional Property. Lessee shall have the option, during the term of this Lease, to lease additional acreage of Airport property adjacent or in close proximity to the

Premises under the same terms and conditions of this Lease, but at a rental to be determined by Lessor, when and if Lessor obtains additional acreage for Airport and such acreage is available for leasing.

3. RENT.

3.01 Monthly Basic Rent. Beginning on the commencement date and thereafter throughout the term of this Lease, Lessee shall pay to Lessor, in advance on the tenth (10th) day of each and every calendar month and without demand, deduction, offset, or abatement, monthly rent ("Monthly Basic Rent") as specified in this Lease. The initial Monthly Basic Rent will be FIVE HUNDRED THIRTY-FIVE DOLLARS AND NINETY-SEVEN CENTS (\$535.97) per month, and shall be adjusted as provided in Sections 3.03 through 3.08. Monthly Basic Rent for any partial calendar month shall be prorated appropriately, and for a partial calendar month at the beginning of the term, such partial month's Monthly Basic Rent shall be paid to Lessor on the first day of the first full calendar month following the Commencement Date.

3.02 Place of Payment. Monthly Basic Rent shall be made payable to the City of Corona and shall be paid at the Office of Parks and Community Services, City of Corona, Civic Center, 400 S. Vicentia Avenue, Corona, California or at such other address as provided by Lessor pursuant to Section 18.05.

3.03 Annual Increase. The Monthly Basic Rent shall be adjusted upward or downward, effective January 1st of each year (the "Adjustment Date"), except in those years when the Monthly Basic Rent is adjusted pursuant to Section 3.05, 3.06, 3.07 or 3.08, in an amount equal to the percentage increase or decrease, if any, in the United States Bureau of Labor Statistics Consumer Price Index, Los Angeles-Riverside-Orange County, All Urban Consumers ("Index"), using the preceding twelve (12) month period published for the month of August; provided, however, that the Monthly Basic Rent shall not be decreased below the minimum of \$399.10.

3.04 Discontinuation of Index. If publication of the Index is discontinued, the parties shall agree on comparable statistics on the cost of living for the City of Los Angeles as may be published by an agency of the United States or any recognized financial authority. In the event comparable statistics are used, the method of computing the adjusted Monthly Basic Rent shall be revised to carry out the intent herein.

3.05 2017 Revised Monthly Basic Rent. Effective on January 1, 2017, Lessor shall, at the option of Lessor, revise the amount of the Monthly Basic Rent to reflect the fair market rental rate. Lessor shall meet and confer in good faith with Lessee concerning the amount of such revision in accordance with Section 3.09. Such revision shall be determined by the consideration of land value only and shall not, in any manner, be based on the value of Lessee's improvements.

The Monthly Basic Rent revised in accordance with this Section 3.05 ("Revised Monthly Basic Rent") shall, at the option of Lessor, replace the Monthly Basic Rent set forth in Section 3.01, and beginning January 1, 2018 shall be subject to adjustment as set forth in Section 3.03. In subsequent years, the Revised Monthly Basic Rent shall not be decreased below the amount established by Lessor as the Revised Monthly Basic Rent in accordance with this Section 3.05.

3.06 2027 Revised Monthly Basic Rent. Effective on January 1, 2027, Lessor shall, at the option of Lessor, revise the amount of the Monthly Basic Rent to reflect the fair market rental rate. Lessor shall meet and confer in good faith with Lessee concerning the amount of such revision in accordance with Section 3.09. Such revision shall be determined by the consideration of land value only and shall not, in any manner, be based on the value of Lessee's improvements.

The Monthly Basic Rent revised in accordance with this Section 3.06 ("Revised Monthly Basic Rent") shall, at the option of Lessor, replace the Monthly Basic Rent set forth in Sections 3.01 and 3.05, and beginning January 1, 2028 shall be subject to adjustment as set forth in Section 3.03. In subsequent years, the Revised Monthly Basic Rent shall not be decreased

below the amount established by Lessor as the Revised Monthly Basic Rent in accordance with this Section 3.06.

3.07 2037 Revised Monthly Basic Rent. Effective on January 1, 2037, Lessor shall, at the option of Lessor, revise the amount of the Monthly Basic Rent to reflect the fair market rental rate. Lessor shall meet and confer in good faith with Lessee concerning the amount of such revision in accordance with Section 3.09. Such revision shall be determined by the consideration of land value only and shall not, in any manner, be based on the value of Lessee's improvements.

The Monthly Basic Rent revised in accordance with this Section 3.07 ("Revised Monthly Basic Rent") shall, at the option of Lessor, replace the Monthly Basic Rent set forth in Section 3.01, 3.05 and 3.06, and beginning January 1, 2038 shall be subject to adjustment as set forth in Section 3.03. In subsequent years, the Revised Monthly Basic Rent shall not be decreased below the amount established by Lessor as the Revised Monthly Basic Rent in accordance with this Section 3.07.

3.08 2047 Revised Monthly Basic Rent. Effective on January 1, 2047, Lessor shall, at the option of Lessor, revise the amount of the Monthly Basic Rent to reflect the fair market rental rate. Lessor shall meet and confer in good faith with Lessee concerning the amount of such revision in accordance with Section 3.09. Such revision shall be determined by the consideration of land value only and shall not, in any manner, be based on the value of Lessee's improvements.

The Monthly Basic Rent revised in accordance with this Section 3.08 ("Revised Monthly Basic Rent") shall, at the option of Lessor, replace the Monthly Basic Rent set forth in Section 3.01, 3.05, 3.06 and 3.07, and beginning January 1, 2048 shall be subject to adjustment as set forth in Section 3.03. In subsequent years, the Revised Monthly Basic Rent shall not be decreased below the amount established by Lessor as the Revised Monthly Basic Rent in accordance with this Section 3.08.

3.09 Cancellation. In July of the calendar year preceding the effective dates specified in Sections 3.05, 3.06, 3.07 and 3.08, Lessee shall notify Lessor of the need to confer regarding

the Revised Monthly Basic Rent pursuant to such Sections. If the parties are unable to agree upon a Revised Monthly Basic Rent, either party shall be entitled to cancel this Lease by providing written notice of its election to cancel and terminate this Lease, which notice shall be served no later than November 1 of the calendar year preceding the effective date specified in Sections 3.05, 3.06, 3.07 and 3.08, and shall be effective January 1 of the following calendar year; provided, however, that representatives of each party, who have reasonable settlement authority, shall first engage in non-binding mediation. The parties may also consider non-binding or binding arbitration upon the mutual agreement of the parties.

4. AIRCRAFT FEE

4.01 Amount of Aircraft Fee. Lessee shall pay to Lessor without abatement, deduction, or offset, on the tenth (10th) day of each month, an "Aircraft Fee" which is the greater of the following:

(a) Six and No/100 Dollars (\$6.00) per month per aircraft for each aircraft stored, parked or tied down on the Premises on the date the monthly operating report is required to be submitted to Lessor; provided, however, that if the number of outside tie downs is five (5) or fewer, this amount shall be Nine and No/100 (\$9.00) per month per aircraft for each aircraft stored, parked or tied down on the Premises on the date the monthly operating report is required to be submitted to Lessor. This amount shall be adjusted upward or downward, effective January 1st of each year, beginning January 1, 2012, in an amount equal to the percentage increase or decrease in the Index, using the preceding twelve (12) month period published for the month of August; provided, however, that this amount shall not be decreased below applicable minimums of Six Dollars and No/100 (\$6.00) or Nine and No/100 (\$9.00), as provided for above. Lessor will use its reasonable best efforts to include the same index increase or decrease in all Airport leases entered into or renegotiated hereafter between Lessor and other leaseholders.

(b) Twenty percent (20%) of the multiple of the total number of aircraft stored, parked or tied down on the Premises on the date the monthly operation report is required

to be submitted to Lessor times the highest monthly outside tie down charge charged by Lessee for the tying down of aircraft. The Aircraft Fee has no relation to the rental charged by Lessee for storage or parking of aircraft in hangars; rather, it is computed solely on the basis of the highest outside tie down fee charged by the Lessee, applied to all aircraft parked, tied down or stored on the Premises.

4.02 Application to Lessee's Aircraft. The Aircraft Fee shall not apply to any aircraft owned or leased by Lessee.

4.03 Initial or Up-Front Fee. Lessor shall not be entitled to a percentage of any initial or up-front fee charged by Lessee to persons or entities who intend to store aircraft in hangars to be constructed by Lessee on the Premises; provided, however, that in no event shall this initial or up-front fee result in any reduction, adjustment or waiver, in whole or in part, of the fee on which Lessee's Aircraft Fee is based pursuant to Section 4.01(b). The amount of any initial or up-front fee must be approved by Lessor and the USACOE.

5. INTEREST AND TAXES.

5.01 Interest. Any required payment of rent or Aircraft Fees that are not paid to Lessor within the timeframes set forth in Sections 3.01 and 4.01 shall commence to bear interest at the rate of ten percent (10%) per annum from the date due until fully paid. Neither the accrual nor Lessee's payment of interest shall be deemed to cure any default by Lessee under this Lease.

5.02 Tax Liability. Lessee shall pay before delinquency any and all property taxes, assessments, fees, or charges, including but not limited to possessory interest taxes, which may be levied or assessed upon any personal property, improvements or fixtures installed or belonging to Lessee and located on the Premises. Lessee shall also pay all license or permit fees necessary or required by law for the conduct of its operation and/or levied in accordance with Section 107 of the California Revenue and Taxation Code. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee shall provide an

annual list of all aircraft hangars and/or tie down on the Premises and any additional information needed by Riverside County for tax purposes.

5.03 Tax Contest. Lessee may contest the legal validity or amount of any taxes, assessments, or charges for which Lessee is responsible under this Lease and may institute such proceedings as Lessee considers necessary. If Lessee contests any such tax, assessments or charges, Lessee may withhold or defer payment or pay under protest, but shall protect Lessor and the Premises from any lien by adequate surety bond or other appropriate security.

5.04 Payment by Lessor for Lessee. Should Lessee fail to pay such taxes, assessments, or charges, Lessor may, at its option, pay such taxes, assessments, or charges together with all penalties and interest which may have been added thereto by reason of Lessee's delinquency or default, and may likewise redeem the Premises, or any part thereof, from any tax sale or sales. Any such amounts so paid by Lessor shall become immediately due and payable as rent by Lessee to Lessor, together with interest thereon at the rate of seven percent (7%) per annum from the date of payment by Lessor until paid by Lessee. Any such payment by Lessor shall not be deemed to be a waiver of any other rights which Lessor may have under the provisions of the Lease or as provided by law.

6. UTILITIES.

Lessee shall pay without abatement, deduction or offset any and all utility bills of whatever kind or nature incurred upon the Premises during the term of this Lease, including but not limited to charges for lights, water, gas, telephone, sewage, heating, garbage disposal, electricity, power, janitor service or any other utility charges, for the Premises.

7. USES.

The Premises shall be used by Lessee solely for general aviation and airport purposes, including storage, parking and maintenance of aircraft and other lawful purposes incidental thereto.



8. IMPROVEMENTS.

8.01 Construction. Lessee may, subject to prior written approval of Lessor, construct buildings upon or otherwise improve or modify the Premises. All construction shall be performed pursuant to standard plan submission and approval procedures and shall be done in conformity with all county, city, state and federal regulations applicable to said construction. Lessor's Parks and Community Services staff shall review all plans submitted by Lessee showing square footages and locations of new hangars, and such plans shall not exceed the number of existing tie-downs plus the number of old hangars replaced. Lessor's Parks and Community Services staff will use its reasonable best efforts to support such plans in concept and in their current form, but such plans are subject to final approval in accordance with all applicable laws, rules and regulations, and Lessor cannot warrant or guarantee such approval.

8.02 Compliance with National Pollution Discharge Elimination System Rules. Lessor shall make every effort to ensure its compliance and the compliance of its licensees and tenants with the National Pollution Discharge Elimination System storm water rules.

8.03 Signs. Lessee may, subject to the prior written approval of Lessor and subject to all applicable rules, regulations and laws of Lessor, the county, the state and federal government, erect and maintain signs on the Premises. All signs must be approved by the USACOE.

8.04 Restroom Facilities. Lessee shall, at its sole cost and expense, provide restroom facilities on the Premises that conform to all applicable federal, state, county and local rules, regulations and requirements.

8.05 Title to Improvements. Title to the existing improvements and the improvements placed on the Premises by Lessee shall be held by Lessee. All of the improvements shall remain the property of Lessee and shall not be deemed to be fixtures.

8.06 Removal of Improvements. Within one hundred twenty (120) days after the expiration of this Lease (or promptly upon any early termination), Lessee shall remove any and all buildings, improvements, fixtures and equipment from the Premises, including any buildings,



improvements, fixtures and equipment on the Premises as of the date of this Lease, and shall restore the Premises to the condition of asphalt and/or concrete and in approximately level condition and free from all nuisance and dangerous and defective conditions. Removal of improvements shall be done in a manner as not to physically injure or damage the Premises, and in the event of unavoidable damage, Lessee agrees, at its own cost and expense, to restore the Premises. Should Lessee fail to remove any buildings or improvements after such one hundred twenty (120) days (or within thirty (30) days following written demand for prompt removal following early termination), title to such buildings or improvements, Section 8.05 notwithstanding, shall transfer to Lessor who shall at its option retain for itself the buildings or improvements not removed or shall remove and dispose of the buildings and improvements in a reasonable manner at the expense of Lessee. Lessee shall reimburse Lessor for such expenses within thirty (30) days of a written demand for payment. Lessee's obligations pursuant to this Section 8.06 shall survive the expiration or other termination of this Lease.

9. MAINTENANCE.

9.01 As Is Condition. Lessee represents that it has inspected and examined the Premises, that no statements or representations as to the condition or repair of the Premises have been made by Lessor, and Lessee accepts the Premises in their present condition.

9.02 Repairs. Lessee, at Lessee's sole cost and expense, shall maintain and repair the Premises and any buildings or improvements on the Premises in good and safe condition and in compliance with all applicable laws, ordinances, rules and regulations. Lessee agrees to keep the grass mowed, weeds cut and pot holes repaired. Lessor shall use its reasonable best efforts to appropriate funds to make necessary improvements and perform regular maintenance on the property owned or controlled by it to facilitate Lessee's business, but cannot guarantee or warrant that such funds will be made available. Lessee specifically waives all rights to make repairs at the expense of Lessor as provided in Section 1942 of the California Civil Code, or by any other law, statute or ordinance.

9.03 Landscaping. Lessee, at its sole cost and expense, shall surface, landscape and maintain the area of the Airport between the northern property line of the Premises and the south edge of the Airport taxi way. The materials and configuration of said landscaping and surfacing shall be subject to the approval of the Airport Manager and shall be completed within a reasonable period of time as determined by the Airport Manager.

9.04 Tie Down Surface Covering. Lessee, at its sole cost and expense, shall provide and maintain surface covering for the tie down areas of the Premises. Such surface covering shall be of sufficient quality and composition to satisfactorily prevent the raising of sand, dust and dirt from the tie down areas.

9.05 Waste or Nuisance. Lessee shall not use or allow any of its licensees or tenants to use the Premises in any manner or for any purpose that will constitute waste, nuisance, or unreasonable annoyance to other occupants of the Airport or to the owners or occupants of adjacent properties. Lessee's responsibility is limited to doing everything within its power to have its licensees and tenants adhere to the provisions of this Paragraph or to initiate eviction proceedings.

9.06 Hazardous Substances. Lessee agrees that any and all handling, transportation, storage, treatment, disposal, or use of Hazardous Substances by Lessee in or about the Premises shall strictly comply with all applicable federal, state and local environmental laws, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Clean Water Act, and the Toxic Substances Act. Hazardous Substances includes without limitation petroleum or any petroleum product, lead, asbestos, polychlorinated biphenyl, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

(a) Lessee agrees to indemnify and defend Lessor harmless from any liabilities, losses, claims, damages, penalties, fines, attorneys' fees, expert fees, court costs, remediation costs, investigation costs, or other expenses resulting from or arising out of the use, storage, treatment, transportation, release or disposal of Hazardous Substances on or about the Premises by Lessee, its officers, agents, or employees.

(b) If the presence of Hazardous Substances on the Premises caused or permitted by Lessee results in the contamination or deterioration of the Premises or any water or soil, Lessee shall promptly take all action necessary to investigate and remedy that contamination. Lessor represents that it is unaware of any contamination at the time of the execution of this Lease, based on the letter from the County of Riverside, Community Health Agency, Department of Environmental Health, dated August 25, 2003.

(c) Lessee shall not use, handle, store, transport, generate, release, or dispose of any Hazardous Substances on, under, or about the Premises, except that Lessee may use (i) small quantities of common chemicals such as adhesives, lubricants, and cleaning fluids associated with permitted uses of the Premises and (ii) other Hazardous Substances that are necessary for the permitted uses of the Premises and for which Lessor gives written consent prior to the Hazardous Substances being brought onto the Premises. At any time during the term of this Lease, Lessee shall, within ten (10) days after written request from Lessor, disclose in writing all Hazardous Substances that are being used by Lessee on the Premises, the nature of the use, and the manner of storage and disposal.

10. COMMON RIGHTS OF USE.

Lessee shall have in common with all current and future users of the Airport the use of other Airport facilities as are necessary and convenient for Lessee's operation, subject to full compliance by Lessee with all rules and regulations of Lessor pertaining to the Airport.

11. RECORDS AND ACCOUNTS.

11.01 Retention of Records. Lessee agrees to and shall keep records and reports and books of account substantially in accordance with generally accepted accounting principals to reflect accurately the gross receipts, expenditures, and net income to Lessee concerned with and related to its operations and activities on the Premises. Lessee further agrees that all of its gross receipts from every source related to said operation and activity shall be accurately recorded on its books and records and books of accounts, and that said books, records and books of account may be audited from time to time by such person or persons as Lessor designates.

11.02 Annual Report. If requested by the USACOE, Lessee agrees to and shall furnish Lessor within thirty (30) days after the end of each fiscal year a statement of all of its gross receipts, expenditures and net income concerning and related to its operation and activities on the Premises.

11.03 Inspection of Records. Lessee agrees to and shall give to Lessor and its duly authorized representatives, including a reputable independent accountant, the right of reasonable access to inspection and examination of its books, records and reports concerning and related to income from and expenditures for its operations and conduct on the Premises. Lessee further agrees that its financial books, records and accounts pertaining to its operations and activities on the premises shall be maintained intact for a period of not less than five (5) years.

11.04 Monthly Report. Lessee agrees to and shall for the term of this Lease submit to the Airport Manager of Lessor, no later than the tenth (10th) day of each and every month, a monthly report concerning certain phases of Lessee's operations on the Premises, including but not limited to an inventory of all aircraft based on the Premises and copies of insurance policies for each, a list of the number of students being trained by Lessee or its representatives, if applicable, and a list of any aircraft, new or used, which were sold by Lessee during the immediately preceding calendar month. The form and required content of said monthly operating report shall be subject to modification from time to time by Lessor after Lessor's consultation with Lessee concerning any proposed modifications.

12. INSURANCE.

12.01 Time for Compliance. Lessee shall not commence work under this Lease until it has provided evidence satisfactory to the Lessor that it has secured all insurance required under this section. In addition, Lessee shall not allow any sublessee to commence work on any sublease until it has provided evidence satisfactory to Lessor that the sublessee has secured all insurance required under this section.

12.02 Minimum Requirements. Lessee shall, at its expense, procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Lease by the Lessee, its agents, representatives, employees or sublessees. Lessee shall also require all of its sublessees to procure and maintain the same insurance for the duration of the Lease. 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 following: (1) Aviation General Liability; (2) Products Liability, Refueling Liability; (3) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (4) 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. Lessee shall maintain limits no less than: (1) Aviation Liability Insurance: \$1,000,000 per occurrence for Hangarkeepers, Premises liability, Completed Operations, bodily injury, personal injury and property damage; (2) Products liability, Refueling Liability with separate limits of \$5,000,000 which may be achieved by a combination of underlying liability policies and umbrella policies; (3) Automobile Liability: ISO Business Auto Coverage in the amount of \$2,000,000 per accident for bodily injury and property damage; and (4) 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.

12.03 Insurance Endorsements. The insurance policies shall contain the following provisions, or Lessee shall provide endorsements on forms supplied or approved by Lessor to add the following provisions to the insurance policies.

(a) General Liability. The general liability policy shall be endorsed to state that: (1) Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the work or operations performed by or on behalf of the Lessee, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Lessee's scheduled underlying coverage. Any insurance or self-insurance maintained by Lessor, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Lessee's insurance and shall not be called upon to contribute with it in any way.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) Lessor and the USACOE, their 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 Lessee or for which the Lessee is responsible; and (2) the insurance coverage shall be primary insurance as respects Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Lessee's scheduled underlying coverage. Any insurance or self-insurance maintained by Lessor, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Lessee'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 Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Lessee.

(d) All Coverages. Each insurance policy required by this Lease shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Lessor; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers.

12.04 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 Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers.

12.05 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Lessor. Lessee shall guarantee that if the deductible is not acceptable, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers; or (2) the Lease will be void.

12.06 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to Lessor.

12.07 Verification of Coverage. Lessee shall furnish Lessor and the USACOE with original certificates of insurance and endorsements effecting coverage required by this Lease on forms satisfactory to Lessor. 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 Lessor if requested. All certificates and endorsements must be received and approved by Lessor before work commences. Lessor reserves the right to require complete, certified copies of all required insurance policies, at any time.

12.08 Reporting of Claims. Lessee shall report to Lessor, in addition to Lessee's insurer, any and all insurance claims submitted by Lessee in connection with the Services under this Lease.

12.09 Review of Coverage Limits. Not more frequently than every two (2) years, if, in the reasonable opinion of Lessor's Risk Manager, the amount of the insurance policies provided for in this Article is not reasonably adequate, Lessee shall increase the insurance coverage as recommended by Lessor's Risk Manager. Lessor will use its reasonable best efforts to implement the insurance provisions in this Lease in its other Airport Leases.

12.10 Failure to Maintain Insurance. If Lessee at anytime during the term of this lease shall fail to secure or maintain the foregoing insurance, Lessor shall be permitted to obtain such insurance in Lessor's name or as the agent of Lessee. Any amount so paid by Lessor as insurance premiums shall become immediately due and payable as rent by Lessee to Lessor, together with interest on such paid insurance premiums at the rate of seven percent (7%) per annum computed from the date written notice is received that the premiums have been paid.

13. INDEMNITY.

13.01 General. This Lease is made on the express condition that Lessor and the USACOE are to be free from all liability or loss by reason of injury to any person or property, from whatever cause, while in or on the Premises, or in any way connected with the Premises or with the improvements or personal property therein or thereon, including any liability for injury to the person or property of Lessee, its agents, officers, and employees, except where prohibited by law.

13.02 Hold Harmless. Lessee hereby agrees to and shall indemnify, defend and hold harmless Lessor and the USACOE, their officers, employees, agents and volunteers from any



and all claims, actions, damages, liability, losses, costs, or obligations on account of, or arising out of, this Lease from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Lessor and the USACOE on any claim therefore, except where such indemnification is prohibited by law.

13.03 Flood Control. Lessee specifically agrees to hold Lessor and the USACOE, their officers, employees, agents and volunteers harmless from any and all claims or rights of action for damages which may or might arise or accrue to Lessee, its officers, members, agents, servants, employees, or others who may be on the Premises at Lessee's invitation or the invitation of any one of them, by reason of injuries to the property or the person of any of them resulting from the reasonable entry upon or the use of the Premises by Lessor and the USACOE, or any of them, at any time, for any purpose necessary or convenient in connection with river and flood control work, or for the removal of timber required or necessary for such work, or by reason of the flooding of the Premises, or any part thereof, when in the judgment of any of them such flooding is necessary in connection with flood control work. Lessee acknowledges the Premises are in a flood plain and can flood at any time, and releases Lessor and the USACOE, their officers, employees, agents and volunteers of any and all liability, claims or damages caused by flooding.

13.04 Liabilities for Injuries to a Person or Property. Lessee agrees and covenants to indemnify, defend and hold harmless Lessor and the USACOE from any and all claims or causes of action by Lessee or its officers, agents, employees, permittees, invitees, or guests for any damage caused to their persons or property caused by or resulting from: (a) fire, smoke, steam, electricity, gas, water, rain, snow, or ice which may leak or flow from or into any part of the Premises, (b) breakage, leakage, obstruction or other defects of the pipes, wires, appliances, tanks, plumbing, lighting fixtures or drainage, heating, ventilation and air conditioning systems of or serving the Premises, (c) storms, earthquakes, floods, or other Acts of God, (d) vandalism, riots, civil commotion or malicious mischief. Nor shall Lessor or the USACOE be liable for any

injury to property of Lessee, its officers, agents, employees, permittees, sublessees or invitees by reason of the occupation and enjoyment of the Premises by Lessee, except where such indemnification is prohibited by law.

14. ASSIGNMENT AND SUBLETTING.

14.01 Assignment, Mortgage or Sublease. Lessee shall not voluntarily assign, mortgage, sublet or encumber all or any part of the Premises, or allow any other person or entity (except Lessee's authorized representatives) to occupy or use all or any part of the Premises. Lessee shall not assign, hypothecate, mortgage or pledge this Lease except as provided herein, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any assignment, encumbrance or sublease without Lessor's prior written consent shall be voidable and, at Lessor's election, shall constitute a default. A consent to one assignment, subletting, occupation, or use by another person or entity shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person or entity.

14.02 License Agreements. Lessee shall be entitled to enter into individual license agreements with private aircraft owners for parking, storing or tying down of aircraft; provided, such agreements shall be in writing.

14.03 Construction. Lessee is authorized to encumber its leasehold incidental to construction of improvements on the Premises subject to prior written notice to Lessor. If a sale or foreclosure under an approved encumbrance occurs, or if the lender acquires the property by assignment in lieu of foreclosure, said purchaser or assignee, as successor-in-interest to Lessee, shall be bound by the terms of this Lease and shall assume all the obligations of Lessee hereunder.

14.04 Subletting. In the event Lessor gives written consent and approval to any subletting, the transferee(s) and assignee(s) shall, in writing, assume all obligations of this Lease and agree to be bound by all terms of the Lease without in any way limiting, releasing, or

discharging the original Lessee from any liability under any provision of this Lease on account of such transfer or assignment.

14.05 Assignment. In the event Lessor gives written consent and approval to any transfer or assignment, the transferee(s) and assignee(s) shall, in writing, assume all obligations of this Lease and agree to be bound by all terms of the Lease without in any way limiting, releasing, or discharging the original Lessee from any liability under any provision of this Lease preexisting or arising out of and incidental to such transfer or assignment. In other words, with the exception of any liability preexisting or arising out of and incidental to such transfer or assignment by Lessee, Lessee shall not remain obligated or otherwise liable under the Lease.

14.06 Written Instrument. No subletting of any interest, or of any portion of the Premises, or any transfer or assignment of any sublease hereunder, whether voluntary or involuntary, by operation of law or otherwise, shall be valid unless the same is accomplished by written instrument, wherein the sublessee and/or assignee of the sublease shall expressly agree that said sublease and/or assignment is subject and subordinate thereto, and said sublessee and/or assignee of said sublease shall expressly agree to be governed thereby.

14.07 Assignment of Rent. Lessee immediately and irrevocably assigns to Lessor, as security for Lessee's obligations under this Lease, all rent from any subletting of all or a part of the Premises as permitted by this Lease, and Lessor, as assignee and as attorney-in-fact for Lessee, or a receiver for Lessee appointed on Lessor's application, may collect such rent and apply it toward Lessee's obligations under this Lease; except that, until the occurrence of an act of default by Lessee, Lessee shall have the right to collect such rent.

14.08 Shop Facilities. Lessor hereby agrees the Lessee shall have the right, subject to the conditions enumerated herein including the requirement of Lessor's prior written consent, to sublease or rent for shop facilities not more than fifteen percent (15%) of the total hangar space constructed on the Premises, said facilities to be used solely for providing services for the customary aviation business operations of Lessee and to be constructed, installed and used in

conformity and in compliance with all laws, ordinances, rules and regulations of any duly authorized governmental body relating directly or indirectly to such construction, installation and use. The term "hangar space," for purposes of such fifteen percent (15%) calculation, shall not include office or building space other than hangar space, and also shall not include the office or storage area at each end of the nested "T" hangar building.

15. CANCELLATION OF LEASE.

15.01 Cancellation by Lessor. It is understood and agreed by the parties hereto that Lessor shall and hereby does reserve the right to cancel or terminate this Lease at any time should it be reasonably determined by the City Council of Lessor that the public necessity and convenience require it to do so, by serving upon Lessee, in the manner hereinafter provided, a written notice of its election to cancel and terminate, which notice shall be served at least one hundred eighty (180) days prior to the date stated in said notice of cancellation or termination. In the event such termination is effected pursuant to this Section 15.01, Lessee or its assigns shall be entitled to such damages, if any, arising therefrom, as may be mutually agreed upon by the parties hereto, or in the event mutual agreement is not possible, such dispute shall be resolved in an action filed and maintained in the superior court in Riverside County; provided, however, that representatives of each party, who have reasonable settlement authority, shall first engage in non-binding mediation. The parties may also consider non-binding or binding arbitration upon the mutual agreement of the parties.

15.02 Cancellation by Lessee. It is understood and agreed by the parties hereto that Lessee shall have, and is hereby given, the right to cancel or terminate this Lease, upon thirty (30) days' advance notice in writing to Lessor, in the event that during the term of this Lease Lessee is prohibited by statute, ordinance, administrative rule or regulation, as any statute, ordinance, rule or regulation now exists or may hereafter provide, from conducting on the Premises the business for which the Premises are leased as hereinbefore provided.

15.03 No Further Objections. It is understood and agreed by the parties hereto that upon the effective date of a cancellation or termination of this Lease as provided in this Article, they shall be under no further obligation or liability to each other by reason of this Lease; provided, however, that Lessee shall be liable to Lessor for the breach of any term, covenant or condition of this Lease occurring prior to the date of Lessee's surrender of the Premises as herein provided. In addition, Lessee shall be required to comply with Section 8.06 regarding the condition of the Premises following early termination of this Lease.

16. DEFAULT.

16.01 Events of Default. Each of the following events shall be a breach of this Lease by Lessee and Lessee shall be in default hereunder, entitling Lessor to terminate and end this Lease, if said breach shall continue for a period of thirty (30) days after Lessor serves upon Lessee written notice of default if it is curable within such thirty (30) days, or if Lessee fails to institute and diligently pursue reasonable corrective or ameliorative acts for defaults not reasonably curable within such thirty (30) days:

(a) Failure or refusal to pay when due any installment of rent, or any Aircraft Fee, utility charge, tax, assessment, insurance premium, lien, claim, charge or demand provided in this Lease to be paid.

(b) Abandonment or surrender of the Premises or the Lease. In such event, Lessor may, subject to the rights of third parties therein, take possession of any personal property left on the Premises and dispose of the same at the election of Lessor at the time and in the manner provided by law.

(c) The failure to commence or complete construction of any improvement on the Premises within the time and manner specified in this Lease.

(d) The failure to use, maintain and operate the Premises as required in this Lease.

(e) The failure to perform any other covenant, condition, or term of this Lease herein provided to be kept or performed by Lessee.

(f) The appointment of a receiver to take possession of the Premises or improvements or of Lessee's interest in the leasehold estate or of Lessee's operations on the Premises for any reason, including but not limited to assignment for the benefit of creditors or voluntary or involuntary bankruptcy proceedings; excluding, however, receivership (1) pursuant to administration of the estate of any deceased or incompetent Lessee or (2) pursuant to any mortgage permitted by the provisions of this Lease relating to purchase or construction of improvements.

(g) An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee as bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or for reorganization, dissolution or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated or otherwise permanently stayed or terminated within forty-five (45) days after the assignment, filing or other initial event.

16.02 Lessor's Remedies. In case of default by Lessee (as defined in Section 16.01, i.e., breach continues for a period of thirty (30) days after Lessor serves upon Lessee written notice of default if it is curable within such thirty (30) days, or if Lessee fails to institute and diligently pursue reasonable corrective or ameliorative acts for defaults not reasonably curable within such thirty (30) days), Lessor has the following remedies in addition to all of the rights and remedies provided by law or equity to which Lessor may resort cumulatively or in the alternative, and no one right or remedy shall be exclusive of the other; provided, however, that representatives of each party, who have reasonable settlement authority, shall first engage in non-binding mediation. The parties may also consider non-binding or binding arbitration upon the mutual agreement of the parties:

(a) Lessor may at Lessor's election, upon thirty (30) days' prior written notice to Lessee, declare this Lease and all and any rights created by it to be terminated. Upon such termination, Lessor may, without further notice, demand or legal process, reenter and take possession of the Premises and all improvements thereon (if any) and remove therefrom Lessee and all persons claiming under Lessee, and Lessee and all such persons shall quit and surrender possession of the Premises and all improvements thereon (if any) to Lessor. Lessee may remove its improvements per Section 8.06.

Lessor may thereupon re-lease the Premises for and on account of Lessee on such terms, conditions and rents as Lessor may deem appropriate and apply all sums collected thereby, less the expense of such reletting, including broker's and agent's expenses and the expense of collecting rent, upon the rent to be paid by Lessee. Lessee does hereby agree to pay monthly to Lessor the difference between the monthly rental so procured, and the amount of the rental hereunder provided.

In the event Lessor shall relet the Premises for a term equal to or in excess of the unexpired term of this Lease, Lessee does hereby agree to pay to Lessor the difference between the amount agreed to be paid for the unexpired portion of the term, and the rental agreed to be paid for the unexpired portion of the term by the new Tenant, less all costs and expenses as herein provided.

(b) Lessor shall be entitled at Lessor's election to damages in the following sums:

(1) The worth at the time of award of the unpaid rent which had been earned at the time of termination;

(2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided;



(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Lessee proves could be reasonably avoided;

(4) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom;

(5) The "worth at the time of award" of the amounts referred to in Subsections (1) and (2) above is computed by allowing interest at the rate of seven percent (7%) per annum. The worth at the time of award of the amount referred to in Subsection (3) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(c) At Lessor's election, Lessor can continue this Lease in effect for so long as it does not terminate Lessee's right to possession, provided that it has given no notice of termination. In such case, Lessor may enforce all its rights and duties under this Lease, including but not limited to the right to recover rent as it becomes due.

16.03 Effects of Termination. A termination of this Lease shall not relieve Lessee from the payment of any sum or sums that shall be then due and payable to Lessor hereunder or any claim for damages against Lessee arising from this Lease. Any such termination shall not prevent Lessor from enforcing the payment of any such sum or sums or claim for damages by any remedy provided by law or from recovering damages from Lessee for a default hereunder.

16.04 Lessor's Default. Lessor shall not be considered to be in default under this Lease unless (a) Lessor is given notice specifying the default and (b) Lessor has failed for thirty (30) days to cure the default, if it is curable within such thirty (30) days, or if Lessee fails to institute and diligently pursue reasonable corrective or ameliorative acts for defaults not reasonably curable within such thirty (30) days. Lessee shall have the right of termination for Lessor's default only after notice to and consent by all mortgagees under mortgages then existing under



provisions of this Lease relating to purchase or construction of improvements. Lessee waives the protections of Sections 1932 and 1933 of the California Civil Code.

16.05 Waiver. No waiver of any default hereunder shall constitute a waiver of any other breach or default, whether of the same term or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by another party shall give the other any contractual right by custom, estoppel or otherwise. The subsequent acceptance of rent or fees, or both pursuant to this Lease shall not constitute a waiver of any preceding default by Lessee other than default in the payment of the particular rental payment so accepted, regardless of Lessor's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after termination constitute a reinstatement, extension or renewal of the Lease or revocation of any notice or any other act by Lessor.

17. ATTORNEY'S FEES.

In the event that either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this Lease, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, expert witness fees and reasonable attorney's fees to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if any.

18. GENERAL PROVISIONS.

18.01 Provide Access. Lessee shall allow access to the Premises by authorized representatives of Lessor, the City of Corona and the USACOE in all cases of emergency and during all normal business hours for the purpose of examination or inspection of the Premises, without requirement of prior notice.

18.02 Time of Essence. Time is hereby expressly declared to be of the essence of this Lease, and all of the covenants and agreements herein made and of the obligations agreed to be

performed by the Lessee, are conditions precedent to be fulfilled and faithfully performed and observed by the Lessee to entitle it to continue in the possession of the Premises.

18.03 Lessor - Lessee Relationship. It is expressly understood and agreed that by entering into this Lease, Lessor does not, in any way nor for any purpose, become a partner of Lessee or a joint venturer with Lessee.

18.04 Equal Opportunity. Neither Lessee, nor any of its agents shall discriminate against any employee or applicant for employment because of race, religion, color or national origin. Lessee shall not discriminate because of race, religion, color or national origin against any person by refusing to furnish such person any accommodations, facility, service or privilege offered to or enjoyed by the general public. Nor shall Lessee, or any of its agents, publicize the accommodations, facilities, services or privileges provided on the Premises in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, color or national origin.

18.05 Notices. Any notices which are required hereunder, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and either personally served or sent by registered or certified mail.

(a) Notices and demands to Lessor shall be addressed as follows:

City of Corona  
400 South Vicentia Avenue  
Corona, California 92882-3238  
Attn: Airport Manager

(b) Notices and demands to Lessee shall be addressed as follows:

Corona Executive Hangars  
Steven R. Rosko  
P.O. Box 1443  
Newport Beach, California 92659

(c) Any such notice or demand shall be deemed served at the time of delivery if delivered in person or on the business day following deposit thereof in the U.S. Mail where sent by registered or certified mail.

18.06 Faithful Performance. Lessor has executed this Lease on the terms, covenants and agreements specified and set forth in this Lease and not otherwise, and Lessor and Lessee covenant and agree faithfully to keep and perform each and every covenant of this Lease, and the true and faithful performance of each and every term, covenant and agreement is hereby declared to be a condition of the term hereof.

18.07 Binding Effect. This Agreement of Lease, its terms, conditions, covenants and agreements shall inure to the benefit of and be binding upon the successors and assigns of Lessor and upon the heirs, successors, administrators, executors and/or assigns of Lessee, and all of the provisions hereof shall be deemed covenants running with the Premises.

18.08 National Emergency. In the event a national emergency is declared by the President of the United States and, as a result thereof, private aircraft flights are restricted, Lessee may utilize the private aircraft hangars on the Premises for purposes other than storing and parking private aircraft, subject to said purposes complying with all applicable laws, ordinances and regulations of any duly constituted governmental body, agency, board or department.

18.09 Entire Agreement. This Lease contains the entire agreement between the parties relating hereto and specifically supersedes that certain Corona Municipal Airport Lease between the City of Corona and Aer-O-West Aviation, Inc., said instrument being subsequently assigned to Steven R. Rosko by that certain Consent to Assignment between the City of Corona and Steven R. Rosko for Parcel IV at the Corona Municipal Airport dated November 15, 2000. All prior negotiations or stipulations concerning its matter which preceded or accompanied the execution of this Lease are collectively and conclusively deemed to be superseded hereby;

provided, however, that this Lease may in the future be altered by written agreement of the parties or by an executed oral agreement, and not otherwise.

18.10 Excuse of Performance. If either party shall be delayed or prevented from the performance of any act required by this Lease, including the payment of rent, by reason of acts of God, strikes, walkouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, civil disobedience or riot, labor disputes or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such acts shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, further, Lessor may in its discretion waive the payment of any rent required of Lessee during such period. Any such waiver shall not be construed to be a waiver of any succeeding or preceding breach in the payment of rentals.

18.11 Compliance with All Laws. Lessee covenants and agrees that all operations and enterprises conducted on the Premises shall comply with all laws, ordinances, rules and regulations of the federal government, State of California, County of Riverside, City of Corona, and any other duly constituted governmental body, including the Corona Municipal Airport administration, pertaining directly or indirectly to the operations and activities conducted on the Premises. Lessee shall not knowingly commit or allow any violation of law on the Premises.

18.12 Subordinate to Master Lease Agreement. The provisions, conditions and terms of this Lease and of any written sublease of the Premises and/or of an assignment, hypothecation, pledge, mortgage or any transfer of this Lease shall be subject to all terms, conditions and provisions of any executed agreement and/or lease between Lessor and the USACOE concerning the Premises described herein, including but not limited to the following Leases and Agreements, as executed:

Lease DACW09-1-67-60 dated May 26, 1967, and all supplemental agreements thereto.

Lessor shall promptly notify Lessee of receipt by Lessor of any notice or correspondence from the USACOE that affects or may affect the continuation, duration or extension of the Master Lease Agreement.

18.13 Approval by USACOE. This Amended Lease shall not be effective until its terms and conditions have been approved by the District Engineer of the USACOE.

18.14 Severability. If any provision of this Lease shall be declared invalid or unenforceable, the remainder invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

18.15 Headings. Article and section headings are for convenience only and shall have no effect in the construction of interpretation of any provision herein.

(Signatures follow on next page)

IN WITNESS WHEREOF, the said Lessor and Lessee have executed this LEASE AGREEMENT BETWEEN THE CITY OF CORONA AND CORONA EXECUTIVE HANGARS FOR PARCEL IV AT THE CORONA MUNICIPAL AIRPORT.

CITY OF CORONA, a California municipal corporation

By: [Signature]

Name: Brad Robbins

Title: City Manager

Date: 8-18-11

CORONA EXECUTIVE HANGARS, a California corporation

By: [Signature]

Name: Steven R. Rosko

Title: Owner/President

Date: 8-8-11

By: [Signature]

Name: STEVEN R. ROSKO

Title: SECRETARY

Date: 8-8-11

ATTEST:

[Signature]  
City Clerk of the City of Corona

Approved as to Form:

By: [Signature]  
Dean Derleth  
City Attorney

ATTEST:

\_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF Riverside

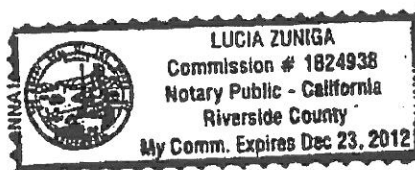
On 8.8.11 before me, Lucia Zuniga (here insert name and title of the officer), personally appeared Steven ROSKID, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed 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

Lucia Zuniga  
Notary Public



(Seal)

1. The first part of the report is a general introduction to the subject of the study. It discusses the importance of the study and the objectives of the research. It also provides a brief overview of the methodology used in the study.

2. The second part of the report is a detailed description of the study area. It includes information about the location of the study area, the population of the study area, and the characteristics of the study area.

3. The third part of the report is a description of the data collection process. It includes information about the sources of data, the methods used to collect data, and the procedures used to ensure the quality of the data.

4. The fourth part of the report is a description of the data analysis process. It includes information about the statistical methods used to analyze the data, the results of the analysis, and the conclusions drawn from the analysis.



**EXHIBIT "B"**

**LEASE AGREEMENT BETWEEN THE CITY OF CORONA  
AND CORONA EXECUTIVE HANGARS FOR PARCEL V  
AT THE CORONA MUNICIPAL AIRPORT**

**[SEE ATTACHED FORTY-TWO (42) PAGES]**

**LEASE AGREEMENT BETWEEN THE CITY OF CORONA  
AND CORONA EXECUTIVE HANGARS FOR PARCEL V  
AT THE CORONA MUNICIPAL AIRPORT**

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**LEASE AGREEMENT BETWEEN THE CITY OF CORONA  
AND CORONA EXECUTIVE HANGARS FOR PARCEL V  
AT THE CORONA MUNICIPAL AIRPORT**

This Lease ("Lease"), dated for reference purposes as of August 17, 2011, is entered into by and between the CITY OF CORONA, a California municipal corporation ("Lessor"), and CORONA EXECUTIVE HANGARS, a California corporation ("Lessee").

**RECITALS**

1. Lessor operates the Corona Municipal Airport ("Airport") on property Lessor leases from the United States Army Corps of Engineers ("USACOE") pursuant to Lease No. DACW 09-1-67-60, dated May 26, 1967, and all supplemental agreements thereto.

2. Lessee desires to lease Parcel V at the Airport for parking, storing, and/or tying down of airplanes and other proper and lawful purposes incidental thereto. Lessee also desires for this Lease to supersede that leasehold interest assigned to it (Lease Agreement between the City of Corona and Steven R. Rosko for Parcel V at the Corona Municipal Airport dated November 15, 2000), as provided for in Section 18.09 herein.

**LEASE**

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereby agree as follows:

1. **LEASE OF PREMISES.**

1.01 **Master Lease Agreement.** Lessor represents to Lessee (a) that it has a possessory interest in the parcels described in Section 1.02 below ("Premises") and (b) that it has the full power and authority to lease the Premises to Lessee subject to the terms and conditions of the lease between Lessor and the USACOE, more particularly described as Lease No. DACW09-1-67-60, dated May 26, 1967, and all supplemental agreements thereto ("Master Lease Agreement") and subject to approval of the Lease by the USACOE.

1.02 Premises. Lessor, in consideration of the covenants and conditions herein set forth, hereby leases to Lessee, and Lessee leases from Lessor, in the condition existing at the inception of this Lease, the following described property, referred to in this Lease as the "Premises":

PARCEL V

That portion of Lot 4 of the portion of Rancho La Sierra Yorba allotted to the Prudencia Yorba Estate, in the County of Riverside, State of California, as shown on map recorded in Book 2, Page 21 of Maps, Records of said County, described as follows:

Beginning at the most northeasterly corner of Lot 24, Block 69, Book 2, Page 3 of Maps, San Bernardino County, California, said point being the West boundary line of Smith Avenue and the South boundary line of the abandoned Atchison, Topeka and Santa Fe Railway right of way; thence on a circular curve with a radius of 5,679.65 feet and a central angle of 09° 15' 28" concave to the South and on the Atchison, Topeka and Santa Fe right of way line, with a length of 917.71 feet, to a point of tangency; thence North 86° 03' 03" West, a distance of 1,165.98 feet; thence North 03° 56' 57" East, a distance of 100 feet, said point being on the North boundary line of the Atchison, Topeka and Santa Fe Railway right of way; thence North 03° 56' 57" East, a distance of 202.22 feet; thence North 46° 31' 03" West, a distance of 241.23 feet; thence North 86° 04' 18" West, a distance of 2,429.46 feet to the true point of beginning; thence North 86° 04' 18" West, a distance of 415.00 feet; thence North 03° 55' 42" East, a distance of 372.98 feet; thence South 89° 04' 18" East, a distance of 415.57 feet; thence South 03° 55' 42" West, a distance of 394.73 feet to the true point of beginning, containing 3.66 acres.

It is further understood and agreed by the parties hereto that a permanent easement be granted, for construction, maintenance, operation, repair, alteration, replacement, or removal of facilities now or hereafter to be located, across said land.



2. TERM.

2.01 Initial Term. The initial term of this Lease shall commence on the later of (a) the date the Lease is signed by Lessor or (b) the date it is approved by the USACOE and shall continue thereafter for a period until January 31, 2017 ("Initial Term").

2.02 First Additional Term. Provided that Lessee is not then in default under this Lease, the term of this Lease will be automatically extended for one additional term of twenty (20) years until January 31, 2037 ("First Additional Term"), unless Lessee provides Lessor written notice of non-renewal not more than one hundred (100) days nor less than thirty (30) days before the expiration of the Initial Term on January 31, 2017; provided, however, that this Lease, including the First Additional Term, shall under no circumstances extend beyond the termination or expiration date of the Master Lease Agreement between Lessor and the USACOE. If the Master Lease Agreement is terminated or expires for any reason, this Lease shall automatically terminate and Lessor shall not be liable to Lessee for any damages, including but not limited to, loss of rents, loss of business or loss of capital investment incurred as a result of the early termination of this Lease pursuant to this Section; provided, however, that Lessor may, but will not necessarily be, liable to Lessee for damages if the Lease is terminated by Lessor for no reason, or due to Lessor's negligence or willful misconduct.

2.03 Second Additional Term. Provided that Lessee is not then in default under this Lease, the term of this Lease may be extended, at the sole and absolute discretion of Lessor, for an additional term of ten (10) years until January 31, 2047 ("Second Additional Term"), unless Lessee provides Lessor written notice of non-renewal not more than one hundred (100) days nor less than thirty (30) days before January 31, 2037; provided, however, that this Lease, including the Second Additional Term, shall under no circumstances extend beyond the termination or expiration date of the Master Lease Agreement between Lessor and the USACOE. If the Master

Lease Agreement is terminated or expires for any reason, this Lease shall automatically terminate and Lessor shall not be liable to Lessee for any damages, including but not limited to, loss of rents, loss of business or loss of capital investment incurred as a result of the early termination of this Lease pursuant to this Section; provided, however, that Lessor may, but will not necessarily be, liable to Lessee for damages if the Lease is terminated by Lessor for no reason, or due to Lessor's negligence or willful misconduct.

2.04 Third Additional Term. Provided that Lessee is not then in default under this Lease, at the sole and absolute discretion of Lessor, the term of this Lease may be extended for an additional term of ten (10) years until January 31, 2057 ("Third Additional Term"), unless Lessee provides Lessor written notice of non-renewal not more than one hundred (100) days nor less than thirty (30) days before January 31, 2047; provided, however, that this Lease, including the Third Additional Term, shall under no circumstances extend beyond the termination or expiration date of the Master Lease Agreement between Lessor and the USACOE. If the Master Lease Agreement is terminated or expires for any reason, this Lease shall automatically terminate and Lessor shall not be liable to Lessee for any damages, including but not limited to, loss of rents, loss of business or loss of capital investment incurred as a result of the early termination of this Lease pursuant to this Section; provided, however, that Lessor may, but will not necessarily be, liable to Lessee for damages if the Lease is terminated by Lessor for no reason, or due to Lessor's negligence or willful misconduct.

2.05 Holding Over. If, after the expiration or termination of the term of this Lease, Lessee shall hold over and remain in possession of the Premises with the written consent of Lessor, this Lease shall be extended on a month-to-month basis only, subject to all the provisions of this Lease, including that the rent shall be revised as set forth in Section 3.03. In addition,

Lessor shall have the option, at the beginning of the hold over tenancy, to revise the amount of the Monthly Basic Rent to reflect the fair market rental rate, in accordance with the process provided for in Sections 3.05 through 3.08.

2.06 Lease of Additional Property. Lessee shall have the option, during the term of this Lease, to lease additional acreage of Airport property adjacent or in close proximity to the Premises under the same terms and conditions of this Lease, but at a rental to be determined by Lessor, when and if Lessor obtains additional acreage for Airport and such acreage is available for leasing.

3. RENT.

3.01 Monthly Basic Rent. Beginning on the commencement date and thereafter throughout the term of this Lease, Lessee shall pay to Lessor, in advance on the tenth (10th) day of each and every calendar month and without demand, deduction, offset, or abatement, monthly rent ("Monthly Basic Rent") as specified in this Lease. The initial Monthly Basic Rent will be THREE THOUSAND EIGHTY-FIVE DOLLARS AND EIGHTY-FIVE CENTS (\$3,085.85) per month, and shall be adjusted as provided in Sections 3.03 through 3.08. Monthly Basic Rent for any partial calendar month shall be prorated appropriately, and for a partial calendar month at the beginning of the term, such partial month's Monthly Basic Rent shall be paid to Lessor on the first day of the first full calendar month following the Commencement Date.

3.02 Place of Payment. Monthly Basic Rent shall be made payable to the City of Corona and shall be paid at the Office of Parks and Community Services, City of Corona, Civic Center, 400 South Vicentia Avenue, Corona, California or at such other address as provided by Lessor pursuant to Section 19.05.

3.03 Annual Increase. The Monthly Basic Rent shall be adjusted upward or downward, effective January 1st of each year (the "Adjustment Date"), except in those years

when the Monthly Basic Rent is adjusted pursuant to Section 3.05, 3.06, 3.07 or 3.08, in an amount equal to the percentage increase or decrease, if any, in the United States Bureau of Labor Statistics Consumer Price Index, Los Angeles-Riverside-Orange County, All Urban Consumers ("Index"), using the preceding twelve (12) month period published for the month of August; provided, however, that the Monthly Basic Rent shall not be decreased below the minimum of \$2,215.77.

3.04 Discontinuation of Index. If publication of the Index is discontinued, the parties shall agree on comparable statistics on the cost of living for the City of Los Angeles as may be published by an agency of the United States or any recognized financial authority. In the event comparable statistics are used, the method of computing the adjusted Monthly Basic Rent shall be revised to carry out the intent herein.

3.05 2017 Revised Monthly Basic Rent. Effective on January 1, 2017, Lessor shall, at the option of Lessor, revise the amount of the Monthly Basic Rent to reflect the fair market rental rate. Lessor shall meet and confer in good faith with Lessee concerning the amount of such revision in accordance with Section 3.09. Such revision shall be determined by the consideration of land value only and shall not, in any manner, be based on the value of Lessee's improvements.

The Monthly Basic Rent revised in accordance with this Section 3.05 ("Revised Monthly Basic Rent") shall, at the option of Lessor, replace the Monthly Basic Rent set forth in Section 3.01, and beginning January 1, 2018 shall be subject to adjustment as set forth in Section 3.03. In subsequent years, the Revised Monthly Basic Rent shall not be decreased below the amount established by Lessor as the Revised Monthly Basic Rent in accordance with this Section 3.05.

3.06 2027 Revised Monthly Basic Rent. Effective on January 1, 2027, Lessor shall, at the option of Lessor, revise the amount of the Monthly Basic Rent to reflect the fair market rental

rate. Lessor shall meet and confer in good faith with Lessee concerning the amount of such revision in accordance with Section 3.09. Such revision shall be determined by the consideration of land value only and shall not, in any manner, be based on the value of Lessee's improvements.

The Monthly Basic Rent revised in accordance with this Section 3.06 ("Revised Monthly Basic Rent") shall, at the option of Lessor, replace the Monthly Basic Rent set forth in Sections 3.01 and 3.05, and beginning January 1, 2028 shall be subject to adjustment as set forth in Section 3.03. In subsequent years, the Revised Monthly Basic Rent shall not be decreased below the amount established by Lessor as the Revised Monthly Basic Rent in accordance with this Section 3.06.

3.07 2037 Revised Monthly Basic Rent. Effective on January 1, 2037, Lessor shall, at the option of Lessor, revise the amount of the Monthly Basic Rent to reflect the fair market rental rate. Lessor shall meet and confer in good faith with Lessee concerning the amount of such revision in accordance with Section 3.09. Such revision shall be determined by the consideration of land value only and shall not, in any manner, be based on the value of Lessee's improvements.

The Monthly Basic Rent revised in accordance with this Section 3.07 ("Revised Monthly Basic Rent") shall, at the option of Lessor, replace the Monthly Basic Rent set forth in Section 3.01, 3.05 and 3.06, and beginning January 1, 2038 shall be subject to adjustment as set forth in Section 3.03. In subsequent years, the Revised Monthly Basic Rent shall not be decreased below the amount established by Lessor as the Revised Monthly Basic Rent in accordance with this Section 3.07.

3.08 2047 Revised Monthly Basic Rent. Effective on January 1, 2047, Lessor shall, at the option of Lessor, revise the amount of the Monthly Basic Rent to reflect the fair market rental rate. Lessor shall meet and confer in good faith with Lessee concerning the amount of such

revision in accordance with Section 3.09. Such revision shall be determined by the consideration of land value only and shall not, in any manner, be based on the value of Lessee's improvements.

The Monthly Basic Rent revised in accordance with this Section 3.08 ("Revised Monthly Basic Rent") shall, at the option of Lessor, replace the Monthly Basic Rent set forth in Section 3.01, 3.05, 3.06 and 3.07, and beginning January 1, 2048 shall be subject to adjustment as set forth in Section 3.03. In subsequent years, the Revised Monthly Basic Rent shall not be decreased below the amount established by Lessor as the Revised Monthly Basic Rent in accordance with this Section 3.08.

3.09 Cancellation. In July of the calendar year preceding the effective dates specified in Sections 3.05, 3.06, 3.07 and 3.08, Lessee shall notify Lessor of the need to confer regarding the Revised Monthly Basic Rent pursuant to such Sections. If the parties are unable to agree upon a Revised Monthly Basic Rent, either party shall be entitled to cancel this Lease by providing written notice of its election to cancel and terminate this Lease, which notice shall be served no later than November 1 of the calendar year preceding the effective date specified in Sections 3.05, 3.06, 3.07 and 3.08, and shall be effective January 1 of the following calendar year; provided, however, that representatives of each party, who have reasonable settlement authority, shall first engage in non-binding mediation. The parties may also consider non-binding or binding arbitration upon the mutual agreement of the parties.

4. AIRCRAFT FEE.

4.01 Amount of Aircraft Fee. Lessee shall pay to Lessor without abatement, deduction, or offset, on the tenth (10th) day of each month, an "Aircraft Fee" which is the greater of the following:

(a) Six and No/100 Dollars (\$6.00) per month per aircraft for each aircraft stored, parked or tied down on the Premises on the date the monthly operating report is required

to be submitted to Lessor; provided, however, that if the number of outside tie downs is five (5) or fewer, this amount shall be Nine and No/100 (\$9.00) per month per aircraft for each aircraft stored, parked or tied down on the Premises on the date the monthly operating report is required to be submitted to Lessor. This amount shall be adjusted upward or downward, effective January 1st of each year, beginning January 1, 2012, in an amount equal to the percentage increase or decrease in the Index, using the preceding twelve (12) month period published for the month of August; provided however, that this amount shall not be decreased below applicable minimums of Six and No/100 Dollars (\$6.00) or Nine and No/100 (\$9.00), as provided for above. Lessor will use its reasonable best efforts to include the same index increase or decrease in all Airport leases entered into or renegotiated hereafter between Lessor and other leaseholders.

(b) Twenty percent (20%) of the multiple of the total number of aircraft stored, parked or tied down on the Premises on the date the monthly operation report is required to be submitted to Lessor times the highest monthly outside tie down charge charged by Lessee for the tying down of aircraft. The Aircraft Fee has no relation to the rental charged by Lessee for storage or parking of aircraft in hangars; rather, it is computed solely on the basis of the highest outside tie down fee charged by the Lessee, applied to all aircraft parked, tied down or stored on the Premises.

4.02 Application to Lessee's Aircraft. The Aircraft Fee shall not apply to any aircraft owned or leased by Lessee.

4.03 Initial or Up-Front Fee. Lessor shall not be entitled to a percentage of any initial or up-front fee charged by Lessee to persons or entities who intend to store aircraft in hangars to be constructed by Lessee on the Premises; provided, however, that in no event shall this initial or up-front fee result in any reduction, adjustment or waiver, in whole or in part, of the fee on



which Lessee's Aircraft Fee is based pursuant to Section 4.01(b). The amount of any initial or up-front fee must be approved by Lessor and the USACOE.

5. INTEREST AND TAXES.

5.01 Interest. Any required payment of rent and Aircraft Fees that are not paid to Lessor within the timeframes set forth in Sections 3.01 and 4.01 shall commence to bear interest at the rate of ten percent (10%) per annum from the date due until fully paid. Neither the accrual nor Lessee's payment of interest shall be deemed to cure any default by Lessee under this Lease.

5.02 Tax Liability. Lessee shall pay before delinquency any and all property taxes, assessments, fees, or charges, including but not limited to possessory interest taxes, which may be levied or assessed upon any personal property, improvements or fixtures installed or belonging to Lessee and located on the Premises. Lessee shall also pay all license or permit fees necessary or required by law for the conduct of its operation and/or levied in accordance with Section 107 of the California Revenue and Taxation Code. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee shall provide an annual list of all aircraft hangars and/or tie down on the Premises and any additional information needed by Riverside County for tax purposes.

5.03 Tax Contest. Lessee may contest the legal validity or amount of any taxes, assessments, or charges for which Lessee is responsible under this Lease and may institute such proceedings as Lessee considers necessary. If Lessee contests any such tax, assessments or charges, Lessee may withhold or defer payment or pay under protest, but shall protect Lessor and the Premises from any lien by adequate surety bond or other appropriate security.

5.04 Payment by Lessor for Lessee. Should Lessee fail to pay such taxes, assessments, or charges, Lessor may, at its option, pay such taxes, assessments, or charges together with all



penalties and interest which may have been added thereto by reason of Lessee's delinquency or default, and may likewise redeem the Premises, or any part thereof, from any tax sale or sales. Any such amounts so paid by Lessor shall become immediately due and payable as rent by Lessee to Lessor, together with interest thereon at the rate of seven percent (7%) per annum from the date of payment by Lessor until paid by Lessee. Any such payment by Lessor shall not be deemed to be a waiver of any other rights which Lessor may have under the provisions of the Lease or as provided by law.

6. UTILITIES.

Lessee shall pay without abatement, deduction or offset any and all utility bills of whatever kind or nature incurred upon the Premises during the term of this Lease, including but not limited to charges for lights, water, gas, telephone, sewage, heating, garbage disposal, electricity, power, janitor service or any other utility charges, for the Premises.

7. USES.

The Premises shall be used by Lessee solely for general aviation and airport purposes, including storage, parking and maintenance of aircraft and other lawful purposes incidental thereto.

8. IMPROVEMENTS.

8.01 Construction. Lessee may, subject to prior written approval of Lessor, construct buildings upon or otherwise improve or modify the Premises. All construction shall be performed pursuant to standard plan submission and approval procedures and shall be done in conformity with all county, city, state and federal regulations applicable to said construction. Lessor's Parks and Community Services staff shall review all plans submitted by Lessee showing square footages and locations of new hangars, and such plans shall not exceed the

number of existing tie-downs plus the number of old hangars replaced. Lessor's Parks and Community Services staff will use its reasonable best efforts to support such plans in concept and in their current form, but such plans are subject to final approval in accordance with all applicable laws, rules and regulations, and Lessor cannot warrant or guarantee such approval.

8.02 Compliance with National Pollution Discharge Elimination System Rules. Lessor shall make every effort to ensure its compliance and the compliance of its licensees and tenants with the National Pollution Discharge Elimination System storm water rules.

8.03 Signs. Lessee may, subject to the prior written approval of Lessor and subject to all applicable rules, regulations and laws of Lessor, the county, the state and federal government, erect and maintain signs on the Premises. All signs must be approved by the USACOE.

8.04 Restroom Facilities. Lessee shall, at its sole cost and expense, provide restroom facilities on the Premises that conform to all applicable federal, state, county and local rules, regulations and requirements.

8.05 Title to Improvements. Title to the existing improvements and the improvements placed on the Premises by Lessee shall be held by Lessee. All of the improvements shall remain the property of Lessee and shall not be deemed to be fixtures.

8.06 Removal of Improvements. Within one hundred twenty (120) days after the expiration of this Lease (or promptly upon any early termination), Lessee shall remove any and all buildings, improvements, fixtures and equipment from the Premises, including any buildings, improvements, fixtures and equipment on the Premises as of the date of this Lease, and shall restore the Premises to the condition of asphalt and/or concrete and in approximately level condition and free from all nuisance and dangerous and defective conditions. Removal of improvements shall be done in a manner as not to physically injure or damage the Premises, and

in the event of unavoidable damage, Lessee agrees, at its own cost and expense, to restore the Premises. Should Lessee fail to remove any buildings or improvements after such one hundred twenty (120) days (or within thirty (30) days following written demand for prompt removal following early termination), title to such buildings or improvements, Section 8.05 notwithstanding, shall transfer to Lessor who shall at its option retain for itself the buildings or improvements not removed or shall remove and dispose of the buildings and improvements in a reasonable manner at the expense of Lessee. Lessee shall reimburse Lessor for such expenses within thirty (30) days of a written demand for payment. Lessee's obligations pursuant to this Section 8.06 shall survive the expiration or other termination of this Lease.

9. MAINTENANCE.

9.01 As Is Condition. Lessee represents that it has inspected and examined the Premises, that no statements or representations as to the condition or repair of the Premises have been made by Lessor, and Lessee accepts the Premises in their present condition.

9.02 Repairs. Lessee, at Lessee's sole cost and expense, shall maintain and repair the Premises and any buildings or improvements on the Premises in good and safe condition and in compliance with all applicable laws, ordinances, rules and regulations. Lessee agrees to keep the grass mowed, weeds cut and pot holes repaired. Lessor shall use its reasonable best efforts to appropriate funds to make necessary improvements and perform regular maintenance on the property owned or controlled by it to facilitate Lessee's business, but cannot guarantee or warrant that such funds will be made available. Lessee specifically waives all rights to make repairs at the expense of Lessor as provided in Section 1942 of the California Civil Code, or by any other law, statute or ordinance.

9.03 Landscaping. Lessee, at its sole cost and expense, shall surface, landscape and maintain the area of the Airport between the northern property line of the Premises and the south

edge of the Airport taxi way. The materials and configuration of said landscaping and surfacing shall be subject to the approval of the Airport Manager and shall be completed within a reasonable period of time as determined by the Airport Manager.

9.04 Tie Down Surface Covering. Lessee, at its sole cost and expense, shall provide and maintain surface covering for the tie down areas of the Premises. Such surface covering shall be of sufficient quality and composition to satisfactorily prevent the raising of sand, dust and dirt from the tie down areas.

9.05 Waste or Nuisance. Lessee shall not use or allow any of its licensees or tenants to use the Premises in any manner or for any purpose that will constitute waste, nuisance, or unreasonable annoyance to other occupants of the Airport or to the owners or occupants of adjacent properties. Lessee's responsibility is limited to doing everything within its power to have its licensees and tenants adhere to the provisions of this Paragraph or to initiate eviction proceedings.

9.06 Hazardous Substances. Lessee agrees that any and all handling, transportation, storage, treatment, disposal, or use of Hazardous Substances by Lessee in or about the Premises shall strictly comply with all applicable federal, state and local environmental laws, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Clean Water Act, and the Toxic Substances Act. Hazardous Substances includes without limitation petroleum or any petroleum product, lead, asbestos, polychlorinated biphenyl, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

(a) Lessee agrees to indemnify and defend Lessor harmless from any liabilities, losses, claims, damages, penalties, fines, attorneys' fees, expert fees, court costs, remediation costs, investigation costs, or other expenses resulting from or arising out of the use, storage, treatment, transportation, release or disposal of Hazardous Substances on or about the Premises by Lessee, its officers, agents, or employees.

(b) If the presence of Hazardous Substances on the Premises caused or permitted by Lessee results in the contamination or deterioration of the Premises or any water or soil, Lessee shall promptly take all action necessary to investigate and remedy that contamination. Lessor represents that it is unaware of any contamination at the time of the execution of this Lease, based on the letter from the County of Riverside, Community Health Agency, Department of Environmental Health, dated August 25, 2003.

(c) Lessee shall not use, handle, store, transport, generate, release, or dispose of any Hazardous Substances on, under, or about the Premises, except that Lessee may use (i) small quantities of common chemicals such as adhesives, lubricants, and cleaning fluids associated with permitted uses of the Premises and (ii) other Hazardous Substances that are necessary for the permitted uses of the Premises and for which Lessor gives written consent prior to the Hazardous Substances being brought onto the Premises. At any time during the term of this Lease, Lessee shall, within ten (10) days after written request from Lessor, disclose in writing all Hazardous Substances that are being used by Lessee on the Premises, the nature of the use, and the manner of storage and disposal.

10. COMMON RIGHTS OF USE.

Lessee shall have in common with all current and future users of the Airport the use of other Airport facilities as are necessary and convenient for Lessee's operation, subject to full compliance by Lessee with all rules and regulations of Lessor pertaining to the Airport.

11. RECORDS AND ACCOUNTS.

11.01 Retention of Records. Lessee agrees to and shall keep records and reports and books of account substantially in accordance with generally accepted accounting principals to reflect accurately the gross receipts, expenditures, and net income to Lessee concerned with and related to its operations and activities on the Premises. Lessee further agrees that all of its gross receipts from every source related to said operation and activity shall be accurately recorded on its books and records and books of accounts, and that said books, records and books of account may be audited from time to time by such person or persons as Lessor designates.

11.02 Annual Report. If requested by the USACOE, Lessee agrees to and shall furnish Lessor within thirty (30) days after the end of each fiscal year a statement of all of its gross receipts, expenditures and net income concerning and related to its operation and activities on the Premises.

11.03 Inspection of Records. Lessee agrees to and shall give to Lessor and its duly authorized representatives, including a reputable independent accountant, the right of reasonable access to inspection and examination of its books, records and reports concerning and related to income from and expenditures for its operations and conduct on the Premises. Lessee further agrees that its financial books, records and accounts pertaining to its operations and activities on the premises shall be maintained intact for a period of not less than five (5) years.

11.04 Monthly Report. Lessee agrees to and shall for the term of this Lease submit to the Airport Manager of Lessor, no later than the tenth (10th) day of each and every month, a monthly report concerning certain phases of Lessee's operations on the Premises, including but not limited to an inventory of all aircraft based on the Premises and copies of insurance policies for each, a list of the number of students being trained by Lessee or its representatives, if applicable, and a list of any aircraft, new or used, which were sold by Lessee during the

immediately preceding calendar month. The form and required content of said monthly operating report shall be subject to modification from time to time by Lessor after Lessor's consultation with Lessee concerning any proposed modifications.

## 12. INSURANCE.

12.01 Time for Compliance. Lessee shall not commence work under this Lease until it has provided evidence satisfactory to the Lessor that it has secured all insurance required under this section. In addition, Lessee shall not allow any sublessee to commence work on any sublease until it has provided evidence satisfactory to Lessor that the sublessee has secured all insurance required under this section.

12.02 Minimum Requirements. Lessee shall, at its expense, procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Lease by the Lessee, its agents, representatives, employees or sublessees. Lessee shall also require all of its sublessees to procure and maintain the same insurance for the duration of the Lease. 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 following: (1) Aviation General Liability; (2) Products Liability, Refueling Liability; (3) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (4) 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. Lessee shall maintain limits no less than: (1) Aviation Liability Insurance: \$1,000,000 per occurrence for Hangarkeepers, Premises liability, Completed Operations, bodily injury, personal injury and property damage; (2) Products

liability, Refueling Liability with separate limits of \$5,000,000 which may be achieved by a combination of underlying liability policies and umbrella policies; (3) Automobile Liability: ISO Business Auto Coverage in the amount of \$2,000,000 per accident for bodily injury and property damage; and (4) 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.

12.03 Insurance Endorsements. The insurance policies shall contain the following provisions, or Lessee shall provide endorsements on forms supplied or approved by Lessor to add the following provisions to the insurance policies.

(a) General Liability. The general liability policy shall be endorsed to state that: (1) Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the work or operations performed by or on behalf of the Lessee, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Lessee's scheduled underlying coverage. Any insurance or self-insurance maintained by Lessor, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Lessee's insurance and shall not be called upon to contribute with it in any way.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) Lessor and the USACOE, their 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



Lessee or for which the Lessee is responsible; and (2) the insurance coverage shall be primary insurance as respects Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Lessee's scheduled underlying coverage. Any insurance or self-insurance maintained by Lessor, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Lessee'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 Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Lessee.

(d) All Coverages. Each insurance policy required by this Lease shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Lessor; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers.

12.04 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 Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers.

12.05 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Lessor. Lessee shall guarantee that if the deductible is not acceptable, the insurer shall reduce or eliminate such deductibles or self-insured

retentions as respects Lessor and the USACOE, their directors, officials, officers, employees, agents, and volunteers; or (2) the Lease will be void.

12.06 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to Lessor.

12.07 Verification of Coverage. Lessee shall furnish Lessor and the USACOE with original certificates of insurance and endorsements effecting coverage required by this Lease on forms satisfactory to Lessor. 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 Lessor if requested. All certificates and endorsements must be received and approved by Lessor before work commences. Lessor reserves the right to require complete, certified copies of all required insurance policies, at any time.

12.08 Reporting of Claims. Lessee shall report to Lessor, in addition to Lessee's insurer, any and all insurance claims submitted by Lessee in connection with the Services under this Lease.

12.09 Review of Coverage Limits. Not more frequently than every two (2) years, if, in the reasonable opinion of Lessor's Risk Manager, the amount of the insurance policies provided for in this Article is not reasonably adequate, Lessee shall increase the insurance coverage as recommended by Lessor's Risk Manager. Lessor will use its reasonable best efforts to implement the insurance provisions in this Lease in its other Airport Leases.

12.10 Failure to Maintain Insurance. If Lessee at anytime during the term of this lease shall fail to secure or maintain the foregoing insurance, Lessor shall be permitted to obtain such insurance in Lessor's name or as the agent of Lessee. Any amount so paid by Lessor as insurance

premiums shall become immediately due and payable as rent by Lessee to Lessor, together with interest on such paid insurance premiums at the rate of seven percent (7%) per annum computed from the date written notice is received that the premiums have been paid.

13. INDEMNITY.

13.01 General. This Lease is made on the express condition that Lessor and the USACOE are to be free from all liability or loss by reason of injury to any person or property, from whatever cause, while in or on the Premises, or in any way connected with the Premises or with the improvements or personal property therein or thereon, including any liability for injury to the person or property of Lessee, its agents, officers, and employees, except where prohibited by law.

13.02 Hold Harmless. Lessee hereby agrees to and shall indemnify, defend and hold harmless Lessor and the USACOE, their officers, employees, agents and volunteers from any and all claims, actions, damages, liability, losses, costs, or obligations on account of, or arising out of, this Lease from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Lessor and the USACOE on any claim therefore, except where such indemnification is prohibited by law.

13.03 Flood Control. Lessee specifically agrees to hold Lessor and the USACOE, their officers, employees, agents and volunteers harmless from any and all claims or rights of action for damages which may or might arise or accrue to Lessee, its officers, members, agents, servants, employees, or others who may be on the Premises at Lessee's invitation or the invitation of any one of them, by reason of injuries to the property or the person of any of them resulting from the reasonable entry upon or the use of the Premises by Lessor and the USACOE, or any of them, at any time, for any purpose necessary or convenient in connection with river and flood control work, or for the removal of timber required or necessary for such work, or by

reason of the flooding of the Premises, or any part thereof, when in the judgment of any of them such flooding is necessary in connection with flood control work. Lessee acknowledges the Premises are in a flood plain and can flood at any time, and releases Lessor and the USACOE, their officers, employees, agents and volunteers of any and all liability, claims or damages caused by flooding.

13.04 Liabilities for Injuries to a Person or Property. Lessee agrees and covenants to indemnify, defend and hold harmless Lessor and the USACOE from any and all claims or causes of action by Lessee or its officers, agents, employees, permittees, invitees, or guests for any damage caused to their persons or property caused by or resulting from: (a) fire, smoke, steam, electricity, gas, water, rain, snow, or ice which may leak or flow from or into any part of the Premises, (b) breakage, leakage, obstruction or other defects of the pipes, wires, appliances, tanks, plumbing, lighting fixtures or drainage, heating, ventilation and air conditioning systems of or serving the Premises, (c) storms, earthquakes, floods, or other Acts of God, (d) vandalism, riots, civil commotion or malicious mischief. Nor shall Lessor or the USACOE be liable for any injury to property of Lessee, its officers, agents, employees, permittees, sublessees or invitees by reason of the occupation and enjoyment of the Premises by Lessee, except where such indemnification is prohibited by law.

14. ASSIGNMENT AND SUBLETTING.

14.01 Assignment, Mortgage or Sublease. Lessee shall not voluntarily assign, mortgage, sublet or encumber all or any part of the Premises, or allow any other person or entity (except Lessee's authorized representatives) to occupy or use all or any part of the Premises. Lessee shall not assign, hypothecate, mortgage or pledge this Lease except as provided herein, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any assignment, encumbrance or sublease without Lessor's prior written consent shall be

voidable and, at Lessor's election, shall constitute a default. A consent to one assignment, subletting, occupation, or use by another person or entity shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person or entity.

14.02 License Agreements. Lessee shall be entitled to enter into individual license agreements with private aircraft owners for parking, storing or tying down of aircraft; provided, such agreements shall be in writing.

14.03 Construction. Lessee is authorized to encumber its leasehold incidental to construction of improvements on the Premises subject to prior written notice to Lessor. If a sale or foreclosure under an approved encumbrance occurs, or if the lender acquires the property by assignment in lieu of foreclosure, said purchaser or assignee, as successor-in-interest to Lessee, will be bound by the terms of this Lease and will assume all the obligations of Lessee hereunder.

14.04 Subletting. In the event Lessor gives written consent and approval to any subletting, the transferee(s) and assignee(s) shall, in writing, assume all obligations of this Lease and agree to be bound by all terms of the Lease without in any way limiting, releasing, or discharging the original Lessee from any liability under any provision of this Lease on account of such transfer or assignment.

14.05 Assignment. In the event Lessor gives written consent and approval to any transfer or assignment, the transferee(s) and assignee(s) shall, in writing, assume all obligations of this Lease and agree to be bound by all terms of the Lease without in any way limiting, releasing, or discharging the original Lessee from any liability under any provision of this Lease preexisting or arising out of and incidental to such transfer or assignment. In other words, with the exception of any liability preexisting or arising out of and incidental to such transfer or assignment by Lessee, Lessee shall not remain obligated or otherwise liable under the Lease.

14.06 Written Instrument. No subletting of any interest, or of any portion of the Premises, or any transfer or assignment of any sublease hereunder, whether voluntary or involuntary, by operation of law or otherwise, shall be valid unless the same is accomplished by written instrument, wherein the sublessee and/or assignee of the sublease shall expressly agree that said sublease and/or assignment is subject and subordinate thereto, and said sublessee and/or assignee of said sublease shall expressly agree to be governed thereby.

14.07 Assignment of Rent. Lessee immediately and irrevocably assigns to Lessor, as security for Lessee's obligations under this Lease, all rent from any subletting of all or a part of the Premises as permitted by this Lease, and Lessor, as assignee and as attorney-in-fact for Lessee, or a receiver for Lessee appointed on Lessor's application, may collect such rent and apply it toward Lessee's obligations under this Lease; except that, until the occurrence of an act of default by Lessee, Lessee shall have the right to collect such rent.

14.08 Shop Facilities. Lessor hereby agrees the Lessee shall have the right, subject to the conditions enumerated herein including the requirement of Lessor's prior written consent, to sublease or rent for shop facilities not more than fifteen percent (15%) of the total hangar space constructed on the Premises, said facilities to be used solely for providing services for the customary aviation business operations of Lessee and to be constructed, installed and used in conformity and in compliance with all laws, ordinances, rules and regulations of any duly authorized governmental body relating directly or indirectly to such construction, installation and use. The term "hangar space," for purposes of such fifteen percent (15%) calculation, shall not include office or building space other than hangar space, and also shall not include the office or storage area at each end of the nested "T" hangar building.

15. CANCELLATION OF LEASE.

15.01 Cancellation by Lessor. It is understood and agreed by the parties hereto that Lessor shall and hereby does reserve the right to cancel or terminate this Lease at any time should it be reasonably determined by the City Council of Lessor that the public necessity and convenience require it to do so, by serving upon Lessee, in the manner hereinafter provided, a written notice of its election to cancel and terminate, which notice shall be served at least one hundred eighty (180) days prior to the date stated in said notice of cancellation or termination. In the event such termination is effected pursuant to this Section 15.01, Lessee or its assigns shall be entitled to such damages, if any, arising therefrom, as may be mutually agreed upon by the parties hereto, or in the event mutual agreement is not possible, such dispute shall be resolved in an action filed and maintained in the superior court in Riverside County; provided, however, that representatives of each party, who have reasonable settlement authority, shall first engage in non-binding mediation. The parties may also consider non-binding or binding arbitration upon the mutual agreement of the parties.

15.02 Cancellation by Lessee. It is understood and agreed by the parties hereto that Lessee shall have, and is hereby given, the right to cancel or terminate this Lease, upon thirty (30) days' advance notice in writing to Lessor, in the event that during the term of this Lease Lessee is prohibited by statute, ordinance, administrative rule or regulation, as any statute, ordinance, rule or regulation now exists or may hereafter provide, from conducting on the Premises the business for which the Premises are leased as hereinbefore provided.

15.03 No Further Objections. It is understood and agreed by the parties hereto that upon the effective date of a cancellation or termination of this Lease as provided in this Article, they shall be under no further obligation or liability to each other by reason of this Lease; provided, however, that Lessee shall be liable to Lessor for the breach of any term, covenant or condition

of this Lease occurring prior to the date of Lessee's surrender of the Premises as herein provided. In addition, Lessee shall be required to comply with Section 8.06 regarding the condition of the Premises following early termination of this Lease.

16. DEFAULT.

16.01 Events of Default. Each of the following events shall be a breach of this Lease by Lessee and Lessee shall be in default hereunder, entitling Lessor to terminate and end this Lease, if said breach shall continue for a period of thirty (30) days after Lessor serves upon Lessee written notice of default if it is curable within such thirty (30) days, or if Lessee fails to institute and diligently pursue reasonable corrective or ameliorative acts for defaults not reasonably curable within such thirty (30) days:

(a) Failure or refusal to pay when due any installment of rent, or any Aircraft Fee, fuel flowage fee, utility charge, tax, assessment, insurance premium, lien, claim, charge or demand provided in this Lease to be paid.

(b) Abandonment or surrender of the Premises or the Lease. In such event, Lessor may, subject to the rights of third parties therein, take possession of any personal property left on the Premises and dispose of the same at the election of Lessor at the time and in the manner provided by law.

(c) The failure to commence or complete construction of any improvement on the Premises within the time and manner specified in this Lease.

(d) The failure to use, maintain and operate the Premises as required in this Lease.

(e) The failure to perform any other covenant, condition, or term of this Lease herein provided to be kept or performed by Lessee.



(f) The appointment of a receiver to take possession of the Premises or improvements or of Lessee's interest in the leasehold estate or of Lessee's operations on the Premises for any reason, including but not limited to assignment for the benefit of creditors or voluntary or involuntary bankruptcy proceedings; excluding, however, receivership (1) pursuant to administration of the estate of any deceased or incompetent Lessee or (2) pursuant to any mortgage permitted by the provisions of this Lease relating to purchase or construction of improvements.

(g) An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee as bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or for reorganization, dissolution or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated or otherwise permanently stayed or terminated within forty-five (45) days after the assignment, filing or other initial event.

16.02 Lessor's Remedies. In case of default by Lessee (as defined in Section 16.01, i.e., breach continues for a period of thirty (30) days after Lessor serves upon Lessee written notice of default if it is curable within such thirty (30) days, or if Lessee fails to institute and diligently pursue reasonable corrective or ameliorative acts for defaults not reasonably curable within such thirty (30) days), Lessor has the following remedies in addition to all of the rights and remedies provided by law or equity to which Lessor may resort cumulatively or in the alternative, and no one right or remedy shall be exclusive of the other; provided, however, that representatives of each party, who have reasonable settlement authority, shall first engage in non-binding

mediation. The parties may also consider non-binding or binding arbitration upon the mutual agreement of the parties:

(a) Lessor may at Lessor's election, upon thirty (30) days' prior written notice to Lessee, declare this Lease and all and any rights created by it to be terminated. Upon such termination, Lessor may, without further notice, demand or legal process, reenter and take possession of the Premises and all improvements thereon (if any) and remove therefrom Lessee and all persons claiming under Lessee, and Lessee and all such persons shall quit and surrender possession of the Premises and all improvements thereon (if any) to Lessor. Lessee may remove its improvements per Section 8.06.

Lessor may thereupon re-lease the Premises for and on account of Lessee on such terms, conditions and rents as Lessor may deem appropriate and apply all sums collected thereby, less the expense of such reletting, including broker's and agent's expenses and the expense of collecting rent, upon the rent to be paid by Lessee. Lessee does hereby agree to pay monthly to Lessor the difference between the monthly rental so procured, and the amount of the rental hereunder provided.

In the event Lessor shall relet the Premises for a term equal to or in excess of the unexpired term of this Lease, Lessee does hereby agree to pay to Lessor the difference between the amount agreed to be paid for the unexpired portion of the term, and the rental agreed to be paid for the unexpired portion of the term by the new Tenant, less all costs and expenses as herein provided.

(b) Lessor shall be entitled at Lessor's election to damages in the following sums:

(1) The worth at the time of award of the unpaid rent which had been earned at the time of termination;

(2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided;

(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Lessee proves could be reasonably avoided;

(4) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom;

(5) The "worth at the time of award" of the amounts referred to in Subsections (1) and (2) above is computed by allowing interest at the rate of seven percent (7%) per annum. The worth at the time of award of the amount referred to in Subsection (3) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(c) At Lessor's election, Lessor can continue this Lease in effect for so long as it does not terminate Lessee's right to possession, provided that it has given no notice of termination. In such case, Lessor may enforce all its rights and duties under this Lease, including but not limited to the right to recover rent as it becomes due.

16.03 Effects of Termination. A termination of this Lease shall not relieve Lessee from the payment of any sum or sums that shall be then due and payable to Lessor hereunder or any claim for damages against Lessee arising from this Lease. Any such termination shall not

prevent Lessor from enforcing the payment of any such sum or sums or claim for damages by any remedy provided by law or from recovering damages from Lessee for a default hereunder.

16.04 Lessor's Default. Lessor shall not be considered to be in default under this Lease unless (a) Lessor is given notice specifying the default and (b) Lessor has failed for thirty (30) days to cure the default, if it is curable within such thirty (30) days, or if Lessee fails to institute and diligently pursue reasonable corrective or ameliorative acts for defaults not reasonably curable within such thirty (30) days. Lessee shall have the right of termination for Lessor's default only after notice to and consent by all mortgagees under mortgages then existing under provisions of this Lease relating to purchase or construction of improvements. Lessee waives the protections of Sections 1932 and 1933 of the California Civil Code.

16.05 Waiver. No waiver of any default hereunder shall constitute a waiver of any other breach or default, whether of the same term or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by another party shall give the other any contractual right by custom, estoppel or otherwise. The subsequent acceptance of rent or fees, or both pursuant to this Lease shall not constitute a waiver of any preceding default by Lessee other than default in the payment of the particular rental payment so accepted, regardless of Lessor's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after termination constitute a reinstatement, extension or renewal of the Lease or revocation of any notice or any other act by Lessor.

17. ATTORNEY'S FEES.

In the event that either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this Lease, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, expert witness fees and

reasonable attorney's fees to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if any.

18. GENERAL PROVISIONS.

18.01 Provide Access. Lessee shall allow access to the Premises by authorized representatives of Lessor, the City of Corona and the USACOE in all cases of emergency and during all normal business hours for the purpose of examination or inspection of the Premises, without requirement of prior notice.

18.02 Time of Essence. Time is hereby expressly declared to be of the essence of this Lease, and all of the covenants and agreements herein made and of the obligations agreed to be performed by the Lessee, are conditions precedent to be fulfilled and faithfully performed and observed by the Lessee to entitle it to continue in the possession of the Premises.

18.03 Lessor - Lessee Relationship. It is expressly understood and agreed that by entering into this Lease, Lessor does not, in any way nor for any purpose, become a partner of Lessee or a joint venturer with Lessee.

18.04 Equal Opportunity. Neither Lessee, nor any of its agents shall discriminate against any employee or applicant for employment because of race, religion, color or national origin. Lessee shall not discriminate because of race, religion, color or national origin against any person by refusing to furnish such person any accommodations, facility, service or privilege offered to or enjoyed by the general public. Nor shall Lessee, or any of its agents, publicize the accommodations, facilities, services or privileges provided on the Premises in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, color or national origin.

18.05 Notices. Any notices which are required hereunder, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and either personally served or sent by registered or certified mail.

- (a) Notices and demands to Lessor shall be addressed as follows:

City of Corona  
400 South Vicentia Avenue  
Corona, California 92882-3238  
Attn: Airport Manager

- (b) Notices and demands to Lessee shall be addressed as follows:

Corona Executive Hangars  
Steven R. Rosko  
P.O. Box 1443  
Newport Beach, California 92659

- (c) Any such notice or demand shall be deemed served at the time of delivery if delivered in person or on the business day following deposit thereof in the U.S. Mail where sent by registered or certified mail.

18.06 Faithful Performance. Lessor has executed this Lease on the terms, covenants and agreements specified and set forth in this Lease and not otherwise, and Lessor and Lessee covenant and agree faithfully to keep and perform each and every covenant of this Lease, and the true and faithful performance of each and every term, covenant and agreement is hereby declared to be a condition of the term hereof.

18.07 Binding Effect. This Agreement of Lease, its terms, conditions, covenants and agreements shall inure to the benefit of and be binding upon the successors and assigns of Lessor and upon the heirs, successors, administrators, executors and/or assigns of Lessee, and all of the provisions hereof shall be deemed covenants running with the Premises.

18.08 National Emergency. In the event a national emergency is declared by the President of the United States and, as a result thereof, private aircraft flights are restricted, Lessee may utilize the private aircraft hangars on the Premises for purposes other than storing and parking private aircraft, subject to said purposes complying with all applicable laws, ordinances and regulations of any duly constituted governmental body, agency, board or department.

18.09 Entire Agreement. This Lease contains the entire agreement between the parties relating hereto and specifically supersedes that certain Corona Municipal Airport Lease between the City of Corona and Jeannie D. Nugent, dated October 6, 1981, and that certain Amendment to Lease between the City of Corona and Jeannie D. Nugent, dated April 11, 1984, said instruments being subsequently assigned to Steven R. Rosko by that certain Consent to Assignment between the City of Corona and Steven R. Rosko for Parcel V at the Corona Municipal Airport dated November 15, 2000. All prior negotiations or stipulations concerning its matter which preceded or accompanied the execution of this Lease are collectively and conclusively deemed to be superseded hereby; provided, however, that this Lease may in the future be altered by written agreement of the parties or by an executed oral agreement, and not otherwise.

18.10 Excuse of Performance. If either party shall be delayed or prevented from the performance of any act required by this Lease, including the payment of rent, by reason of acts of God, strikes, walkouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, civil disobedience or riot, labor disputes or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such acts shall be excused for the period of the delay; and the period for the performance of

any such act shall be extended for a period equivalent to the period of such delay; provided, further, Lessor may in its discretion waive the payment of any rent required of Lessee during such period. Any such waiver shall not be construed to be a waiver of any succeeding or preceding breach in the payment of rentals.

18.11 Compliance with All Laws. Lessee covenants and agrees that all operations and enterprises conducted on the Premises shall comply with all laws, ordinances, rules and regulations of the federal government, State of California, County of Riverside, City of Corona, and any other duly constituted governmental body, including the Corona Municipal Airport administration, pertaining directly or indirectly to the operations and activities conducted on the Premises. Lessee shall not knowingly commit or allow any violation of law on the Premises.

18.12 Subordinate to Master Lease Agreement. The provisions, conditions and terms of this Lease and of any written sublease of the Premises and/or of an assignment, hypothecation, pledge, mortgage or any transfer of this Lease shall be subject to all terms, conditions and provisions of any executed agreement and/or lease between Lessor and the USACOE concerning the Premises described herein, including but not limited to the following Leases and Agreements, as executed:

Lease DACW09-1-67-60 dated May 26, 1967, and all supplemental agreements thereto.

Lessor shall promptly notify Lessee of receipt by Lessor of any notice or correspondence from the USACOE that affects or may affect the continuation, duration or extension of the Master Lease Agreement.

18.13 Approval by USACOE. This Amended Lease shall not be effective until its terms and conditions have been approved by the District Engineer of the USACOE.



18.14 Severability. If any provision of this Lease shall be declared invalid or unenforceable, the remainder invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

18.15 Headings. Article and section headings are for convenience only and shall have no effect in the construction of interpretation of any provision herein.

(Signatures follow on the next page)

IN WITNESS WHEREOF, the said Lessor and Lessee have executed this LEASE  
AGREEMENT BETWEEN THE CITY OF CORONA AND CORONA EXECUTIVE  
HANGARS FOR PARCEL V AT THE CORONA MUNICIPAL AIRPORT.

CITY OF CORONA, a California municipal  
corporation

By: 

Name: Brad Robbins

Title: City Manager

Date: 8-8-11

CORONA EXECUTIVE HANGERS, a California  
corporation

By: 

Name: STEVEN R. ROSKO

Title: OWNER/PRESIDENT


By: 

Name: STEVEN R. ROSKO

Title: SECRETARY


Date: 8-8-11

ATTEST:

  
City Clerk of the City of Corona,

ATTEST:

Approved as to Form:

By:   
Dean Derlet  
City Attorney

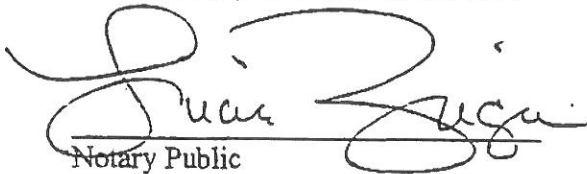
STATE OF CALIFORNIA

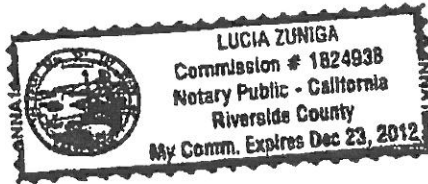
COUNTY OF Riverside

On 8.8.11 before me, Lucia Zuniga (here insert name and title of the officer), personally appeared Steven P. Rosko 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.

  
Notary Public



(Seal)

**EXHIBIT “C”**

**DEFICIENCIES TO BE CORRECTED ON PARCEL IV AND PARCEL V**

**[SEE ATTACHED TWENTY-FOUR (24) PAGES]**



City of Corona  
Community Services Department

Office: 951.736.2241  
Fax: 951.279.3683

400 S Vicentia Ave., Ste 225, Corona, CA 92882  
[www.Coronaca.gov/registration](http://www.Coronaca.gov/registration)

May 11, 2022

Corona Executive Hangars  
2003 Aviation Dr. Suite #1A  
Corona, CA 92880

Dear Mr. Steven R. Rosko:

On behalf of Corona Executive Hangars (CEH), we have received your request to the City of Corona (City) to consent to the transfer of lease agreements for Parcel IV and V (Premises). CEH entered into the LEASE AGREEMENT with the City of Corona for Parcel IV and V on August 17, 2011.

In furtherance of CEH's request, City staff commenced several due diligence efforts earlier this year. Staff met with members of Flight Ventures USA (FV-USA), prospective assignee, reviewed their proposal and notified the US Army Corps of Engineers of this request, as all material changes at the airport require their approval. Additional due diligence efforts include a full onsite inspection of the Premises to ensure CEH has met its lease obligations in accordance with Section 7 USES and Section 9 MAINTENANCE.

Inspections of the Premises were conducted on Tuesday, April 12, 2022, from 7:30am to 12:30pm, and Wednesday, April 13, 2022, from 7:30am to 11:00am. City staff was accompanied by FV-USA during the entirety of inspection. Inspection findings were made and corrective action is required in accordance with the findings outlined in this notice.

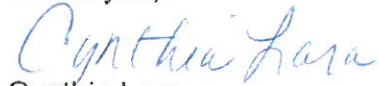
The lists of deficiencies provided in this notice are intended to demonstrate samples of non-aviation findings made during the inspection. Please be advised that in furtherance of your request to transfer the lease, corrective measures are required to remediate the deficiencies found in hangars. It is staff's understanding that FV-USA is willing to assume responsibility of some maintenance repairs needed, such as the pavement and striping rehabilitation throughout the Premises, including the Tie-Down areas. Staff is willing to recommend deferring these Maintenance matters to FV-USA assuming the consent to transfer is approved by the City Council, however, be advised while CEH holds the lease interest, it is their responsibility to comply with all lease terms including all items listed in this notice.

Upon reviewing this entire notice and inspection findings, create a remediation plan and remediation schedule, and provide it to me for review. We will work with you as you take action to remediate deficiencies.

The list of findings starts on page 3 of this notice.

If you have any questions, and to coordinate follow-up inspections, please contact me directly via telephone at (951) 739-4963 or email at [cynthia.lara@coronaca.gov](mailto:cynthia.lara@coronaca.gov).

Thank you,



Cynthia Lara  
Community Assistance Manager

CC:

Steven Rosko, CEH President (sent via email)  
Christopher Haug, Flight Ventures-USA (sent via email)  
Mike Word, CEH Representative (sent via email)  
File Copy

#### **GENERAL CONDITIONS**

1. Pavement/Striping: Deficient throughout Parcel 4 & 5.
2. Exterior Lightings: Replace all non-functioning exterior lights throughout Parcel 4 & 5.
3. Tie-Down Areas: Asphalt and tie-down appurtenances throughout Parcels 4 & 5 are deficient and require repair.
4. Unpermitted Structures: Structures found throughout Parcels 4 & 5, as specified in this notice.

#### **SUMMARY OF INSPECTION FINDINGS of HANGAR INTERIORS**

##### ***Hangar 1985 – SEE EXHIBIT A, attached.***

1. #5 – Non-Aviation item, storage of RV
2. #6 – Unpermitted construction of storage loft
3. #7 – Unpermitted construction of storage loft
4. #8 – Non-Aviation items, storage of personal items vehicle, trailer, machines, antiques, etc.
5. #10 – Non-Aviation items, storage of collectable vehicles AND Unpermitted construction of storage loft.
6. #A (½ Hangar) deferred Maintenance, broken window.
7. #B (½ Hangar) Non-Aviation items, storage of trailer, dirt bikes, gas receptacles (full of liquid), speakers AND Unpermitted construction of storage loft.
8. Storage area attached to west end of building, entire structure unpermitted and full of personal items non-aviation related, i.e., vehicles, extension cords, water hoses, etc.

##### ***Hangar 1989 - SEE EXHIBIT B, attached.***

1. #5 - Unpermitted construction of storage loft
2. #6 – Non-Aviation items, storage of personal items boxes, coolers, fans, desks, furniture, etc.
3. #8 – Non-Aviation items, storage of personal items boxes, containers, carpets, trailer, furniture, AND Unpermitted construction of storage loft.

##### ***Hangar 1993 - SEE EXHIBIT C, attached.***

1. #4 - Non-Aviation items, storage of personal household items
2. #9 - Non-Aviation items, storage of personal items dozens of containers with clothing items.

##### ***Hangar 2003 - SEE EXHIBIT D, attached.***

1. #1 – Non-Aviation items, storage of personal items vehicles, recreational vehicles (dirt bikes, trailers, etc.), office equipment, etc. AND Unpermitted construction of office space.
2. #6 - Non-Aviation items, storage of personal items work trucks, oxygen tanks, bikes, mini Party Bus, dirt bikes, etc.
3. #8 – Non-Aviation items, storage of large quantities of flammable liquids, i.e., barrels of oxidizer and other unidentified liquids AND cease all activities related to painting.
4. #10 – Items in hangar relate to paint shop activities, possible evidence of unpermitted business operation, AND unpermitted construction of office and mezzanine that includes exhaust equipment.

##### ***Hangar 2013 - SEE EXHIBIT E, attached.***

1. #4 - Non-Aviation items, storage of personal items related to computer equipment, reels of conduit, racks and other miscellaneous items.
2. #5 & 1973 Aviation Dr (on Parcel 4) - Non-Aviation items, storage of business items truck, trailer, supplies related to the Express Signs & Wraps business located at 1973 Aviation Drive. At 1973 unpermitted patio and room additions. Business operation is not a violation as long they can demonstrate most of the business is aviation related.
3. #8 - Non-Aviation items, storage of bobcat, street sweeper, boat, tires, etc.
4. #A & B- Non-Aviation items, storage of personal items, vehicles, motorcycles, etc.

***EXHIBIT A***  
***Hangar Inspection***  
**1985 Aviation Drive**  
**(5 pages)**



## EXHIBIT A

### Building 1985 – Hangar 5



#### Violation(s):

1. Uses. Storage of non-aviation items. Remove RV.

### Building 1985 - Hangar 6

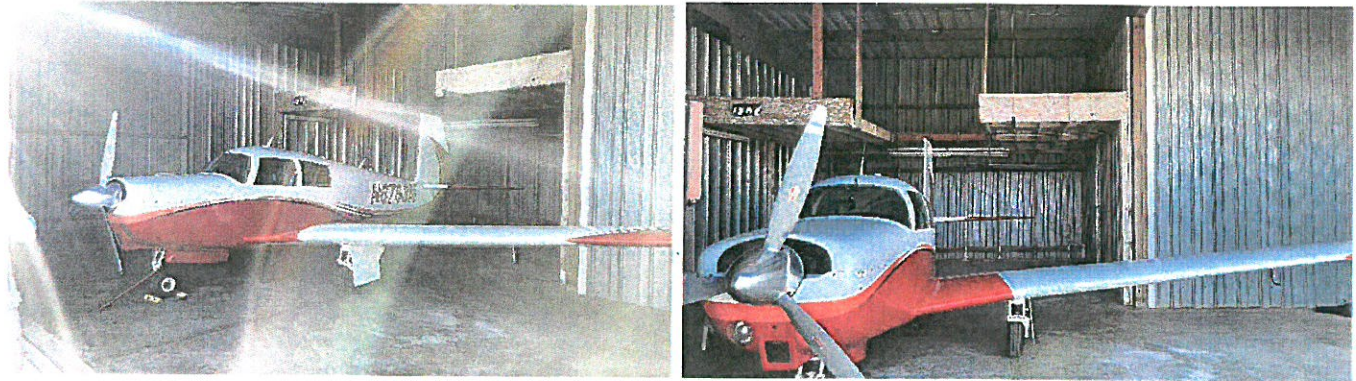


#### Violation(s):

1. Unpermitted Construction. Permit or remove unpermitted storage loft.



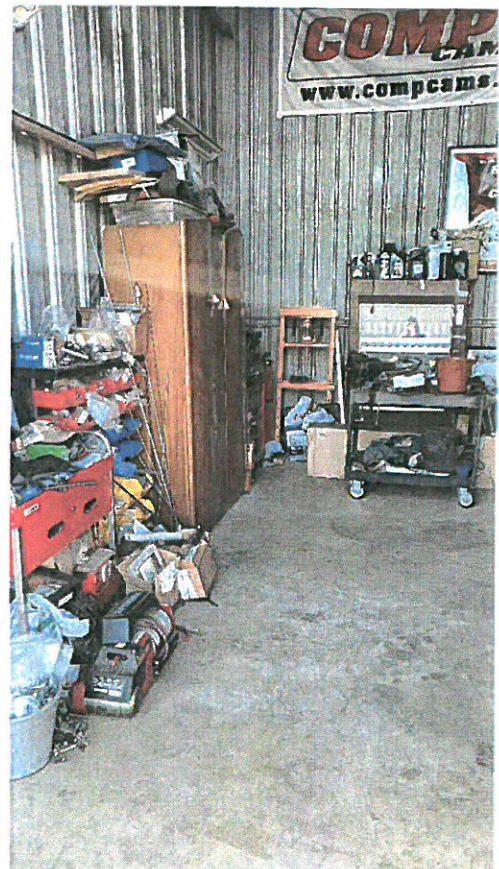
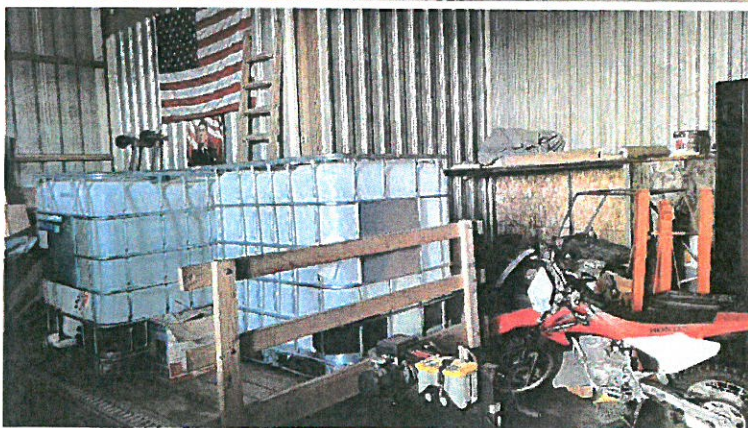
### Building 1985 - Hangar 7



#### Violation(s):

1. Unpermitted Construction. Permit or remove unpermitted storage loft.

### Building 1985 - Hangar 8



#### Violation(s):



1. Uses. Storage of non-aviation items. Remove all non-aviation items, i.e., vehicle, trailer, machines, antiques, etc.

**Building 1985 – Hangar 10**



**Violation(s):**

1. Uses. Storage of non-aviation items. Remove all non-aviation items, i.e., collectable cars, etc.
2. Unpermitted Construction. Permit or remove unpermitted storage loft.

**Building 1985 – ½ Hangar A**

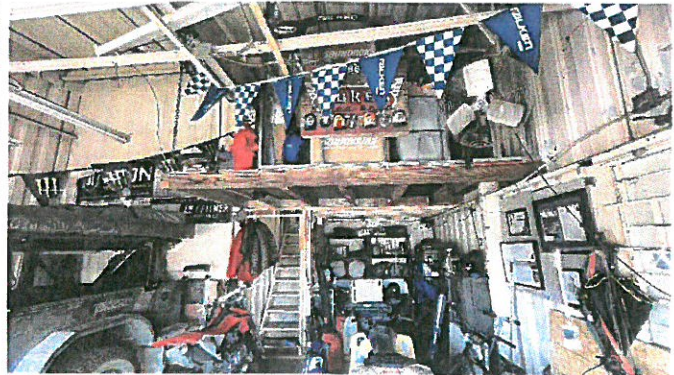


**Violation(s):**

1. Maintenance. Repair broken window.



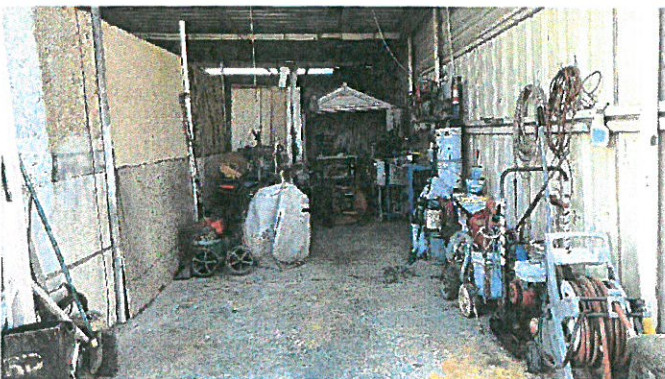
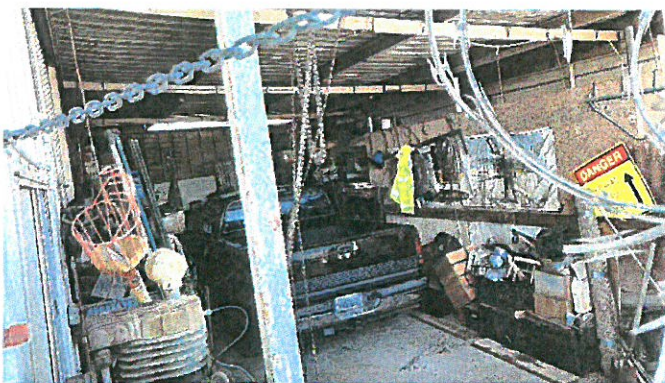
### Building 1985 – Hangar B (½ Hangar)



#### Violation(s):

1. Uses. Storage of non-aviation items. Remove all non-aviation items, i.e., trailer, dirt bikes, gas receptacles (full of liquid), speakers, etc.
2. Unpermitted Construction. Permit or remove unpermitted storage loft.

### Building 1985 – Storage Area next to Hangar B



**Violation(s):**

1. Uses. Storage of non-aviation items. Remove all non-aviation items.
2. Unpermitted Construction. Permit or remove unpermitted carport.

***EXHIBIT B***  
***Hangar Inspection***  
**1989 Aviation Drive**  
**(2 pages)**



## EXHIBIT B

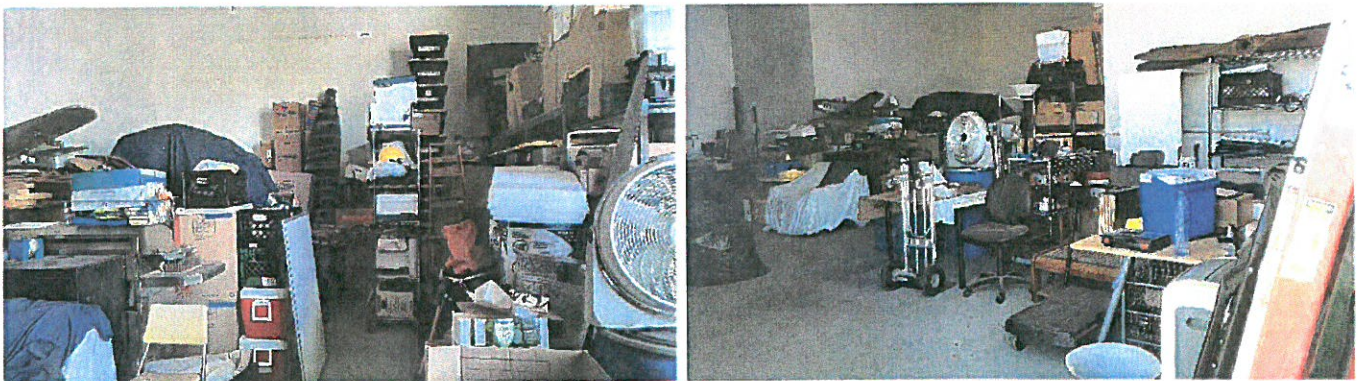
### Building 1989 – Hangar 5



#### Violation(s):

1. Unpermitted Construction. Permit or remove unpermitted storage loft.

### Building 1989 – Hangar 6



#### Violation(s):

1. Uses. Storage of non-aviation items. Remove all non-aviation items, i.e., personal items boxes, coolers, fans, desks, furniture, etc.

Next page



## Building 1989 – Hangar 8



### Violation(s):

1. Uses. Storage of non-aviation items. Remove all non-aviation items, i.e., personal items boxes, containers, carpets, trailer, furniture, etc.
2. Unpermitted Construction. Permit or remove unpermitted storage loft.



***EXHIBIT C***  
***Hangar Inspection***  
**1993 Aviation Drive**  
**(1 page)**

## EXHIBIT C

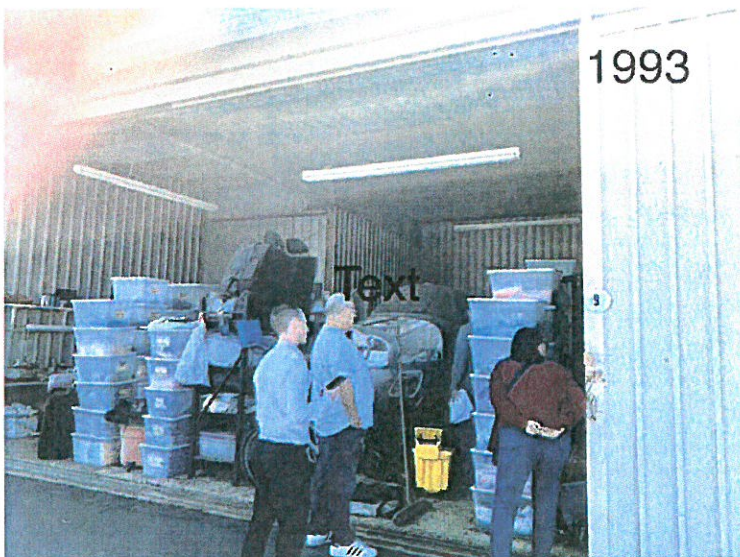
### Building 1993 – Hangar 4

---picture not found---

#### Violation(s):

1. Use: Storage of non-aviation items. Remove all non-aviation related items, i.e., storage of personal household items.

### Building 1993 – Hangar 4 & 9



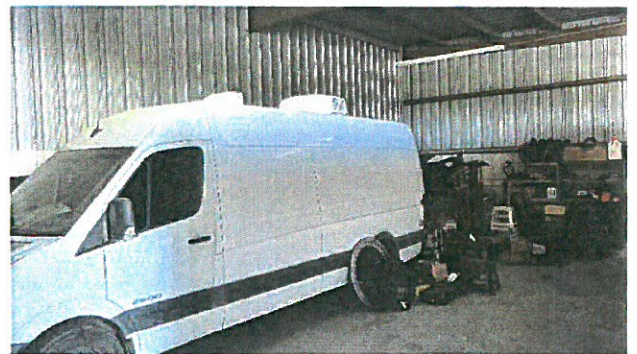
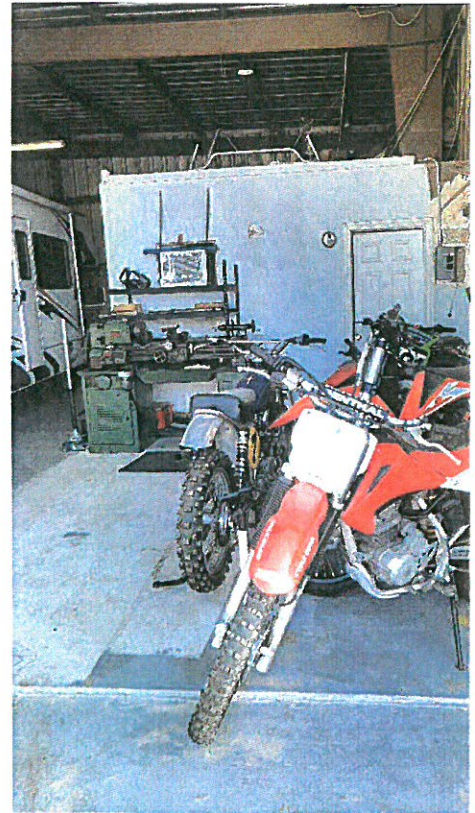
#### Violation(s):

1. Use: Storage of non-aviation items. Remove all non-aviation related items, i.e., boxes and racks of clothing materials.

***EXHIBIT D***  
***Hangar Inspection***  
**2003 Aviation Drive**  
**(4 pages)**

## EXHIBIT D

### Building 2003 – Hangar 1



### Violation(s):

1. Uses. Storage of non-aviation items. Remove all non-aviation items, i.e., personal, work, and recreational vehicles and related items.
2. Unpermitted Structure. Obtain permit for "office" structure or demolish.



## Building 2003 – Hangar 6

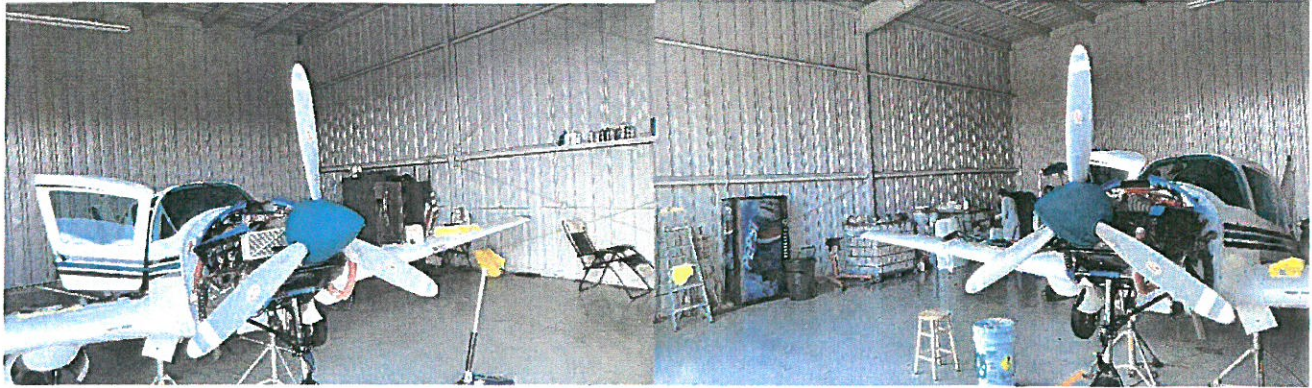


### Violation(s):

1. Uses. Storage of non-aviation items. Hangar not utilized to store air craft and/or aviation related equipment. Remove all items that are not aviation related, i.e., work trucks, bicycles, dirt bikes, mini-Party Bus, oxygen tanks, etc.



## Building 2003 – Hangar 8

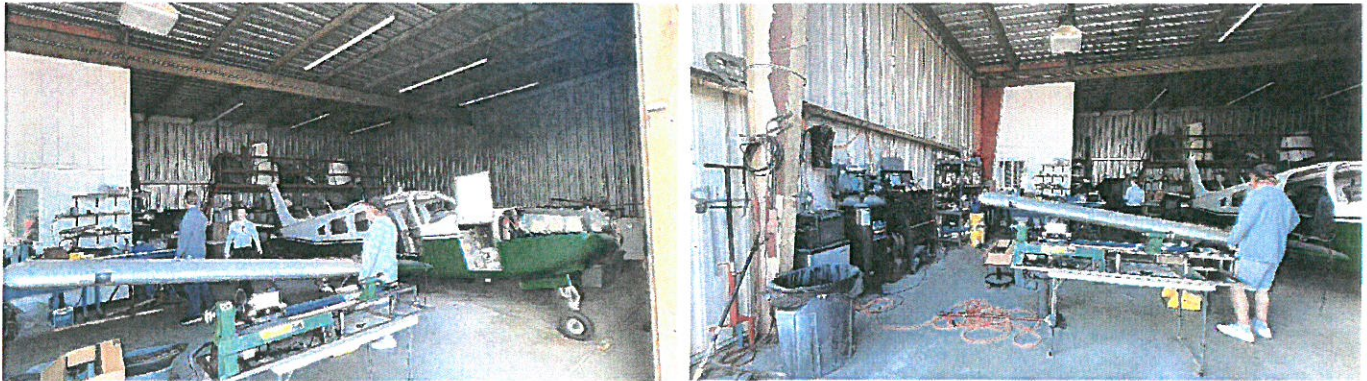


### Violation(s):

1. Uses. Storage of non-aviation items including large quantities of flammable liquids, i.e., barrels of oxidizer and other unidentified liquids. Remove all hazardous flammable barrels of liquids and cease all activities related to painting.



### Building 2003 – Hangar 10



### Violation(s):

1. Uses. Business operation in unpermitted structure and storage of painting equipment. Cease all business operations. Remove equipment from office area. Remove painting equipment from hangar including flammable materials. Remove all non-aviation storage.
2. Unpermitted Structure. Unpermitted improvements, office structure, stairs, exhaust equipment, electrical lines, etc. are to be permitted or demolished.

***EXHIBIT E***  
***Hangar Inspection***  
**2013 Aviation Drive**  
**(4 pages)**



## Exhibit E

### Building 2013 – Hangar 4



#### Violation(s):

1. Uses. Storage of non-aviation items. Remove all non-aviation items, i.e., computer equipment, chairs, reels of conduit, pedestal boxes, etc.



## Building 2013 – Hangar 5 & 1973 Aviation Drive



### Violation(s):

1. Uses. Operation of business & storage business supplies. ESW and its storage in hangar are a Use violation and must be remediated.
  - a. Express Signs & Wraps (ESW) operates at 1973 Aviation Drive (Parcel 4). Although ESW provide some aviation services, i.e., aircraft decals, it has been observed most of the business activity is for non-aviation purposes, i.e., fabricating wraps for vehicles and recreation vehicles. This structure also contains unpermitted additions and a dilapidated roof deck. These items require permits and repair, or demolition.
  - b. ESW utilizes Hangar 5 to store supplies and store vehicles.



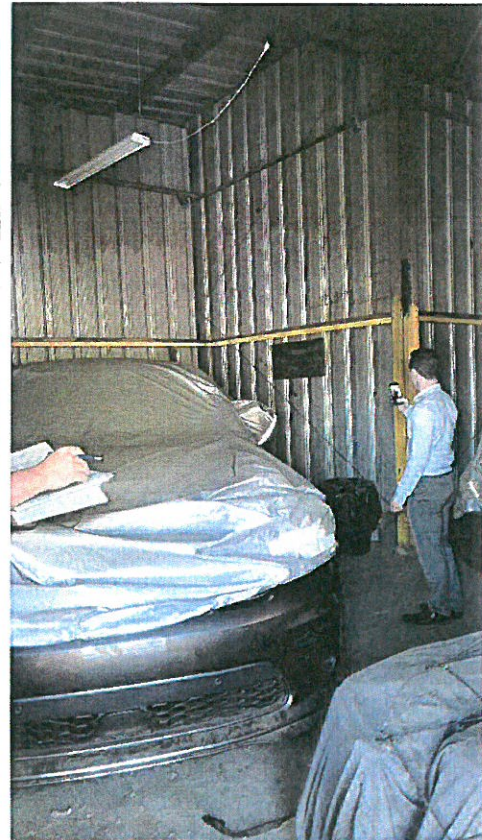
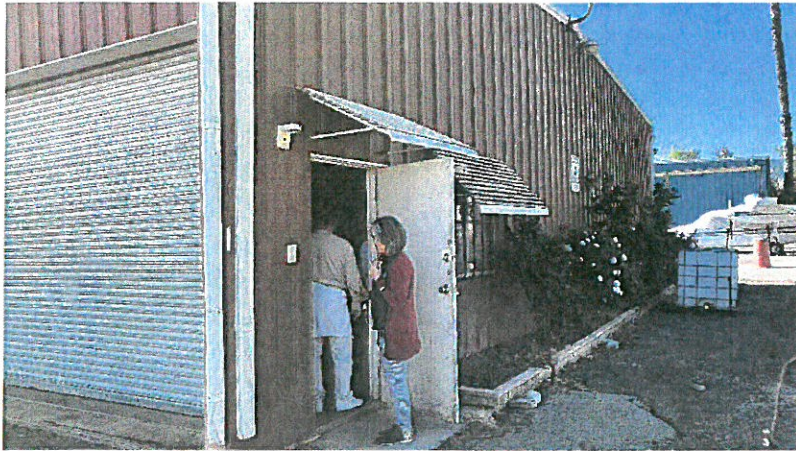
### Building 2013 - Hangar 8



#### Violation(s):

1. Uses. Storage of non-aviation items. Remove all non-aviation items, i.e., boat, bobcat, tires, etc.

**Building 2013 – ½ Hangar A & B**



**Violation(s):**

1. Uses. Storage of non-aviation items. Remove all non-aviation items, i.e., personal items, vehicles, motorcycles, etc.



Staff Report

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**File #:** 22-0652

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 08/03/2022

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

**FROM:** Fire Department

**SUBJECT:**

Inter-Agency Instructional Services Agreement between the Riverside Community College District / Moreno Valley College and the City of Corona to provide District-approved continuing education and specialized training to the Corona Fire Department.

**EXECUTIVE SUMMARY:**

City Council consideration of an Inter-Agency Instructional Services Agreement (ISA) between the Riverside Community College District / Moreno Valley College and the City of Corona. This agreement provides District-approved continuing education and specialized training to the Corona Fire Department. An ISA is mutually beneficial as the instructional costs are shared between the involved parties, and the students receive college credit.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Approve an Instructional Services Agreement between Riverside Community College District / Moreno Valley College and the City of Corona.
- b. Authorize the City Manager, or his designee, to execute all documents under the Inter-Agency Instructional Services Agreement between Riverside Community College District / Moreno Valley College and the City of Corona.
- c. Approve an appropriation and estimated revenue increase in the amount of \$30,240 from the General Fund to the Fire Department Operating Budget.

**BACKGROUND & HISTORY:**

Numerous California community college districts have arrangements with public agencies known as "instructional service agreements" (ISA). This agreement allows an outside organization to partner



with a community college to provide collegiate-level training for its employees. ISAs are mutually beneficial as the instructional costs are shared, and students receive college credit. ISAs provide a mechanism for a portion of the State of California educational allotment of funding to be shared with partner agencies.

Many Southern California fire departments have existing ISAs with local community colleges to facilitate training and continuing education for their employees. In 2006, the City of Corona entered into an ISA with the Rancho Santiago Community Services District for fire department training. The ISA was not renewed and expired in 2016 due to a new requirement that future ISAs must be with an agency's corresponding community college district. Riverside Community College District / Moreno Valley College (RCCD/MVC) has current ISAs with the City of Murrieta Fire Department, the City of Riverside Fire Department, and the Riverside County Fire Department.

### **ANALYSIS:**

The Corona Fire Department (CFD) seeks to enter an ISA with RCCD/MVC to obtain cost recovery for eligible training conducted in-house by the CFD training division. RCCD/MVC will involve the fire department as an independent contractor to provide in-service training, continuing education, and specialized training instruction for fire, rescue, and emergency medical services.

Corona Fire Captains and Chief Officers with six years of experience in the fire service will be recognized as "experts in the field" and qualify under RCCD/MVC "equivalency" requirements as "non-paid instructors of record." CFD personnel who attend in-service training, continuing education, or specialized training hosted by the CFD training division will be enrolled with RCCD/MVC and be subject to the standard tuition fee of \$46/unit. The RCCD/MVC will reimburse the fire department \$3.50 per instructional hour (48 hours for one instruction unit) or \$168 per unit. The net difference between the tuition and the instructional rate is \$122 for every 48 hours of instruction. RCCD/MVC would invoice the CFD training division quarterly for the student tuition fees derived from the fire department's quarterly submitted training hours reports. The revenues generated under this agreement will cover the necessary tuition expenses for the CFD; the remaining revenue will be used to purchase supplies and equipment to enhance the CFD's training program.

In FY 2023, anticipated revenues of \$30,240 will be generated, equating to 180 units or 8,640 instructional hours. College tuition expenses of \$8,280 will be funded by the instructional revenue. The balance of \$21,960 will be allocated toward additional CFD training and associated materials and equipment.

The ISA will provide an ongoing, dedicated revenue source to sustain and enhance fire department training activities.

### **FINANCIAL IMPACT:**

Approval of the recommended actions will result in an appropriation and estimated revenue increase in the amount of \$30,240 from the General Fund to the Fire Department's FY 2023 Training and Safety budget. Recurring revenues generated by the ISA will be appropriated annually in the Fire Department's Training and Safety operating budget to fund recurring tuition costs and training activities. There is sufficient available fund balance for the recommended actions.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves an agreement for District-approved continuing education and specialized training for the Fire Department, and there is no possibility that this project will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** JUSTIN MCGOUGH, DEPUTY FIRE CHIEF

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

**Attachments:**

1. Exhibit 1 - Instructional Services Agreement (ISA)

## **INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this August 1st, 2022, by and between the CITY OF CORONA, a California municipal corporation, by and through the CORONA FIRE DEPARTMENT (herein after referred to as "DEPARTMENT"), and the RIVERSIDE COMMUNITY COLLEGE DISTRICT, a special district, on behalf of the Moreno Valley College (herein after referred to as "DISTRICT").

### **RECITALS**

**WHEREAS**, under Government Code Section 53060 and Education Code Section 78021, the DISTRICT desires to contract with the DEPARTMENT as an independent contractor to the DISTRICT for instructional services; and

**WHEREAS**, DEPARTMENT has the personnel expertise and equipment to provide the special services required herein; and

**WHEREAS**, the public interest, convenience and general welfare will be served by this contract.

**NOW THEREFORE**, DEPARTMENT and DISTRICT agree to the following:

### **PROVISIONS OF THE AGREEMENT**

#### **A. DEPARTMENT'S RESPONSIBILITIES:**

1. Services. DEPARTMENT's responsibility shall be to diligently furnish to the DISTRICT the services as set forth in Attachment A, hereby incorporated into this Agreement by this reference.
2. Student Attendance Records. Records of student attendance and achievement will be maintained by DEPARTMENT. Records will be open for review at all times by officials of the DISTRICT and submitted to the DISTRICT when requested to meet reporting requirements of the State Chancellor.

#### **B. DISTRICT'S RESPONSIBILITIES:**

1. Job Market Study. The DISTRICT's governing board shall ensure that the requirements of Education Code Section 78015 have been met and the results justify the proposed vocational education program.
2. Educational Program. DISTRICT is responsible for the educational program that will be conducted on site.
3. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a DISTRICT employee who has met the minimum qualifications for instruction in a vocational subject in a California community college.



4. Instructor Who is Not a DISTRICT Employee. Where DEPARTMENT's instructor is not a paid employee of the DISTRICT, the DISTRICT shall have a written agreement with each such instructor who is conducting instruction for which Full Time Equivalency Students ("FTES") are to be reported. The agreement shall state that the DISTRICT has the primary right to control and direct the instructional activities of DEPARTMENT's instructor. Any DEPARTMENT instructor providing or participating in any instructional services or activities under this Agreement shall not be paid or compensated in any manner by the DISTRICT for any such services or activities. DEPARTMENT shall pay all wages, salaries, benefits and other amounts due to the DEPARTMENT's instructors in connection with this Agreement as required by law.
5. Qualifications of Instructors. DISTRICT shall list the minimum qualifications for instructors teaching pursuant to this Agreement. Such qualifications shall be consistent with requirements in other similar courses given within the DISTRICT.
6. Control of and Direction for Instructors. DISTRICT shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its regular instructors on campus.
7. Courses of Instruction. As specified in Attachment A to this Agreement, the DISTRICT will make available to the DEPARTMENT all courses listed in the course catalog and additional topics classes consistent with DISTRICT standards for curriculum adoption. DISTRICT will ensure course outlines of record for such courses are approved by the DISTRICT's curriculum committee as meeting Title 5 course standards, and that the courses have been approved by the DISTRICT's board of trustees.
8. Different Sections of Courses. DISTRICT shall have procedures that ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this Agreement, and the students shall be held to a comparable level of rigor.
9. Enrollment. DISTRICT will advise DEPARTMENT of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.
10. Obtaining Approval of Degree and Certificate Program. The DISTRICT's governing board shall ensure that the requirements of Education Code Section 78015 have been met to justify that degree and certificate programs have been approved by the State Chancellor's Office.

11. Classes Held Outside of DISTRICT. If the classes are to be located outside the boundaries of the DISTRICT, the DISTRICT must comply with the requirements of Title 5 concerning approval by adjoining high school or community college districts and use of non-DISTRICT facilities.
12. Funding Source. DISTRICT shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.
13. Certification. DISTRICT is responsible for obtaining verification that the instruction activity to be conducted will not be fully funded by other sources.

#### C. FEES

1. DEPARTMENT Fee and Expenses. The fee to be paid by DISTRICT to DEPARTMENT for the services and materials to be supplied hereunder is \$3.50 per student contact hour.
  - a. Invoices. The DEPARTMENT shall invoice the DISTRICT at intervals prescribed by the DISTRICT, supplying documentation acceptable to the DISTRICT of student contact hours. DEPARTMENT instructors will turn in reports directly to DEPARTMENT after class has concluded. Invoices shall be sent to the Dean of Instruction office at Moreno Valley College, Ben Clark Education Center, 20629 11<sup>th</sup> Street, Riverside, CA, 92518.
2. DISTRICT Enrollment Fees. The DISTRICT shall invoice the DEPARTMENT for enrollment fees set forth by the State Legislature and other fees meeting the requirements set forth in the Student Fee Handbook by the California Community Colleges Chancellor's Office. The DEPARTMENT recognizes that out-of-state tuition fees will be charged for students who are not California residents. The payment shall be sent to the Dean of Instruction at Moreno Valley College, Ben Clark Education Center, 20629 11<sup>th</sup> Street, Riverside, CA, 92518 upon course completion. The DISTRICT invoice will include course name, course date, first and last name of student and the cost for each student.

#### D. TERMS AND CONDITIONS

1. Facilities. DEPARTMENT and DISTRICT agree that the course shall be held at facilities that are clearly identified as being open to the general public.
2. Open Enrollment. DISTRICT and DEPARTMENT agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. The DISTRICT's policy on open enrollment is published in the DISTRICT catalogue and schedule of classes (California Code of Regulations., Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. Class will also be advertised on the DEPARTMENT website, [www.coronaca.gov/government/departments-](http://www.coronaca.gov/government/departments-)

divisions/fire-department.

3. Support Services for Students. Both DEPARTMENT and DISTRICT shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).
4. Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
5. Term of Agreement. This Agreement shall be effective as of the date signed and shall continue in effect for five (5) years. Either party may cancel or terminate this Agreement without cause upon thirty (30) days' prior written notice given to the other party.
6. Termination for Cause. The DISTRICT may terminate this Agreement and be relieved of any consideration to DEPARTMENT should DEPARTMENT fail to perform the covenants herein at the time and in the manner provided. In the event of such termination the DISTRICT may proceed with the work in any manner deemed proper by the DISTRICT. The cost to the DISTRICT shall be deducted from any sum due the DEPARTMENT under this Agreement.
7. Notices. Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:  

CORONA FIRE DEPARTMENT City of Corona Fire Chief 735 Public Safety Way Corona, CA 92882	RIVERSIDE COMMUNITY COLLEGE DISTRICT Dean of Instruction Moreno Valley College 16888 Bundy Avenue Riverside, CA 92518
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- Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.
8. Assignment. This Agreement shall not be assigned by either party in whole or in part. Any such purported assignment voids this Agreement.
9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Amendments. No amendments of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

11. Disputes.

- a. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this agreement shall be brought to the attention of the chief administrative officer (or designated representative) of each organization for joint resolution;
- b. In the event a joint resolution cannot be reached between the parties and litigation or arbitration ensues between the parties to enforce any of the provisions of this agreement or any right of either party to this agreement, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as part of the judgment rendered in such litigation or arbitration.

E. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

F. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier,

created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto on the day and year first written above.

**RIVERSIDE COMMUNITY  
COLLEGE DISTRICT**

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

By: \_\_\_\_\_  
Aaron Brown Vice Chancellor,  
Business and Financial Services

**City of Corona**

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

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

ATTEST: \_\_\_\_\_  
Sylvia Edwards  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Dean Derleth  
City Attorney

**ATTACHMENT “A”**  
**INTER-AGENCY SERVICES TO BE PROVIDED**

1. Teaching Approved Curriculum: All student contact hours submitted by the DEPARTMENT to DISTRICT shall be part of a course of instruction that has either been approved by the DISTRICT's Curriculum and Instruction Council or has been accepted as a topics course and approved by the DISTRICT's Chief Instructional Officer.
2. Instructor Qualifications: All student contact hours submitted by the DEPARTMENT to the DISTRICT shall have been taught under the line-of-sight supervision of instructors who meet the DISTRICT's minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors. This expertise is furnished at the expense of DEPARTMENT. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. Non-overlap With Other Funding Sources: The above instructional hours is conducted as FTES under courses through the Fire Technology Department of the DISTRICT, and the DEPARTMENT certifies that no student contact hours will be submitted to the DISTRICT which also have been or will be submitted for California Fire Fighter Joint Apprenticeship Committee (CFF JAC), funding or state sponsored colleges.
4. Enrollment of Students: The DISTRICT will supply current student enrollment forms to the DEPARTMENT. The DEPARTMENT will return properly completed enrollment forms and enrollment fees to the DISTRICT. The DEPARTMENT recognizes that out-of-state tuition fees will be charged for students who are not California residents. Student attendance and achievement records will be maintained by the DEPARTMENT and be available for review by DISTRICT at normal business hours.
5. Instructional Activities: The Administrators of the DISTRICT and the DEPARTMENT and/or their designees will meet at mutually agreed intervals to plan, review class hours to meet performance objectives, schedule, and budget for instructional activities. The joint consent of the DISTRICT and the DEPARTMENT shall precede any instructional activity and include supervision and evaluation of students and student withdrawals prior to completion of a course.
6. Safety Advocacy: The DEPARTMENT and the DISTRICT will ensure that the most current safety processes related to the COVID pandemic issued through Executive Order, Cal OSHA, or the Riverside Department of Public Health will be adhered to, including mandated testing and vaccination criteria, thereby ensuring the safety of students and instructors.



Staff Report

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**File #:** 22-0657

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 08/03/2022

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

**FROM:** Human Resources Department

**SUBJECT:**

Side Letter with City of Corona Supervisors Association, on adding additional work schedule options.

**EXECUTIVE SUMMARY:**

City Council consideration for approval of the Side Letter with Corona Supervisors Association to add a 3/12 - 4/12 work schedule. This addition would align more closely with the work schedules allowed for Corona Public Service Employees Association.

**RECOMMENDED ACTION:**

**That the City Council** authorize the City Manager, or his designee, to approve the attached Side Letter of Agreement modifying the 2021-2024 Memorandum of Understanding between the Corona Supervisors Association.

**BACKGROUND & HISTORY:**

Section 5.2 - Work Schedules of current 2021-2024 Memorandum of Understanding ("MOU") between the City of Corona and Corona Supervisors Association ("CSA") states the following:

- A 5/40 schedule consists of a weekly work schedule of five (5) consecutive workdays of eight (8) consecutive hours each.
- A 9/80 schedule consists of alternate weeks of four (4) consecutive workdays of nine (9) consecutive hours each, followed by five (5) consecutive workdays, four of which consist of nine (9) consecutive hours each and one (1) day of eight (8) consecutive hours.
- A 4/10 schedule consists of a weekly work schedule of four (4) consecutive workdays of 10 consecutive hours each.
- A 2/12 - 2/8 schedule consists of a weekly work schedule of two (2) 12-hour shifts and two



(2) 8-hour shifts in the workweek. The four workdays are consecutive.

At present, the 3/12 - 4/12 work schedule is not included in the MOU as an approved schedule for staff positions within the Corona Supervisors Association (CSA).

**ANALYSIS:**

Staff positions within the Corona Public Service Employees ("CPSEA") allow for a 3/12 - 4/12 work schedule. Since CPSEA are primarily supervised by Corona Supervisors Association ("CSA"), it is imperative that both units are able to work similar schedules.

The following work schedule has been proposed by CSA:

- A 3/12 - 4/12 schedule consists of alternate weeks of 3 consecutive workdays of 12 consecutive hours each, followed by 4 consecutive workdays of 12 consecutive hours each.

Human Resources is in support of this addition of the CSA MOU as this will now mirror that of CPSEA Work Schedules.

**FINANCIAL IMPACT:**

Approval of the additional work schedule could apply to various supervisory positions throughout the organization. Currently, the Public Safety Dispatch Supervisors have requested to implement the 3/12 - 4/12 schedule. With the dispatch functioning at full staff, the schedule change would result in an additional four (4) hours of overtime per two-week payroll period for four (4) positions. The additional overtime hours would cost approximately \$126,000 per fiscal year, at full staffing. However, in the current fiscal year, the Police Department could experience savings by implementing the revised schedule, based on current staffing levels and overtime hours. The salaries/benefits budget for the dispatch function in the Police Department's Fiscal Year 2023 operating budget is sufficient for the proposed work schedule. The budget for future fiscal years will be included through the annual budget process.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. There is no possibility that the acceptance of this report will have a significant effect on the environment.

**PREPARED BY:** REBECCA CHRISTOPHER, HUMAN RESOURCES SUPERVISOR

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

**Attachments:**

1. Exhibit 1 - Side Letter to the 2021-2024 CSA MOU

# **SIDE LETTER OF AGREEMENT**

BETWEEN

**CITY OF CORONA**

AND

**CORONA SUPERVISORS ASSOCIATION**

This Side Letter of Agreement ("Agreement") between the City of Corona ("City") and the Corona Supervisors Association, ("CSA") is entered into with respect to the following:

**WHEREAS**, the Parties are parties to a Memorandum of Understanding (MOU) that expires on December 31, 2024; and

**WHEREAS**, the Parties' MOU includes a provision in Section 5.2 entitled "Work Schedules" which the Parties would like to modify for the purpose of adding a 3/12 – 4/12 schedule which consists of alternate weeks of 3 consecutive workdays of 12 consecutive hours each, followed by 4 consecutive workdays of 12 consecutive hours each for the Parties' MOU; and

**WHEREAS**, the creation of the a 3/12 – 4/12 schedule also requires a modification to Section 5.1 of their MOU; and

**WHEREAS**, the following sets forth the Parties' Agreement:

1. The Parties agree that Section 5.1 of their MOU is amended as set forth by the track changes below:

## **Section 5.1 – The Defined FLSA Work Period**

The workweek for all members of the unit shall be 168 regularly recurring hours. For employees working a schedule other than the 9/80 and 3/12 – 4/12 work schedule, the workweek shall begin on Saturday at 12:00 a.m. and end at 11:59 p.m. the following Friday.

For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four (4) hours after the start time of their eight (8) hour shift on the day of the week that corresponds with the employee's alternating regular day off.

For employees assigned to work the 3/12 – 4/12 work schedule, they are scheduled to work 84 hours per pay period. The FLSA workweek for these employees shall end exactly six (6) hours after the start time of the first shift in the employee's workweek in which the employee is scheduled to work four consecutive shifts in the workweek.

2. The Parties agree that Section 5.2 of their MOU is amended as set forth by the track changes below:

## **Section 5.2 – Work Schedules**

The following types of work schedules exist for employees in the unit:

- A 5/40 schedule consists of a weekly work schedule of five (5) consecutive workdays of eight (8) consecutive hours each.

- A 9/80 schedule consists of alternate weeks of four (4) consecutive workdays of nine (9) consecutive hours each, followed by five (5) consecutive workdays, four of which consist of nine (9) consecutive hours each and one (1) day of eight (8) consecutive hours.
- A 4/10 schedule consists of a weekly work schedule of four (4) consecutive workdays of 10 consecutive hours each.
- A 2/12 – 2/8 schedule consists of a weekly work schedule of two (2) 12-hour shifts and two (2) 8-hour shifts in the workweek. The four workdays are consecutive.
- A 3/12 – 4/12 schedule consists of alternate weeks of 3 consecutive workdays of 12 consecutive hours each, followed by 4 consecutive workdays of 12 consecutive hours each.
- Where the term “consecutive hours” is used herein, it is exclusive of unpaid meal breaks.

The City may modify employees' hours, e.g. implementation of flexible working schedules, especially as it relates to exceptionally uncomfortable temperatures. A department head retains the right to make de minimis changes (30 minutes or less) to the shift schedule (i.e., start and end time of an employee's work shift). The intent of the parties is not to allow multiple de minimis changes to consistently push an employee's start and end time forward or backward. Any other changes to an employee's work schedule or shift schedule are subject to meet and confer. However, if an employee requests to have their work or shift schedule changed and their supervisor agrees, the Human Resources Department and the Association shall be notified prior to the schedule change. The Association agrees that if requested to meet and confer over a work or shift schedule change, it will do so promptly, no later than two weeks after the request.

**FOR THE CITY OF CORONA**

\_\_\_\_\_  
Jacob Ellis  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Angela Rivera  
Chief Talent Officer

\_\_\_\_\_  
Date

**FOR THE CORONA SUPERVISORS ASSOCIATION**

\_\_\_\_\_  
Frank Garza  
President, CSA

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

\_\_\_\_\_  
Peter J. Brown  
Attorney for City of Corona

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rick Wurts  
CSA Negotiator

\_\_\_\_\_  
Date



Staff Report

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**File #:** 22-0658

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

**DATE:** 08/03/2022

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

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

**SUBJECT:**  
Second Amendment to Maintenance/General Services Agreement with Valverde Construction, Inc. for On-Call Emergency - Essential Systems Repair Services for Potable Water - Reclaimed Water - Wastewater.

**EXECUTIVE SUMMARY:**

The City and Lab Holding, LLC are conducting improvements to the Corona Mall South property to revitalize the commercial center. Lab Holding, LLC owns 6 retail parcels on the property, and the City owns the parking lot. The City plans to reconstruct the parking lot as part of the revitalization and is proposing to utilize the services of its on-call contractor, Valverde Construction, Inc., for the replacement of Asbestos Cement Pipe underneath the parking lot. An amendment to the Maintenance/General Services Agreement with Valverde Construction, Inc. is needed in order to utilize them for this project.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council approve the Second Amendment to Maintenance/General Services Agreement with Valverde Construction, Inc. for On-Call Emergency - Essential Systems Repair Services for Potable Water - Reclaimed Water - Wastewater to increase the total compensation by \$615,721 to perform the asbestos cement pipe replacement work.
- b. City Council authorize the City Manager, or his designee, to execute the Second Amendment to Maintenance/General Services Agreement with Valverde Construction, Inc., for a total contract amount of \$835,721 and approve necessary change orders up to 10% or \$83,572 including making minor and non- substantive changes as authorized in Corona Municipal Code

Section [3.08.060 \(J\)](#).

- c. City Council authorize the Purchasing Manager to issue a change order to the On-Call Emergency - Essential Systems Repair Services for Potable Water - Reclaimed Water - Wastewater blanket purchase order for Valverde Construction, Inc. in the amount of \$615,721.
- d. Corona Utility Authority review, ratify, and to the extent necessary direct the City Council to take the above actions.

**BACKGROUND & HISTORY:**

The City of Corona operates and maintains hundreds of miles of water pipeline, reclaimed water pipeline, and sewer pipelines, and thousands of system/control valves and fire hydrants. This infrastructure can experience issues in the system due to various factors, including soil movement, material age, and corrosion. In order to ensure the City is able to provide continuous, uninterrupted service to keep Corona's utilities fully operational, the services of on-call contractors are needed to perform emergency repairs and replacement of the City's water and wastewater infrastructure at any time during a 24-hour period.

On March 3, 2021, the Purchasing Division issued Request for Proposals (RFP) No. 21-057RH for On-Call/Emergency Essential Systems Repair Services for: Potable Water - Reclaimed Water - Wastewater. The City received nine proposals, and all proposals were reviewed by a 3-person evaluation panel of City staff. The proposals were reviewed based on the qualifications of the firms, experience of personnel, completeness, timeliness of response, competitive cost and price, and project plan and completeness. The top three candidates were identified by the panel to perform repair and replacement work on an as-needed basis with competitive labor and equipment hourly rates.

On June 16, 2021, the City Council awarded RFP 21-057RH for On-Call and Emergency Repair Services for Potable Water, Reclaimed Water, and Wastewater Essential Systems to Valverde Construction, Inc. (Valverde), Augustine General Engineering (Augustine), and W.A. Rasic Construction Co. Inc. (WARasic). Maintenance/General Service Agreements (MGSA) were executed with all three contractors for an initial two-year term beginning in Fiscal Year 2022 with two optional two-year extensions in the amount of \$200,000 each.

On July 14, 2022, a First Amendment to the MGSA with Valverde was executed as part of the Fiscal Year 2023 blanket purchase order process, which increased the contract value by \$20,000 for a total amount not to exceed \$220,000.

**ANALYSIS:**

On June 9, 2022, the City contacted the three on-call contractors, Valverde, Augustine, and WA Rasic, to request pricing proposals for the replacement of two sections of 8" Asbestos Cement Pipe (ACP) running east-west through the Corona Mall South property. The replacement of the ACP is part of a series of improvements the City and Lab Holding, LLC (Lab) are conducting in support of Lab's efforts to revitalize the Corona Mall properties. Lab currently owns 6 retail parcels in the Corona Mall

South, and the City owns the parking lot. As part of the revitalization of the property, the City plans to reconstruct the parking lot on the Corona Mall South property to coincide with improvements Lab will commence later this month to revitalize the commercial center.

There is approximately 978 linear feet (LF) of 8" ACP running underneath the Corona South Mall parking lot. Corona recently replaced a failed ACP waterline after a street pavement project at Canary Lane; the ACP waterline failed at approximately 59 years of service.

ACP's useful life is estimated to be approximately 70 years, but this life span is dependent on several major factors that include the ACP's physical characteristics of age (the ACP pipes targeted for replacement are 50+ years of age), buried underground environment, internal pipe degradation due to its operation pressure, flow rate, and biodegradation of the pipe wall thickness. Such ACP degradation, combined with the proposed reconstruction of the Corona Mall South, can accelerate the ACP degradation or cause catastrophic failure of potable water pipes from construction activities like soils compaction that can vibrate the pipes and crack them. Therefore, replacement of the ACP is recommended prior to the reconstruction of the parking lot. Given the ACP waterline failure at Canary Lane, Corona staff has decided to proactively replace the ACP waterlines under the Corona Mall that will be experiencing similar construction stressors of soils and pavement compaction during the parking lot reconstruction.

In order to stay on track with the improvement schedule for the Corona Mall property and complete the construction of the parking lot prior to the opening of the Lab project, staff is proposing to utilize the services of its on-call contractors for the replacement of the ACP. Staff contacted all three contractors to request pricing proposals for this project, and their responses area listed below.

<b>Contractor Name</b>	<b>Amount</b>
Valverde Construction Inc.	\$615,721
Augustine General Engineering	\$640,795
W.A. Rasic Construction Co. Inc.	Declined to Bid

Staff recommends awarding the project to Valverde and amending their Maintenance/General Services Agreement to include this project in the amount of \$615,721.

The estimated time for construction for the ACP replacement project is 45 working days. Following completion of the ACP replacement, staff will proceed with the remaining steps to repave the parking lot.

#### **FINANCIAL IMPACT:**

Funding for the recommended actions is available in the Capital Improvement Project titled, "6th Street Beautification and Revitalization," CIP No. 76730 within the American Rescue Plan Act (ARPA) Fund 413. The current available balance in CIP No. 76730 is \$7,839,958, which is sufficient for the recommended actions. American Rescue Plan Act funds dedicated to the 6th Street Beautification and Revitalization Project coincide with the development of the Corona Mall property.



**ENVIRONMENTAL ANALYSIS:**

This action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which is defined as "Existing Facilities - 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 beyond that existing at the time of the CEQA determination" and is, therefore, exempt from CEQA. This action merely involves replacement of existing infrastructure to maintain public health and safety. Therefore, no environmental analysis is required. A "Notice of Exemption" from the requirements of the California Environmental Quality Act (CEQA) will be filed with the County of Riverside.

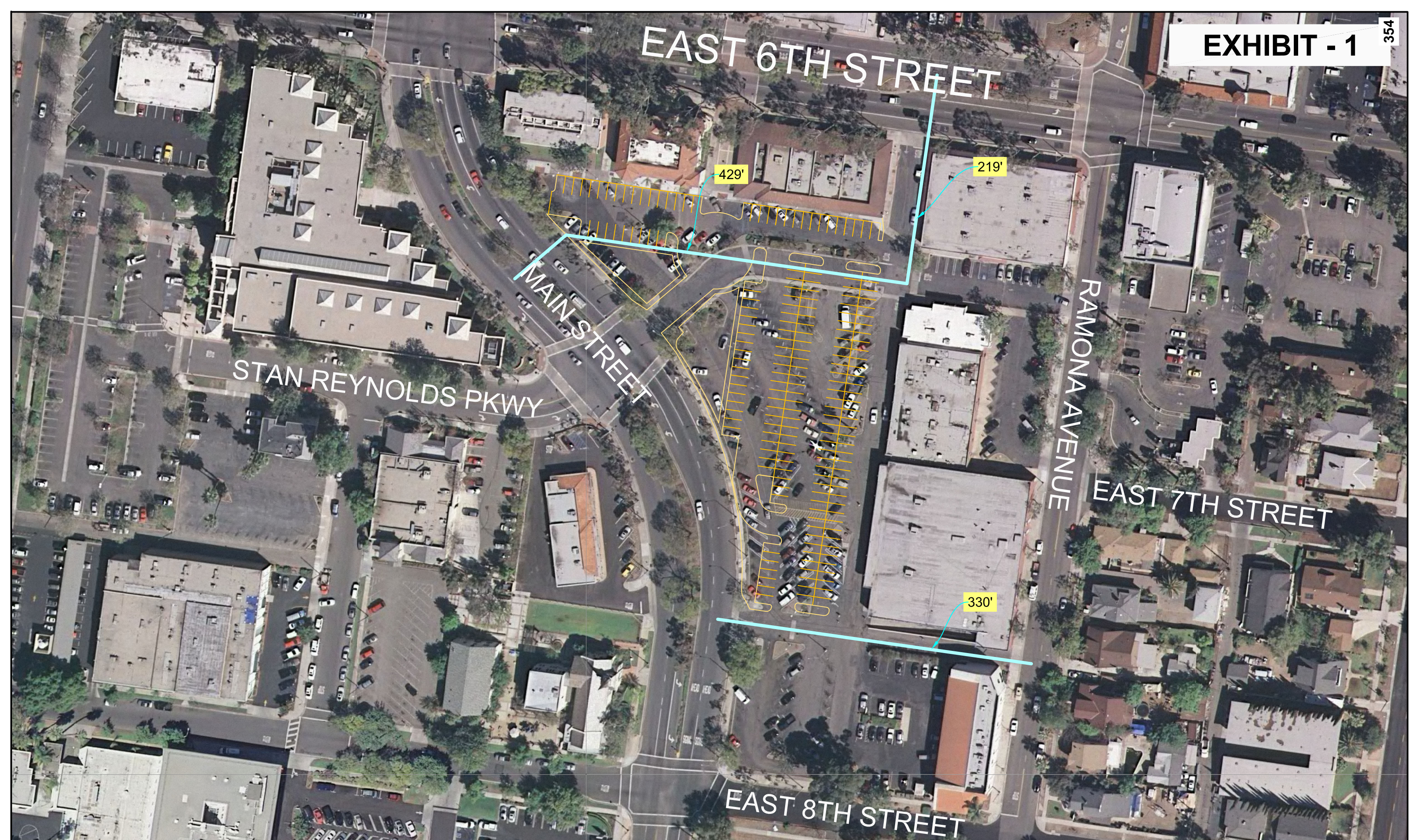
**PREPARED BY:** BARRY GHAEMI, SENIOR ENGINEER

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

**Attachments:**

1. Location Map
2. Second Amendment to Maintenance/General Services Agreement with Valverde Construction, Inc





ASBESTOS CONCRETE PIPE REPLACEMENT

PROPOSED REMOVE AND REPLACE OF ASBESTOS CONCRETE PIPE (978' linear feet)

# SOUTH CORONA MALL PARKING LOT

NO SCALE

G.S. July 27, 2022





**CITY OF CORONA  
SECOND AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH VALVERDE CONSTRUCTION, INC.  
(ON-CALL / EMERGENCY – ESSENTIAL SYSTEMS REPAIR SERVICES  
FOR POTABLE WATER – RECLAIMED WATER - WASTEWATER – RFP 21-057RH)**

**1. PARTIES AND DATE.**

This Second Amendment to the Maintenance/General Services Agreement (“Second Amendment”) is made and entered into this 3rd day of August, 2022 by and between the City of Corona (“City”) and Valverde Construction, Inc., a California corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated June 16, 2021 (“Agreement”), whereby Contractor agreed to provide On-Call / Emergency – Essential Systems Repair Services for Potable Water – Reclaimed Water – Wastewater.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about July 14, 2022 (“First Amendment”).

2.3 Call-Out Services – Corona Mall Waterline Replacement Project. Pursuant to the terms of the Agreement, City has identified certain work to assign to Contractor associated with replacing the 8-inch asbestos cement waterline running beneath the Corona Mall south parking lot (“Waterline Replacement Work”). The Waterline Replacement Work is to be funded with monies obtained by the City pursuant to the American Rescue Plan Act of 2021 (“ARPA”).

2.4 Amendment. City and Contractor desire to amend the Agreement for the second time to (1) ensure that the Waterline Replacement Work is performed pursuant to all federal ARPA funding requirements associated with upgrading local water infrastructure; and (2) increase the compensation by \$615,721 for fiscal year ending June 30, 2023, in exchange for Contractor performing the Waterline Replacement Work.

**3. TERMS.**

3.1 Waterline Replacement Work. The Parties agree that the Waterline Replacement Work described in Exhibit “D” attached hereto and incorporated herein by reference is hereby assigned to Contractor pursuant to the ARPA funding requirements. Contractor shall be entitled to the compensation set forth in Exhibit “D” in exchange for performing the Waterline Replacement Work.

3.2 Federal Contract Provisions. Contractor expressly agrees that the compensation for the Waterline Retrofit Work set forth in Exhibit “D” shall include all costs associated with compliance with federal contracting requirements. While it shall be Contractor’s sole responsibility to research and ensure compliance with all federal contracting requirements pursuant to ARPA, for reference purposes only such requirements shall include, but are not limited to:

3.2.1 Federal and State Prevailing Wage. Contractor and its subcontractors shall comply with the higher of the state or federal prevailing wage rates for workers performing work on federally funded or assisted construction contracts covered by the Davis-Bacon Act.

3.2.2 Davis-Bacon Act. The requirements set forth in the Davis-Bacon Act, 40 U.S.C. 3141 et seq, are incorporated herein by this reference. For covered contracts in excess of \$2,000 for the construction, alteration or repair of public buildings and public works, such requirements include, but are not limited to requiring Contractor and its subcontractors to pay their laborers and mechanics employed under contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area set forth in the Department of Labor Federal Wage Determination in Exhibit “E” attached hereto and incorporated herein by reference. Contractors and subcontractors are required to pay all mechanics and laborers employed directly on the site of work, unconditionally not less than once per week.

3.2.3 Contract Work Hours and Safety Standards Act. The requirements set forth in the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq. are incorporated herein by this reference. Such requirements include, but are not limited to, (1) for covered contracts in excess of \$100,000 Contractor and its subcontractors must pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked in excess of 40 in a week; (2) Contractor shall post in a prominent and accessible place at the work site the Davis-Bacon employee rights poster, form WH1321 Rev 10/17; (3) provide weekly statement of wages and fringe benefits statements paid to each employee engaged in covered work; and (4) maintain payroll records for each covered worker for a minimum of three years.

3.2.4 Copeland Anti-Kickback Act. The requirements set forth in the Copeland Anti-Kickback Act, 18 U.S.C. 874, 40 U.S.C. 3145 and 29 CFR Part 3 are incorporated herein by this reference. For covered contracts in excess of \$2,000, such requirements include, but are not limited to, (1) prohibiting Contractor and its subcontractors performing work from any way inducing an employee to give up any part of the compensation to which he or she is entitled; and (2) Contractors and subcontractors paying their employees on a weekly basis and submitting payroll reports of the wages paid to their laborers and mechanics, during the preceding payroll period. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor or subcontractor.

3.2.5 Equal Employment Opportunity. Contractor and its subcontractors shall comply with the requirements set forth in 41 CFR Part 60 incorporated herein by this reference, including but not limited to, the Equal Opportunity Clause required under Executive Order

11246, as amended by Executive Order 11375, set forth at 41 CFR 60-1.4(b) regarding discrimination and affirmative action on the basis of race, color, religion, sex or national origin.

3.2.6 Clean Air Act. The requirements set forth in the Clean Air Act (42 U.S.C. 7401 et seq.) are incorporated herein by reference and Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act as amended. Contractor agrees to report each violation to the City and Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance funds.

3.2.7 Federal Water Pollution Control Act. The requirements set forth in the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) are incorporated herein by reference and Contractor shall comply with all applicable standards, orders or regulations pursuant to the federal Water Pollution Control Act. Contractor agrees to report each violation to the City and Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance funds.

3.2.8 Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 189.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). Contractor and its subcontractors must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any subcontract or lower tier covered transaction it enters into.

3.2.9 Byrd Anti-Lobbying Amendment. The requirements set forth in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) are incorporated herein. By signing this Second Amendment, Contractor certifies, to the best of his or her knowledge and belief, that (1) no federal funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement; (2) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, contract, loan or cooperative agreement, Contractor shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) Contractor shall require that the language of this certification be included in agreements for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and (d) the certification is a material representation of fact upon which reliance is placed when this Agreement was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.2.10 Procurement of Recovered Materials. Contractor and its subcontractors shall comply with the applicable requirements set forth in Section 6002 of the Solid Waste Disposal Act. Contractor shall make the maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired either, (1) competitively within a timeframe providing for compliance with the Agreement performance schedule; (2) meeting Agreement performance requirements; or (3) at a reasonable price.

3.2.11 Prohibition on Contracting for Covered Telecommunications Equipment or Services. Contractor and its subcontractors shall comply with all applicable requirements of 2 CFR 200.216 prohibition on certain telecommunications and video surveillance services or equipment from certain entities for national security reasons. Unless an exception applies, Contractor and its subcontractors may not use federal assistance grant, cooperative agreement, loan or loan guarantee funds to procure any equipment, system or service or enter into, extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Pursuant to Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

3.2.12 Domestic Preferences for Procurements. Contractor and its subcontractors shall comply with all applicable requirements of 2 CFR 200.322 domestic preferences for procurements. As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent possible provide a preference for the purchase, acquisition, or use of goods, products, or materials in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

3.2.13 Access to Records. Contractor agrees to provide City and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3.2.14 Reporting Requirements. Upon execution of this Agreement and until three years following final disbursement, Contractor and its subcontractors shall maintain records pertaining to this Agreement for each covered worker and make available for inspection to the City upon request.

3.3 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) of the Agreement, as amended by the First Amendment, is hereby deleted in its entirety and replaced with 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” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Eight Hundred Thirty-five Thousand Seven Hundred Twenty-one Dollars (\$835,721) per fiscal year ending June 30, 2023 (“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.”

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

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

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

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE  
FOR  
SECOND AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH VALVERDE CONSTRUCTION, INC.  
(ON-CALL / EMERGENCY – ESSENTIAL SYSTEMS REPAIR SERVICES  
FOR POTABLE WATER – RECLAIMED WATER - WASTEWATER – RFP 21-057RH)**

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

**CITY OF CORONA**

By: \_\_\_\_\_  
Savat Khamphou  
Public Works Director/City Engineer

Reviewed By: \_\_\_\_\_  
Tom Moody  
Director of Utilities

Reviewed By: \_\_\_\_\_  
Barry Ghaemi  
Senior Engineer

Reviewed By: \_\_\_\_\_  
Scott Briggs  
Acting Purchasing Manager

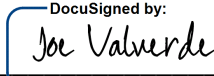
Attest: \_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California




**CONTRACTOR'S SIGNATURE PAGE  
FOR  
SECOND AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH VALVERDE CONSTRUCTION, INC.  
(ON-CALL / EMERGENCY – ESSENTIAL SYSTEMS REPAIR SERVICES  
FOR POTABLE WATER – RECLAIMED WATER - WASTEWATER – RFP 21-057RH)**

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

**VALVERDE CONSTRUCTION, INC.**  
a California corporation

By:   
\_\_\_\_\_  
Joe A. Valverde  
President

By:   
\_\_\_\_\_  
Ahron Valverde  
Corporate Secretary

**EXHIBIT "D"**  
**DESCRIPTION OF WATERLINE REPLACEMENT WORK**

Provide all labor, materials and equipment to replace two sections of 8-inch Asbestos Cement Pipe (ACP) consisting of approximately 978 linear feet, running east-west through the Corona Mall property with ductile iron pipe (DIP) per City standards.

Section 1 Located in the northern part of the mall with approximately 653 linear feet running from South Main Street to East 6<sup>th</sup> Street.

Section 2: Located in the southern part of the mall with approximately 320 linear feet, running between South Main Street and South Ramona Avenue.

Total Compensation for Waterline Replacement Work: \$615,721.00

<b>Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Line Total</b>
1	Mobilization and Demobilization	LS	1	18,500.00	18,500.00
2	Traffic Control	LS	1	7,000.00	7,000.00
3	Trench Safety and Shoring	LS	1	1,245.00	1,245.00
4	Utility Locating	LS	1	19,000.00	19,000.00
5	Sawcut and Remove AC pavement	LF	978	9.00	8802.00
6	Remove and Dispose of existing 8" asbestos cement pipe, fittings, valves, valve cans, thrust blocks, and all appurtenances for the distribution main line @ <b>Section 1</b>	LF	653	112.00	73,136.00
7	Furnish and Install 8" Ductile Iron Pipe and all needed fittings @ <b>Section 1</b>	LF	653	222.00	144,966.00
8	Potable Waterline Pressure Testing, Flushing, Disinfection, Sampling Bacteriological Testing, and Dechlorination of Discharge Water Including Temporary Fittings, Piping, and Hoses to Complete the Work @ <b>Section 1</b>	LS	1	6,500.00	6,500.00
9	Remove and Dispose of existing 8" asbestos cement pipe, fittings, valves, valve cans, thrust blocks, and all appurtenances for the distribution main line @ <b>Section 2</b>	LF	320	111.00	35,520.00
10	Furnish and Install 8" Ductile Iron Pipe and all needed fittings @ <b>Section 2</b>	LF	320	228.00	72,960.00

<b>Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Line Total</b>
11	Potable Waterline Pressure Testing, Flushing, Disinfection, Sampling Bacteriological Testing, and Dechlorination of Discharge Water Including Temporary Fittings, Piping, and Hoses to Complete the Work @ <b>Section 2</b>	LS	1	6,500.00	6,500.00
12	Furnish and Install 8" Resilient Wedge Gate Valve and Valve can per COC STD Plan 420 and 422	EA	4	3,500.00	14,000.00
13	Remove and Dispose of Fire Hydrant head and riser and abandon lateral at each end	EA	4	800.00	3,200.00
14	Furnish and Install (4) Fire Hydrants Assembly and Blue Dot Markers COC STD Plan 150, 406, 412 and 422	EA	4	11,000	44,000.00
15	Furnish and Install 6" Resilient Wedge Gate Valve and Valve can per COC STD Plan 420 and 422	EA	4	2,600.00	10,400.00
16	Furnish and Install one (1) temporary highline and (5) 1" water service connections	EA	1	13,000.00	13,000.00
17	Furnish and Install (8) 1" water service lines per COC STD Plan 150 and 414 and Re-Connect to Existing Meter Per Plans	LF	560	68.00	38,080.00
18	Crushed Miscellaneous Base (Full Trench Zone Per COC STD Plan 150)	CY	410	116.00	47,560.00
19	AC Trench Pavement Type B PG 70-10 (6" Depth Flush) Per COC STD 150	TON	104.8	490.00	51,352.00

**EXHIBIT "E"**  
**DEPARTMENT OF LABOR FEDERAL WAGE DETERMINATION**

**[ATTACHED ON FOLLOWING PAGES]**

"General Decision Number: CA20220025 04/29/2022

Superseded General Decision Number: CA20210025

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/11/2022
4	02/18/2022
5	02/25/2022
6	04/29/2022

ASBE0005-002 09/01/2021

Rates	Fringes
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Asbestos Workers/Insulator  
(Includes the application of  
all insulating materials,  
protective coverings,  
coatings, and finishes to all  
types of mechanical systems).....\$ 47.25      24.45

Fire Stop Technician  
(Application of Firestopping  
Materials for wall openings  
and penetrations in walls,  
floors, ceilings and curtain  
walls).....\$ 32.09      19.66

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ASBE0005-004 07/05/2021

Rates	Fringes
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Asbestos Removal  
worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from  
mechanical systems, whether  
they contain asbestos or not)....\$ 22.40      13.07

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BOIL0092-003 01/01/2021

Rates	Fringes
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BOILERMAKER.....\$ 46.03      38.81

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\* BRCA0004-011 05/01/2020

Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....\$ 41.48      18.63

\*The wage scale for prevailing wage projects performed in  
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
Palms, Needles and 1-15 corridor (Barstow to the Nevada  
State Line) will be Three Dollars (\$3.00) above the  
standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2021

Rates	Fringes
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MARBLE FINISHER.....\$ 35.90      14.11

TILE FINISHER.....	\$ 30.47	12.52
TILE LAYER.....	\$ 43.09	18.31

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\* BRCA0018-010 09/01/2021

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.43	14.10
TERRAZZO WORKER/SETTER.....	\$ 43.61	14.63

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CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut  
sewers or storm drains, on operations in which horizontal  
lagging is used in conjunction with steel H-Beams driven or  
placed in pre- drilled holes, for that portion of a lagged  
trench against which concrete is poured, namely, as a  
substitute for back forms (which work is performed by  
piledrivers): \$0.13 per hour additional.

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CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

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CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

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CARP0721-001 07/01/2021



	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15
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ELEC0440-001 12/27/2021		

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 49.73	3%+24.44
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....	\$ 36.99	3%+23.18
Technician.....	\$ 27.75	3%+23.18

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.  
Zone B: Any work performed in Zone (B) shall add \$12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

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ELEC1245-001 01/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	22.07
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.86
(3) Groundman.....	\$ 36.76	20.46
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.34	36.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

Rates Fringes

OPERATOR: Power Equipment  
(All Other Work)

GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

## PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material

environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

## SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted);

Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor

patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator



GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state

line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of

Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

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 IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
 Reserve-Niland,  
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
 Center-Goldstone, San Clemente Island, San Nicholas Island,  
 Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
 Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
 Naval Post Graduate School - Monterey, Yermo Marine Corps  
 Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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 LAB00300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site  
 cleanup, site preparation, removal of asbestos-containing  
 material and toxic waste, encapsulation, enclosure and  
 disposal of asbestos- containing materials and toxic waste  
 by hand or with equipment or machinery; scaffolding,

fabrication of temporary wooden barriers and assembly of  
decontamination stations.

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LAB00345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a  
Bosn'n's Chair or suspended from a rope or cable shall  
receive 40 cents per hour above the foregoing applicable  
classification rates. Workers doing guniting and/or  
shotcrete work in a tunnel shall receive 35 cents per hour  
above the foregoing applicable classification rates, paid  
on a portal-to-portal basis. Any work performed on, in or  
above any smoke stack, silo, storage elevator or similar  
type of structure, when such structure is in excess of  
75'-0" above base level and which work must be performed in  
whole or in part more than 75'-0" above base level, that  
work performed above the 75'-0" level shall be compensated  
for at 35 cents per hour above the applicable  
classification wage rate.

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LAB01184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

#### LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including  
repair and filling of cracks by any method on any surface  
in parking lots, game courts and playgrounds; carstops;  
operation of all related machinery and equipment; equipment  
repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender -

removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01184-002 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete,

the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

## TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LAB01184-004 07/01/2021

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

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LAB01414-001 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-008 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.63	22.92



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PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor,  
from the third (3rd) floor and up Additional \$1.25 per  
hour for work on the outside of the building from a swing  
stage or any suspended contrivance, from the ground up

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PLAS0200-009 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

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PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

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PLUM0016-001 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 53.83	25.36

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PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter..	\$ 36.85	24.75
Sewer & Storm Drain Work....	\$ 40.94	22.13

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ROOF0036-002 08/01/2021

	Rates	Fringes
ROOFER.....	\$ 42.07	18.92

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

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SFCA0669-002 01/01/2022

	Rates	Fringes
SPRINKLER FITTER.....	\$ 41.27	26.77

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SHEE0105-003 01/01/2022

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 50.23	29.60
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechatural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 48.28	29.46

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TEAM0011-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

## GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

## GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"



Staff Report

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**File #:** 22-0642

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 08/03/2022

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

**FROM:** Finance Department

**SUBJECT:**  
Fiscal Year 2022 Quarter 4 Budgetary Adjustments.

**EXECUTIVE SUMMARY:**

The City Council will consider budgetary adjustments for Fiscal Year 2022 based on the Quarter 4 results and staff recommendations for funding level changes. On a quarterly basis, staff presents an update to the City Council on the current fiscal year revenue and expenditures. As part of the process, departments review the operating and capital improvement project funding levels and provide recommendations for budgetary adjustments.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Authorize an Exception to Bidding pursuant to Municipal Code Section [3.08.140\(E\)](#) to Royal Industrial Solutions in the amount of \$200,000 for non-Allen-Bradley equipment and materials and authorize a Purchase Order with a total compensation amount of \$200,000 annually through June 30, 2026.
- b. Authorize the Purchasing Manager to issue a change order to Royal Industrial Solutions purchase order for non-Allen-Bradley equipment and materials in the amount of \$100,000, for a total of \$200,000 annually through June 30, 2026.
- c. Appropriate \$182,594 to the Fire Department's General Fund operating budget based on mutual aid fire activity.



- d. Authorize a continuing appropriation of the Homeless Program FY 2022 budget balance, currently estimated at \$300,000. The final amount will be determined based on the fiscal year-end balance in the program.
- e. Appropriate \$15,000 in CFD 97-1 Landscape Fund 248 for additional utility costs.
- f. Appropriate \$37,000 in LMD 84-1 Lighting Fund 446 for additional utility costs and interest expense.
- g. Appropriate \$995 in CFD 2016-3 Zone 12 Lemon Grove Fund 235 for additional utility costs.

**BACKGROUND & HISTORY:**

On a quarterly basis, the Finance Department provides a budget update to the City Council. As part of the quarterly process, departments provide operating and CIP adjustments that need to be addressed in the fiscal year (FY). The Finance Department prepares a consolidated request for the City Council's consideration.

**ANALYSIS:**

Items a and b - Authorize an Exception to Bidding pursuant to Municipal Code Section 3.08.140(E) to Royal Industrial Solutions in the amount of \$200,000 for non-Allen Bradley equipment and materials and authorize a Purchase Order with a total compensation amount of \$200,000 annually through June 30, 2026, and authorize the Purchasing Manager to issue a change order to Royal Industrial Solutions purchase order for non-Allen Bradley equipment and materials in the amount of \$100,000, for a total of \$200,000 annually through June 30, 2026.

On September 1, 2021, City Council approved a Professional Services Agreement with Royal Industrial Solutions for the purchase of Allen-Bradley hardware products for \$1,000,000 through June 30, 2026. Royal Industrial Solutions is the sole source provider of Allen-Bradley hardware products in the Inland Empire.

In addition to Allen-Bradley products, the Utilities Department also purchases other electrical components and supplies from Royal Industrial Solutions. These components and supplies are necessary to perform maintenance services, upgrades, and repairs for the reliability and redundancy of the water and water reclamation systems. These purchases are tracked through a separate purchase order to monitor bidding thresholds for items that are non-sole source.

Corona Municipal Code 3.08.140(E) authorizes the City to make an exception to competitive bidding when the City determines it is in the best interest of the City. In the past year, the City has continued to encounter challenges related to materials purchases. Lead times and pricing can be very unpredictable. Royal Industrial Solutions has proven its ability to source materials at a faster turnaround time than other vendors. They also guarantee the City a 15-20 percent discount on supplies.

Staff requests authorization to increase the total compensation for Royal Industrial Solutions by \$100,000 to \$200,000 per fiscal year for non-Allen-Bradley equipment and materials through June 30, 2026.

Item c - Appropriate \$182,594 to the Fire Department's General Fund operating budget based on mutual aid fire activity. The mutual aid support division in the Fire Department is currently operating in a deficit due to an increased fire suppression season and the support of other agencies in firefighting efforts. The State of California Office of Emergency Services (Cal OES) provides reimbursement for these costs in addition to an administrative component. Current revenue activity for mutual aid reimbursement is \$1,580,732. Actual revenue is \$630,737 higher than the original estimate of \$950,000.

Item d - Authorize a continuing appropriation of the Homeless Program FY 2022 budget balance, currently estimated at \$300,000. The final amount will be determined based on the fiscal year-end balance in the program. Consistent with City Council direction in the past, carry forward the unspent balance of the homeless program budget in the City Manager's office.

The balance is requested as the Homeless Strategic Plan has many programs in the developmental stages. The additional funds will be needed in Fiscal Year 2023 as multiple plan components are approved by City Council and subsequently implemented.

Item e - An appropriation of \$15,000 is requested in CFD 97-1 Landscape Fund 248. The FY 2022 operating budget for water utility costs and recycled water utility costs were underfunded. The Community Services Department will review and update the expenditure budget for the Fiscal Year 2023 water utility and recycled water utility.

Item f - An appropriation of \$37,000 is requested in LMD 84-1 Lighting Fund 446. The requested increase is for electric utility costs and interest expense. The interest expense for the inter-fund loan was originally budgeted for \$3,530, based on the estimated LAIF rate of 0.20%; however, the actual interest expense of \$10,403 was recorded based on the actual LAIF rate of 0.56%. The electric utility line item is over budget by approximately \$30,000 due to additional utility costs throughout the year. The Public Works Department will continue to research with Southern California Edison to ensure that the charges are correct and will review and update the electric utility budget for the Fiscal Year 2023 if needed.

Item g - An appropriation of \$995 is requested in the CFD 2016-3 Zone 12 Lemon Grove Fund 235. The requested increase is for additional recycled water utility costs in FY 2022. The Community Services Department will review and update the recycled water utility budget for Fiscal Year 2023.

#### **FINANCIAL IMPACT:**

Approval of Actions a and b have no additional financial impact. Funding is included in the FY 2022 and FY 2023 Utilities Department operating budget and the budget of certain Capital Improvement Projects. Funding in future fiscal years will be recommended through the budget process.

Approval of Action c will result in an appropriation in the amount of \$182,594 to the Fire Department's Operating Budget from the General Fund. Additional mutual aid revenues were received in FY 2022, based on the fire season, that offsets the appropriation. There is sufficient available fund balance for the recommended action.

Approval of Action d will have no additional financial impact.

Approval of Actions e, f, and g will result in appropriations, as noted below. There is a sufficient fund balance in each of the respective funds for approval of the recommended actions.

- Action e - \$15,000 to CFD 97-1 Landscape Fund 248.
- Action f - \$37,000 to LMD 84-1 Lighting Fund 446.
- Action g - \$995 to CFD 2016-3 Zone 12 Lemon Grove Fund 235.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the action is not subject to CEQA. This action is to approve budgetary adjustments for Fiscal Year 2022, and there is no possibility that approval of the recommended actions will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** JULIE KENNICUTT, BUDGET MANAGER

**REVIEWED BY:** KIM SITTON, FINANCE DIRECTOR



Staff Report

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**File #:** 22-0630

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 08/03/2022

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

**FROM:** Planning and Development Department

**SUBJECT:**

Resolution approving the 2022 Local Guidelines for Implementing the California Environmental Quality Act.

**EXECUTIVE SUMMARY:**

The California Environmental Quality Act Guidelines require local agencies to adopt “objectives, criteria and procedures” to implement the requirements of CEQA and the State CEQA Guidelines. (State CEQA Guidelines [14 Cal. Code Regs.] section 15022.) The 2022 Local Guidelines for Implementing the California Environmental Quality Act for the City of Corona reflect recent legal changes to CEQA.

**RECOMMENDED ACTION:**

**That the City Council** adopt Resolution No. 2022-106, approving the 2022 Local Guidelines for Implementing the California Environmental Quality Act. (Pub. Resources Code §§ 21000 et seq.)

**BACKGROUND & HISTORY:**

The California Environmental Quality Act (CEQA), codified at Public Resources Code section 21000 *et seq.*, is California’s most comprehensive environmental law. It generally requires public agencies to evaluate the environmental effects of their actions before they are taken. CEQA also aims to prevent significant environmental effects from occurring as a result of agency actions by requiring agencies to avoid or reduce the significant environmental impacts of their decisions.

To this end, CEQA requires public agencies to adopt specific objectives, criteria, and procedures for evaluating public and private projects that are undertaken or approved by such agencies.

**ANALYSIS:**

The 2022 Local CEQA Guidelines meet CEQA’s requirements and provide step-by-step procedures for evaluating projects prior to approval. The Local CEQA Guidelines also provide instructions and forms

for preparing environmental documents required under CEQA.

The 2022 Local CEQA Guidelines reflect recent changes in the law that occurred during 2021. The following information summarizes some of the recent changes to CEQA.

#### Posting of CEQA Documents and Related Notices

Assembly Bill 819 (AB 819) amended CEQA to require a lead agency for a project to post the Draft Environmental Impact Report (EIR), Final EIR, Negative Declaration, or Mitigated Negative Declaration (MND) prepared for a project on the lead agency's website, if the lead agency has a website. Additionally, a lead agency shall post all CEQA notices on its website. This requirement extends to any Notice of Exemption, Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration, Notice of Preparation, Notice of Availability, Notice of Completion, and Notice of Determination.

#### Procedure to Appeal a CEQA Determination Decided by a Non-Elected Decision-making Body

The City may charge a non-elected decision-making body with the responsibility of making an exemption determination or adopting or certifying environmental documents under CEQA. However, a determination made by a non-elected decision-making body must be appealable to the City Council. Sections 2.04 and 6.16 of the Local Guidelines have been revised to elaborate this change.

#### Notices of Exemption

Section 3.04 of the Local Guidelines have been revised to align with AB 819 to provide that a Notice of Exemption shall now be filed electronically with the County Clerk, if the County Clerk accepts electronic filing of Notices of Exemption, and the City must post its Notices of Exemption on its website. Additionally, Section 3.04 has been revised to update the procedure by which a project applicant, rather than the City, may file a Notice of Exemption for a project that the City has determined is exempt from CEQA. For a project applicant to file a Notice of Exemption, the project applicant must attach a Certificate of Determination from the City to the Notice of Exemption.

#### Submission of Environmental Documents and Related Notices to the State Clearinghouse

AB 819 requires all Negative Declarations and MNDs to be submitted electronically to the State Clearinghouse via the Office of Planning and Research's "CEQA Submit" website, even if the Negative Declaration or MND does not require state agency review. When submitting the Negative Declaration or MND to the State Clearinghouse, the Lead Agency must also submit a Notice of Completion via the "CEQA Submit" website. Section 6.11 of the Local Guidelines has been revised to reflect this change in the law, and it includes instructions on how to submit both documents that require state agency review and documents that do not require state agency review.

The same procedure requires for all EIRs. EIRs must be submitted electronically to the State Clearinghouse via the Office of Planning and Research's "CEQA Submit" website, even if the EIR does not require state agency review. Additionally, a Lead Agency must submit any Notice of Preparation, Notice of Completion, and Notice of Determination related to the EIR to the Office of Planning and Research via the "CEQA Submit" website. Sections 7.03, 7.25, 7.26, and 7.39 of the Local Guidelines have been revised to reflect these requirements.

**Exemption Regarding Linear Broadband Deployment in a Right-of-Way**

The Legislature's enactment of SB 156 created a CEQA exemption for projects that consist of linear broadband deployment in a right-of-way, if certain conditions are met. To qualify for the exemption, the project must be located in an area identified by the Public Utilities Commission as a component of the statewide open-access middle-mile broadband network; must be constructed along, or within 30-feet of, the right-of-way of any public road or highway; and must be either deployed underground where the surface area is restored to a condition existing before the project or placed aurally along an existing utility pole right-of-way. Additionally, the project is required to include conditions of approval to address potential environmental impacts, including, but not limited to, requiring monitors during construction activities or measures to address impacts to biological or cultural resources. Section 3.24 was added to the Local Guidelines to reflect this new exemption.

**FINANCIAL IMPACT:**

No fiscal impact is anticipated from amending the Local CEQA Guidelines.

**ENVIRONMENTAL ANALYSIS:**

No environmental impact is anticipated from amending the Local CEQA Guidelines. The adoption of the Resolution is not a project under State CEQA Guidelines section 15378(b)(5) because it involves an administrative activity involving process only and would not result in any environmental impacts.

**PREPARED BY:** JOANNE COLETTA, PLANNING AND DEVELOPMENT DEPARTMENT

**Attachments:**

1. Exhibit 1 - Resolution 2022-106
2. Exhibit 2 - 2022 Local Guidelines for Implementing CEQA

**RESOLUTION NO. 2022-106**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF CORONA ADOPTING LOCAL GUIDELINES FOR  
IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL  
QUALITY ACT (PUB. RESOURCES CODE § 21000 ET SEQ.)**

**WHEREAS**, the California Legislature has amended the California Environmental Quality Act (“CEQA”) (Pub. Resources Code, § 21000 et seq.), the California Natural Resources Agency has amended the State CEQA Guidelines (Cal. Code Regs, tit. 14, § 15000 et seq.), and the California courts have interpreted specific provisions of CEQA; and

**WHEREAS**, Public Resources Code section 21082 requires all public agencies to adopt objectives, criteria and procedures for (1) the evaluation of public and private projects undertaken or approved by such public agencies, and (2) the preparation, if required, of environmental impact reports and negative declarations in connection with that evaluation; and

**WHEREAS**, the City of Corona must adopt local guidelines for implementing CEQA consistent with the current provisions and interpretations of CEQA and the State CEQA Guidelines,

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

**SECTION 1.** The City adopts the “2022 Local Guidelines for Implementing the California Environmental Quality Act for City of Corona,” a copy of which is on file at the offices of the City and is available for inspection by the public.

**SECTION 2.** All prior actions of the City enacting earlier guidelines are hereby repealed.

**PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> of August, 2022.

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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 3<sup>rd</sup> day of August 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 3<sup>rd</sup> day of August 2022.

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

[SEAL]



**2022**

**LOCAL GUIDELINES**

**FOR IMPLEMENTING THE**

**CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**FOR**

**CITY OF CORONA**

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## **LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

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(2022)

### **1. GENERAL PROVISIONS, PURPOSE AND POLICY.**

#### **1.01 GENERAL PROVISIONS.**

These Local Guidelines (“Local Guidelines”) are to assist the City of Corona (“City”) in implementing the provisions of the California Environmental Quality Act (“CEQA”). These Local Guidelines are consistent with the Guidelines for the Implementation of CEQA (“State CEQA Guidelines”), which have been promulgated by the California Natural Resources Agency for the guidance of state and local agencies in California. These Local Guidelines have been adopted pursuant to California Public Resources Code section 21082.

#### **1.02 PURPOSE.**

The purpose of these Local Guidelines is to help the City accomplish the following basic objectives of CEQA:

- (a) To enhance and provide long-term protection for the environment, while providing a decent home and satisfying living environment for every Californian;
- (b) To provide information to governmental decision-makers and the public regarding the potential significant environmental effects of the proposed project;
- (c) To provide an analysis of the environmental effects of future actions associated with the project to adequately apprise all interested parties of the true scope of the project for intelligent weighing of the environmental consequences of the project;
- (d) To identify ways that environmental damage can be avoided or significantly reduced;
- (e) To prevent significant avoidable environmental damage through utilization of feasible project alternatives or mitigation measures; and
- (f) To disclose and demonstrate to the public the reasons why a governmental agency approved the project in the manner chosen. Public participation is an essential part of the CEQA process. Each public agency should encourage wide public involvement, formal and informal, in order to receive and evaluate public reactions to environmental issues related to a public agency’s activities. Such involvement should include, whenever possible, making environmental information available in electronic format on the Internet, on a web site maintained or utilized by the public agency.

#### **1.03 APPLICABILITY.**

These Local Guidelines apply to any activity that constitutes a “project,” as defined in Local Guidelines Section 11.57, for which the City is the Lead Agency or a Responsible Agency. These Local Guidelines are also intended to assist the City in determining whether a proposed

activity constitutes a project that is subject to CEQA review, or whether the activity is exempt from CEQA.

#### **1.04 REDUCING DELAY AND PAPERWORK.**

The State CEQA Guidelines encourage local governmental agencies to reduce delay and paperwork by, among other things:

- (a) Integrating the CEQA process into early planning review; to this end, the project approval process and these procedures, to the maximum extent feasible, are to run concurrently, not consecutively;
- (b) Identifying projects which fit within categorical or other exemptions and are therefore exempt from CEQA processing;
- (c) Using initial studies to identify significant environmental issues and to narrow the scope of Environmental Impact Reports (EIRs);
- (d) Using a Negative Declaration when a project, not otherwise exempt, will not have a significant effect on the environment;
- (e) Consulting with state and local responsible agencies before and during the preparation of an EIR so that the document will meet the needs of all the agencies which will use it;
- (f) Allowing applicants to revise projects to eliminate possible significant effects on the environment, thereby enabling the project to qualify for a Negative Declaration rather than an EIR;
- (g) Integrating CEQA requirements with other environmental review and consultation requirements;
- (h) Emphasizing consultation before an EIR is prepared, rather than submitting adverse comments on a completed document;
- (i) Combining environmental documents with other documents, such as general plans;
- (j) Eliminating repetitive discussions of the same issues by using EIRs on programs, policies or plans and tiering from statements of broad scope to those of narrower scope;
- (k) Reducing the length of EIRs by means such as setting appropriate page limits;
- (l) Preparing analytic, rather than encyclopedic, EIRs;
- (m) Mentioning insignificant issues only briefly;
- (n) Writing EIRs in plain language;
- (o) Following a clear format for EIRs;
- (p) Emphasizing the portions of the EIR that are useful to decision-makers and the public and reducing emphasis on background material;
- (q) Incorporating information by reference; and
- (r) Making comments on EIRs as specific as possible.

#### **1.05 COMPLIANCE WITH STATE LAW.**

These Local Guidelines are intended to implement the provisions of CEQA and the State CEQA Guidelines, and the provisions of CEQA and the State CEQA Guidelines shall be fully complied with even though they may not be set forth or referred to herein.

## **1.06 TERMINOLOGY.**

The terms “must” or “shall” identify mandatory requirements. The terms “may” and “should” are permissive, with the particular decision being left to the discretion of the City.

## **1.07 PARTIAL INVALIDITY.**

In the event any part or provision of these Local Guidelines shall be determined to be invalid, the remaining portions that can be separated from the invalid unenforceable provisions shall continue in full force and effect.

## **1.08 ELECTRONIC DELIVERY OF COMMENTS AND NOTICES.**

Individuals may file a written request to receive copies of public notices provided for under these Local Guidelines or the State CEQA Guidelines. The requestor may elect to receive these notices via email rather than regular mail. Notices sent by email are deemed delivered when the staff person sending the email sends it to the last email address provided by the requestor to the City. Any request to receive public notices shall be in writing and shall be renewed annually.

Individuals may also submit comments on the CEQA documentation for a project via email. Comments submitted via email shall be treated as written comments for all purposes. Comments sent to the City via email are deemed received when they actually arrive in an email account of a staff person who has been designated or identified as the point of contact for a particular project.

The City must also post certain environmental documents (such as Draft and Final Environmental Impact Reports, Draft Negative Declarations and Draft Mitigated Negative Declarations) and CEQA notices (such as Notices of Preparation, Notices of Availability, Notices of Intent to Adopt a Negative Declaration, Notices of Exemption, and Notices of Determination) on its website, if any.

(Reference: Pub. Resources Code, §§ 21082.1, 21091(d)(3), 21092.2.)

## **1.09 THE CITY MAY CHARGE REASONABLE FEES FOR REPRODUCING ENVIRONMENTAL DOCUMENTS.**

A public agency may charge and collect a reasonable fee from members of the public that request a copy of an environmental document, so long as the fee does not exceed the cost of reproduction. The kinds of “environmental documents” that CEQA specifically allows public agencies to seek reimbursement for include: initial studies, negative declarations, mitigated negative declarations, draft and final EIRs, and documents prepared as a substitute for an EIR, negative declaration, or mitigated negative declaration.

The City shall make CEQA-related documents (e.g., Negative Declarations, Mitigated Negative Declarations, Draft EIRs, Final EIRs, and notices relating to these documents) available to the public-at-large on its website. Requests for documents made pursuant to the California Public Records Act must comply with the Government Code. (See, for example,

Government Code section 6253.9 for information regarding providing documents in electronic format.)

## **1.10 TIME OF PREPARATION**

Before granting any approval of a non-exempt project subject to CEQA, the Lead Agency or Responsible Agency shall consider either (1) a Final EIR, (2) a Negative Declaration, (3) a Mitigated Negative Declaration, or (4) another document authorized by the State CEQA Guidelines to be used in the place of an EIR or Negative Declaration (e.g., an Addendum, a Supplemental EIR, a Subsequent EIR, etc.).

Choosing the precise time for CEQA compliance involves a balancing of competing factors. EIRs, Negative Declarations, and Mitigated Negative Declarations should be prepared as early as feasible in the planning process to enable environmental considerations to influence project program and design and yet late enough to provide meaningful information for environmental assessment.

With public projects, at the earliest feasible time, project sponsors shall incorporate environmental considerations into project conceptualization, design, and planning. CEQA compliance should be completed prior to acquisition of a site for a public project.

To implement the above principles, the City shall not undertake actions concerning the proposed public project that would have a significant adverse effect or limit the choice of alternatives or mitigation measures, before completion of CEQA compliance. For example, the City shall not:

- (A) Formally make a decision to proceed with the use of a site for facilities which would require CEQA review, regardless of whether the City has made any final purchase of the site for these facilities, except that the City may designate a preferred site for CEQA review and may enter into land acquisition agreements when the City has conditioned its future use of the site on CEQA compliance.
- (B) Otherwise take any action that gives impetus to a planned or foreseeable project in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project.

With private projects, the City shall encourage the project proponent to incorporate environmental considerations into project conceptualization, design, and planning at the earliest feasible time.

While mere interest in, or inclination to support, a project does not constitute approval, a public agency entering into preliminary agreements regarding a project prior to approval shall not, as a practical matter, commit the agency to the project. For example, the City shall not grant any vested development entitlements prior to compliance with CEQA. Further, any such pre-approval agreement should, for example:

- (A) Condition the agreement on compliance with CEQA;



- (B) Not bind any party, or commit any party, to a definite course of action prior to CEQA compliance;
- (C) Not restrict the Lead Agency from considering any feasible mitigation measures and alternatives, including the “no project” alternative; and
- (D) Not restrict the Lead Agency from denying the project.

The City’s environmental document preparation and review should be coordinated in a timely fashion with the City’s existing planning, review, and project approval processes. These procedures, to the maximum extent feasible, are to run concurrently, not consecutively.

(See State CEQA Guidelines, § 15004; *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116.)

#### **1.11 STATE AGENCY FURLOUGHS.**

Due to budget concerns, the State may institute mandatory furlough days for state government agencies. Local agencies may also change their operating hours.

Because state and local agencies may enact furloughs that limit their operating hours, if the City has time-sensitive materials or needs to consult with a state agency, the City should check with the applicable state agency office or with the City’s attorney to ensure compliance with all applicable deadlines.

## **2. LEAD AND RESPONSIBLE AGENCIES**

### **2.01 LEAD AGENCY PRINCIPLE.**

The City will be the Lead Agency if it will have principal responsibility for carrying out or approving a project. Where a project is to be carried out or approved by more than one public agency, only one agency shall be responsible for the preparation of environmental documents. This agency shall be called the Lead Agency.

(Reference: State CEQA Guidelines, §§ 15050, 15367.)

### **2.02 SELECTION OF LEAD AGENCY.**

Where two or more public agencies will be involved with a project, the Lead Agency shall be designated according to the following criteria:

- (a) If the project will be carried out by a public agency, that agency shall be the Lead Agency even if the project will be located within the jurisdiction of another public agency; or
- (b) If the project will be carried out by a nongovernmental person or entity, the Lead Agency shall be the public agency with the greatest responsibility for supervising and approving the project as a whole.

The Lead Agency will normally be the agency with general governmental powers, rather than an agency with a single or limited purpose. (For example, a city that will provide a public service or utility to the project serves a limited purpose.) If two or more agencies meet this criteria equally, the agency that acts first on the project will normally be the Lead Agency.

If two or more public agencies have a substantial claim to be the Lead Agency under either (a) or (b), they may designate one agency as the Lead Agency by agreement. An agreement may also provide for cooperative efforts by contract, joint exercise of powers, or similar devices. If the agencies cannot agree which agency should be the Lead Agency for preparing the environmental document, any of the disputing public agencies or the project applicant may submit the dispute to the Office of Planning and Research. Within 21 days of receiving the request, the Office of Planning and Research will designate the Lead Agency. The Office of Planning and Research shall not designate a Lead Agency in the absence of a dispute. A “dispute” means a contested, active difference of opinion between two or more public agencies as to which of those agencies shall prepare any necessary environmental document. A dispute exists when each of those agencies claims that it either has or does not have the obligation to prepare that environmental document.

(Reference: State CEQA Guidelines, § 15051.)

### **2.03 DUTIES OF A LEAD AGENCY.**

As a Lead Agency, the City shall decide whether a Negative Declaration, Mitigated Negative Declaration or an EIR will be required for a project and shall prepare, or cause to be prepared, and consider the document before making its decision on whether and how to approve

the project. The documents may be prepared by Staff or by private consultants pursuant to a contract with the City. However, the City shall independently review and analyze all draft and final EIRs or Negative Declarations prepared for a project and shall find that the EIR or Negative Declaration reflects the independent judgment of the City prior to approval of the document. If a Draft EIR or Final EIR is prepared under a contract with the City, the contract must be executed within forty-five (45) days from the date on which the City sends a Notice of Preparation. The City, however, may take longer to execute the contract if the project applicant and the City mutually agree to an extension of the 45-day time period. (Pub. Resources Code, § 21151.5; see also Local Guidelines Section 7.02.)

During the process of preparing an EIR, the City, as Lead Agency, shall have the following duties:

- (a) If a California Native American tribe has requested consultation, within 14 days after determining that an application for a project is complete or a decision to undertake a project, the City shall begin consultation with the California Native American tribes (see Local Guidelines Section 7.07);
- (b) Immediately after deciding that an EIR is required for a project, the City shall send to the Office of Planning and Research and each Responsible Agency a Notice of Preparation (Form “G”) stating that an EIR will be prepared (see Local Guidelines Section 7.03);
- (c) Prior to release of an EIR, if the California Native American tribe that is culturally affiliated with the geographic area of a project requests in writing to be informed of any proposed project, the City shall begin consultation with the tribe consistent with California law and Local Guidelines Section 7.07;
- (d) The City shall prepare or cause to be prepared the Draft EIR for the project (see Local Guidelines Sections 7.06 and 7.18);
- (e) Once the Draft EIR is completed, the City shall file a Notice of Completion (Form “H”) with the Office of Planning and Research (see Local Guidelines Section 7.25);
- (f) The City shall consult with state, federal and local agencies that exercise authority over resources that may be affected by the project for their comments on the completed Draft EIR (see, e.g., Local Guidelines Sections 5.02, 5.16, Section 7.26);
- (g) The City shall provide public notice of the availability of a Draft EIR (Form “K”) at the same time that it sends a Notice of Completion to the Office of Planning and Research (see Local Guidelines Section 7.25);
- (h) The City shall evaluate comments on environmental issues received from persons who reviewed the Draft EIR and shall prepare or cause to be prepared a written response to all comments that raise significant environmental issues and that were timely received during the public comment period. A written response must be provided to all public agencies who commented on the project during the public review period at least ten (10) days prior to certifying an EIR (see Local Guidelines Section 7.30);
- (i) The City shall prepare or cause to be prepared a Final EIR before approving the project (see Local Guidelines Section 7.31);
- (j) The City shall certify that the Final EIR has been completed in compliance with CEQA and has been reviewed by the City Council (see Local Guidelines Section 7.33); and
- (k) The City shall include in the Final EIR any comments received from a Responsible Agency on the Notice of Preparation or the Draft EIR (see Local Guidelines Sections 2.08, 7.30 and 7.31).

## **2.04 CEQA DETERMINATIONS MADE BY NON-ELECTED BODY; PROCEDURE TO APPEAL SUCH DETERMINATIONS.**

As Lead Agency, the City may charge a non-elected decisionmaking body with the responsibility of making a finding of exemption or adopting, certifying or authorizing environmental documents. Any such determination, however, shall be subject to the City's procedures allowing for the appeal of the CEQA determination of any non-elected body to the City Council. Existing provisions of the Municipal Code may be used to satisfy this requirement. In the absence of a procedure governing such appeal, any CEQA determination made by a non-elected decisionmaker shall be appealable to the City Council within ten (10) days of the non-elected decisionmaker's determination. If the non-elected decisionmaker's CEQA determination is not timely appealed as set forth herein, the non-elected decisionmaker's determination shall be final.

In the event the City Council has delegated authority to a subsidiary board or official to approve a project, the City hereby delegates to that subsidiary board or official the authority to make all necessary CEQA determinations, including whether an EIR, Negative Declaration, Mitigated Negative Declaration or exemption shall be required for any project. A subsidiary board or official's CEQA determination shall be subject to appeal as set forth above.

(Reference: State CEQA Guidelines, §§ 15061(e), 15074(f), 15090(b).)

## **2.05 PROJECTS RELATING TO DEVELOPMENT OF HAZARDOUS WASTE AND OTHER SITES.**

An applicant for a development project must submit a signed statement to the City, as Lead Agency, stating whether the project and any alternatives are located on a site that is included in any list compiled by the Secretary for Environmental Protection of the California Environmental Protection Agency ("California EPA") listing hazardous waste sites and other specified sites located in the City's boundaries. The applicant's statement must contain the following information:

- (a) The applicant's name, address, and phone number;
- (b) Address of site, and local agency (city/county);
- (c) Assessor's book, page, and parcel number; and
- (d) The list which includes the site, identification number, and date of list.

Before accepting as complete an application for any development project as defined in Local Guidelines Section 11.17, the City, as Lead Agency, shall consult lists compiled by the Secretary for Environmental Protection of the California EPA pursuant to Government Code section 65962.5 listing hazardous waste sites and other specified sites located in the City's boundaries. When acting as Lead Agency, the City shall notify an applicant for a development project if the project site is located on such a list and not already identified. In the Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration (see Local Guidelines Section 6.04) or the Notice of Preparation of Draft EIR (see Local Guidelines Section 7.03), the City shall specify the California EPA list, if any, that includes the project site, and shall provide the information contained in the applicant's statement.

(Reference: Gov. Code, § 65962.5.)

## **2.06 RESPONSIBLE AGENCY PRINCIPLE.**

When a project is to be carried out or approved by more than one public agency, all public agencies other than the Lead Agency that have discretionary approval power over the project shall be identified as Responsible Agencies.

(Reference: State CEQA Guidelines, § 15381.)

## **2.07 DUTIES OF A RESPONSIBLE AGENCY.**

When it is identified as a Responsible Agency, the City shall consider the environmental documents prepared or caused to be prepared by the Lead Agency and reach its own conclusions on whether and how to approve the project involved. The City shall also both respond to consultation and attend meetings as requested by the Lead Agency to assist the Lead Agency in preparing adequate environmental documents. The City should also review and comment on Draft EIRs, Negative Declarations, and Mitigated Negative Declarations. Comments shall be limited to those project activities that are within the City's area of expertise or are required to be carried out or approved by the City or are subject to the City's powers.

As a Responsible Agency, the City may identify significant environmental effects of a project for which mitigation is necessary. As a Responsible Agency, the City may submit to the Lead Agency proposed mitigation measures that would address those significant environmental effects. If mitigation measures are required, the City should submit to the Lead Agency complete and detailed performance objectives for such mitigation measures that would address the significant environmental effects identified, or refer the Lead Agency to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to the Lead Agency by the City, when acting as a Responsible Agency, shall be limited to measures that mitigate impacts to resources that are within the City's authority. For private projects, the City, as a Responsible Agency, may require the project proponent to provide such information as may be required and to reimburse the City for all costs incurred by it in reporting to the Lead Agency.

(Reference: State CEQA Guidelines, § 15096.)

## **2.08 RESPONSE TO NOTICE OF PREPARATION BY RESPONSIBLE AGENCIES.**

Within thirty (30) days of receipt of a Notice of Preparation of an EIR, the City, as a Responsible Agency, shall specify to the Lead Agency the scope and content of the environmental information related to the City's area of statutory responsibility in connection with the proposed project. At a minimum, the response shall identify the significant environmental issues and possible alternatives and mitigation that the City, as a Responsible Agency, will need to have explored in the Draft EIR. Such information shall be specified in writing, shall be as specific as possible, and shall be communicated to the Lead Agency, by certified mail, email, or any other method of transmittal that provides it with a record that the response was received. The Lead Agency shall incorporate this information into the EIR.

(Reference: Pub. Resources Code, § 21080.4; State CEQA Guidelines, § 15103.)

## **2.09 USE OF FINAL EIR OR NEGATIVE DECLARATION BY RESPONSIBLE AGENCIES.**

The City, as a Responsible Agency, shall consider the Lead Agency's Final EIR or Negative Declaration before acting upon or approving a proposed project. As a Responsible Agency, the City must independently review and consider the adequacy of the Lead Agency's environmental documents prior to approving any portion of the proposed project. In certain instances, the City, in its role as a Responsible Agency, may require that a Subsequent EIR or a Supplemental EIR be prepared to fully address those aspects of the project over which the City has approval authority. Mitigation measures and alternatives deemed feasible and relevant to the City's role in carrying out the project shall be adopted. Findings that are relevant to the City's role as a Responsible Agency shall be made. After the City decides to approve or carry out part of a project for which an EIR or negative declaration has previously been prepared by the Lead Agency, the City, as Responsible Agency, should file a Notice of Determination with the County Clerk within five (5) days of approval, but need not state that the Lead Agency's EIR or Negative Declaration complies with CEQA. The City, as Responsible Agency, should state that it considered the EIR or Negative Declaration as prepared by a Lead Agency.

(Reference: State CEQA Guidelines, § 15096.)

## **2.10 SHIFT IN LEAD AGENCY RESPONSIBILITIES.**

The City, as a Responsible Agency, shall assume the role of the Lead Agency if any one of the following three conditions is met:

- (a) The Lead Agency did not prepare any environmental documents for the project, and the statute of limitations has expired for a challenge to the action of the appropriate Lead Agency;
- (b) The Lead Agency prepared environmental documents for the project, and all of the following conditions apply:
  - (1) A Subsequent or Supplemental EIR is required;
  - (2) The Lead Agency has granted a final approval for the project; and
  - (3) The statute of limitations has expired for a challenge to the action of the appropriate Lead Agency; or
- (c) The Lead Agency prepared inadequate environmental documents without providing public notice of a Negative Declaration or sending Notice of Preparation of an EIR to Responsible Agencies and the statute of limitations has expired for a challenge to the action of the appropriate Lead Agency.

(Reference: State CEQA Guidelines, § 15052.)

### **3. ACTIVITIES EXEMPT FROM CEQA**

#### **3.01 ACTIONS SUBJECT TO CEQA.**

CEQA applies to discretionary projects proposed to be carried out or approved by public agencies such as the City. If the proposed activity does not come within the definition of “project” contained in Local Guidelines Section 11.57, it is not subject to environmental review under CEQA.

The term “project,” as defined by CEQA, does not include:

- (a) Proposals for legislation to be enacted by the State Legislature;
- (b) Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, and general policy and procedure making (except as provided in Local Guidelines Section 11.57);
- (c) The submittal of proposals to a vote of the people in response to a petition drive initiated by voters, or the enactment of a qualified voter-sponsored initiative under California Constitution Art. II, Section 11(a) and Election Code section 9214;
- (d) The creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project that may have a potentially significant physical impact on the environment. Government funding mechanisms may include, but are not limited to, assessment districts and community facilities districts;
- (e) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
- (f) Activities that do not result in a direct or reasonably foreseeable indirect physical change in the environment.

(Reference: State CEQA Guidelines, §§ 15060(c), 15378.)

#### **3.02 MINISTERIAL ACTIONS.**

Ministerial actions are not subject to CEQA review. A ministerial action is one that is approved or denied by a decision that a public official or a public agency makes that involves only the use of fixed standards or objective measurements without personal judgment or discretion.

When a project involves an approval that contains elements of both a ministerial and discretionary nature, the project will be deemed to be discretionary and subject to the requirements of CEQA. The decision whether the approval of a proposed project or activity is ministerial in nature may involve or require, to some extent, interpretation of the language of the legal mandate, and should be made on a case-by-case basis. The following is a non-exclusive list of examples of ministerial activities:

- (a) Issuance of business licenses;
- (b) Approval of final subdivision maps and final parcel maps;
- (c) Approval of individual utility service connections and disconnections;
- (d) Issuance of licenses;
- (e) Issuance of a permit to do street work;

- (f) Issuance of building permits where the Lead Agency does not retain significant discretionary power to modify or shape the project; and
- (g) Until January 1, 2024, approval of an application to install an emergency standby generator to serve a macro cell tower where conditions set forth in Government Code section 65850.75 are met.

(Reference: State CEQA Guidelines, § 15268.)

### **3.03 EXEMPTIONS IN GENERAL.**

CEQA and the State CEQA Guidelines exempt certain activities and provide that local agencies should further identify and describe certain exemptions. The requirements of CEQA and the obligation to prepare an EIR, Negative Declaration, or Mitigated Negative Declaration generally do not apply to the exempt activities that are set forth in CEQA, the State CEQA Guidelines, and Chapter 3 of these Local Guidelines.

(Reference: State CEQA Guidelines, §§ 15260 – 15332.)

### **3.04 NOTICE OF EXEMPTION.**

After approval of an exempt project, a “Notice of Exemption” (Form “A”) may be filed by the City or its representatives with the County Clerk of each county in which the activity will be located. A Notice of Exemption must be filed electronically with the County Clerk if that option is offered by the County Clerk. After filing, the City must additionally post the Notice of Exemption on the City’s website, if any.

If the Lead Agency exempts an agricultural housing, affordable housing, or residential infill project under State CEQA Guidelines sections 15193, 15194, or 15195 and approves or determines to carry out that project, it must also file a notice with the Office of Planning and Research (“OPR”) identifying the exemption.

The County Clerk must post the Notice of Exemption within twenty-four (24) hours of receipt, and the Notice must remain posted for thirty (30) days. The thirty day (30) posting requirement excludes the first day of posting and includes the last day of posting. On the 30th day, the Notice of Exemption must be posted for the entire day. Although no California Department of Fish and Wildlife (“DFW”) filing fee is applicable to exempt projects, most counties customarily charge a documentary handling fee to pay for record keeping on behalf of the DFW. Refer to the Index in the County Clerk Memo to determine if such a fee will be required for the project.

The Notice of Exemption must, among other things, identify the person undertaking the project, including any person undertaking an activity that receives financial assistance from the City as part of the project or the person receiving a lease, permit, license, certificate, or other entitlement for use from the City as part of the project. Certain counties require the name and address of an applicant to be included in the “Project Applicant” box of the Notice of Exemption, even when the only project proponent is the City; in these counties, if the City is the only project proponent, the City’s name and address should be provided in the “Project Applicant” box of the



Notice of Exemption. Check the county’s requirements before submitting the Notice of Exemption for filing and posting.

The Notice of Exemption may be filed by the project applicant, rather than the Lead Agency, in certain circumstances. Specifically, the Lead Agency may direct the project applicant to file the Notice of Exemption where the activity that the Lead Agency has determined is exempt from CEQA either:

(a) is undertaken by a *person* (not a public agency) and is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies; or

(b) involves the issuance to a *person* (not a public agency) of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.

(See Pub. Resources Code, §§ 21065(b)-(c), 21152). Where the Notice of Exemption is filed by a project applicant rather than the Lead Agency, the applicant must attach a Certificate of Determination to the Notice of Exemption to be filed. The Certificate of Determination may be in the form of a certified copy of an existing document or record of the Lead Agency. Alternatively, the Lead Agency may prepare a Certificate of Determination (see Form “B”) stating that the activity is exempt from CEQA, and the Lead Agency may provide the Certificate of Determination to the applicant. The applicant must attach the Certificate of Determination to the Notice of Exemption to be filed.

The filing of a Notice of Exemption, when appropriate, is recommended for City actions because it starts a 35-day statute of limitations on legal challenges to the City’s determination that the activity is exempt from CEQA. If a Notice of Exemption is not filed, a 180-day statute of limitations will apply. Please see Local Guidelines Section 3.12 for certain circumstances in which the Lead Agency is required to file a Notice of Exemption.

When a request is made for a copy of the Notice prior to the date on which the City determines the project is exempt, the Notice must be mailed, first class postage prepaid, within five (5) days after the City’s determination. If such a request is made following the City’s determination, then the copy should be mailed in the same manner as soon as possible.

(Reference: Pub. Resources Code, § 21152; State CEQA Guidelines, § 15062.)

### **3.05 DISAPPROVED PROJECTS.**

CEQA does not apply to projects that the Lead Agency rejects or disapproves.

Even if a project for which an EIR, Negative Declaration, or Mitigated Negative Declaration has been prepared is ultimately disapproved, the project applicant shall not be relieved of its obligation to pay the costs incurred to prepare the EIR, Negative Declaration, or Mitigated Negative Declaration for the project.

(Reference: State CEQA Guidelines, §§ 15061(b)(4), 15270.)

### **3.06 PROJECTS WITH NO POSSIBILITY OF SIGNIFICANT EFFECT.**

Where it can be seen with absolute certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA.

### **3.07 EMERGENCY PROJECTS.**

The following types of emergency projects are exempt from CEQA (the term “emergency” is defined in Local Guidelines Section 11.20):

- (a) Work in a disaster-stricken area in which a state of emergency has been proclaimed by the Governor pursuant to Section 8550 of the Government Code. This includes projects that will remove, destroy, or significantly alter a historical resource when that resource represents an imminent threat to the public of bodily harm or of damage to adjacent property or when the project has received a determination by the State Office of Historic Preservation pursuant to Section 5028(b) of the Public Resources Code.
- (b) Emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety, or welfare. Emergency repairs include those that require a reasonable amount of planning to address an anticipated emergency.
- (c) Projects necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety, or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility.
- (d) Projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore an existing highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, provided that the project is within the existing right of way of that highway and is initiated within one year of the damage occurring. Highway shall have the same meaning as defined in Section 360 of the Vehicle Code. This exemption does not apply to highways designated as official state scenic highways, nor to any project undertaken, carried out, or approved by a public agency to expand or widen a highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide.
- (e) Seismic work on highways and bridges pursuant to Streets and Highways Code section 180.2.

(Reference: State CEQA Guidelines, § 15269.)

### **3.08 FEASIBILITY AND PLANNING STUDIES.**

A project that involves only feasibility or planning studies for possible future actions which the City has not yet approved, adopted or funded is exempt from CEQA.

(Reference: State CEQA Guidelines, § 15262.)

### **3.09 RATES, TOLLS, FARES, AND CHARGES.**

The establishment, modification, structuring, restructuring or approval of rates, tolls, fares, or other charges by the City that the City finds are for one or more of the purposes listed below are exempt from CEQA.

- (a) Meeting operating expenses, including employee wage rates and fringe benefits;
- (b) Purchasing or leasing supplies, equipment or materials;
- (c) Meeting financial reserve needs and requirements; or
- (d) Obtaining funds for capital projects necessary to maintain service within existing service areas.

When the City determines that one of the aforementioned activities pertaining to rates, tolls, fares, or charges is exempt from the requirements of CEQA, it shall incorporate written findings setting forth the specific basis for the claim of exemption in the record of any proceeding in which such an exemption is claimed.

(Reference: State CEQA Guidelines, § 15273.)

### **3.10 PIPELINES WITHIN A PUBLIC RIGHT-OF-WAY AND LESS THAN ONE MILE IN LENGTH.**

Projects that are for the installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline and that are:

- (a) in a public street or highway or any other public right-of-way; and
- (b) less than one mile in length

shall be exempt from CEQA requirements.

“Pipeline” includes subsurface facilities but does not include any surface facility related to the operation of the underground facility.

(Reference: Public Resources Code, § 21080.21.)

### **3.11 PIPELINES OF LESS THAN EIGHT MILES IN LENGTH.**

Projects that are for the inspection, maintenance, repair, restoration, reconditioning, relocation, replacement, or removal of an existing pipeline, or any valve, flange, meter, or other piece of equipment that is directly attached to the pipeline shall be exempt from CEQA requirements if all of the following conditions are met:

- (a) The project is less than eight miles in length.
- (b) Notwithstanding the project length, actual construction and excavation activities undertaken to achieve the maintenance, repair, restoration, reconditioning, relocation, replacement, or removal of an existing pipeline are not undertaken over a length of more than one-half mile at any one time.

- (c) The project consists of a section of pipeline that is not less than eight miles from any section of pipeline that has been subject to an exemption pursuant to CEQA in the past 12 months.
- (d) The project is not solely for the purpose of excavating soil that is contaminated by hazardous materials, and, to the extent not otherwise expressly required by law, the party undertaking the project immediately informs the lead agency of the discovery of contaminated soil.
- (e) To the extent not otherwise expressly required by law, the person undertaking the project has, in advance of undertaking the project, prepared a plan that will result in notification of the appropriate agencies so that they may take action, if determined to be necessary, to provide for the emergency evacuation of members of the public who may be located in close proximity to the project.
- (f) Project activities are undertaken within an existing right-of-way and the right-of-way is restored to its condition prior to the project.
- (g) The project applicant agrees to comply with all conditions otherwise authorized by law, imposed by the city or county planning department as part of any local agency permit process, that are required to mitigate potential impacts of the proposed project, and to otherwise comply with the Keene-Nejedly California Wetlands Preservation Act (Chapter 7 (commencing with Section 5810) of Division 5), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), and other applicable state laws, and with all applicable federal laws.

If a project meets all of the requirements for this exemption, the person undertaking the project shall do all of the following:

- (a) Notify, in writing, any affected public agency, including, but not limited to, any public agency having permit, land use, environmental, public health protection, or emergency response authority of this exemption.
- (b) Provide notice to the public in the affected area in a manner consistent with paragraph (3) of Public Resources Code section 21092(b).
- (c) In the case of private rights-of-way over private property, receive from the underlying property owner permission for access to the property.
- (d) Comply with all conditions otherwise authorized by law, imposed by the city or county planning department as part of any local agency permit process, that are required to mitigate potential impacts of the proposed project, and otherwise comply with the Keene-Nejedly California Wetlands Preservation Act (Chapter 7 (commencing with Section 5810) of Division 5), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), and other applicable state laws, and with all applicable federal laws.

This exemption does not apply to a project in which the diameter of the pipeline is increased or to a project undertaken within the boundaries of an oil refinery.

For purposes of this exemption, the following definitions apply:

- (a) “Pipeline” includes every intrastate pipeline used for the transportation of hazardous liquid substances or highly volatile liquid substances, including a common carrier

pipeline, and all piping containing those substances located within a refined products bulk loading facility which is owned by a common carrier and is served by a pipeline of that common carrier, and the common carrier owns and serves by pipeline at least five such facilities in the state. “Pipeline” does not include the following:

- (1) An interstate pipeline subject to Part 195 of Title 49 of the Code of Federal Regulations.
- (2) A pipeline for the transportation of a hazardous liquid substance in a gaseous state.
- (3) A pipeline for the transportation of crude oil that operates by gravity or at a stress level of 20 percent or less of the specified minimum yield strength of the pipe.
- (4) Transportation of petroleum in onshore gathering lines located in rural areas.
- (5) A pipeline for the transportation of a hazardous liquid substance offshore located upstream from the outlet flange of each facility on the Outer Continental Shelf where hydrocarbons are produced or where produced hydrocarbons are first separated, dehydrated, or otherwise processed, whichever facility is farther downstream.
- (6) Transportation of a hazardous liquid by a flow line.
- (7) A pipeline for the transportation of a hazardous liquid substance through an onshore production, refining, or manufacturing facility, including a storage or in plant piping system associated with that facility.
- (8) Transportation of a hazardous liquid substance by vessel, aircraft, tank truck, tank car, or other vehicle or terminal facilities used exclusively to transfer hazardous liquids between those modes of transportation.

### **3.12 CERTAIN RESIDENTIAL HOUSING PROJECTS.**

CEQA does not apply to the construction, conversion, or use of residential housing if the project meets all of the general requirements described in Section A below and satisfies the specific requirements for any one of the following three categories: (1) agricultural housing (Section B below), (2) affordable housing projects in urbanized areas (Section C below), or (3) affordable housing projects near major transit stops (Section D below).

**A. General Requirements.** The construction, conversion, or use of residential housing units affordable to low-income households (as defined in Local Guidelines Section 11.36) located on an infill site in an urbanized area is exempt from CEQA if all of the following general requirements are satisfied:

- (1) The project is consistent with:
  - (a) Any applicable general plan, specific plan, or local coastal program, including any mitigation measures required by such plan or program, as that plan or program existed on the date that the application was deemed complete; and

- (b) Any applicable zoning ordinance, as that zoning ordinance existed on the date that the application was deemed complete. However, the project may be inconsistent with zoning if the zoning is inconsistent with the general plan and the project site has not been rezoned to conform to the general plan;
- (2) Community level environmental review has been adopted or certified;
- (3) The project and other projects approved prior to the approval of the project can be adequately served by existing utilities, and the project applicant has paid, or has committed to pay, all applicable in-lieu or development fees;
- (4) The project site meets all of the following four criteria relating to biological resources:
  - (a) The project site does not contain wetlands;
  - (b) The project site does not have any value as a wildlife habitat;
  - (c) The project does not harm any species protected by the federal Endangered Species Act of 1973, the Native Plant Protection Act, or the California Endangered Species Act; and
  - (d) The project does not cause the destruction or removal of any species protected by a local ordinance in effect at the time the application for the project was deemed complete;
- (5) The site is not included on any list of facilities and sites compiled pursuant to Government Code section 65962.5;
- (6) The project site is subject to a preliminary endangerment assessment prepared by a registered environmental assessor to determine the existence of any release of a hazardous substance on the site and to determine the potential for exposure of future occupants to significant health hazards from any nearby property or activity. In addition, the following steps must have been taken in response to the results of this assessment:
  - (a) If a release of a hazardous substance is found to exist on the site, the release shall be removed or any significant effects of the release shall be mitigated to a level of insignificance in compliance with state and federal requirements; or
  - (b) If a potential for exposure to significant hazards from surrounding properties or activities is found to exist, the effects of the potential exposure shall be mitigated to a level of insignificance in compliance with state and federal requirements;

- (7) The project does not have a significant effect on historical resources pursuant to Section 21084.1 of the Public Resources Code (see Local Guidelines Section 11.28);
- (8) The project site is not subject to wildland fire hazard, as determined by the Department of Forestry and Fire Protection; unless the applicable general plan or zoning ordinance contains provisions to mitigate the risk of a wildland fire hazard;
- (9) The project site does not have an unusually high risk of fire or explosion from materials stored or used on nearby properties;
- (10) The project site does not present a risk of a public health exposure at a level that would exceed the standards established by any state or federal agency;
- (11) Either the project site is not within a delineated earthquake fault zone, or a seismic hazard zone, as determined pursuant to Section 2622 and 2696 of the Public Resources Code respectively, or the applicable general plan or zoning ordinance contains provisions to mitigate the risk of an earthquake or seismic hazard;
- (12) Either the project site does not present a landslide hazard, flood plain, flood way, or restriction zone, or the applicable general plan or zoning ordinance contains provisions to mitigate the risk of a landslide or flood;
- (13) The project site is not located on developed open space;
- (14) The project site is not located within the boundaries of a state conservancy;
- (15) The project site has not been divided into smaller projects to qualify for one or more of the exemptions for affordable housing, agricultural housing, or residential infill housing projects found in the subsequent sections; and
- (16) The project meets the requirements set forth in either Public Resources Code sections 21159.22, 21159.23 or 21159.24.

(Reference: State CEQA Guidelines, § 15192.)

**B. Specific Requirements for Agricultural Housing.** CEQA does not apply to the construction, conversion, or use of residential housing for agricultural employees that meets all of the general requirements described above in Section A and meets the following additional criteria:

- (1) The project either:

- (a) Is affordable to lower income households, lacks public financial assistance, and the developer has provided sufficient legal commitments to ensure the continued availability and use of the housing units for lower income households for a period of at least fifteen (15) years; or
  - (b) If public financial assistance exists for the project, then the project must be housing for very low-, low-, or moderate-income households and the developer of the project has provided sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units for low- and moderate-income households for a period of at least fifteen (15) years;
- (2) The project site is adjacent on at least two sides to land that has been developed and the project consists of not more than forty-five (45) units or provides dormitories, barracks, or other group-living facilities for a total of forty-five (45) or fewer agricultural employees, and either:
  - (a) The project site is within incorporated city limits or within a census-defined place with a minimum population density of at least five thousand (5,000) persons per square mile; or
  - (b) The project site is within incorporated city limits or within a census-defined place and the minimum population density of the census-defined place is at least one thousand (1,000) persons per square mile, unless the Lead Agency determines that there is a reasonable possibility that the project, if completed, would have a significant effect on the environment due to unusual circumstances or that the cumulative effects of successive projects of the same type in the same area would, over time, be significant;
- (3) If the project is located on a site zoned for general agricultural use, it must consist of twenty (20) or fewer units, or, if the housing consists of dormitories, barracks, or other group-living facilities, the project must not provide housing for more than twenty (20) agricultural employees; and
- (4) The project is not more than two (2) acres in area if the project site is located in an area with a population density of at least one thousand (1,000) persons per square mile, and is not more than five (5) acres in area for all other project sites.

(Reference: Pub. Resources Code, §§ 21084, 21159.22; State CEQA Guidelines, §§ 15192, 15193.)

**C. Specific Requirements for Affordable Housing Projects in Urbanized Areas.**  
CEQA does not apply to any development project that consists of the



construction, conversion, or use of residential housing consisting of one hundred (100) or fewer units that are affordable to low-income households if all of the general requirements described in Section A above are satisfied and the following additional criteria are also met:

- (1) The developer of the project provides sufficient legal commitments to the local agency to ensure the continued availability and use of the housing units for lower income households for a period of at least thirty (30) years, at monthly housing costs deemed to be “affordable rent” for lower income, very low income, and extremely low income households, as determined pursuant to Section 50053 of the Health and Safety Code;
- (2) The project site meets one of the following conditions:
  - (a) Has been previously developed for qualified urban uses;
  - (b) Is immediately adjacent to parcels that are developed with qualified urban uses; or
  - (c) At least 75% of the perimeter of the site adjoins parcels that are developed with qualified urban uses and the remaining 25% of the perimeter of the site adjoins parcels that have previously been developed for qualified urban uses, the site has not been developed for urban uses and no parcel within the site has been created within ten (10) years prior to the proposed development of the site;
- (3) The project site is not more than five (5) acres in area; and
- (4) The project site meets one of the following requirements regarding population density:
  - (a) The project site is within an urbanized area or within a census-defined place with a population density of at least five thousand (5,000) persons per square mile;
  - (b) If the project consists of fifty (50) or fewer units, the project site is within an incorporated city with a population density of at least twenty-five hundred (2,500) persons per square mile and a total population of at least twenty-five thousand (25,000) persons; or
  - (c) The project site is within either an incorporated city or a census-defined place with a population density of one thousand (1,000) persons per square mile, unless there is a reasonable possibility that the project would have a significant effect on the environment due to unusual circumstances or due to the related or cumulative impacts of reasonably foreseeable projects in the vicinity of the project.

(Reference: Pub. Resources Code, §§ 21083, 21159.23; State CEQA Guidelines, § 15194.)

**D. Specific Requirements for Affordable Housing Projects Near Major Transit Stops.**

- (a) Except as provided in subdivision (b), CEQA does not apply to a project if all of the following criteria are met:
  - 1. The project is a residential project on an infill site.
  - 2. The project is located within an urbanized area.
  - 3. The project satisfies the criteria of Public Resources Code section 21159.21, described in Section A above.
  - 4. Within five years of the date that the application for the project is deemed complete pursuant to Section 65943 of the Government Code, community-level environmental review was certified or adopted.
  - 5. The site of the project is not more than four acres in total area.
  - 6. The project does not contain more than 100 residential units.
  - 7. Either of the following criteria (subdivision a or subdivision b) are met:
    - a. (1) At least 10 percent of the housing is sold to families of moderate income, or not less than 10 percent of the housing is rented to families of low income, or not less than 5 percent of the housing is rented to families of very low income; and
    - (2) The project developer provides sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units for very low-, low-, and moderate-income households at monthly housing costs determined pursuant to paragraph (3) of the subdivision (h) of Section 65589.5 of the Government Code.
    - b. The project developer has paid or will pay in-lieu fees pursuant to a local ordinance in an amount sufficient to result in the development of an equivalent number of units that would otherwise be required pursuant to subparagraph 7.a above.
  - 8. The project is within one-half mile of a major transit stop.

9. The project does not include any single level building that exceeds 100,000 square feet.
  10. The project promotes higher density infill housing. A project with a density of at least 20 units per acre shall be conclusively presumed to promote higher density infill housing. A project with a density of at least 10 units per acre and a density greater than the average density of the residential properties within 1,500 feet shall be presumed to promote higher density housing unless the preponderance of the evidence demonstrates otherwise.
- (b) Notwithstanding subdivision (a) above, the Exemption for Affordable Housing Projects near Major Transit Stops does not apply if any one of the following criteria is met:
1. There is a reasonable possibility that the project will have a project-specific, significant effect on the environment due to unusual circumstances;
  2. Substantial changes have occurred since community-level environmental review was adopted or certified with respect to the circumstances under which the project is being undertaken, and those changes are related to the project; or
  3. New information regarding the circumstances under which the project is being undertaken has become available, and that new information is related to the project and was not known and could not have been known at the time of the community-level environmental review.
- (c) If a project satisfies the criteria described above in Section 3.12D(a), but is not exempt from CEQA as a result of satisfying the criteria described in Section 3.12D(b), the analysis of the environmental effects of the project in the EIR or the negative declaration for the project shall be limited to an analysis of the project-specific effects of the project and any effects identified pursuant to Paragraph 2 or 3 of Section 3.12D(b), above.

(Reference: Pub. Resources Code, §§ 21083, 21159.24; State CEQA Guidelines, § 15195.)

- E.** Whenever the Lead Agency determines that a project is exempt from environmental review based on Public Resources Code sections 21159.22 [Section 3.12B of these Local Guidelines], 21159.23 [Section 3.12C of these Local Guidelines], or 21159.24 [Section 3.12D of these Local Guidelines], Staff and/or the proponent of the project shall file a Notice of Exemption with the Office of Planning and Research within five (5) working days after the approval of the project.

(Reference: State CEQA Guidelines, § 15196.)

### 3.13 MINOR ALTERATIONS TO FLUORIDATE WATER UTILITIES.

Minor alterations to water utilities made for the purpose of complying with the fluoridation requirements of Health and Safety Code sections 116410 and 116415 or regulations adopted thereunder are exempt from CEQA.

(Reference: State CEQA Guidelines, § 15282(m).)

### 3.14 BALLOT MEASURES.

The definition of project in the State CEQA Guidelines specifically excludes the submittal of proposals to a vote of the people of the state or of a particular community. This exemption does not apply to the public agency that sponsors the initiative. When a governing body makes a decision to put a measure on the ballot, that decision may be discretionary and therefore subject to CEQA. In contrast, the enactment of a qualified voter-sponsored initiative under California Constitution Art. II, Section 11(a) and Election Code section 9214 is not a project and therefore is not subject to CEQA review.

(Reference: Local Guidelines Section 3.01; State CEQA Guidelines, § 15378(b)(3).)

### 3.15 TRANSIT PRIORITY PROJECT.

**Exemption:** Transit Priority Projects (see Local Guidelines Section 11.75) that are consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a Sustainable Community Strategy or an alternative planning strategy may be exempt from CEQA. To qualify for the exemption, the decision-making body must hold a hearing and make findings that the project meets all of Public Resources Code section 21155.1's environmental, housing, and public safety conditions and requirements.

**Streamlined Review:** A Transit Priority Project that has incorporated all feasible mitigation measures, performance standards or criteria set forth in a prior environmental impact report, may be eligible for streamlined environmental review. For a complete description of the requirements for this streamlined review see Public Resources Code section 21155.2. Similarly, the environmental review for a residential or mixed use residential project may limit, or entirely omit, its discussion of growth-inducing impacts or impacts from traffic on global warming under certain limited circumstances. Note, however, that impacts from other sources of greenhouse gas emissions would still need to be analyzed. For complete requirements see Public Resources Code section 21159.28.

Note that neither the exemption nor the streamlined review will apply until: (1) the applicable Metropolitan Planning Organization prepares and adopts a Sustainable Communities Strategy or alternative planning strategy for the region; and (2) the California Air Resources Board has accepted the Metropolitan Planning Organization's determination that the Sustainable Communities Strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets adopted for the region.

(Reference: Pub. Resources Code, §§ 21155.1, 21151.2, 21159.28.)

### 3.16 CERTAIN INFILL PROJECTS

(a) (1) If an environmental impact report was certified for a planning level decision of the city or county, the application of CEQA to the approval of an infill project shall be limited to the effects on the environment that (A) are specific to the project or to the project site and were not addressed as significant effects in the prior environmental impact report or (B) substantial new information shows the effects will be more significant than described in the prior environmental impact report. The attached Form “S” shall be used for this determination. A lead agency's determination pursuant to this section shall be supported by substantial evidence.

(2) An effect of a project upon the environment shall not be considered a specific effect of the project or a significant effect that was not considered significant in a prior environmental impact report, or an effect that is more significant than was described in the prior environmental impact report if uniformly applicable development policies or standards adopted by the city, county, or the lead agency, would apply to the project and the lead agency makes a finding, based upon substantial evidence, that the development policies or standards will substantially mitigate that effect.

(b) If an infill project would result in significant effects that are specific to the project or the project site, or if the significant effects of the infill project were not addressed in the prior environmental impact report, or are more significant than the effects addressed in the prior environmental impact report, and if a mitigated negative declaration or a sustainable communities environmental assessment could not be otherwise adopted, an environmental impact report prepared for the project analyzing those effects shall be limited as follows:

(1) Alternative locations, densities, and building intensities to the project need not be considered.

(2) Growth inducing impacts of the project need not be considered.

(c) This section applies to an infill project that satisfies both of the following:

(1) The project satisfies any of the following:

A) Is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy for which the State Air Resources Board, pursuant to subparagraph (H) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code, has accepted a metropolitan planning organization's determination that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets.

(B) Consists of a small walkable community project located in an area designated by a city for that purpose.

(C) Is located within the boundaries of a metropolitan planning organization that has not yet adopted a sustainable communities strategy or alternative planning strategy,

and the project has a residential density of at least 20 units per acre or a floor area ratio of at least 0.75.

(2) Satisfies all applicable statewide performance standards contained in the guidelines adopted pursuant to Public Resources Code section 21094.5.5 (Form “R”).

(d) This section applies after the Secretary of the Natural Resources Agency adopts and certifies the guidelines establishing statewide standards pursuant to Public Resources Code section 21094.5.5.

(e) For the purposes of this section, the following terms mean the following:

(1) “Infill project” means a project that meets the following conditions:

(A) Consists of any one, or combination, of the following uses:

(i) Residential.

(ii) Retail or commercial, where no more than one-half of the project area is used for parking.

(iii) A transit station.

(iv) A school.

(v) A public office building.

(B) Is located within an urban area on a site that has been previously developed, or on a vacant site where at least 75 percent of the perimeter of the site adjoins, or is separated only by an improved public right-of-way from, parcels that are developed with qualified urban uses.

(2) “Planning level decision” means the enactment or amendment of a general plan, community plan, specific plan, or zoning code.

(3) “Prior environmental impact report” means the environmental impact report certified for a planning level decision, as supplemented by any subsequent or supplemental environmental impact reports, negative declarations, or addenda to those documents.

(4) “Small walkable community project” means a project that is in an incorporated city, which is not within the boundary of a metropolitan planning organization and that satisfies the following requirements:

(A) Has a project area of approximately one-quarter mile diameter of contiguous land completely within the existing incorporated boundaries of the city.

(B) Has a project area that includes a residential area adjacent to a retail downtown area.

(C) The project has a density of at least eight dwelling units per acre or a floor area ratio for retail or commercial use of not less than 0.50.

(5) “Urban area” includes either an incorporated city or an unincorporated area that is completely surrounded by one or more incorporated cities that meets both of the following criteria:

(A) The population of the unincorporated area and the population of the surrounding incorporated cities equal a population of 100,000 or more.

(B) The population density of the unincorporated area is equal to, or greater than, the population density of the surrounding cities.

(Reference: Pub. Resources Code, § 21094.5.)

### **3.17 EXEMPTION FOR INFILL PROJECTS IN TRANSIT PRIORITY AREAS**

A residential or mixed-use project, or a project with a floor area ratio of at least 0.75 on commercially-zoned property, including any required subdivision or zoning approvals, is exempt from CEQA if the project satisfies the following criteria:

- The project is located within a transit priority area as defined in Section 11.74 below;
- The project is consistent with an applicable specific plan for which an environmental impact report was certified; and
- The project is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy for which the State Air Resources Board has accepted the determination that the sustainable communities strategy or the alternative planning strategy would achieve the applicable greenhouse gas emissions reduction targets.

Further environmental review shall be required for a project meeting the above criteria only if one of the events specified in Section 8.04 below occurs.

(Reference: State CEQA Guidelines, § 15182(b).)

### **3.18 EXEMPTION FOR RESIDENTIAL PROJECTS UNDERTAKEN PURSUANT TO A SPECIFIC PLAN**

Where a public agency has prepared an EIR for a specific plan after January 1, 1980, a residential project undertaken pursuant to and in conformity with that specific plan is generally exempt from CEQA. Residential projects covered by this section include, but are not limited to, land subdivisions, zoning changes, and residential planned unit developments.

Further environmental review shall be required for a project meeting the above criteria only if, after the adoption of the specific plan, one of the events specified in Section 8.04 below occurs.

In that circumstance, this exemption shall not apply until the city or county which adopted the specific plan completes a subsequent EIR or a supplement to an EIR on the specific plan. The exemption provided by this section shall again be available to residential projects after the Lead Agency has filed a Notice of Determination on the specific plan as reconsidered by the subsequent EIR or supplement to the EIR.

(Reference: State CEQA Guidelines, § 15182(c).)

### **3.19 TRANSFER OF LAND FOR THE PRESERVATION OF NATURAL CONDITIONS**

CEQA does not apply to the acquisition, sale, or other transfer of interest in land by the City for the purpose of fulfilling any of the following purposes: (1) preservation of natural conditions existing at the time of transfer, including plant and animal habitats, (2) restoration of natural conditions, including plant and animal habitats, (3) continuing agricultural use of the land; (4) prevention of encroachment of development into flood plains; (5) preservation of historical resources; or (6) preservation of open space or lands for park purposes. CEQA similarly does not apply to the granting or acceptance of funding by the City for the foregoing purposes.

The foregoing applies even if physical changes to the environment or changes in the use of the land are a reasonably foreseeable consequence of the acquisition, sale, or other transfer of the interests in land, or of the granting or acceptance of funding, provided that environmental review otherwise required by CEQA occurs before any project approval that would authorize physical changes being made to that land.

The City must file a Notice of Exemption with the State Clearinghouse and the County Clerk should it find a project exempt under this provision.

(Reference: Pub. Resources Code, § 21080.28.)

### **3.20 TRANSIT PRIORITIZATION PROJECTS.**

CEQA exempts the following projects when (i) the project is carried out by a public agency that is the lead agency for the project; (ii) the project is located in an urbanized area; (iii) the project is located within an existing public right-of-way; (iv) the project does not add physical infrastructure that increases new automobile capacity on existing rights-of-way except for minor modifications needed for efficient and safe movement of transit vehicles, such as extended merging lanes; (v) the project does not include the addition of any auxiliary lanes; and (vi) the construction of the project shall not require the demolition of affordable housing units:

- (1) Pedestrian and bicycle facilities, including bicycle parking, bicycle sharing facilities, and bikeways as defined in Section 890.4 of the Streets and Highways Code;
- (2) Projects that improve customer information and wayfinding for transit riders, bicyclists, or pedestrians;



- (3) Transit prioritization projects, including projects relating to signal coordination, signal timing modifications, signal phasing modifications, the installation of wayside technology and onboard technology, the installation of ramp meters, the installation of dedicated transit or very high occupancy vehicle lanes (i.e., vehicle with six or more occupants), and shared turning lanes;
- (4) On highways with existing public transit service or that will be implementing public transit service within six months of the conversion, a project for the designation and conversion of general purpose lanes or highway shoulders to bus-only lanes, for use either during peak congestion hours or all day.
- (5) A project for the institution or increase of new bus rapid transit, bus, or light rail service, including the construction of stations, on existing public rights-of-way or existing highway rights-of-way, whether or not the right-of-way is in use for public mass transit.
- (6) A project to construct or maintain infrastructure to charge or refuel zero-emission transit buses, provided the project is carried out by a public transit agency that is subject to, and in compliance with, the State Air Resources Board's Innovative Clean Transit regulations (Article 4.3 (commencing with Section 2023) of Chapter 1 of Division 3 of Title 13 of the California Code of Regulations) and the project is located on property owned by the transit agency or within an existing public right-of-way.
- (7) The maintenance, repair, relocation, replacement, or removal of any utility infrastructure associated with a project identified in paragraphs (1) to (6), inclusive.
- (8) A project that consists exclusively of a combination of any of the components of a project identified in paragraphs (1) to (7), inclusive.
- (9) A project carried out by a city or county to reduce minimum parking requirements.

Additional conditions apply to a project otherwise exempt under this section if the project exceeds one hundred million dollars (\$100,000,000) in 2020 United States dollars, as set forth in Public Resources Code section 21080.25.

If the City determines that a project is not subject to CEQA pursuant to this section and approves that project, the City must file a Notice of Exemption with both the Office of Planning and Research and the County Clerk of the county in which the project is located.

This exemption shall remain in effect only until January 1, 2023, and as of that date it will be repealed. (Reference: Pub. Resources Code, § 21080.25.)

### **3.21 RESTRIPING STREETS AND HIGHWAYS FOR BICYCLE LANES.**

CEQA does not apply to a bicycle transportation plan for an urbanized area for the restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles.

Before determining that a project is exempt pursuant to this section, the Lead Agency must hold noticed public hearings in areas affected by the bicycle transportation plan to hear and respond to public comments. Publication of the notice must comply with Government Code section 6061 and be in a newspaper of general circulation in the area affected by the proposed project.

If the City determines that a project is not subject to CEQA pursuant to this section and approves that project, the City must file a Notice of Exemption with both the Office of Planning and Research and the County Clerk of the county in which the project is located.

This exemption shall remain in effect only until January 1, 2030, and as of that date it will be repealed. (Reference: Pub. Resources Code, § 20180.20.)

### **3.22 SMALL DISADVANTAGED COMMUNITY WATER SYSTEM AND STATE SMALL WATER SYSTEM.**

CEQA does not apply to certain water infrastructure projects that primarily benefit a “small disadvantaged community water system” or a “state small water system,” as these terms are defined in Public Resources Code section 21080.47. If certain labor requirements and other conditions are met as set forth in Public Resources Code section 21080.47, the installation, repair, or construction of the following for the benefit of a small disadvantaged community water system or state small water system is exempt from CEQA:

- (1) Drinking water groundwater wells with a maximum flow rate of up to 250 gallons per minute;
- (2) Drinking water treatment facilities with a footprint of less than 2,500 square feet that are not located in an environmentally sensitive area;
- (3) Drinking water storage tanks with a capacity of up to 250,000 gallons;
- (4) Booster pumps and hydropneumatic tanks;
- (5) Pipelines of less than one mile in length in a road right-of-way or up to seven miles in length in a road right-of-way when the project is required to address threatened or current drinking water violations;
- (6) Water services lines; and

(7) Minor drinking water system appurtenances, including, but not limited to, system and service meters, fire hydrants, water quality sampling stations, valves, air releases and vacuum break valves, emergency generators, backflow prevention devices, and appurtenance enclosures.

(Reference: Pub. Resources Code, § 21080.47.)

### **3.23 CONSERVATION AND RESTORATION OF CALIFORNIA NATIVE FISH AND WILDLIFE.**

(a) CEQA does not apply to a project that is exclusively one of the following (though a project may exclusively be one of the following even if it has incidental public benefits, such as public access or recreation) and meets the criteria set forth in subdivision (b) of this section:

- (1) A project to conserve, restore, protect, or enhance, and assist in the recovery of California native fish and wildlife, and the habitat upon which they depend.
  - (2) A project to restore or provide habitat for California native fish and wildlife.
- (b) This section does not apply to a project unless the project does both of the following:
- (1) Results in long-term net benefits to climate resiliency, biodiversity, and sensitive species recovery; and
  - (2) Includes procedures and ongoing management for the protection of the environment.
- (c) This section does not apply to a project that includes construction activities, except for construction activities solely related to habitat restoration.
- (d) The lead agency shall obtain the concurrence of the Director of Fish and Wildlife for the determinations required pursuant to subdivisions (a) through (c) above.
- (e) Within 48 hours of making a determination that a project is exempt pursuant to this section, the lead agency shall file a Notice of Exemption with the Office of Planning and Research, and the Department of Fish and Wildlife must post the concurrence of the Director of Fish and Wildlife on the department's website.

This exemption is in effect until January 1, 2025. (Pub. Resources Code, § 21080.56.)

### **3.24 LINEAR BROADBAND DEPLOYMENT IN A RIGHT-OF-WAY.**

(a) CEQA does not apply to a project that consists of linear broadband deployment in a right-of-way if the project meets all of the following conditions:

- (1) The project is located in an area identified by the Public Utilities Commission as a component of the statewide open-access middle-mile broadband network pursuant to Section 11549.54 of the Government Code.
- (2) The project is constructed along, or within 30 feet of, the right-of-way of any public road or highway.
- (3) The project is either deployed underground where the surface area is restored to a condition existing before the project or placed aerially along an existing utility pole right-of-way.
- (4) The project incorporates, as a condition of project approval, measures developed by the Public Utilities Commission or the Department of Transportation to address potential environmental impacts. At a minimum, the project shall be required to include monitors during construction activities and measures to avoid or address impacts to cultural and biological resources.
- (5) The project applicant agrees to comply with all conditions otherwise authorized by law, imposed by the planning department of a city or county as part of a local agency permit process, that are required to mitigate potential impacts of the proposed project, and to comply with the Keene-Nejedly California Wetlands Preservation Act (Chapter 7 (commencing with Section 5810) of Division 5), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), as applicable, other applicable state laws, and all applicable federal laws.

(b) If a project meets all of the requirements of subdivision (a), the project applicant shall do all of the following:

- (1) Notify, in writing, any affected public agency, including, but not limited to, any public agency having permit, land use, environmental, public health protection, or emergency response authority, of the exemption of the project pursuant to this section.
- (2) File a Notice of Exemption.
- (3) In the case of private rights-of-way over private property, receive from the underlying property owner permission for access to the property.
- (4) Comply with all conditions authorized by law imposed by the planning department of a city or county as part of any local agency permit process, that are required to mitigate potential impacts of the proposed project, and otherwise comply with the Keene-Nejedly California Wetlands Preservation Act (Chapter 7 (commencing with Section 5810) of Division

5), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), as applicable, other applicable state laws, and all applicable federal laws.

(Reference: Pub. Resources Code, § 21080.51.)

### **3.25 NEEDLE AND SYRINGE EXCHANGE SERVICES.**

The Legislature has authorized cities and counties meeting certain requirements to apply to the State Department of Public Health for authorization to provide hypodermic needle and syringe exchange services consistent with state standards in any location where the State Department of Public Health determines that the conditions exist for the rapid spread of human immunodeficiency virus (HIV), viral hepatitis, or any other potentially deadly or disabling infections that are spread through the sharing of used hypodermic needles and syringes. (Health and Safety Code, § 121349.) Needle and syringe exchange services application submissions, authorizations, and operations performed pursuant to Health and Safety Code section 121349 are exempt from review under CEQA. (Health and Safety Code, § 121349(h).)

### **3.26 OTHER SPECIFIC EXEMPTIONS.**

CEQA and the State CEQA Guidelines exempt many other specific activities, including early activities related to thermal power plants, ongoing projects, transportation improvement programs, family day care homes, congestion management programs, railroad grade separation projects, restriping of streets or highways to relieve traffic congestion, hazardous or volatile liquid pipelines, and the installation of solar energy systems, including, but not limited to solar panels. Specific statutory exemptions are listed in the Public Resources Code, including Sections 21080 through 21080.35, and in the State CEQA Guidelines, including Sections 15260 through 15285. In addition, other titles of the California Codes provide statutory exemptions from CEQA, including, for example, Government Code section 12012.70.

### **3.27 CATEGORICAL EXEMPTIONS.**

The State CEQA Guidelines establish certain classes of categorical exemptions. These apply to classes of projects which have been determined not to have a significant effect on the environment and which, therefore, are generally exempt from CEQA. For any project that falls within one of these classes of categorical exemptions, the preparation of environmental documents under CEQA is not required. The classes of projects are briefly summarized below. (Reference to the State CEQA Guidelines for the full description of each exemption is recommended.)

The exemptions for Classes 3, 4, 5, 6, and 11 below are qualified in that such projects must be considered in light of the location of the project. A project that is ordinarily insignificant in its impact on the environment may, in a particularly sensitive environment, be significant. Therefore, these classes are considered to apply in all instances except when the project may impact an environmental resource of hazardous or critical concern that has been designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

All classes of categorical exemptions are qualified. None of the categorical exemptions are applicable if any of the following circumstances exist:

- (1) The cumulative impact of successive projects of the same type in the same place over time is significant;
- (2) There is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
- (3) The project may result in damage to a scenic resource or may result in a substantial adverse change to a historical resource; or
- (4) The project is located on a site which is included on any hazardous waste site or list compiled pursuant to Government Code section 65962.5.

However, a project's greenhouse gas emissions do not, in and of themselves, cause an exemption to be inapplicable if the project otherwise complies with all applicable regulations or requirements adopted to implement statewide, regional, or local plans consistent with State CEQA Guidelines section 15183.5.

With the foregoing limitations in mind, the following classes of activity are generally exempt from CEQA:

Class 1: Existing Facilities. Activities involving the operation, repair, maintenance, permitting, leasing, licensing, minor alteration of—or legislative activities to regulate—existing public or private structures, facilities, mechanical equipment or other property, or topographical features, provided the activity involves negligible or no expansion of existing or former use. The types of “existing facilities” itemized in State CEQA Guidelines section 15301 are not intended to be all-inclusive of the types of projects which might fall within the Class 1 categorical exemption. The key consideration is whether the project involves negligible or no expansion of use. (State CEQA Guidelines, § 15301.)

Class 2: Replacement or Reconstruction. Replacement or reconstruction of existing facilities, structures, or other property where the new facility or structure will be located on the same site as the replaced or reconstructed facility or structure and will have substantially the same purpose and capacity as the replaced or reconstructed facility or structure. (State CEQA Guidelines, § 15302.)

Class 3: New Construction or Conversion of Small Structures. Construction of limited numbers of small new facilities or structures; installation of small new equipment or facilities in small structures; and the conversion of existing small structures from one use to another, when only minor modifications are made in the exterior of the structure. This exemption includes structures built for both residential and commercial uses. (State CEQA Guidelines, § 15303 outlines, among other things, the maximum number of structures allowable under this exemption.)

Class 4: Minor Alterations to Land. Minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees, except for forestry or agricultural purposes. (State CEQA Guidelines, § 15304.)

Class 5: Minor Alterations in Land Use Limitations. Minor alterations in land use limitations in areas with an average slope of less than 20% which do not result in any changes in land use or density. (State CEQA Guidelines, § 15305.)

Class 6: Information Collection. Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. (State CEQA Guidelines, § 15306.)

Class 7: Actions by Regulatory Agencies for Protection of Natural Resources. Actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. (State CEQA Guidelines, § 15307.)

Class 8: Actions By Regulatory Agencies for Protection of the Environment. Actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement or protection of the environment where the regulatory process involves procedures for protection of the environment. (State CEQA Guidelines, § 15308.)

Class 9: Inspection. Inspection activities, including, but not limited to, inquiries into the performance of an operation and examinations of the quality, health or safety of a project. (State CEQA Guidelines, § 15309.)

Class 10: Loans. Loans made by the Department of Veterans Affairs under the Veterans Farm and Home Purchase Act of 1943, mortgages for the purchase of existing structures where the loan will not be used for new construction and the purchase of such mortgages by financial institutions. (State CEQA Guidelines, § 15310.)

Class 11: Accessory Structures. Construction or replacement of minor structures accessory or appurtenant to existing commercial, industrial, or institutional facilities, including, but not limited to, on-premise signs; small parking lots; and placement of seasonal or temporary use items, such as lifeguard towers, mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks, stadiums or other facilities designed for public use. (State CEQA Guidelines, § 15311.)

Class 12: Surplus Government Property Sales. Sales of surplus government property, except for certain parcels of land located in an area of statewide, regional or area-wide concern identified in State CEQA Guidelines section 15206(b)(4). However, even if the surplus property to be sold is located in any of those areas, its sale is exempt if:

- (a) The property does not have significant values for wildlife or other environmental purposes; and
- (b) Any one of the following three conditions is met:

1. The property is of such size, shape, or inaccessibility that it is incapable of independent development or use;
2. The property to be sold would qualify for an exemption under any other class of categorical exemption in the State CEQA Guidelines; or
3. The use of the property and adjacent property has not changed since the time of purchase by the public agency.

(State CEQA Guidelines, § 15312.)

Class 13: Acquisition of Lands for Wildlife Conservation Purposes. Acquisition of lands for fish and wildlife conservation purposes, including preservation of fish and wildlife habitat, establishment of ecological preserves under Fish and Game Code section 1580, and preservation of access to public lands and waters where the purpose of the acquisition is to preserve the land in its natural condition. (State CEQA Guidelines, § 15313.)

Class 14: Minor Additions to Schools. Minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten (10) classrooms, whichever is less. The addition of portable classrooms is included in this exemption. (State CEQA Guidelines, § 15314.)

Class 15: Minor Land Divisions. Division(s) of property in urbanized areas zoned for residential, commercial or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two (2) years, and the parcel does not have an average slope greater than 20%. (State CEQA Guidelines, § 15315.)

Class 16: Transfer of Ownership of Land in Order to Create Parks. Acquisition, sale, or other transfer of land in order to establish a park where the land is in a natural condition or contains historical or archaeological resources and either:

- (a) The management plan for the park has not been prepared, or
- (b) The management plan proposes to keep the area in a natural condition or preserve the historic or archaeological resources.

CEQA will apply when a management plan is proposed that will change the area from its natural condition or cause substantial adverse change in the significance of the historic or archaeological resource. (State CEQA Guidelines, § 15316.)

Class 17: Open Space Contracts or Easements. Establishment of agricultural preserves, making and renewing of open space contracts under the Williamson Act, or acceptance of easements or fee interests in order to maintain the open space character of the area. (The cancellation of such preserves, contracts, interests or easements is not included in this exemption.) (State CEQA Guidelines, § 15317.)

Class 18: Designation of Wilderness Areas. Designation of wilderness areas under the California Wilderness System. (State CEQA Guidelines, § 15318.)



Class 19: Annexations of Existing Facilities and Lots for Exempt Facilities. This exemption applies only to the following annexations:

- (a) Annexations to a city or special district of areas containing existing public or private structures developed to the density allowed by the current zoning or rezoning of either the gaining or losing governmental agency, whichever is more restrictive; provided, however, that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities; and
- (b) Annexations of individual small parcels of the minimum size for facilities exempted by Class 3, New Construction or Conversion of Small Structures.

(State CEQA Guidelines, § 15319.)

Class 20: Changes in Organization of Local Agencies. Changes in the organization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised. Examples include but are not limited to:

- (a) Establishment of a subsidiary district;
- (b) Consolidation of two or more districts having identical powers; and
- (c) Merger with a city of a district lying entirely within the boundaries of the city.

(State CEQA Guidelines, § 15320.)

Class 21: Enforcement Actions by Regulatory Agencies. Actions by regulatory agencies to enforce or revoke a lease, permit, license, certificate or other entitlement for use issued, adopted or prescribed by the regulatory agency or enforcement of a law, general rule, standard or objective administered or adopted by the regulatory agency; or law enforcement activities by peace officers acting under any law that provides a criminal sanction. The direct referral of a violation of lease, permit, license, certificate, or entitlement to the City Attorney for judicial enforcement is exempt under this Class. (Construction activities undertaken by the public agency taking the enforcement or revocation action are not included in this exemption.) (State CEQA Guidelines, § 15321.)

Class 22: Educational or Training Programs Involving No Physical Changes. The adoption, alteration or termination of educational or training programs which involve no physical alteration in the area affected or which involve physical changes only in the interior of existing school or training structures. Examples include but are not limited to:

- (a) Development of or changes in curriculum or training methods; or
- (b) Changes in the trade structure in a school which do not result in changes in student transportation. (State CEQA Guidelines, § 15322.)

Class 23: Normal Operations of Facilities for Public Gatherings. Continued or repeated normal operations of existing facilities for public gatherings for which the facilities were designed, where there is past history, of at least three years, of the facility being used for the same or similar purposes. Facilities included within this exemption include, but are not limited to, race tracks, stadiums, convention centers, auditoriums, amphitheaters, planetariums, swimming pools and amusement parks. (State CEQA Guidelines, § 15323.)

Class 24: Regulation of Working Conditions. Actions taken by the City to regulate employee wages, hours of work or working conditions where there will be no demonstrable physical changes outside the place of work. (State CEQA Guidelines, § 15324.)

Class 25: Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Historical Resources. Transfers of ownership of interest in land in order to preserve open space, habitat, or historical resources. Examples include, but are not limited to, acquisition, sale, or other transfer of areas to: preserve existing natural conditions, including plant or animal habitats; allow continued agricultural use of the areas; allow restoration of natural conditions; preserve open space or lands for natural park purposes; or prevent encroachment of development into floodplains. This exemption does not apply to the development of parks or park uses. (State CEQA Guidelines § 15325.)

Class 26: Acquisition of Housing for Housing Assistance Programs. Actions by a redevelopment agency, housing authority or other public agency to implement an adopted Housing Assistance Plan by acquiring an interest in housing units, provided the housing units are either in existence or possessing all required permits for construction when the agency makes its final decision to acquire the units. (State CEQA Guidelines, § 15326.)

Class 27: Leasing New Facilities. Leasing of a newly constructed or previously unoccupied privately owned facility by a local or state agency when the City determines that the proposed use of the facility:

- (a) Conforms with existing state plans and policies and with general, community, and specific plans for which an EIR or Negative Declaration has been prepared;
- (b) Is substantially the same as that originally proposed at the time the building permit was issued;
- (c) Does not result in a traffic increase of greater than 10% of front access road capacity; and
- (d) Includes the provision of adequate employee and visitor parking facilities.

(State CEQA Guidelines, § 15327.)

Class 28: Small Hydroelectric Projects at Existing Facilities. Installation of certain small hydroelectric-generating facilities in connection with existing dams, canals and pipelines, subject to the conditions in State CEQA Guidelines section 15328. (State CEQA Guidelines, § 15328.)

Class 29: Cogeneration Projects at Existing Facilities. Installation of cogeneration equipment with a capacity of 50 megawatts or less at existing facilities meeting certain conditions listed in State CEQA Guidelines, § 15329. (State CEQA Guidelines section 15329.)

Class 30: Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances. Any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing \$1 million or less.

- (a) No cleanup action shall be subject to this Class 30 exemption if the action requires the onsite use of a hazardous waste incinerator or thermal treatment unit or the relocation of residences or businesses, or the action involves the potential release into the air of volatile organic compounds as defined in Health and Safety Code section 25123.6, except for small scale in situ soil vapor extraction and treatment systems which have been permitted by the local Air Pollution Control District or Air Quality Management District. All actions must be consistent with applicable state and local environmental permitting requirements including, but not limited to, off-site disposal, air quality rules such as those governing volatile organic compounds and water quality standards, and approved by the regulatory body with jurisdiction over the site;
- (b) Examples of such minor cleanup actions include but are not limited to:
  - 1. Removal of sealed, non-leaking drums of hazardous waste or substances that have been stabilized, containerized and are designated for a lawfully permitted destination;
  - 2. Maintenance or stabilization of berms, dikes, or surface impoundments;
  - 3. Construction or maintenance or interim of temporary surface caps;
  - 4. Onsite treatment of contaminated soils or sludge provided treatment system meets Title 22 requirements and local air district requirements;
  - 5. Excavation and/or offsite disposal of contaminated soils or sludge in regulated units;
  - 6. Application of dust suppressants or dust binders to surface soils;
  - 7. Controls for surface water run-on and run-off that meets seismic safety standards;
  - 8. Pumping of leaking ponds into an enclosed container;
  - 9. Construction of interim or emergency ground water treatment systems; or
  - 10. Posting of warning signs and fencing for a hazardous waste or substance site that meets legal requirements for protection of wildlife.

(State CEQA Guidelines, § 15330.)

Class 31: Historical Resource Restoration/Rehabilitation. Maintenance, repairs, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer. (State CEQA Guidelines, § 15331.)

Class 32: Infill Development Projects. Infill development meeting the following conditions:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations;
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses;
- (c) The project site has no value as habitat for endangered, rare or threatened species;

- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and
- (e) The site can be adequately served by all required utilities and public services.

(State CEQA Guidelines, § 15332.)

Class 33: Small Habitat Restoration Projects.

This exemption applies to projects to assure the maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife, provided that such projects meet the following criteria:

- (a) The project does not exceed five acres in size;
- (b) There would be no significant adverse impact on endangered, rare or threatened species or their habitat pursuant to Section 15065 of the State CEQA Guidelines;
- (c) There are no hazardous materials at or around the project site that may be disturbed or removed; and
- (d) The project will not result in impacts that are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

Examples of small habitat restoration projects include, but are not limited to: revegetation of disturbed areas with native plant species; wetland restoration, the primary purpose of which is to improve conditions for waterfowl or other species that rely on wetland habitat; stream or river bank revegetation, the primary purpose of which is to improve habitat for amphibians or native fish; projects to restore or enhance habitat that are carried out principally with hand labor and not mechanized equipment; stream or river bank stabilization with native vegetation or other bioengineering techniques, the primary purpose of which is to reduce or eliminate erosion and sedimentation; and culvert replacement conducted in accordance with published guidelines of DFW or NOAA Fisheries, the primary purpose of which is to improve habitat or reduce sedimentation.

(State CEQA Guidelines, § 15333.)

## **4. TIME LIMITATIONS**

### **4.01 REVIEW OF PRIVATE PROJECT APPLICATIONS.**

Staff shall determine whether the application for a private project is complete within thirty (30) days of receipt of the application. No application may be deemed incomplete based on an applicant's refusal to waive the time limitations set forth in Local Guidelines Sections 4.03 and 4.04.

Accepting an application as complete does not limit the authority of the City, acting as Lead Agency or Responsible Agency, to require the applicant to submit additional information needed for environmental evaluation of the project. Requiring such additional information after the application is complete does not change the status of the application.

(Reference: State CEQA Guidelines, § 15101.)

### **4.02 DETERMINATION OF TYPE OF ENVIRONMENTAL DOCUMENT.**

Except as provided in Local Guidelines Sections 4.05 and 4.06, Staff's initial determination as to whether a Negative Declaration, Mitigated Negative Declaration or an EIR should be prepared shall be made within thirty (30) days from the date on which an application for a project is accepted as complete by the City. This period may be extended fifteen (15) days with consent of the applicant and the City.

(Reference: State CEQA Guidelines, § 15102.)

### **4.03 COMPLETION AND ADOPTION OF NEGATIVE DECLARATION.**

For private projects involving the issuance of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies, the Negative Declaration/Mitigated Negative Declaration shall be completed and approved within one hundred eighty (180) days from the date when the City accepted the application as complete. In the event that compelling circumstances justify additional time and the project applicant and Lead Agency consent thereto, Staff may provide that the 180-day time limit may be extended once for a period of not more than 90 days.

(Reference: State CEQA Guidelines, § 15107.)

### **4.04 COMPLETION AND CERTIFICATION OF FINAL EIR.**

For private projects, the Final EIR shall be completed and certified by the City within one (1) year after the date the City accepted the application as complete. In the event that compelling circumstances justify additional time and the project applicant consents thereto, the City may provide a one-time extension up to ninety (90) days for completing and certifying the EIR.

(Reference: State CEQA Guidelines, § 15108.)

#### **4.05 PROJECTS SUBJECT TO THE PERMIT STREAMLINING ACT.**

The Permit Streamlining Act requires agencies to make decisions on certain development project approvals within specified time limits. If a project is subject to the Permit Streamlining Act, the City cannot require the project applicant to submit the informational equivalent of an EIR or prove compliance with CEQA as a prerequisite to determining whether the project application is complete. In addition, if requested by the project applicant, the City must begin processing the project application prior to final CEQA action, provided the information necessary to begin the process is available.

(Reference: Gov. Code §§ 65941, 65944.)

Under the Permit Streamlining Act, the Lead Agency must approve or disapprove the development project application within one hundred eighty (180) days from the date on which it certifies the EIR, or within ninety (90) days of certification if an extension for completing and certifying the EIR was granted. If the Lead Agency adopts a Negative Declaration/Mitigated Negative Declaration or determines the development project is exempt from CEQA, it shall approve or disapprove the project application within sixty (60) days from the date on which it adopts the Negative Declaration/Mitigated Negative Declaration or determines that the project is exempt from CEQA.

(Reference: Gov. Code §§ 65950, 65950.1; see also State CEQA Guidelines, § 15107.)

Except for waivers of the time periods for preparing a joint Environmental Impact Report/Environmental Impact Statement (as outlined in Government Code sections 65951 and 65957), the City cannot require a waiver of the time limits specified in the Permit Streamlining Act as a condition of accepting or processing a development project application. In addition, the City cannot disapprove a development project application in order to comply with the time limits specified in the Permit Streamlining Act.

(Reference: Gov. Code §§ 65940.5, 65952.2.)

#### **4.06 PROJECTS, OTHER THAN THOSE SUBJECT TO THE PERMIT STREAMLINING ACT, WITH SHORT TIME PERIODS FOR APPROVAL.**

A few statutes require agencies to make decisions on project applications within time limits that are so short that review of the project under CEQA would be difficult. To enable the City as Lead Agency to comply with both the enabling statute and CEQA, the City shall deem a project application as not received for filing under the enabling statute until such time as the environmental documentation required by CEQA is complete. This section applies where all of the following conditions are met:

- (a) The enabling statute for a program, other than development projects under Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the Government Code, requires the City to take action on an application within a specified period of time of six (6) months or less;
- (b) The enabling statute provides that the project is approved by operation of law if the City fails to take any action within the specified time period; and

- (c) The project application involves the City's issuance of a lease, permit, license, certificate or other entitlement for use.

In any case, the environmental document shall be completed or certified and the decision on the application shall be made within the period established by the Permit Streamlining Act (Government Code sections 65920, et seq.).

(Reference: State CEQA Guidelines, § 15111.)

#### **4.07 WAIVER OR SUSPENSION OF TIME PERIODS.**

These deadlines may be waived by the applicant if the project is subject to both CEQA and the National Environmental Policy Act ("NEPA").

An unreasonable delay by an applicant in meeting the City's requests necessary for the preparation of a Negative Declaration, Mitigated Negative Declaration, or an EIR shall suspend the running of the time periods described in Local Guidelines Sections 4.03 and 4.04 for the period of the unreasonable delay. Alternatively, the City may disapprove a project application where there is unreasonable delay in meeting requests. The City may also allow a renewed application to start at the same point in the process where the prior application was when it was disapproved.

(Reference: State CEQA Guidelines, §§ 15109, 15110, and 15224; see Section 5.04 of these Local Guidelines for information about projects that are subject to both CEQA and NEPA.)

## **5. INITIAL STUDY**

### **5.01 PREPARATION OF INITIAL STUDY.**

If the City determines that it is the Lead Agency for a project which is not exempt, the City will normally prepare an Initial Study to ascertain whether the project may have a substantial adverse effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial. All phases of project planning, implementation and operation must be considered in the Initial Study. An Initial Study may rely on expert opinion supported by facts, technical studies or other substantial evidence. However, an Initial Study is neither intended nor required to include the level of detail included in an EIR.

The City, as Lead Agency, may use any of the following arrangements or combination of arrangements to prepare an Initial Study:

- (1) Preparing the Initial Study directly with the City's own staff.
- (2) Contracting with another entity, public or private, to prepare the Initial Study.
- (3) Accepting a draft Initial Study prepared by the applicant, a consultant retained by the applicant, or any other third person.
- (4) Executing a third party contract or memorandum of understanding with the applicant to govern the preparation of an Initial Study by an independent contractor.
- (5) Using a previously prepared Initial Study.

The Initial Study sent out for public review, however, must reflect the independent judgment of the Lead Agency.

For private projects, the person or entity proposing to carry out the project shall complete Form "T" of these Local CEQA Guidelines, submit the completed Form "T" to the City, and submit all other data and information as may be required by the City to determine whether the proposed project may have a significant effect on the environment. All costs incurred by the City in reviewing the data and information submitted, or in conducting its own investigation based upon such data and information, or in preparing an Initial Study for the project shall be borne by the person or entity proposing to carry out the project.

(Reference: State CEQA Guidelines, §§ 15063, 15084.)

### **5.02 INFORMAL CONSULTATION WITH OTHER AGENCIES.**

When more than one public agency will be involved in undertaking or approving a project, the Lead Agency shall consult with all Responsible and any Trustee Agencies. Such consultation shall be undertaken in compliance with the notice procedures applicable to the type of CEQA document being prepared. See Section 6.04, Negative Declarations, and Sections 7.03 and 7.25, EIRs.



When the City is acting as Lead Agency, the City may choose to engage in early consultation with Responsible and Trustee Agencies before the City begins to prepare the Initial Study. This early consultation may be done quickly and informally and is intended to ensure that the EIR, Negative Declaration or Mitigated Negative Declaration reflects the concerns of all Responsible Agencies that will issue approvals for the project and all Trustee Agencies responsible for natural resources affected by the project. The City's early consultation process may include consultation with other individuals or organizations with an interest in the project, if the City so desires. The OPR, upon request of the City or a private project applicant, shall assist in identifying the various Responsible Agencies for a proposed project and ensure that the Responsible Agencies are notified regarding any early consultation. In the case of a project undertaken by a public agency, the OPR, upon request of the City, shall ensure that any Responsible Agency or public agency that has jurisdiction by law with respect to the project is notified regarding any early consultation.

If, during the early consultation process it is determined that the project will clearly have a significant effect on the environment, the City, as Lead Agency, may immediately dispense with the Initial Study and determine that an EIR is required.

(Reference: State CEQA Guidelines, § 15063.)

### **5.03 CONSULTATION WITH PRIVATE PROJECT APPLICANT.**

During or immediately after preparation of an Initial Study for a private project, the City may consult with the applicant to determine if the applicant is willing to modify the project to reduce or avoid the significant effects identified in the Initial Study. If the project can be revised to avoid or mitigate effects to a level of insignificance and there is no substantial evidence before the City that the project, as revised, may have a significant effect on the environment, the City may prepare and adopt a Negative Declaration or Mitigated Negative Declaration. If any significant effect may still occur despite alterations of the project, an EIR must be prepared.

(Reference: State CEQA Guidelines, § 15063(g).)

### **5.04 PROJECTS SUBJECT TO NEPA.**

Projects that are carried out, financed, or approved in whole or in part by a federal agency are subject to the provisions of NEPA in addition to CEQA. To the extent possible, the State CEQA Guidelines encourage the City, when it is a Lead Agency under CEQA, to use the federally-prepared Environmental Impact Statement ("EIS") or Finding of No Significant Impact ("FONSI") or to prepare a joint CEQA/NEPA document instead of preparing separate NEPA and CEQA documents for a project that is subject to both NEPA and CEQA. (State CEQA Guidelines, § 15220.)

For example, the City should attempt to work in conjunction with the federal agency involved in the project to prepare a combined EIR-EIS or Negative Declaration-FONSI. (State CEQA Guidelines, § 15222.) To avoid the need for the federal agency to prepare a separate document for the same project, the Lead Agency must involve the federal agency in the preparation of the joint document. The Lead Agency may also enter into a Memorandum of Understanding with the federal agency to ensure that both federal and state requirements are met.

The City is required to cooperate with the federal agency and to utilize joint planning processes, environmental research and studies, public hearings, and environmental documents to the fullest extent possible. (State CEQA Guidelines, § 15226.) However, since NEPA does not require an examination of mitigation measures or growth-inducing impacts, analysis of mitigation measures and growth-inducing impacts will need to be added before NEPA documents may be used to satisfy CEQA. (State CEQA Guidelines, § 15221.)

For projects that are subject to NEPA, a scoping meeting held pursuant to NEPA satisfies the CEQA scoping requirement as long as notice is provided to the agencies and individuals listed in Local Guidelines Section 7.10, and provided in accordance with these Local Guidelines.

If the federal agency refuses to cooperate with the City with regard to the preparation of joint documents, the City should attempt to involve a state agency in the preparation of the EIR, Negative Declaration, or Mitigated Negative Declaration. Since federal agencies are explicitly permitted to utilize environmental documents prepared by agencies of statewide jurisdiction, it is possible that the federal agency will reuse the state-prepared CEQA documents instead of requiring the applicant to fund a redundant set of federal environmental documents. (State CEQA Guidelines, § 15228.)

Where the federal agency has circulated the EIS or FONSI and the circulation satisfied the requirements of CEQA and any other applicable laws, the City, when it is a Lead Agency under CEQA, may use the EIS or FONSI in place of an EIR or Negative Declaration without having to recirculate the federal documents. The City's intention to adopt the previously circulated EIS or FONSI must be publicly noticed in the same way as a Notice of Availability of a Draft EIR.

Special rules may apply when the environmental documents are prepared for projects involving the reuse of military bases. (See State CEQA Guidelines, § 15225.)

## **5.05 AN INITIAL STUDY.**

The Initial Study shall be used to determine whether a Negative Declaration, Mitigated Negative Declaration or an EIR shall be prepared for a project. It provides written documentation of whether the City found evidence of significant adverse impacts which might occur. The purposes of an Initial Study are to:

- (a) Identify environmental impacts;
- (b) Enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is written;
- (c) Focus an EIR, if one is required, on potentially significant environmental effects;
- (d) Facilitate environmental assessment early in the design of a project;
- (e) Provide documentation of the factual basis for the finding in a Negative Declaration that a project will not have a significant effect on the environment;
- (f) Eliminate unnecessary EIRs; and
- (g) Determine whether a previously prepared EIR could be used for the project.

(Reference: State CEQA Guidelines, § 15063.)

## **5.06 CONTENTS OF INITIAL STUDY.**

An Initial Study shall contain in brief form:

- (a) A description of the project, including the location of the project. The project description must be consistent throughout the environmental review process;
- (b) An identification of the environmental setting. The environmental setting is usually the existing physical environmental conditions in the vicinity of the project, as they exist at the time the Notice of Preparation is published, or if no Notice of Preparation is published, such as in the case of a Negative Declaration or Mitigated Negative Declaration, at the time environmental analysis begins. The environmental setting should describe both the project site and surrounding properties. The description should include, but not necessarily be limited to, a discussion of existing structures, land use, energy supplies, topography, water usage, soil stability, plants and animals, and any cultural, historical, or scenic aspects. This environmental setting will normally constitute the baseline physical conditions against which a Lead Agency may compare the project to determine whether an impact is significant;
- (c) An identification of environmental effects by use of a checklist, matrix, or other method, provided that entries are briefly explained to show the evidence supporting the entries. The brief explanation may be through either a narrative or a reference to other information such as attached maps, photographs, or an earlier EIR or Negative Declaration or Mitigated Negative Declaration. A reference to another document should include a citation to the page or pages where the information is found;
- (d) A discussion of ways to mitigate any significant effects identified;
- (e) An examination of whether the project is consistent with existing zoning and local land use plans and other applicable land use controls;
- (f) The name of the person or persons who prepared or participated in the Initial Study; and
- (g) Identification of prior EIRs or environmental documents that could be used with the project.

(Reference: State CEQA Guidelines, § 15063(d).)

## **5.07 USE OF A CHECKLIST INITIAL STUDY.**

When properly completed, the Environmental Checklist (Form “J”) will meet the requirements of Local Guidelines Section 5.05 for an Initial Study provided that the entries on the checklist are explained. Either the Environmental Checklist (Form “J”) should be expanded or a separate attachment should be prepared to describe the project, including its location, and to identify the environmental setting. The Abbreviated Environmental Assessment (Form “C-1”) contains the City’s abbreviated Environmental Checklist and may be used to reference the complete Initial Study Cover/Environmental Checklist (Form “C-2”).

California courts have rejected the use of a bare, unsupported Environmental Checklist as an Initial Study. An Initial Study must contain more than mere conclusions. It must disclose supporting data or evidence upon which the Lead Agency relied in conducting the Initial Study. The Lead Agency must augment checklists with supporting factual data and reference information sources when completing the forms. Explanation of all “potential impact” answers

should be provided on attached sheets. For controversial projects, it is advisable to state briefly why “no” answers were checked. If practicable, attach a list of reference materials, such as prior EIRs, plans, traffic studies, air quality data, or other supporting studies.

## **5.08 EVALUATING SIGNIFICANT ENVIRONMENTAL EFFECTS.**

In evaluating the environmental significance of effects disclosed by the Initial Study, the Lead Agency shall consider:

- (a) Whether the Initial Study and/or any comments received informally during consultations indicate that a fair argument can be made that the project may have a significant adverse environmental impact that cannot be mitigated to a level of insignificance. Even if a fair argument can be made to the contrary, an EIR should be prepared;
- (b) Whether both primary (direct) and reasonably foreseeable secondary (indirect) consequences of the project were evaluated. Primary consequences are immediately related to the project, while secondary consequences are related more to the primary consequences than to the project itself. For example, secondary impacts upon the resources base, including land, air, water and energy use of an area, may result from population growth, a primary impact;
- (c) Whether adverse social and economic changes will result from a physical change caused by the project. Adverse economic and social changes resulting from a project are not, in themselves, significant environmental effects. However, if such adverse changes cause physical changes in the environment, those consequences may be used as the basis for finding that the physical change is significant;
- (d) Whether there is serious public controversy or disagreement among experts over the environmental effects of the project. However, the existence of public controversy or disagreement among experts does not, without more, require preparation of an EIR in the absence of substantial evidence of significant effects;
- (e) Whether the cumulative impact of the project is significant and whether the incremental effects of the project are “cumulatively considerable” (as defined in Local Guidelines Section 11.14) when viewed in connection with the effects of past projects, current projects, and probable future projects. The City may conclude that a project’s incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program (including, but not limited to, water quality control plan, air quality attainment or maintenance plan, integrated waste management plan, habitat conservation plan, natural community conservation plan, plans or regulations for the reduction of greenhouse gas emissions) that provides specific requirements that will avoid or substantially lessen the cumulative problem. To be used for this purpose, such a plan or program must be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process. In relying on such a plan or program, the City should explain which requirements apply to the project and ensure that the project’s incremental contribution is not cumulatively considerable; and
- (f) Whether the project may cause a substantial adverse change in the significance of an archaeological or historical resource.

The City may use a threshold of significance (as that term is defined in State CEQA Guidelines section 15064.7) to determine whether a project may cause a significant environmental impact. When using a threshold of significance, the City should briefly explain how compliance with the threshold means that the project's impacts are less than significant. Compliance with the threshold, however, does not relieve the City of the obligation to consider substantial evidence indicating that a project's environmental effects may still be significant.

(Reference: State CEQA Guidelines, § 15064(b)(2).)

## **5.09 DETERMINING THE SIGNIFICANCE OF TRANSPORTATION IMPACTS**

On or about December 28, 2018, the California Natural Resources Agency added a new section to the State CEQA Guidelines—Section 15064.3, entitled “Determining the Significance of Transportation Impacts.”

Section 15064.3 provides:

(a) Purpose.

This section describes specific considerations for evaluating a project's transportation impacts. Generally, vehicle miles traveled is the most appropriate measure of transportation impacts. For the purposes of this section, “vehicle miles traveled” refers to the amount and distance of automobile travel attributable to a project. Other relevant considerations may include the effects of the project on transit and non-motorized travel. Except as provided in subdivision (b)(2) below (regarding roadway capacity), a project's effect on automobile delay shall not constitute a significant environmental impact.

(b) Criteria for Analyzing Transportation Impacts.

(1) Land Use Projects. Vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact.

(2) Transportation Projects. Transportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation impact. For roadway capacity projects, agencies have discretion to determine the appropriate measure of transportation impact consistent with CEQA and other applicable requirements. To the extent that such impacts have already been adequately addressed at a programmatic level, such as in a regional transportation plan EIR, a lead agency may tier from that analysis as provided in Section 15152.

(3) Qualitative Analysis. If existing models or methods are not available to estimate the vehicle miles traveled for the particular project being considered, a lead agency may analyze the project's vehicle miles traveled qualitatively. Such a qualitative analysis would evaluate factors such as the availability of transit, proximity to other destinations, etc. For many projects, a qualitative analysis of construction traffic may be appropriate.

(4) Methodology. A lead agency has discretion to choose the most appropriate methodology to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency may use models to estimate a project's vehicle miles traveled, and may revise those estimates to reflect professional judgment based on substantial evidence. Any assumptions used to estimate vehicle miles traveled and any revisions to model outputs should be documented and explained in the environmental document prepared for the project. The standard of adequacy in Section 15151 shall apply to the analysis described in this section.

(c) Applicability.

The provisions of this section shall apply prospectively as described in section 15007. A lead agency may elect to be governed by the provisions of this section immediately. Beginning on July 1, 2020, the provisions of this section shall apply statewide.

(Reference: State CEQA Guidelines, § 15064.3.)

## **5.10 MANDATORY FINDINGS OF SIGNIFICANT EFFECT.**

Whenever there is substantial evidence, in light of the whole record, that any of the conditions set forth below may occur, the Lead Agency shall find that the project may have a significant effect on the environment and thereby shall require preparation of an EIR:

- (a) The project has the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of major periods of California history or prehistory;
- (b) The project has the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals;
- (c) The project has possible environmental effects which are individually limited but cumulatively considerable, as defined in Local Guidelines Section 11.14. That is, the City, when acting as Lead Agency, is required to determine whether the incremental impacts of a project are cumulatively considerable by evaluating them against the back-drop of the environmental effects of the other projects; or
- (d) The environmental effects of a project will cause substantial adverse effects on humans either directly or indirectly.

If, before the release of the CEQA document for public review, the potential for triggering one of the mandatory findings of significance is avoided or mitigation measures or project modifications reduce the potentially significant impacts to a point where clearly the mandatory finding of significance is not triggered, preparation of an EIR is not mandated. If the project's potential for triggering one of the mandatory findings of significance cannot be avoided or mitigated to a point where the criterion is clearly not triggered, an EIR shall be prepared, and the relevant mandatory findings of significance shall be used:

- (1) as thresholds of significance for purposes of preparing the EIR's impact analysis;
- (2) in making findings on the feasibility of alternatives or mitigation measures;
- (3) when found to be feasible, in making changes in the project to lessen or avoid the adverse environmental impacts; and
- (4) when necessary, in adopting a statement of overriding considerations.

Although an EIR prepared for a project that triggers one of the mandatory findings of significance must use the relevant mandatory findings as thresholds of significance, the EIR need not conclude that the impact itself is significant. Rather, the City, as Lead Agency, must exercise its discretion and determine, on a case-by-case basis after evaluating all of the relevant evidence, whether the project's environmental impacts are avoided or mitigated below a level of significance or whether a statement of overriding considerations is required.

With regard to a project that has the potential to substantially reduce the number or restrict the range of a protected species, the City, as Lead Agency, does not have to prepare an EIR solely due to that impact, provided the project meets the following three criteria:

- (a) The project proponent must be bound to implement mitigation requirements relating to such species and habitat pursuant to an approved habitat conservation plan and/or natural communities conservation plan;
- (b) The state or federal agency must have approved the habitat conservation plan and/or natural community conservation plan in reliance on an EIR and/or EIS; and
- (c) The mitigation requirements must either avoid any net loss of habitat and net reduction in number of the affected species, or preserve, restore, or enhance sufficient habitat to mitigate the reduction in habitat and number of the affected species below a level of significance.

(Reference: State CEQA Guidelines, § 15065.)

## **5.11 MANDATORY PREPARATION OF AN EIR FOR WASTE-BURNING PROJECTS.**

Lead Agencies shall prepare or cause to be prepared and certify the completion of an EIR, or, if appropriate, an Addendum, Supplemental EIR, or Subsequent EIR, for any project involving the burning of municipal wastes, hazardous waste or refuse-derived fuel, including, but not limited to, tires, if the project consists of any of the following:

- (a) The construction of a new facility;

- (b) The expansion of an existing hazardous waste burning facility which would increase its permitted capacity by more than 10%;
- (c) The issuance of a hazardous waste facilities permit to a land disposal facility, as defined in Local Guidelines Section 11.32; or
- (d) The issuance of a hazardous waste facilities permit to an offsite large treatment facility, as defined in Local Guidelines Sections 11.33 and 11.53.

This section does not apply to projects listed in subsections (c) and (d), immediately above, if the facility only manages hazardous waste that is identified or listed pursuant to Health and Safety Code section 25140 or 25141 or only conducts activities which are regulated pursuant to Health and Safety Code sections 25100, et seq.

The Lead Agency shall calculate the percentage of expansion for an existing facility by comparing the proposed facility's capacity with either of the following, as applicable:

- (a) The facility capacity authorized in the facility's hazardous waste facilities permit pursuant to Health and Safety Code section 25200, or its grant of interim status pursuant to Health and Safety Code section 25200.5, or the facility capacity authorized in any state or local agency permit allowing the construction or operation of the facility for the burning of hazardous waste granted before January 1, 1990; or
- (b) The facility capacity authorized in the facility's original hazardous facilities permit, grant of interim status, or any state or local agency permit allowing the construction or operation of a facility for the burning of hazardous waste, granted on or after January 1, 1990.

This section does not apply to any project over which the State Energy Resources Conservation and Development Commission has assumed jurisdiction per Health and Safety Code sections 25500 et seq.

The EIR requirement is also subject to a number of exceptions for specific types of waste-burning projects. (Public Resources Code section 21151.1 and State CEQA Guidelines section 15081.5.) Even if preparation of an EIR is not mandatory for a particular type of waste-burning project, those projects are not exempt from the other requirements of CEQA, the State CEQA Guidelines, or these Local Guidelines. In addition, waste-burning projects are subject to special notice requirements under Public Resources Code section 21092. Specifically, in addition to the standard public notices required by CEQA, notice must be provided to all owners and occupants of property located within one-fourth mile of any parcel or parcels on which the waste-burning project will be located. (Public Resources Code section 21092(c); see Local Guidelines Sections 6.12 and 7.27.)

## **5.12 DEVELOPMENT PURSUANT TO AN EXISTING COMMUNITY PLAN AND EIR.**

Before preparing a CEQA document, Staff should determine whether the proposed project involves development consistent with an earlier zoning or community plan to accommodate a particular density for which an EIR has been certified. If an earlier EIR for the zoning or planning action has been certified, and if the proposed project concerns the approval of a subdivision map or development, CEQA applies only to the extent the project raises



environmental effects peculiar to the parcel which were not addressed in the earlier EIR. Off-site and cumulative effects not discussed in the general plan EIR must still be considered. Mitigation measures set out in the earlier EIR should be implemented at this stage.

Environmental effects shall not be considered peculiar to the parcel if uniformly applied development policies or standards have been previously adopted by a city or county with a finding based on substantial evidence that the policy or standard will substantially mitigate the environmental effect when applied to future projects. Examples of uniformly applied development policies or standards include, but are not limited to: parking ordinances; public access requirements; grading ordinances; hillside development ordinances; flood plain ordinances; habitat protection or conservation ordinances; view protection ordinances; and requirements for reducing greenhouse gas emissions as set forth in adopted land use plans, policies or regulations. Any rezoning action consistent with the Community Plan shall be subject to exemption from CEQA in accordance with this section. “Community Plan” means part of a city’s general plan which: (1) applies to a defined geographic portion of the total area included in the general plan; (2) complies with Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code by referencing each of the mandatory elements specified in Government Code section 65302; and (3) contains specific development policies adopted for the area in the Community Plan and identifies measures to implement those policies, so that the policies which will apply to each parcel can be determined.

(Reference: State CEQA Guidelines, § 15183.)

### **5.13 LAND USE POLICIES.**

When a project will amend a general plan or another land use policy, the Initial Study must address how the change in policy and its expected direct and indirect effects will affect the environment. When the amendments constitute substantial changes in policies that result in a significant impact on the environment, an EIR may be required.

### **5.14 EVALUATING IMPACTS ON HISTORICAL RESOURCES.**

Projects that may cause a substantial adverse change in the significance of a historical resource, as defined in Local Guidelines Section 11.28 are projects that may have a significant effect on the environment, thus requiring consideration under CEQA. Particular attention and care should be given when considering such projects, especially projects involving the demolition of a historical resource, since such demolitions have been determined to cause a significant effect on the environment.

Substantial adverse change in the significance of a historical resource means physical demolition, destruction, relocation or alteration of the resource or its immediate surroundings, such that the significance of a historical resource would be materially impaired.

The significance of a historical resource is materially impaired when a project:

- (a) Demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its inclusion in, or eligibility for inclusion in, the California Register of Historical Resources;

- (b) Demolishes or materially alters in an adverse manner those physical characteristics that account for its inclusion in a local register of historical resources or its identification in a historical resources survey, unless the Lead Agency establishes by a preponderance of evidence that the resource is not historically or culturally significant; or
- (c) Demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its eligibility for inclusion in the California Register of Historical Resources as determined by the Lead Agency for purposes of CEQA.

Generally, a project that follows either one of the following sets of standards and guidelines will be considered mitigated to a level of less than significant: (a) the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings; or (b) the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (1995), Weeks and Grimmer.

In the event of an accidental discovery of a possible historical resource during construction of the project, the City may provide for the evaluation of the find by a qualified archaeologist or other professional. If the find is determined to be a historical resource, the City should take appropriate steps to implement appropriate avoidance or mitigation measures. Work on non-affected portions of the project, as determined by the City, may continue during the process. Curation may be an appropriate mitigation measure for an artifact that must be removed during project excavation or testing.

(Reference: State CEQA Guidelines, § 15064.5.)

## **5.15 EVALUATING IMPACTS ON ARCHAEOLOGICAL SITES.**

When a project will impact an archaeological site, the City shall first determine whether the site is a historical resource, as defined in Local Guidelines Section 11.28. If the archaeological site is a historical resource, it shall be treated and evaluated as such, and not as an archaeological resource. If the archaeological site does not meet the definition of a historical resource, but does meet the definition of a unique archaeological resource set forth in Public Resources Code section 21083.2, the site shall be treated in accordance with said provisions of the Public Resources Code. The time and cost limitations described in Section 21083.2(c-f) do not apply to surveys and site evaluation activities intended to determine whether the project site contains unique archaeological resources.

If the archaeological resource is neither a unique archaeological resource nor a historical resource, the effects of the project on those resources shall not be considered a significant effect on the environment. It shall be sufficient that both the resource and the effect on it are noted in the Initial Study or EIR, if one is prepared to address impacts on other resources, but they need not be considered further in the CEQA process.

In the event of an accidental discovery of a possible unique archaeological resource during construction of the project, the City may provide for the evaluation of the find by a qualified archaeologist. If the find is determined to be a unique archaeological resource, the City

should take appropriate steps to implement appropriate avoidance or mitigation measures. Work on non-affected portions of the project, as determined by the City, may continue during the process. Curation may be an appropriate mitigation measure for an artifact that must be removed during project excavation or testing.

When an Initial Study identifies the existence of, or the probable likelihood of, Native American human remains within the Project, the City shall comply with the provisions of State CEQA Guidelines section 15064.5(d). In the event of an accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the City shall comply with the provisions of State CEQA Guidelines section 15064.5(e).

(Reference: State CEQA Guidelines, § 15064.5(c).)

## **5.16 CONSULTATION WITH WATER AGENCIES REGARDING LARGE DEVELOPMENT PROJECTS.**

### **(a) Projects Subject to Consultation Requirements.**

For certain development projects, cities and counties must consult with water agencies. If the City is a municipal water provider, the city or county may request that the City prepare a water supply assessment to be included in the relevant environmental documentation for the project. The City may refer to this section when preparing such an assessment or when reviewing projects in its role as a Responsible Agency. This section applies only to water demand projects as defined by Local Guidelines Section 11.83. Program level environmental review may not need to be as extensive as project level environmental review. (See Local Guidelines Sections 8.03 and 8.08.)

### **(b) Water Supply Assessment.**

When a city or county as Lead Agency determines the type of environmental document that will be prepared for a water demand project or any project that includes a water demand project, the city or county must identify any public water system (as defined in Local Guidelines Sections 11.59 and 11.83) that may supply water for the project. The city or county must also request that the public water system determine whether the projected demand associated with the project was included in the most recently adopted Urban Water Management Plan. The city or county must also request that the public water system prepare a specified water supply assessment for approval at a regular or special meeting of the public water system governing body. A sample request for a water supply assessment is provided as Form “N” of these Local CEQA Guidelines.

If no public water system is identified that may supply water for the water demand project, the city or county shall prepare the water supply assessment. The city or county shall consult with any entity serving domestic water supplies whose service area includes the site of the water demand project, the local agency formation commission, and the governing body of any public water system adjacent to the site of the water demand project. The city council or county board of supervisors must approve the water assessment prepared pursuant to this paragraph at a regular or special meeting.

As per Water Code section 10910, the water assessment must include identification of existing water supply entitlements, water rights, or water service contracts relevant to the water supply for the proposed project and water received in prior years pursuant to those entitlements, rights, and contracts, and further information is required if water supplies include groundwater. The water assessment must determine the ability of the public water system to meet existing and future demands along with the demands of the proposed water demand project in light of existing and future water supplies. This supply demand analysis is to be conducted via a twenty-year projection, and must assess water supply sufficiency during normal year, single dry year, and multiple dry year hydrology scenarios. If the public water agency concludes that the water supply is, or will be, insufficient, it must submit plans for acquiring additional water supplies.

The city or county may grant the public water agency a thirty (30) day extension of time to prepare the assessment if the public water agency requests an extension within ninety (90) days of being asked to prepare the assessment. If the governing body of the public water system fails to request and receive an extension of time, or fails to submit the water assessment notwithstanding the thirty (30) day extension, the city or county may seek a writ of mandamus to compel the governing body of the public water system to comply.

If a water-demand project has been the subject of a water assessment, no additional water assessment shall be required for subsequent water-demand projects that were included in the larger water-demand project if all of the following criteria are met:

- (1) The entity completing the water assessment concluded that its water supplies are sufficient to meet the projected water demand associated with the larger water-demand project, in addition to the existing and planned future uses, including, but not limited to, agricultural and industrial uses; and
- (2) None of the following changes has occurred since the completion of the water assessment for the larger water-demand project:
  - (A) Changes in the larger water-demand project that result in a substantial increase in water demand for the water-demand project;
  - (B) Changes in the circumstances or conditions substantially affecting the ability of the public water system identified in the water assessment to provide a sufficient supply of water for the water demand project; and
  - (C) Significant new information becomes available which was not known and could not have been known at the time when the entity had reached its assessment conclusions.
- (3) The city or county shall include the water assessment, and any water acquisition plan in the EIR, negative declaration, or mitigated negative declaration, or any supplement thereto, prepared for the project, and may include an evaluation of the water assessment and water acquisition plan information within such environmental document. A discussion of water supply availability should be included in the main text of the environmental document. Normally, this discussion should be based on the data and information included in the water

supply assessment. In making its required findings under CEQA, the city or county shall determine, based on the entire record, whether projected water supplies will be sufficient to satisfy the demands of the project, in addition to existing and planned future uses. If a city or county determines that water supplies will not be sufficient, the city or county shall include that determination in its findings for the project.

The degree of certainty regarding the availability of water supplies will vary depending on the stage of project approval. A Lead Agency should have greater confidence in the availability of water supplies for a specific project than might be required for a conceptual plan (i.e. general plan, specific plan). An analysis of water supply in an environmental document may incorporate by reference information in a water supply assessment, urban water management plan, or other publicly available sources. The analysis shall include the following:

- (1) Sufficient information regarding the project's proposed water demand and proposed water supplies to permit the Lead Agency to evaluate the pros and cons of supplying the amount of water that the project will need.
- (2) An analysis of the reasonably foreseeable environmental impacts of supplying water throughout all phases of the project.
- (3) An analysis of circumstances affecting the likelihood of the water's availability, as well as the degree of uncertainty involved. Relevant factors may include but are not limited to, drought, salt-water intrusion, regulatory or contractual curtailments, and other reasonably foreseeable demands on the water supply.
- (4) If the Lead Agency cannot determine that a particular water supply will be available, it shall conduct an analysis of alternative sources, including at least in general terms the environmental consequences of using those alternative sources, or alternatives to the project that could be served with available water.

For complete information on these requirements, consult Water Code sections 10910, et seq. For other CEQA provisions applicable to these types of projects, see Local Guidelines Sections 7.03 and 7.25.

#### **5.17 SUBDIVISIONS WITH MORE THAN 500 DWELLING UNITS.**

Cities and counties must obtain written verification (see Form “O” for a sample) from the applicable public water system(s) that a sufficient water supply is available before approving certain residential development projects. If the City is a municipal water provider for a project, the city or county may request such a verification from the City. The City should also be aware of these requirements when reviewing projects in its role as a Responsible Agency.

Cities and counties are prohibited from approving a tentative map, parcel map for which a tentative map was not required, or a development agreement for a subdivision of property of more than 500 dwellings units, unless:

- (1) The City Council, Board of Supervisors, or the advisory agency receives written verification from the applicable public water system that a sufficient water supply is available; or
- (2) Under certain circumstances, the City Council, Board of Supervisors or the advisory agency makes a specified finding that sufficient water supplies are, or will be, available prior to completion of the project.

For complete information on these requirements, consult Government Code section 66473.7.

(Reference: Pub. Resources Code, § 21083.4.)

## **5.18 IMPACTS TO OAK WOODLANDS.**

When a county prepares an Initial Study to determine what type of environmental document will be prepared for a project within its jurisdiction, the county must determine whether the project may result in a conversion of oak woodlands that will have a significant effect on the environment. Normally, this rule will not apply to projects undertaken by the City. However, if the City is a Responsible Agency on such a project, the City should endeavor to ensure that the county, as Lead Agency, analyzes these impacts in accordance with CEQA.

(Reference: State CEQA Guidelines, § 21083.4.)

## **5.19 CLIMATE CHANGE AND GREENHOUSE GAS EMISSIONS.**

### **A. Estimating or Calculating the Magnitude of the Project's Greenhouse Gas Emissions.**

The City shall analyze the greenhouse gas emissions of its projects as required by State CEQA Guidelines section 15064.4. For projects subject to CEQA, the City shall make a good-faith effort, based to the extent possible on scientific and factual data, to describe, calculate or estimate the amount of greenhouse gas emissions resulting from a project.

In performing analysis of greenhouse gas emissions, the City, as Lead Agency, shall have discretion to determine, in the context of a particular project, whether to:

- (1) Quantify greenhouse gas emissions resulting from a project; and/ or
- (2) Rely on a qualitative analysis or performance-based standards.

### **B. Factors in Determining Significance.**

In determining the significance of a project's greenhouse gas emissions, the City, when acting as Lead Agency, should focus its analysis on the reasonably foreseeable incremental contribution of the project's emissions to the effects of climate change. A project's incremental contribution may be cumulatively considerable even if it appears relatively small compared to statewide, national, or global emissions. The City's analysis should consider a timeframe that is

appropriate for the project. The City's analysis also must reasonably reflect evolving scientific knowledge and state regulatory schemes.

Once the amount of a project's greenhouse gas emissions have been described, estimated, or calculated, the City should consider the following factors, among others, to determine whether those emissions are significant:

- (1) The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting. Physical environmental conditions in the vicinity of the project, as they exist at the time the Notice of Preparation is published or the time when the environmental analysis is commenced, will normally constitute the baseline. All project phases, including construction and operation, should be considered in determining whether a project will cause emissions to increase or decrease as compared to the baseline;
- (2) Whether the project emissions exceed a threshold of significance that the Lead Agency determines applies to the project. The Lead Agency may rely on thresholds of significance developed by experts or other agencies, provided that application of the threshold and the significance conclusion is supported with substantial evidence. When relying on thresholds developed by other agencies, the Lead Agency should ensure that the threshold is appropriate for the project and the project's location; and
- (3) The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions (see, e.g., State CEQA Guidelines section 15183.5(b)). Such requirements must be adopted by the relevant public agency through a public review process and must reduce or mitigate the project's incremental contribution of greenhouse gas emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project. In determining the significance of impacts, the Lead Agency may consider a project's consistency with the State's long-term climate goals or strategies, provided that substantial evidence supports the agency's analysis of how those goals or strategies address the project's incremental contribution to climate change and its conclusion that the project's incremental contribution is not cumulatively considerable.

The Lead Agency may use a model or methodology to estimate greenhouse gas emissions resulting from a project. The Lead Agency has discretion to select the model or methodology it considers most appropriate to enable decision makers to intelligently take into account the project's incremental contribution to climate change. The Lead Agency must support its selection of a model or methodology with substantial evidence. The Lead Agency should explain the limitations of the particular model or methodology selected for use.

### **C. Consistency with Applicable Plans.**

When an EIR is prepared, it must discuss any inconsistencies between the proposed project and any applicable general plan, specific plans, and regional plans. This includes, but is not limited to, any applicable air quality attainment plans, regional blueprint plans, or plans for the reduction of greenhouse gas emissions.

### **D. Mitigation Measures Related to Greenhouse Gas Emissions.**

Lead Agencies must consider feasible means of mitigating the significant effects of greenhouse gas emissions. Any such mitigation measure must be supported by substantial evidence and be subject to monitoring or reporting. Potential mitigation will depend on the particular circumstances of the project, but may include the following, among others:

- (1) Measures in an existing plan or mitigation program for the reduction of emissions that are required as part of the Lead Agency's decision;
- (2) Reductions in emissions resulting from a project through implementation of project features, project design, or other measures, such as those described in State CEQA Guidelines Appendix F;
- (3) Off-site measures, including offsets that are not otherwise required, to mitigate a project's emissions;
- (4) Measures that sequester greenhouse gases; and
- (5) In the case of the adoption of a plan, such as a general plan, long range development plan, or plan for the reduction of greenhouse gas emissions, mitigation may include the identification of specific measures that may be implemented on a project-by-project basis. Mitigation may also include the incorporation of specific measures or policies found in an adopted ordinance or regulation that reduces the cumulative effect of emissions.

### **E. Streamlined Analysis of Greenhouse Gas Emissions.**

Under certain limited circumstances, the legislature has specifically declared that the analysis of greenhouse gas emissions or climate change impacts may be limited. Public Resources Code sections 21155, 21155.2, and 21159.28 provide that if certain residential, mixed use and transit priority projects meet specified ratios and densities, then the lead agencies for those projects may conduct a limited review of greenhouse gas emissions or may be exempted from analyzing global warming impacts that result from cars and light duty trucks, if a detailed list of requirements is met. However, unless the project is exempt from CEQA, the Lead Agency must consider whether such projects will result in greenhouse gas emissions from other sources, including, but not limited to, energy use, water use, and solid waste disposal.



## **F. Tiering.**

The City may analyze and mitigate the significant effects of greenhouse gas emissions at a programmatic level. Later project-specific environmental documents may then tier from and/or incorporate by reference that existing programmatic review.

## **G. Plans for the Reduction of Greenhouse Gas Emissions.**

Public agencies may choose to analyze and mitigate greenhouse gas emissions in a plan for the reduction of greenhouse gas emissions or in a similar document. A plan for the reduction of greenhouse gas emissions should:

- (1) Quantify greenhouse gas emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic area;
- (2) Establish a level, based on substantial evidence, below which the contribution to greenhouse gas emissions from activities covered by the plan would not be cumulatively considerable;
- (3) Identify and analyze the greenhouse gas emissions resulting from specific actions or categories of actions anticipated within the geographic area;
- (4) Specify measures or a group of measures, including performance standards, that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level;
- (5) Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specified levels; and
- (6) Be adopted in a public process following environmental review.

A plan for the reduction of greenhouse gas emissions, once adopted following certification of an EIR, or adoption of another environmental document, may be used in the cumulative impacts analysis of later projects. An environmental document that relies on a plan for the reduction of greenhouse gas emissions for a cumulative impacts analysis must identify those requirements specified in the plan that apply to the project, and, if those requirements are not otherwise binding and enforceable, incorporate those requirements as mitigation measures applicable to the project. If there is substantial evidence that the effects of a particular project may be cumulatively considerable notwithstanding the project's compliance with the specified requirements in the plan for reduction of greenhouse gas emissions, an EIR must be prepared for the project.

## **H. Analyzing the Effects of Climate Change on the Project.**

Where an EIR is prepared for a project, the EIR shall analyze any significant environmental effects the project might cause by bringing development and people into the project area that may be affected by climate change. In particular, the EIR should evaluate any potentially significant impacts of locating development in areas susceptible to hazardous

conditions (e.g., floodplains, coastlines, wildfire risk areas) as identified in authoritative hazard maps, risk assessments or in land use plans addressing such hazards areas. The analysis may be limited to the potentially significant effects of locating the project in a potentially hazardous location. Further, this analysis may be limited by the project's life in relation to the potential of such effects to occur and the availability of existing information related to potential future effects of climate change. Further, the EIR need not include speculation regarding such future effects.

## **5.20 ENERGY CONSERVATION.**

Potentially significant energy implications of a project must be considered in an EIR to the extent relevant and applicable to the project. Therefore, the project description should identify the following as applicable or relevant to the particular project:

- (1) Energy consuming equipment and processes which will be used during construction, operation and/or removal of the project. If appropriate, this discussion should consider the energy intensiveness of materials and equipment required for the project;
- (2) Total energy requirements of the project by fuel type and end use;
- (3) Energy conservation equipment and design features;
- (4) Identification of energy supplies that would serve the project; and
- (5) Total estimated daily vehicle trips to be generated by the project and the additional energy consumed per trip by mode.

As described in Local Guidelines Section 5.06, above, an initial study must include a description of the environmental setting. The discussion of the environmental setting may include existing energy supplies and energy use patterns in the region and locality. The City may also consider the extent to which energy supplies have been adequately considered in other environmental documents. Environmental impacts may include:

- (1) The project's energy requirements and its energy use efficiencies by amount and fuel type for each stage of the project including construction, operation, maintenance and/or removal. If appropriate, the energy intensiveness of materials may be discussed;
- (2) The effects of the project on local and regional energy supplies and on requirements for additional capacity;
- (3) The effects of the project on peak and base period demands for electricity and other forms of energy;
- (4) The degree to which the project complies with existing energy standards;
- (5) The effects of the project on energy resources; and/or

- (6) The project's projected transportation energy use requirements and its overall use of efficient transportation alternatives.

As discussed above in Section 5.06, the Initial Study must identify the potential environmental effects of the proposed activity. That discussion must include the unavoidable adverse effects. Unavoidable adverse effects may include wasteful, inefficient and unnecessary consumption of energy during the project construction, operation, maintenance and/or removal that cannot be feasibly mitigated.

When discussing energy conservation, alternatives should be compared in terms of overall energy consumption and in terms of reducing wasteful, inefficient and unnecessary consumption of energy.

#### **5.21 ENVIRONMENTAL IMPACT ASSESSMENT.**

The Initial Study identifies which environmental impacts may be significant. Based upon the Initial Study, Staff shall determine whether a proposed project may or will have a significant effect on the environment. Such determination shall be made in writing on the Environmental Impact Assessment Form (Form "C-2"). If Staff finds that a project will not have a significant effect on the environment, it shall recommend that a Negative Declaration be prepared and adopted by the decision-making body. If Staff finds that a project may have a significant effect on the environment, but the effects can be mitigated to a level of insignificance, it shall recommend that a Mitigated Negative Declaration be prepared and adopted by the decision-making body. If Staff finds that a project may have a significant effect on the environment, it shall recommend that an EIR be prepared and certified by the decision-making body.

#### **5.22 FINAL DETERMINATION.**

The City Council shall have the final responsibility for determining whether an EIR, Negative Declaration or Mitigated Negative Declaration shall be required for any project. The City Council's determination shall be final and conclusive on all persons, including Responsible Agencies and Trustee Agencies, except as provided in Section 15050(c) of the State CEQA Guidelines. Additionally, in the event the City Council has delegated authority to a subsidiary board or official to approve a project, the City Council also hereby delegates to that subsidiary board or official the authority to make all necessary CEQA determinations, including whether an EIR, Negative Declaration, Mitigated Negative Declaration or exemption shall be required for any project. A subsidiary board or official's CEQA determination shall be subject to appeal consistent with the City's established procedures for appeals.

(Reference: Pub. Resources Code, § 21151.)

## **6. NEGATIVE DECLARATION**

### **6.01 DECISION TO PREPARE A NEGATIVE DECLARATION.**

A Negative Declaration (Form “E-1”) shall be prepared for a project subject to CEQA when the Initial Study shows that there is no substantial evidence in light of the whole record that the project may have a significant or potentially significant adverse effect on the environment. (See Local Guidelines Sections 11.65 and 11.71.)

(Reference: State CEQA Guidelines, § 15070(a).)

### **6.02 DECISION TO PREPARE A MITIGATED NEGATIVE DECLARATION.**

A Mitigated Negative Declaration (Form “E-2”) shall be prepared for a project subject to CEQA when the Initial Study identifies potentially significant effects on the environment, but:

- (a) The project applicant has agreed to revise the project or the City can revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur; or
- (b) There is no substantial evidence in light of the whole record before the City that the revised project may have a significant effect.

It is insufficient to require an applicant to adopt mitigation measures after final adoption of the Mitigated Negative Declaration or to state that mitigation measures will be recommended on the basis of a future study. The City must know the measures at the time the Mitigated Negative Declaration is adopted in order for them to be evaluated and accepted as adequate mitigation. Evidence of agreement by the applicant to such mitigation should be in the record prior to public review. Except where noted, the procedural requirements for the preparation and approval of a Negative Declaration and Mitigated Negative Declaration are the same.

(Reference: State CEQA Guidelines, § 15070(b).)

### **6.03 CONTRACTING FOR PREPARATION OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.**

The City, when acting as Lead Agency, is responsible for preparing all documents required pursuant to CEQA. The documents may be prepared by Staff or by private consultants pursuant to a contract with the City, but they must be the City’s product and reflect the independent judgment of the City.

### **6.04 NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.**

When, based upon the Initial Study, it is recommended to the decision-making body that a Negative Declaration or Mitigated Negative Declaration be adopted, a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration (Form “D”) shall be prepared. In addition to being provided to the public through the means set forth in Local Guidelines Section 6.07, this Notice shall also be provided to:

- (a) Each Responsible and Trustee Agency;
- (b) Any other federal, state, or local agency that has jurisdiction by law or exercises authority over resources affected by the project, including:
  - (1) Any water supply agency consulted under Local Guidelines Section 5.16;
  - (2) Any city or county bordering on the project area;
  - (3) For a project of statewide, regional, or area-wide significance, to any transportation agencies or public agencies which have major local arterials or public transit facilities within five (5) miles of the project site or freeways, highways, or rail transit service within ten (10) miles of the project site which could be affected by the project; and
  - (4) For a subdivision project located within one mile of a facility of the State Water Resources Development System, to the California Department of Water Resources;
- (c) The last known name and address of all organizations and individuals who have previously filed a written request with the City to receive these Notices;
- (d) For certain projects that may impact a low-level flight path, military impact zone, or special use airspace and that meet the other criteria of Local Guidelines Section 6.05, to the specified military services contact;
- (e) For certain projects that involve the construction or alteration of a facility anticipated to include hazardous air emissions or handle hazardous substances within one-quarter mile of a school and that meet the other requirements of Local Guidelines Section 6.06, to any potentially affected school district;
- (f) For certain waste-burning projects that meet the requirements of Local Guidelines Section 5.11 (regarding mandatory preparation of EIR) (see also Local Guidelines Section 7.27), to the owners and occupants of property within one-fourth mile of any parcel on which the project will be located; and
- (g) For a project that establishes or amends a redevelopment plan that contains land in agricultural use, notice shall be provided to the agricultural and farm agencies and organizations specified in Health and Safety Code section 33333.3.

The Notice of Intent must also be posted to the Lead Agency's website, if any. (Pub. Resources Code, § 21092.2(d).) Additionally, for a project of statewide, regional, or area-wide significance, the Lead Agency should also consult with public transit agencies with facilities within one-half mile of the proposed project.

A copy of the proposed Negative Declaration or Mitigated Negative Declaration and the Initial Study shall be attached to the Notice of Intent to Adopt that is sent to every Responsible Agency and Trustee Agency concerned with the project and every other public agency with jurisdiction by law over resources affected by the project.

The public review period for a Negative Declaration or Mitigated Negative Declaration shall not be less than twenty (20) days; the public review period shall be at least thirty (30) days

where the Negative Declaration or Mitigated Negative Declaration is for a proposed project where (1) a state agency is the lead agency, a responsible agency, or a trustee agency; (2) a state agency otherwise has jurisdiction by law with respect to the project; or (3) the proposed project is of sufficient statewide, regional, or area-wide significance as determined pursuant to State CEQA Guidelines section 15206. The Lead Agency shall give notice of the public review period by filing and posting a Notice of Intent to Adopt a Negative Declaration (Form “D”) with the County Clerk before commencement of the public review period; where a public review period of at least 30 days is required, the Lead Agency shall also electronically submit the Notice of Intent to the State Clearinghouse. (Pub. Resources Code, § 21091.)

For purposes of calculating the length of the public review period, the last day of the public review period cannot fall on a weekend, a legal holiday, or other day on which the lead agency’s offices are closed.<sup>1</sup> (Reference: *Rominger v. County of Colusa* (2014) 229 Cal.App.4th 690, 708.)

The City requires requests for notices to be in writing and to be renewed annually. If the City is not otherwise required by CEQA or another regulation to provide notice, the City may charge a fee for providing notices to individuals or organizations that have submitted written requests to receive such notices, unless the request is made by another public agency.

If the Negative Declaration or Mitigated Negative Declaration has been submitted to the State Clearinghouse for review by state agencies, the public review period shall be at least as long as the period of review and comment by state agencies as established by the State Clearinghouse. (See Local Guidelines Section 6.10.) Day one of the state agency review period shall be the date that the State Clearinghouse distributes the Negative Declaration or Mitigated Negative Declaration to state agencies.

The Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration shall contain the following information:

- (a) The period during which comments shall be received;
- (b) The date, time and place of any public meetings or hearings on the proposed project;
- (c) A brief description of the proposed project and its location;
- (d) The address where copies of the proposed Negative Declaration or Mitigated Negative Declaration and all documents incorporated by reference in the proposed Negative Declaration or Mitigated Negative Declaration are available for review;
- (e) A description of how the proposed Negative Declaration or Mitigated Negative Declaration can be obtained in electronic format;
- (f) The Environmental Protection Agency (“EPA”) list on which the proposed project site is located, if applicable, and the corresponding information from the applicant’s statement (see Local Guidelines Section 2.05); and

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<sup>1</sup> A public agency’s “offices are closed” for purposes of this section on days in which the agency is formally closed for business (for example, due to a weekend, a legal holiday, or a formal furlough affecting the entire office). A public agency’s office is not considered closed for purposes of this section where the agency’s office may be physically closed, but the agency is nonetheless open for business and is operating remotely or virtually (for example, in response to the Covid-19 pandemic).

- (g) The significant effects on the environment, if any, anticipated as a result of the proposed project.

(Reference: Pub. Resources Code, §§ 21082.1, 21091, 21161; State CEQA Guidelines, §§ 15072, 15105, 15205.)

#### **6.05 PROJECTS AFFECTING MILITARY SERVICES; DEPARTMENT OF DEFENSE NOTIFICATION.**

CEQA imposes additional requirements to provide notice to potentially affected military agencies when:

- (a) The project meets one of the following three criteria:
  - (1) The project includes a general plan amendment;
  - (2) The project is of statewide, regional, or area-wide significance; or
  - (3) The project relates to a public use airport or certain lands surrounding a public use airport; and
- (b) A “military service” (defined in Section 11.42 of these Local Guidelines) has provided its contact office and address and notified the Lead Agency of the specific boundaries of a “low-level flight path” (defined in Section 11.37 of these Local Guidelines), “military impact zone” (defined in Section 11.41 of these Local Guidelines), or “special use airspace” (defined in Section 11.67 of these Local Guidelines).

When a project meets these requirements, the City must provide the military service’s designated contact with a copy of the Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration that has been prepared for the project, unless the project involves the remediation of lands contaminated with hazardous wastes and meets certain other requirements. (Reference: Pub. Resources Code §§ 21080.4 and 21092; Health & Safety Code §§ 25300, et seq., 25396, and 25187.)

The City must provide the military service with sufficient notice of its intent to adopt a Negative Declaration or Mitigated Negative Declaration to ensure that the military service has no fewer than twenty (20) days to review the documents before they are approved, provided that the military service shall have a minimum of thirty (30) days to review the environmental documents if the documents have been submitted to the State Clearinghouse.

(Reference: State CEQA Guidelines, §§ 15105(b), 15190.5(c).)

#### **6.06 SPECIAL FINDINGS REQUIRED FOR FACILITIES THAT MAY EMIT HAZARDOUS AIR EMISSIONS NEAR SCHOOLS.**

Special procedural rules apply to projects involving the construction or alteration of a facility within one-quarter mile of a school/schools when: (1) the facility might reasonably be anticipated to emit hazardous air emissions or to handle an extremely hazardous substance or a

mixture containing extremely hazardous substances in a quantity equal to or greater than the threshold specified in Health and Safety Code section 25532(j), and (2) the emissions or substances may pose a health or safety hazard to persons who would attend or would be employed at the school. If the project meets both of those criteria, a Lead Agency may not approve a Negative Declaration or a Mitigated Negative Declaration unless both of the following have occurred:

- (a) The Lead Agency consulted with the affected school district or districts having jurisdiction over the school regarding the potential impact of the project on the school; and
- (b) The school district(s) was given written notification of the project not less than thirty (30) days prior to the proposed approval of the Negative Declaration.

When the City is considering the adoption of a Negative Declaration or Mitigated Negative Declaration for a project that meets these criteria, it can satisfy this requirement by providing the Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration, the proposed Negative Declaration or Mitigated Negative Declaration, and the Initial Study to the potentially affected school district at least thirty (30) days before the decision-making body will consider the adoption of the Negative Declaration or Mitigated Negative Declaration. See also Local Guidelines Section 6.04.

Implementation of this Guideline shall be consistent with the definitions and terms utilized in State CEQA Guidelines section 15186.

#### **6.07 CONSULTATION WITH CALIFORNIA NATIVE AMERICAN TRIBES.**

Prior to the release of a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration for a project, the Lead Agency shall begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project if:

- (a) The California Native American tribe requested to the Lead Agency, in writing, to be informed by the Lead Agency through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe; and
- (b) The California Native American tribe responds, in writing, within 30 days of receipt of the formal notification, and requests the consultation. The California Native American tribe shall designate a lead contact person when responding to the Lead Agency. If a lead contact is not designated by the California Native American tribe, or it designates multiple lead contact people, the Lead Agency shall defer to the individuals listed on the contact list maintained by the Native American Heritage Commission. Consultation is defined in Local Guidelines Section 11.12.



To expedite the requirements of this section, the Native American Heritage Commission shall assist the Lead Agency in identifying the California American Native tribes that are traditionally and culturally affiliated with the project area.

Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the Lead Agency shall provide formal notification to the designated contact of, or a tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, which shall be accomplished by at least one written notification that includes a brief description of the proposed project and its location, the Lead Agency contact information, and a notification that the California Native American tribe has 30 days to request consultation. Where the application for a housing development project is deemed to be complete on or after March 4, 2020 and before December 31, 2021, the California Native American tribe shall have 60 days to respond to the Lead Agency and request consultation. (Reference: Gov. Code, § 65583(i).)

The Lead Agency shall begin the consultation process within 30 days of receiving a California Native American tribe's request for consultation.

If consultation is requested, the parties may propose mitigation measures, including those set forth in Public Resources Code section 21084.3, capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would avoid significant impacts to a tribal cultural resource. The consultation may include discussion concerning the type of environmental review necessary, the significance of tribal cultural resources, the significance of the project's impacts on the tribal cultural resources, and, if necessary, project alternatives or the appropriate measures for preservation or mitigation that the California Native American tribe may recommend to the Lead Agency.

The consultation shall be considered concluded when either of the following occurs:

- (1) The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource.
- (2) A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.

The California Native American tribe is not limited in its ability to submit information to the lead agency regarding the significance of the tribal cultural resources, the significance of the project's impact on tribal cultural resources, or any appropriate measures to mitigate the impacts. Additionally, the lead agency or project proponent is not limited in its ability to incorporate changes and additions to the project as a result of the consultation, even if not legally required.

(Reference: Pub. Resources Code, §§ 21080.3.1, 21080.3.2.)

## **6.08 IDENTIFICATION OF TRIBAL CULTURAL RESOURCES AND PROCESSING OF INFORMATION AFTER CONSULTATION WITH THE CALIFORNIA NATIVE AMERICAN TRIBE**

After consultation with the California Native American tribe listed above in Local Guidelines Section 6.07, any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code section 21080.3.2 shall be recommended for inclusion in the Mitigated Negative Declaration and in an adopted mitigation monitoring and reporting program, if the mitigation measures are determined to avoid or lessen the proposed project's impacts on tribal cultural resources, and if the mitigation measures are enforceable.

If a project may have a significant impact on a tribal cultural resource, the Lead Agency's Mitigated Negative Declaration shall discuss both of the following:

- (a) Whether the proposed project has a significant impact on an identified tribal cultural resource;
- (b) Whether feasible alternatives or mitigation measures, including those measures that may be agreed to during the consultation, avoid or substantially lessen the impact on the identified tribal cultural resource.

Any information provided regarding the location, description and use of the tribal cultural resource that is submitted by a California Native American tribe during the environmental review process shall not be included in the Negative Declaration or Mitigated Negative Declaration or otherwise disclosed by the Lead Agency or any other public agency to the public, consistent with Governmental Code sections 6254(r) and 6254.10, and State CEQA Guidelines 15120(d), without the prior consent of the tribe that provided the information. If the Lead Agency publishes any information submitted by a California Native American tribe during the consultation or environmental review process, that information shall be published in a confidential appendix to the Negative Declaration or Mitigated Negative Declaration unless the tribe provides consent, in writing, to the disclosure of some or all of the information to the public. This does not prohibit the confidential exchange of the submitted information between public agencies that have lawful jurisdiction over the preparation of the Negative Declaration or the Mitigated Negative Declaration.

The exchange of confidential information regarding tribal cultural resources submitted by a California Native American tribe during the consultation or environmental review process among the Lead Agency, the California Native American tribe, the project applicant, or the project applicant's agent is not prohibited by Public Resources Code section 21082.3. The project applicant and the project applicant's legal advisers must use a reasonable degree of care and maintain the confidentiality of the information exchanged for the purposes of preventing looting, vandalism, or damage to tribal cultural resources and shall not disclose to a third party confidential information regarding the cultural resource unless the California Native American tribe providing the information consents in writing to the public disclosure of such information.

Public Resources Code section 21082.3 does not prevent a Lead Agency or other public agency from describing the information in general terms in the Negative Declaration or

Mitigated Negative Declaration so as to inform the public of the basis of the Lead Agency's or other public agency's decision without breaching the confidentiality required. In addition, a Lead Agency may adopt a Mitigated Negative Declaration for a project with a significant impact on an identified tribal cultural resource only if one of the following occurs:

- (a) The consultation process between the California Native American tribe and the Lead Agency has occurred as provided in Public Resources Code sections 21080.3.1 and 21080.3.2 and concluded pursuant to subdivision (b) of Section 21080.3.2.
- (b) The California Native American tribe has requested consultation pursuant to Public Resources Code section 21080.3.1 and has failed to provide comments to the Lead agency, or otherwise failed to engage, in the consultation process.
- (c) The Lead Agency has complied with subdivision (d) of Section 21080.3.1 of the Public Resources Code and the California Native American tribe has failed to request consultation within 30 days.

If substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource but the decision-makers do not include the mitigation measures recommended by the staff in the Mitigated Negative Declaration, or if there are no agreed upon mitigation measures at the conclusion of the consultation; or if no consultation has occurred, the Lead Agency must still consider the adoption of feasible mitigation.

(Reference: Pub. Resources Code, § 21082.3.)

## **6.09 SIGNIFICANT ADVERSE IMPACTS TO TRIBAL CULTURAL RESOURCES**

Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. If the Lead Agency determines that a project may cause a substantial adverse change to a tribal cultural resource, and measures are not otherwise identified in the consultation process provided in Public Resources Code section 21080.3.2 and as set forth in Local Guidelines Section 6.07, the following examples of mitigation measures, if feasible, may be considered to avoid or minimize the significant adverse impacts:

- (a) Avoidance and preservation of the resources in place, including, but not limited to, planning and construction to avoid the resources and protect the cultural and natural context, or planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.
- (b) Treating the resource with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:
  - (1) Protecting the cultural character and integrity of the resource.
  - (2) Protecting the traditional use of the resource.

- (3) Protecting the confidentiality of the resource.
- (c) Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.
- (d) Protecting the resource.

(Reference: Pub. Resources Code, § 21084.3.)

#### **6.10 POSTING AND PUBLICATION OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.**

The City shall have a copy of the Notice of Intent to Adopt, the Negative Declaration or Mitigated Negative Declaration, and the Initial Study posted at the City's offices and on the City's website, if any, and shall make these documents available for public inspection. The Notice must be provided either twenty (20) or thirty (30) days prior to final adoption of the Negative Declaration or Mitigated Negative Declaration. The public review period for a Negative Declaration or Mitigated Negative Declaration prepared for a project subject to state agency review, as set forth in Local Guidelines Section 6.11, must be circulated for at least as long as the review period established by the State Clearinghouse, usually no less than thirty (30) days. Under certain circumstances, a shortened review period of at least twenty (20) days may be approved by the State Clearinghouse as provided for in State CEQA Guidelines section 15105. See the Shortened Review Request Form "P." The state review period will commence on the date the State Clearinghouse distributes the document to state agencies. The State Clearinghouse will distribute the document within three (3) days of receipt if the Negative Declaration or Mitigated Negative Declaration is deemed complete.

The Notice must also be posted in the office of the Clerk in each county in which the project is located and must remain posted throughout the public review period. The County Clerk is required to post the Notice within twenty-four (24) hours of receiving it.

Notice shall be provided as stated in Local Guidelines Section 6.04. In addition, Notice of the Intent to Adopt shall be given to the last known name and address of all organizations and individuals who have previously requested notice; by posting the notice on the website of the lead agency; and by at least one of the following procedures:

- (a) Publication at least once in a newspaper of general circulation in the area affected by the proposed project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas;
- (b) Posting of notice on and off site in the area where the project is to be located; or

In addition to one of the above, direct mailing to owners and occupants of property contiguous to the project and within five hundred (500) feet of the project, as shown on the latest equalized assessment roll. Pursuant to City Council policy, this notice must be given to allow the community adequate time to provide informed input.

The City, when acting as Lead Agency, shall consider all comments received during the public review period for the Negative Declaration or Mitigated Negative Declaration. For a Negative Declaration or Mitigated Negative Declaration, the City is not required to respond in writing to comments it receives either during or after the public review period. However, the City may provide a written response to all comments if it will not delay action on the Negative Declaration or Mitigated Negative Declaration, since any comment received prior to final action on the Negative Declaration or Mitigated Negative Declaration can form the basis of a legal challenge. A written response that refutes the comment or adequately explains the City's action in light of the comment will assist the City in defending against a legal challenge. The City shall notify any public agency that comments on a Negative Declaration or Mitigated Negative Declaration of the public hearing or hearings, if any, on the project for which the Negative Declaration or Mitigated Negative Declaration was prepared.

(Reference: Pub. Resources Code, § 21092; State CEQA Guidelines, §§ 15072-15073.)

#### **6.11 SUBMISSION OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION TO STATE CLEARINGHOUSE.**

A Negative Declaration or Mitigated Negative Declaration must be submitted to the State Clearinghouse, in an electronic form as required by the Office of Planning and Research, regardless of whether the document must be circulated for review and comment by state agencies under State CEQA Guidelines section 15205 and 15206. The Negative Declaration or Mitigated Negative Declaration must be submitted via the Office of Planning and Research's CEQA Submit website (<https://ceqasubmit.opr.ca.gov/Security/LogOn?ReturnUrl=%2f>). The CEQA Submit website differentiates between environmental documents that do require review and comment by state agencies and those that do not. In particular, the website provides a "Local Review Period" tab for submitting documents that do not require review and comment by state agencies, and a "State Review Period" tab for submitting documents that do require review and comment by state agencies.

A Negative Declaration or Mitigated Negative Declaration must be submitted to the State Clearinghouse for review and comment by state agencies (i.e., a Negative Declaration or Mitigated Negative Declaration must be submitted through the CEQA Submit website under the "State Review Period" tab) in the following situations:

- (a) The Negative Declaration or Mitigated Negative Declaration is prepared by a Lead Agency that is a state agency;
- (b) The Negative Declaration or Mitigated Negative Declaration is prepared by a public agency where a state agency is a Responsible Agency, Trustee Agency, or otherwise has jurisdiction by law with respect to the project; or
- (c) The Negative Declaration or Mitigated Negative Declaration is for a project identified in State CEQA Guidelines section 15206 as being of statewide, regional, or area-wide significance.

State CEQA Guidelines section 15206 identifies the following types of projects as being examples of projects of statewide, regional, or area-wide significance that require submission to the State Clearinghouse for circulation:

- (1) Projects that have the potential to cause significant environmental effects beyond the city or county where the project would be located, such as:
  - (a) Residential development of more than 500 units;
  - (b) Commercial projects employing more than 1,000 persons or covering more than 500,000 square feet of floor space;
  - (c) Office building projects employing more than 1,000 persons or covering more than 250,000 square feet of floor space;
  - (d) Hotel or motel development of more than 500 rooms; or
  - (e) Industrial projects housing more than 1,000 persons, occupying more than 40 acres of land, or covering more than 650,000 square feet of floor area;
- (2) Projects for the cancellation of a Williamson Act contract covering 100 or more acres;
- (3) Projects in one of the following Environmentally Sensitive Areas:
  - (a) Lake Tahoe Basin;
  - (b) Santa Monica Mountains Zone;
  - (c) Sacramento-San Joaquin River Delta;
  - (d) Suisun Marsh;
  - (e) Coastal Zone, as defined by the California Coastal Act;
  - (f) Areas within one-quarter mile of a river designated as wild and scenic; or
  - (g) Areas within the jurisdiction of the San Francisco Bay Conservation and Development Commission;
- (4) Projects that would affect sensitive wildlife habitats or the habitats of any rare, threatened, or endangered species;
- (5) Projects that would interfere with water quality standards; and
- (6) Projects that would provide housing, jobs, or occupancy for 500 or more people within 10 miles of a nuclear power plant.

A Negative Declaration or Mitigated Negative Declaration may also be submitted to the State Clearinghouse for circulation if a state agency has special expertise with regard to the environmental impacts involved.

The public review period for a Negative Declaration or a Mitigated Negative Declaration shall not be less than twenty (20) days. The review period, however, shall be at least thirty (30) days if the Negative Declaration or Mitigated Negative Declaration is for a proposed project where a state agency is the lead agency, a responsible agency, or a trustee agency; a state agency otherwise has jurisdiction by law with respect to the project; or the proposed project is of sufficient statewide, regional, or areawide significance as determined pursuant to the guidelines certified and adopted pursuant to State CEQA Guidelines section 15206.

When the Negative Declaration or Mitigated Negative Declaration is submitted to the State Clearinghouse for state agency review, the review period begins (day one) on the date that

the State Clearinghouse distributes the Negative Declaration or Mitigated Negative Declaration to state agencies. The State Clearinghouse is required to distribute the Negative Declaration or Mitigated Negative Declaration to state agencies within three (3) working days from the date the State Clearinghouse receives the document, as long as the Negative Declaration or Mitigated Negative Declaration is complete when submitted to the State Clearinghouse. If the document submitted to the State Clearinghouse is not complete, the State Clearinghouse must notify the Lead Agency. The review period for the public and all other agencies may run concurrently with the state agency review period established by the State Clearinghouse, but the public review period cannot conclude before the state agency review period does. The review period for the public shall be at least as long as the review period established by the State Clearinghouse.

A shorter review period by the State Clearinghouse for a Negative Declaration or Mitigated Negative Declaration can be requested by the decision-making body. The shortened review period shall not be less than twenty (20) days. Such a request must be made in writing by the Lead Agency to the Office of Planning and Research. The decision-making body may designate by resolution or ordinance an individual authorized to request a shorter review period. (See Form “P”). Any approval of a shortened review period must be given prior to, and reflected in, the public notice. However, a shortened review period shall not be approved by the Office of Planning and Research for any proposed project of statewide, regional or area-wide environmental significance, as defined by State CEQA Guidelines section 15206.

When the City completes its Negative Declaration or Mitigated Negative Declaration for a proposed project, the City must also cause a Notice of Completion (Form “H”) to be filed with the Office of Planning and Research via the Office of Planning and Research’s CEQA Submit website. The Notice of Completion should briefly identify the project, indicate that an environmental document has been prepared for the project, and identify the project location by latitude and longitude.

The City must post the Notice of Intent, Notice of Completion, and Negative Declaration or Mitigated Negative Declaration on its website, if any.

(Reference: Pub. Resources Code, §§ 21082.1, 21161; State CEQA Guidelines, §§ 15205, 15206.)

## **6.12 SPECIAL NOTICE REQUIREMENTS FOR WASTE- AND FUEL-BURNING PROJECTS.**

For any project that involves the burning of municipal waste, hazardous waste, or refuse-derived fuel (such as tires) and that does not require an EIR, as defined in Local Guidelines Section 5.11, a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration shall be given to all organizations and individuals who have previously requested it and shall also be given by all three of the procedures listed in Local Guidelines Section 6.07. In addition, Notice shall be given by direct mailing to the owners and occupants of property within one-quarter mile of any parcel or parcels on which such a project is located.

These notice requirements apply only to those projects described in Local Guidelines Section 5.11. These notice requirements do not preclude the City from providing additional notice by other means if desired.

(Reference: Pub. Resources Code, § 21092(c).)

### **6.13 CONSULTATION WITH WATER AGENCIES REGARDING LARGE DEVELOPMENT PROJECTS.**

Under specific circumstances a city or county acting as Lead Agency must consult with the public water system that will supply the project to determine whether the public water system can adequately supply the water needed for the project. As a Responsible Agency, the City should be aware of these requirements. See Local Guidelines Section 5.16 for more information on these requirements. (Reference: State CEQA Guidelines, § 15155.)

### **6.14 CONTENT OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.**

A Negative Declaration must be prepared directly by or under contract to the City and should generally resemble Form “E-1.” It shall contain the following information:

- (a) A brief description of the project proposed, including any commonly used name for the project;
- (b) The location of the project and the name of the project proponent;
- (c) A finding that the project as proposed will not have a significant effect on the environment; and
- (d) An attached copy of the Initial Study documenting reasons to support the finding.

For a Mitigated Negative Declaration (Form “E-2”), feasible mitigation measures included in the project to substantially lessen or avoid potentially significant effects must be fully enforceable through permit conditions, agreements, or other measures. Such permit conditions, agreements, and measures must be consistent with applicable constitutional requirements such as the “nexus” and “rough proportionality” standards established by case law.

The proposed Negative Declaration or Mitigated Negative Declaration must reflect the independent judgment of the City.

(Reference: State CEQA Guidelines, § 15071.)

### **6.15 TYPES OF MITIGATION.**

The following is a non-exhaustive list of potential types of mitigation the City may consider:

- (a) Avoidance;
- (b) Preservation;
- (c) Rehabilitation or replacement. Replacement may be on-site or off-site depending on the particular circumstances; and/or
- (d) Participation in a fee program.

(Reference: State CEQA Guidelines, § 15370.)



## **6.16 ADOPTION OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.**

Following the publication, posting or mailing of the Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration, but not before the expiration of the applicable twenty (20) or thirty (30) day public review period, the Negative Declaration or Mitigated Negative Declaration may be presented to the decision-making body at a regular or special meeting. Prior to adoption, the City shall independently review and analyze the Negative Declaration or Mitigated Negative Declaration and find that the Negative Declaration or Mitigated Negative Declaration reflects the independent judgment of the City.

If new information is added to the Negative Declaration or Mitigated Negative Declaration after public review, the City should determine whether recirculation is warranted. (See Local Guidelines Section 6.19). If the decision-making body finds that the project will not have a significant effect on the environment, it shall adopt the Negative Declaration or Mitigated Negative Declaration. If the decision-making body finds that the proposed project may have a significant effect on the environment that cannot be mitigated or avoided, it shall order the preparation of a Draft EIR and the filing of a Notice of Preparation of a Draft EIR.

When adopting a Negative Declaration or Mitigated Negative Declaration, the City shall specify the location and custodian of the documents or other material that constitute the record of proceedings upon which it based its decision. If adopting a Negative Declaration for a project that may emit hazardous air emissions within one-quarter mile of a school and that meets the other requirements of Local Guidelines Section 6.06, the decision-making body must also make the findings required by Local Guidelines Section 6.06.

As Lead Agency, the City may charge a non-elected official or body with the responsibility of independently reviewing the adequacy of and adopting a Negative Declaration or a Mitigated Negative Declaration. Any final CEQA determination made by a non-elected decisionmaker, however, is appealable to the City Council within either (a) the time period set forth in the City's established process to appeal the non-elected decisionmaker's CEQA determination; or, if no such process exists, (2) ten (10) days of the non-elected decisionmaker's determination. If the non-elected decisionmaker's CEQA determination is not timely appealed as set forth herein, the non-elected decisionmaker's determination shall be final.

(Reference: State CEQA Guidelines, § 15074.)

## **6.17 MITIGATION REPORTING OR MONITORING PROGRAM FOR MITIGATED NEGATIVE DECLARATION.**

When adopting a Mitigated Negative Declaration pursuant to Local Guidelines Section 6.13, the City shall adopt a reporting or monitoring program to assure that mitigation measures, which are required to mitigate or avoid significant effects on the environment, will be fully enforceable through permit conditions, agreements, or other measures and implemented by the project proponent or other responsible party in a timely manner, in accordance with conditions of project approval. The City shall also specify the location and the custodian of the documents that constitute the record of proceedings upon which it based its decision. There is no requirement that the reporting or monitoring program be circulated for public review; however,

the City may choose to circulate it for public comments along with the Mitigated Negative Declaration. The mitigation measures required to mitigate or avoid significant effects on the environment must be adopted as conditions of project approval.

This reporting or monitoring program shall be designed to assure compliance during the implementation or construction of a project and shall otherwise comply with the requirements described in Local Guidelines Section 7.38. If a Responsible Agency or Trustee Agency has required that certain conditions be incorporated into the project, the City may request that agency to prepare and submit a proposed reporting or monitoring program. The City shall also require that, prior to the close of the public review period for a Mitigated Negative Declaration (see Local Guidelines Section 6.04), the Responsible or Trustee Agency submit detailed performance objectives for mitigation measures, or refer the City to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to the City by a Responsible or Trustee Agency shall be limited to measures that mitigate impacts to resources that are within the Responsible or Trustee Agency's authority.

Local agencies have the authority to levy fees sufficient to pay for this program. Therefore, the City can charge the project proponent a fee to cover actual costs of program processing and implementation.

Transportation information resulting from the reporting or monitoring program required to be adopted by the City shall be submitted to the regional transportation planning agency where the project is located and to the Department of Transportation for a project of statewide, regional or area-wide significance according to State CEQA Guidelines section 15206. The transportation planning agency and the Department of Transportation are required by law to adopt guidelines for the submittal of these reporting or monitoring programs, so the City may wish to tailor its submittal to such guidelines.

(Reference: State CEQA Guidelines, §§ 15074, 15097.)

#### **6.18 APPROVAL OR DISAPPROVAL OF PROJECT.**

At the time of adoption of a Negative Declaration or Mitigated Negative Declaration, the decision-making body may consider the project for purposes of approval or disapproval. Prior to approving the project, the decision-making body shall consider the Negative Declaration or Mitigated Negative Declaration, together with any written comments received and considered during the public review period, and shall approve or disapprove the Negative Declaration or Mitigated Negative Declaration. In making a finding as to whether there is any substantial evidence that the project will have a significant effect on the environment, the factors listed in Local Guidelines Section 5.08 should be considered. (See Local Guidelines Section 6.06 for approval requirements for facilities that may emit hazardous pollutants or that may handle extremely hazardous substances within one-quarter mile of a school site.)

(Reference: State CEQA Guidelines, § 15092.)

## **6.19 RECIRCULATION OF A NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.**

A Negative Declaration or Mitigated Negative Declaration must be recirculated when the document must be substantially revised after the public review period but prior to its adoption. A “substantial revision” occurs when the City has identified a new and avoidable significant effect for which mitigation measures or project revisions must be added in order to reduce the effect to a level of insignificance, or when the City determines that the proposed mitigation measures or project revisions will not reduce the potential effects to less than significant and new measures or revisions must be required.

Recirculation is not required under the following circumstances:

- (a) Mitigation measures are replaced with equal or more effective measures, and the City makes a finding to that effect;
- (b) New project revisions are added after circulation of the Negative Declaration or Mitigated Negative Declaration or in response to written or oral comments on the project’s effects, but the revisions do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect;
- (c) Measures or conditions of project approval are added after circulation of the Negative Declaration or Mitigated Negative Declaration, but the measures or conditions are not required by CEQA, do not create new significant environmental effects, and are not necessary to mitigate an avoidable significant effect; or
- (d) New information is added to the Negative Declaration or Mitigated Declaration which merely clarifies, amplifies, or makes insignificant modifications to the Negative Declaration or Mitigated Negative Declaration.

If, after preparation of a Negative Declaration or Mitigated Negative Declaration, the City determines that the project requires an EIR, it shall prepare and circulate the Draft EIR for consultation and review and advise reviewers in writing that a proposed Negative Declaration or Mitigated Declaration had previously been circulated for the project.

(Reference: State CEQA Guidelines, § 15073.5.)

## **6.20 NOTICE OF DETERMINATION ON A PROJECT FOR WHICH A PROPOSED NEGATIVE OR MITIGATED NEGATIVE DECLARATION HAS BEEN APPROVED.**

After final approval of a project for which a Negative Declaration or Mitigated Negative Declaration has been prepared, Staff shall cause to be prepared, filed, and posted a Notice of Determination (Form “F”). The Notice of Determination shall contain the following information:

- (a) An identification of the project, including the project title as identified on the proposed Negative Declaration or Mitigated Negative Declaration, location, and the State Clearinghouse identification number for the proposed Negative Declaration or Mitigated Negative Declaration if the Notice of Determination is filed with the State Clearinghouse;
- (b) For private projects, identification of the person undertaking a project that is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of

- assistance from one or more public agencies or the identity of the person receiving a lease, permit, license, certificate, or other entitlement for use from one or more public agencies;
- (c) A brief description of the project;
  - (d) The name of the City and the date on which the City approved the project;
  - (e) The determination of the City that the project will not have a significant effect on the environment;
  - (f) A statement that a Negative Declaration or Mitigated Negative Declaration was adopted pursuant to the provisions of CEQA;
  - (g) A statement indicating whether mitigation measures were made a condition of the approval of the project, and whether a mitigation monitoring plan/program was adopted; and
  - (h) The address where a copy of the Negative Declaration or Mitigated Negative Declaration may be examined.

The Notice of Determination shall be filed with the Clerk of each county in which the project will be located within five (5) working days of project approval.

The City must also post the Notice of Determination on its website. Such electronic notice is in addition to the posting requirements of the State CEQA Guidelines and the Public Resources Code. The Clerk must post the Notice of Determination within twenty-four (24) hours of receipt. The Notice must be posted in the office of the Clerk for a minimum of thirty (30) days. Thereafter, the Clerk shall return the notice to the City with a notation of the period it was posted. The City shall retain the notice for not less than twelve (12) months. If the project requires discretionary approval from any State agency, the Notice of Determination shall also be filed with OPR within five (5) working days of project approval along with proof of payment of the DFW fee or a no effect determination form from the DFW (see Local Guidelines Section 6.24). Simultaneously with the filing of the Notice of Determination with the Clerk, Staff shall cause a copy of the Notice of Determination to be posted at City Offices.

If a written request has been made for a copy of the Notice of Determination prior to the date on which the City adopts the Negative Declaration or Mitigated Negative Declaration, the copy must be mailed, first class postage prepaid, within five (5) days of the City's determination. If such a request is made following the City's determination, then the copy should be mailed in the same manner as soon as possible. The recipients of such documents may be charged a fee reasonably related to the cost of providing the service.

For projects with more than one phase, Staff shall file a Notice of Determination for each phase requiring a discretionary approval.

The filing and posting of the Notice of Determination with the County Clerk, and, if necessary, with OPR, usually starts a thirty (30) day statute of limitations on court challenges to the approval under CEQA. When separate notices are filed for successive phases of the same overall project, the thirty (30) day statute of limitations to challenge the subsequent phase begins to run when the second notice is filed. Failure to file the Notice may result in a one hundred eighty (180) day statute of limitations.

(Reference: State CEQA Guidelines, § 15075.)

#### **6.21 ADDENDUM TO NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.**

The City may prepare an addendum to an adopted Negative Declaration or Mitigated Negative Declaration if only minor technical changes or additions are necessary. The City may also prepare an addendum to an adopted Negative Declaration or Mitigated Negative Declaration when none of the conditions calling for a subsequent Negative Declaration or Mitigated Negative Declaration have occurred. (See Local Guidelines Section 6.22 below.) An addendum need not be circulated for public review but can be attached to the adopted Negative Declaration or Mitigated Negative Declaration. The City shall consider the addendum with the adopted Negative Declaration or Mitigated Negative Declaration prior to project approval.

(Reference: State CEQA Guidelines, § 15164.)

#### **6.22 SUBSEQUENT NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.**

When a Negative Declaration or Mitigated Negative Declaration has been adopted for a project, or when an EIR has been certified, no subsequent Negative Declaration, Mitigated Negative Declaration, or EIR shall be prepared for that project unless the Lead Agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

- (a) Substantial changes are proposed in the project which will require major revisions of the previous EIR, Negative Declaration, or Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (b) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR, Negative Declaration, or Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (c) New information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified or the Negative Declaration was adopted which shows any of the following:
  - (1) The project will have one or more significant effects not discussed in the previous EIR or Negative Declaration;
  - (2) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - (3) Mitigation measure(s) or alternative(s) previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents declined to adopt the mitigation measure(s) or alternative(s); or

- (4) Mitigation measure(s) or alternative(s) which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure(s) or alternative(s).

The City, as Lead Agency, would then determine whether a Subsequent EIR, Supplemental EIR, Subsequent Negative Declaration, Subsequent Mitigated Negative Declaration, or Addendum would be applicable. Subsequent Negative Declarations and Mitigated Negative Declarations must be given the same notice and public review period as other Negative Declarations. The Subsequent Negative Declaration shall state where the previous document is available and can be reviewed.

(Reference: State CEQA Guidelines, § 15162.)

### **6.23 PRIVATE PROJECT COSTS.**

For private projects, the person or entity proposing to carry out the project shall bear all costs incurred by the City in preparing the Initial Study and in preparing and filing the Negative Declaration or Mitigated Negative Declaration and Notice of Determination.

### **6.24 FILING FEES FOR PROJECTS THAT AFFECT WILDLIFE RESOURCES.**

At the time a Notice of Determination for a Negative Declaration or Mitigated Negative Declaration is filed with the County or Counties in which the project is located, a fee of \$2,548.00, or the then applicable fee, shall be paid to the Clerk for projects that will adversely affect fish or wildlife resources. These fees are collected by the Clerk on behalf of DFW pursuant to Fish and Game Code section 711.4.

Only one filing fee is required for each project unless the project is tiered or phased and separate environmental documents are prepared. (Fish & Game Code section 711.4(g).) For projects where Responsible Agencies file separate Notices of Determination, only the Lead Agency is required to pay the fee.

Note: County Clerks are authorized to charge a documentary handling fee for each project in addition to the Fish and Game Code fees specified above. Refer to the Index in the Staff Summary to help determine the correct total amount of fees applicable to the project.

For private projects, the City may pass these costs on to the project applicant.

Fish and Game Code fees may be waived for projects with “no effect” on fish or wildlife resources or for certain projects undertaken by the DFW and implemented through a contract with a non-profit entity or local government agency; however, the Lead Agency must obtain a form showing that the DFW has determined that the project will have “no effect” on fish and wildlife. (Fish and Game Code section 711.4(c)(2)(A)). Projects that are statutorily or categorically exempt from CEQA are also not subject to the filing fee, and do not require a no effect determination. (State CEQA Guidelines sections 15260 through 15333; Fish and Game Code section 711.4(d)(1)). The applicable DFW Regional Office’s environmental review and

permitting staff are responsible for determining whether a project within their region will qualify for a no effect determination and if the CEQA filing fee will be waived.

The request should be submitted when the CEQA document is released for public review, or as early as possible in the public comment period. Documents submitted in digital format are preferred (e.g. compact disk). If insufficient documentation is submitted to DFW for the proposed project, a no effect determination will not be issued.

If the City believes that a project for which it is Lead Agency will have “no effect” on fish or wildlife resources, it should contact the appropriate DFW Regional Office. The project’s CEQA document may need to be provided to the appropriate DFW Regional Office along with a written request. Documentation submitted to the appropriate DFW Regional Office should set forth facts in support of the fee exemption. Previous examples of projects that have qualified for a fee exemption include: minor zoning changes that did not lead to or allow new construction, grading, or other physical alterations to the environment; and minor modifications to existing structures, including addition of a second story to single or multi-family residences.

The fee exemption requirement that the project have “no” impact on fish or wildlife resources is more stringent than the former requirement that a project have only “de minimis” effects on fish or wildlife resources. DFW may determine that a project would have no effect on fish and wildlife if all of the following conditions apply:

- The project would not result in or have the potential to result in harm, harassment, or take of any fish and/or wildlife species.
- The project would not result in or have the potential to result in direct or indirect destruction, ground disturbance, or other modification of any habitat that may support fish and/or wildlife species.
- The project would not result in or have the potential to result in the removal of vegetation with potential to support wildlife.
- The project would not result in or have the potential to result in noise, vibration, dust, light, pollution, or an alteration in water quality that may affect fish and/or wildlife directly or from a distance.
- The project would not result in or have the potential to result in any interference with the movement of any fish and/or wildlife species.

Any request for a fee exemption should include the following information:

- (1) the name and address of the project proponent and applicant contact information;
- (2) a brief description of the project and its location;
- (3) site description and aerial and/or topographic map of the project site;
- (4) State Clearinghouse number or county filing number;

- (5) a statement that an Initial Study has been prepared by the City to evaluate the project's effects on fish and wildlife resources, if any; and
- (6) a declaration that, based on the City's evaluation of potential adverse effects on fish and wildlife resources, the City believes the project will have no effect on fish or wildlife.

If insufficient documentation is submitted to DFW for the proposed project, a no effect determination will not be issued. (A sample Request for Fee Exemption is attached as Form "L".) DFW will review the City's finding, and if DFW agrees with the City's conclusions, DFW will provide the City with written confirmation. Retain DFW's determination as part of the administrative record; the City is required to file a copy of this determination with the County after project approval and at the time of filing of the Notice of Determination.

The Lead Agency must have written confirmation of DFW's finding of "no impact" at the time the Lead Agency files its Notice of Determination with the County. The County cannot accept the Notice of Determination unless it is accompanied by the appropriate fee or a written no effect determination from DFW.



## **7. ENVIRONMENTAL IMPACT REPORT**

### **7.01 DECISION TO PREPARE AN EIR.**

An EIR shall be prepared whenever there is substantial evidence in light of the whole record which supports a fair argument that the project may have a significant effect on the environment. (See Local Guidelines Sections 11.65 and 11.71.) The record may include the Initial Study or other documents or studies prepared to assess the project's environmental impacts.

(Reference: Pub. Resources Code, § 21151.)

### **7.02 CONTRACTING FOR PREPARATION OF EIRS.**

If an EIR is prepared under a contract with the City, the contract must be executed within forty-five (45) days from the date on which the City sends a Notice of Preparation. The City may take longer to execute the contract if the project applicant and the City mutually agree to an extension of the 45-day time limit. (Reference: Pub. Resources Code, § 21151.5.)

The EIR prepared under contract must be the City's product. Staff, together with such consultant help as may be required, shall independently review and analyze the EIR to verify its accuracy, objectivity and completeness prior to presenting it to the decision-making body. The EIR made available for public review must reflect the independent judgment of the City. Staff may require such information and data from the person or entity proposing to carry out the project as Staff deems necessary for completion of the EIR. (Reference: State CEQA Guidelines, §§ 15084, 15090.)

### **7.03 NOTICE OF PREPARATION OF DRAFT EIR.**

After determining that an EIR will be required for a proposed project, the Lead Agency shall prepare and submit a Notice of Preparation (Form "G") to the Office of Planning and Research through its CEQA Submit website and to each of the following:

- (a) Each Responsible Agency and Trustee Agency involved with the project;
- (b) Any other federal, state, or local agency which has jurisdiction by law or exercises authority over resources affected by the project, including:
  - (1) Any water supply agency consulted under Local Guidelines Section 5.16;
  - (2) Any city or county bordering on the project area;
  - (3) For a project of statewide, regional, or area-wide significance, to any transportation agencies or public agencies which have major local arterials or public transit facilities within five (5) miles of the project site or freeways, highways, or rail transit service within ten (10) miles of the project site which could be affected by the project; and

- (4) For a subdivision project located within one mile of a facility of the State Water Resources Development System, the California Department of Water Resources;
- (c) The last known name and address of all organizations and individuals who have previously filed a written request with the City to receive these Notices;
- (d) For certain projects that may impact a low-level flight path, military impact zone, or special use airspace and that meet the other criteria in Local Guidelines Section 7.04, the specified military services contact;
- (e) For certain projects that involve the construction or alteration of a facility anticipated to emit hazardous air emissions or handle hazardous substances within one-quarter mile of a school and that meet the other requirements of Local Guidelines Section 7.36, any potentially affected school district;
- (f) For certain waste-burning projects that meet the requirements of Local Guidelines Section 5.11 (See also Local Guidelines Section 7.27), the owners and occupants of property within one-fourth mile of any parcel on which the project will be located; and
- (g) For a project that establishes or amends a redevelopment plan that contains land in agricultural use, the agricultural and farm agencies and organizations specified in Health and Safety Code section 33333.3.

Additionally, for a project of statewide, regional, or area-wide significance, the Lead Agency should also consult with public transit agencies with facilities within one-half mile of the proposed project.

The Notice of Preparation must also be filed and posted in the office of the Clerk in each county in which the project is located for thirty (30) days. The County Clerk must post the Notice within twenty-four (24) hours of receipt.

When submitting the Notice of Preparation to OPR, a Notice of Completion (Form “H”) should be used as a cover sheet. Responsible and Trustee Agencies, the State Clearinghouse, and the state agencies contacted by the State Clearinghouse have thirty (30) days to respond to the Notice of Preparation in writing via certified mail, email, or an equivalent procedure. Agencies that do not respond within thirty (30) days shall be deemed not to have any comments on the Notice of Preparation.

At a minimum, the Notice of Preparation shall include:

- (a) A description of the project;
- (b) The location of the project indicated either on an attached map (preferably a copy of the USGS 15’ or 7½’ topographical map identified by quadrangle name) or by a street address and cross street in an urbanized area;
- (c) The probable environmental effects of the project;
- (d) The name and address of the consulting firm retained to prepare the Draft EIR, if applicable; and
- (e) The Environmental Protection Agency (“EPA”) list on which the proposed site is located, if applicable, and the corresponding information from the applicant’s statement. (See Local Guidelines Section 2.05.)

(Reference: Pub. Resources Code, § 21080.4; State CEQA Guidelines, § 15082.)

#### **7.04 SPECIAL NOTICE REQUIREMENTS FOR AFFECTED MILITARY AGENCIES**

CEQA imposes additional requirements to provide notice to potentially affected military agencies when:

- (a) A “military service” (defined in Section 11.42 of these Local Guidelines) has provided the City with its contact office and address and notified the City of the specific boundaries of a “low-level flight path” (defined in Section 11.37 of these Local Guidelines), “military impact zone” (defined in Section 11.41 of these Local Guidelines), or “special use airspace” (defined in Section 11.67 of these Local Guidelines); and
- (b) The project meets one of the following criteria:
  - (1) The project is within the boundaries specified pursuant to subsection (a) of this guideline;
  - (2) The project includes a general plan amendment;
  - (3) The project is of statewide, regional, or area-wide significance; or
  - (4) The project relates to a public use airport or certain lands surrounding a public use airport.

When a project meets these requirements, the City must provide the military service’s designated contact with any Notice of Preparation, and/or Notice of Availability of Draft EIRs that have been prepared for a project, unless the project involves the remediation of lands contaminated with hazardous wastes and meets certain other requirements.

The City must provide the military service with sufficient notice of its intent to certify an EIR to ensure that the military service has no fewer than thirty (30) days to review the document; or forty-five (45) days to review the environmental documents before they are approved if the documents have been submitted to the State Clearinghouse.

It should be noted that the effect, or potential effect, a project may have on military activities does not itself constitute an adverse effect on the environment pursuant to CEQA.

(Reference: Pub. Resources Code, §§ 21080.4, 21092; Health & Safety Code, §§ 25300, et seq., 25396, 25187; State CEQA Guidelines, § 15082(a).)

#### **7.05 ENVIRONMENTAL LEADERSHIP DEVELOPMENT PROJECT.**

Under certain circumstances, a project applicant may choose to apply to the Governor of the State of California to have the project certified as an Environmental Leadership Development Project. A project may qualify as an Environmental Leadership Development Project if it is one of the following:

- (1) A residential, retail, commercial, sports, cultural, entertainment, or recreational use project that meets the following standards:
  - The project is certified as Leadership in Energy and Environmental Design (LEED) gold or better by the United States Green Building Council; and
  - The project, where applicable, achieves a 15 percent greater standard for transportation efficiency than comparable projects; and
  - The project is located on an infill site; and
  - For a project that is within a metropolitan planning organization for which a sustainable communities strategy or alternative planning strategy is in effect, the infill project shall be consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy, for which the State Air Resources Board has accepted a metropolitan planning organization's determination, under subparagraph (H) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code, that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets.
- (2) A clean renewable energy project that generates electricity exclusively through wind or solar, but not including waste incineration or conversion.
- (3) A clean energy manufacturing project that manufactures products, equipment, or components used for renewable energy generation, energy efficiency, or for the production of clean alternative fuel vehicles.
- (4) A housing development project—i.e., a project that entails either residential units only; mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use; or transitional housing or supportive housing—that meets all of the following conditions:
  - The housing development project is located on an infill site.
  - For a housing development project that is located within a metropolitan planning organization for which a sustainable communities strategy or alternative planning strategy is in effect, the project is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy, for which the State Air Resources Board has accepted a metropolitan planning organization's determination, under subparagraph (H) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code, that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets.

- Notwithstanding paragraph (1) of subdivision (a) of Section 21183, the housing development project will result in a minimum investment of fifteen million dollars (\$15,000,000), but less than one hundred million dollars (\$100,000,000), in California upon completion of construction.
- At least 15 percent of the housing development project is dedicated as housing that is affordable to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Upon completion of a housing development project that is qualified under this paragraph and is certified by the Governor, the lead agency or applicant of the project shall notify the Office of Planning and Research of the number of housing units and affordable housing units established by the project. Notwithstanding the foregoing, if a local agency has adopted an inclusionary zoning ordinance that establishes a minimum percentage for affordable housing within the jurisdiction in which the housing development project is located that is higher than 15 percent, the percentage specified in the inclusionary zoning ordinance shall be the threshold for affordable housing.
- Except for use as a residential hotel, as defined in Section 50519 of the Health and Safety Code, no part of the housing development project shall be used for a rental unit for a term shorter than 30 days, or designated for hotel, motel, bed and breakfast inn, or other transient lodging use. Moreover, no part of the housing development project shall be used for manufacturing or industrial uses.

The Governor may certify a leadership project for streamlining before the lead agency certifies an EIR for the project if various conditions set forth in Public Resources Code section 21182 are met. The conditions include but are not limited to the following: (1) except as set forth above, the project will result in a minimum investment of one hundred million dollars (\$100,000,000) in California upon completion of construction; (2) the project creates high-wage, highly skilled jobs that pay prevailing wages and living wages, provide construction jobs and permanent jobs for Californians, helps reduce unemployment, and promotes apprenticeship training; and (3) the project will not result in any net additional emission of greenhouse gases, including greenhouse gas emissions from employee transportation.

If the Governor certifies a project as an Environmental Leadership Development Project, any lawsuit challenging the project—including any potential appeals to the court of appeal or the California Supreme Court—must be resolved, to the extent feasible, within 270 days of the filing of the certified record of proceedings with the trial court.

This section shall remain in effect until January 1, 2026. This section does not comprehensively set forth the rules governing Environmental Leadership Development projects. For more information, please see Chapter 6.5 of the Public Resources Code, starting with Public Resources Code section 21178.

## **7.06 PREPARATION OF DRAFT EIR.**

The Lead Agency is responsible for preparing a Draft EIR. The Lead Agency may begin preparation of the Draft EIR without awaiting responses to the Notice of Preparation. However, information communicated to the Lead Agency not later than thirty (30) days after receipt of the Notice of Preparation shall be included in the Draft EIR.

(Reference: State CEQA Guidelines, § 15084.)

## **7.07 CONSULTATION WITH CALIFORNIA NATIVE AMERICAN TRIBES.**

Prior to the release of a Draft EIR for a project, the Lead Agency shall begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project if:

- (a) The California Native American tribe requested to the Lead Agency, in writing, to be informed by the Lead Agency through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe; and
- (b) The California Native American tribe responds, in writing, within 30 days of receipt of the formal notification, and requests the consultation. The California Native American tribe shall designate a lead contact person when responding to the Lead Agency. If a lead contact is not designated by the California Native American tribe, or if it designates multiple lead contact people, the Lead Agency shall defer to the individuals listed on the contact list maintained by the Native American Heritage Commission. Consultation is defined in Local Guidelines Section 11.12.

To expedite the requirements of this section, the Native American Heritage Commission shall assist the Lead Agency in identifying the California American Native tribes that are traditionally and culturally affiliated with the project area.

Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the Lead Agency shall provide formal notification to the designated contact of, or a tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, which shall be accomplished by at least one written notification that includes a brief description of the proposed project and its location, the Lead Agency contact information, and a notification that the California Native American tribe has 30 days to request consultation.

The Lead Agency shall begin the consultation process within 30 days of receiving a California Native American tribe's request for consultation.

If consultation is requested, the parties may propose mitigation measures, including those set forth in Public Resources Code section 21084.3, capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would

avoid significant impacts to a tribal cultural resource. The consultation may include discussion concerning the type of environmental review necessary, the significance of tribal cultural resources, the significance of the project's impacts on the tribal cultural resources, and, if necessary, project alternatives or the appropriate measures for preservation or mitigation that the California Native American tribe may recommend to the lead agency.

The consultation shall be considered concluded when either of the following occurs:

- (1) The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource.
- (2) A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.

The California Native American tribe is not limited in its ability to submit information to the Lead Agency regarding the significance of the tribal cultural resources, the significance of the project's impact on tribal cultural resources, or any appropriate measures to mitigate the impacts. Additionally, the Lead Agency or project proponent is not limited in its ability to incorporate changes and additions to the project as a result of the consultation, even if not legally required.

(Reference: Pub. Resources Code, §§ 21080.3.1, 21080.3.2.)

#### **7.08 IDENTIFICATION OF TRIBAL CULTURAL RESOURCES AND PROCESSING OF INFORMATION AFTER CONSULTATION WITH THE CALIFORNIA NATIVE AMERICAN TRIBE**

After consultation with the California Native American tribe listed above in Local Guidelines Section 7.07, any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code section 21080.3.2 shall be recommended for inclusion in the EIR and in an adopted mitigation monitoring and reporting program, if the mitigation measures are determined to avoid or lessen the proposed project's impacts on tribal cultural resources, and if the mitigation measures are enforceable.

If a project may have a significant impact on a tribal cultural resource, the Lead Agency's EIR shall discuss both of the following:

- (a) Whether the proposed project has a significant impact on an identified tribal cultural resource;
- (b) Whether feasible alternatives or mitigation measures, including those measures that may be agreed to during the consultation, avoid or substantially lessen the impact on the identified tribal cultural resource.

Any information provided regarding the location, description and use of the tribal cultural resource that is submitted by a California Native American tribe during the environmental review process shall not be included in the EIR or otherwise disclosed by the lead agency or any other public agency to the public, consistent with Governmental Code sections 6254(r) and

6254.10, and State CEQA Guidelines section 15120(d), without the prior consent of the tribe that provided the information. If the Lead Agency publishes any information submitted by a California Native American tribe during the consultation or environmental review process, that information shall be published in a confidential appendix to the EIR unless the tribe provides consent, in writing, to the disclosure of some or all of the information to the public. This does not prohibit the confidential exchange of the submitted information between public agencies that have lawful jurisdiction over the preparation of the EIR.

The exchange of confidential information regarding tribal cultural resources submitted by a California Native American tribe during the consultation or environmental review process among the Lead Agency, the California Native American tribe, the project applicant, or the project applicant's agent is not prohibited by Public Resources Code section 21082.3. The project applicant and the project applicant's legal advisers must use a reasonable degree of care and maintain the confidentiality of the information exchanged for the purposes of preventing looting, vandalism, or damage to tribal cultural resources and shall not disclose to a third party confidential information regarding the cultural resource unless the California Native American tribe providing the information consents in writing to the public disclosure of such information.

Public Resources Code section 21082.3 does not prevent a Lead Agency or other public agency from describing the information in general terms in the EIR so as to inform the public of the basis of the Lead Agency's or other public agency's decision without breaching the confidentiality required. In addition, a Lead Agency may certify an EIR for a project with a significant impact on an identified tribal cultural resource only if one of the following occurs:

- (a) The consultation process between the California Native American tribe and the Lead Agency has occurred as provided in Public Resources Code sections 21080.3.1 and 21080.3.2 and concluded pursuant to subdivision (b) of Section 21080.3.2.
- (b) The California Native American tribe has requested consultation pursuant to Public Resources Code section 21080.3.1 and has failed to provide comments to the Lead Agency, or otherwise failed to engage, in the consultation process.
- (c) The Lead Agency has complied with subdivision (d) of Section 21080.3.1 of the Public Resources Code and the California Native American tribe has failed to request consultation within 30 days.

If substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource but the decision-makers do not include the mitigation measures recommended by the staff in the Draft EIR, or if there are no agreed upon mitigation measures at the conclusion of the consultation, or if no consultation has occurred, the Lead Agency must still consider the adoption of feasible mitigation.

(Reference: Pub. Resources Code, § 21082.3.)



## **7.09 SIGNIFICANT ADVERSE IMPACTS TO TRIBAL CULTURAL RESOURCES**

Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. If the Lead Agency determines that a project may cause a substantial adverse change to a tribal cultural resource, and measures are not otherwise identified in the consultation process provided in Public Resources Code section 21080.3.2 as set forth in Local Guidelines Section 7.07, the following examples of mitigation measures, if feasible, may be considered to avoid or minimize the significant adverse impacts:

- (a) Avoidance and preservation of the resources in place, including, but not limited to, planning and construction to avoid the resources and protect the cultural and natural context, or planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.
- (b) Treating the resource with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to the following:
  - (1) Protecting the cultural character and integrity of the resource.
  - (2) Protecting the traditional use of the resource.
  - (3) Protecting the confidentiality of the resource.
- (c) Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.
- (d) Protecting the resource.

(Reference: Pub. Resources Code, § 21084.3.)

## **7.10 CONSULTATION WITH OTHER AGENCIES AND PERSONS.**

To expedite consultation in response to the Notice of Preparation, the Lead Agency, a Responsible Agency, or a project applicant may request a meeting among the agencies involved to assist in determining the scope and content of the environmental information that the involved agencies may require. For any project that may affect highways or other facilities under the jurisdiction of the State Department of Transportation, the Department of Transportation can request a scoping meeting. When acting as Lead Agency, the City must convene the meeting as soon as possible but no later than thirty (30) days after a request is made. When acting as a Responsible Agency, the City should make any requests for consultation as soon as possible after receiving a Notice of Preparation.

Prior to completion of the Draft EIR, the Lead Agency shall consult with each Responsible Agency and any public agency that has jurisdiction by law over the project.

When acting as a Lead Agency, the City may fulfill this obligation by distributing the Notice of Preparation in compliance with Local Guidelines Section 7.03 and soliciting the comments of Responsible Agencies, Trustee Agencies, and other affected agencies. The City may also consult with any individual who has special expertise with respect to any environmental impacts involved with a project. The City may also consult directly with any person or organization it believes will be concerned with the environmental effects of the project, including any interested individuals and organizations of which the City is reasonably aware. The purpose of this consultation is to “scope” the EIR’s range of analysis. When a Negative Declaration or Mitigated Negative Declaration will be prepared for a project, no scoping meeting need be held, although the City may hold one if it so chooses. For private projects, the City as Lead Agency may charge and collect from the applicant a fee not to exceed the actual cost of the consultations.

In addition to soliciting comments on the Notice of Preparation, the Lead Agency may be required to conduct a scoping meeting to gather additional input regarding the impacts to be analyzed in the EIR. The Lead Agency is required to conduct a scoping meeting when:

- (a) The meeting is requested by a Responsible Agency, a Trustee Agency, OPR, or a project applicant;
- (b) The project is one of “statewide, regional or area wide significance” as defined in State CEQA Guidelines section 15206; or
- (c) The project may affect highways or other facilities under the jurisdiction of the State Department of Transportation, and the Department of Transportation has requested a scoping meeting.

When acting as Lead Agency, the City shall provide notice of the scoping meeting to all of the following:

- (a) Any county or city that borders on a county or city within which the project is located, unless the City has a specific agreement to the contrary with that county or city;
- (b) Any Responsible Agency;
- (c) Any public agency that has jurisdiction by law over the project;
- (d) A transportation planning agency, or any public agency that has transportation facilities within its jurisdiction, that could be affected by the project; and
- (e) Any organization or individual who has filed a written request for the notice.

The requirement for providing notice of a scoping meeting may be met by including the notice of the public scoping meeting in the public meeting notice.

Government Code section 65352 requires that before a legislative body may adopt or substantially amend a general plan, the planning agency must refer the proposed action to any city or county, within or abutting the area covered by the proposal, and any special district that may be significantly affected by the proposed action. CEQA allows that referral procedure to be conducted concurrently with the scoping meeting required pursuant to this section of the Local CEQA Guidelines.

For projects that are also subject to NEPA, a scoping meeting held pursuant to NEPA satisfies the CEQA scoping requirement as long as notice is provided to the agencies and individuals listed above, and in accordance with these Local Guidelines. (See Local Guideline 5.04 for a discussion of NEPA.)

The City shall call the scoping meeting as soon as possible but not later than 30 days after the meeting was requested. If the scoping meeting is being conducted concurrently with the procedure in Government Code section 65352 for the consideration of adoption or amendment of general plans, each entity receiving a proposed general plan or amendment of a general plan should have 45 days from the date the referring agency mails it or delivers it in which to comment unless a longer period is specified. The commenting entity may submit its comments at the scoping meeting.

A Responsible Agency or other public agency shall only make comments regarding those activities that are within its area of expertise or that are required to be carried out or approved by the Responsible Agency. These comments must be supported by specific documentation. Any mitigation measures submitted to the City by a Responsible or Trustee Agency shall be limited to measures that mitigate impacts to resources that are within the Responsible or Trustee Agency's authority.

For projects of statewide, area-wide, or regional significance, consultation with transportation planning agencies or with public agencies that have transportation facilities within their jurisdictions shall be for the purpose of obtaining information concerning the project's effect on major local arterials, public transit, freeways, highways, overpasses, on-ramps, off-ramps, and rail transit services. Moreover, the Lead Agency should also consult with public transit agencies with facilities within one-half mile of the proposed project. Any transportation planning agency or public agency that provides information to the Lead Agency must be notified of, and provided with, copies of any environmental documents relating to the project.

(Reference: State CEQA Guidelines, §§ 15082, 15083.)

#### **7.11 EARLY CONSULTATION ON PROJECTS INVOLVING PERMIT ISSUANCE.**

When the project involves the issuance of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies, the City, upon request of the applicant, shall meet with the applicant regarding the range of actions, potential alternatives, mitigation measures and significant effects to be analyzed in depth in the EIR. The City may also consult with concerned persons identified by the applicant and persons who have made written requests to be consulted. Such requests for early consultation must be made not later than thirty (30) days after the City's decision to prepare an EIR.

#### **7.12 CONSULTATION WITH WATER AGENCIES REGARDING LARGE DEVELOPMENT PROJECTS.**

For certain development projects, cities and counties must consult with water agencies. If the City is a water provider for the project, the city or county may request consultation with the City. (See Local Guidelines Sections 5.16 and 5.17 for more information on these requirements.)

(Reference: State CEQA Guidelines, § 15155.)

### **7.13 AIRPORT LAND USE PLAN.**

When the City prepares an EIR for a project within the boundaries of a comprehensive airport land use plan, or, if such a plan has not been adopted, for a project within two (2) nautical miles of a public airport or public use airport, the City shall utilize the Airport Land Use Planning Handbook published by Caltrans' Division of Aeronautics to assist in the preparation of the EIR relative to potential airport or related safety hazards and noise problems.

(Reference: State CEQA Guidelines, § 15154.)

### **7.14 GENERAL ASPECTS OF AN EIR.**

Both a Draft and Final EIR must contain the information outlined in Local Guidelines Sections 7.17 and 7.18. Each element must be covered, and when elements are not separated into distinct sections, the document must state where in the document each element is covered.

The body of the EIR shall include summarized technical data, maps, diagrams and similar relevant information. Highly technical and specialized analyses and data should be included in appendices. Appendices may be prepared in separate volumes, but must be equally available to the public for examination. All documents used in preparation of the EIR must be referenced. An EIR shall not include "trade secrets," locations of archaeological sites and sacred lands, or any other information subject to the disclosure restrictions of the Public Records Act (Government Code section 6250, et seq.).

The EIR should discuss environmental effects in proportion to their severity and probability of occurrence. Effects dismissed in the Initial Study as clearly insignificant and unlikely to occur need not be discussed.

The Initial Study should be used to focus the EIR so that the EIR identifies and discusses only the specific environmental problems or aspects of the project that have been identified as potentially significant or important. A copy of the Initial Study should be attached to the EIR or included in the administrative record to provide a basis for limiting the impacts discussed.

The EIR shall contain a statement briefly indicating the reason for determining that various effects of a project that could possibly be considered significant were not found to be significant and consequently were not discussed in detail in the EIR. The City should also note any conclusion by it that a particular impact is too speculative for evaluation.

The EIR should omit unnecessary descriptions of projects and emphasize feasible mitigation measures and alternatives to projects.

### **7.15 USE OF REGISTERED CONSULTANTS IN PREPARING EIRS.**

An EIR is not a technical document that can be prepared only by a registered consultant or professional. However, state statutes may provide that only registered professionals can prepare certain technical studies that will be used in an EIR, or that will control the detailed

design, construction, or operation of the proposed project and that will be prepared in support of an EIR.

(Reference: State CEQA Guidelines, § 15149.)

#### **7.16 INCORPORATION BY REFERENCE.**

An EIR, Negative Declaration, or Mitigated Negative Declaration may incorporate by reference all or portions of another document that is a matter of public record or is generally available to the public. Any incorporated document shall be considered to be set forth in full as part of the text of the environmental document. When all or part of another document is incorporated by reference, that document shall be made available to the public for inspection at the City's offices. The environmental document shall state where incorporated documents will be available for inspection.

When incorporation by reference is used, the incorporated part of the referenced document shall be briefly summarized, if possible, or briefly described if the data or information cannot be summarized. The relationship between the incorporated document and the EIR, Negative Declaration, or Mitigated Negative Declaration shall be described. When information from an environmental document that has previously been reviewed through the state review system ("State Clearinghouse") is incorporated by the City, the state identification number of the incorporated document should be included in the summary or text of the EIR.

(Reference: State CEQA Guidelines, § 15150.)

#### **7.17 STANDARDS FOR ADEQUACY OF AN EIR.**

An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information that enables them to make a decision that takes into account the environmental consequences of the project. The evaluation of environmental effects need not be exhaustive, but must be within the scope of what is reasonably feasible. The EIR should be written and presented in such a way that it can be understood by governmental decision-makers and members of the public. A good faith effort at completeness is necessary. The adequacy of an EIR is assessed in terms of what is reasonable in light of factors such as the magnitude of the project at issue, the severity of its likely environmental impacts, and the geographic scope of the project. CEQA does not require a Lead Agency to conduct every test or perform all research, study, and experimentation recommended or demanded by commenters, but CEQA does require the Lead Agency to make a good faith, reasoned response to timely comments raising significant environmental issues.

There is no need to unreasonably delay adoption of an EIR in order to include results of studies in progress, even if those studies will shed some additional light on subjects related to the project.

(Reference: State CEQA Guidelines, § 15151.)

## 7.18 FORM AND CONTENT OF EIR.

The text of the EIR should normally be less than 150 pages. For proposals of unusual scope or complexity, the EIR may be longer than 150 pages but should normally be less than 300 pages. The required contents of an EIR are set forth in Sections 15122 through 15132 of the State CEQA Guidelines. In brief, the EIR must contain:

- (a) A table of contents or an index;
- (b) A brief summary of the proposed project, including each significant effect with proposed mitigation measures and alternatives, areas of known controversy and issues to be resolved including the choice among alternatives, how to mitigate the significant effects and whether there are any significant and unavoidable impacts (generally, the summary should be less than fifteen (15) pages);
- (c) A description of the proposed project, including its underlying purpose and a list of permit and other approvals required to implement the project (see Local Guidelines Section 7.24 regarding analysis of future project expansion);
- (d) A description of the environmental setting, which includes the project's physical environmental conditions from both a local and regional perspective at the time the Notice of Preparation is published, or if no Notice of Preparation is published, at the time environmental analysis begins. (State CEQA Guidelines section 15125.) This environmental setting will normally constitute the baseline physical conditions by which the Lead Agency determines whether an impact is significant. However, the City, when acting as Lead Agency, may choose any baseline that is appropriate as long as the City's choice of baseline is supported by substantial evidence;
- (e) A discussion of any inconsistencies between the proposed project and applicable general, specific and regional plans. Such plans include, but are not limited to, the applicable air quality attainment or maintenance plan or State Implementation Plan, area-wide waste treatment and water quality control plans, regional transportation plans, regional housing allocation, regional blueprint plans, plans for the reduction of greenhouse gas emissions, habitat conservation plans, natural community conservation plans and regional land use plans;
- (f) A description of the direct and indirect significant environmental impacts of the proposed project explaining which, if any, can be avoided or mitigated to a level of insignificance, indicating reasons that various possible significant effects were determined not to be significant and denoting any significant effects that are unavoidable or could not be mitigated to a level of insignificance. Direct and indirect significant effects shall be clearly identified and described, giving due consideration to both short-term and long-term effects;
- (g) Potentially significant energy implications of a project must be considered to the extent relevant and applicable to the project (see Local Guidelines Section 5.20);
- (h) An analysis of a range of alternatives to the proposed project that could feasibly attain the project's objectives as discussed in Local Guidelines Section 7.23;
- (i) A description of any significant irreversible environmental changes that would be involved in the proposed action should it be implemented if, and only if, the EIR is being prepared in connection with:

- (1) The adoption, amendment, or enactment of a plan, policy, or ordinance of a public agency;
  - (2) The adoption by a Local Agency Formation Commission of a resolution making determinations; or
  - (3) A project that will be subject to the requirement for preparing an Environmental Impact Statement pursuant to NEPA;
- (j) An analysis of the growth-inducing impacts of the proposed action. The discussion should include ways in which the project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. Growth-inducing impacts may include the estimated energy consumption of growth induced by the project;
  - (k) A discussion of any significant, reasonably anticipated future developments and the cumulative effects of all proposed and anticipated action as discussed in Local Guidelines Section 7.24;
  - (l) In certain situations, a regional analysis should be completed for certain impacts, such as air quality;
  - (m) A discussion of any economic or social effects, to the extent that they cause, or may be used to determine, significant environmental impacts;
  - (n) A statement briefly indicating the reasons that various possible significant effects of a project were determined not to be significant and, therefore, were not discussed in the EIR;
  - (o) The identity of all federal, state or local agencies or other organizations and private individuals consulted in preparing the EIR, and the identity of the persons, firm or agency preparing the EIR, by contract or other authorization. To the fullest extent possible, the City should integrate CEQA review with these related environmental review and consultation requirements;
  - (p) A discussion of those potential effects of the proposed project on the environment that the City has determined are or may be significant. The discussion on other effects may be limited to a brief explanation as to why those effects are not potentially significant; and
  - (q) A description of feasible measures, as set forth in Local Guidelines Section 7.22, which could minimize significant adverse impacts.

(Reference: State CEQA Guidelines, §§ 15120-15148.)

## **7.19 CONSIDERATION AND DISCUSSION OF SIGNIFICANT ENVIRONMENTAL IMPACTS.**

An EIR must identify and focus on the significant effects of the proposed project on the environment. In assessing the proposed project's potential impacts on the environment, the City should normally limit its examination to comparing changes that would result from the project as compared to the existing physical conditions in the affected area as they exist when the Notice of Preparation is published. If a Notice of Preparation is not published for the project, the City should compare the proposed project's potential impacts to the physical conditions that exist at the time environmental review begins. Direct and indirect significant effects of the project on the environment must be clearly identified and described, considering both the short-term and

long-term effects. The discussion should include relevant specifics of the area, the resources involved, physical changes, alterations to ecological systems, and changes induced in population distribution, population concentration, the human use of the land (including commercial and residential development), health and safety problems caused by the physical changes, and other aspects of the project that may impact resources in the project area, such as water, historical resources, scenic quality, and public services. The EIR must also analyze any significant environmental effects the project might cause or risk exacerbating by bringing development and people into the area. If applicable, an EIR should also evaluate any potentially significant direct, indirect, or cumulative environmental impacts of locating development in areas susceptible to hazardous conditions (e.g., floodplains, coastlines, wildfire risk areas), including both short-term and long-term conditions, as identified on authoritative hazard maps, risk assessments or in land use plans addressing such hazards areas.

If analysis of the project's energy use reveals that the project may result in significant environmental effects due to wasteful, inefficient, or unnecessary use of energy, or wasteful use of energy resources, the EIR shall mitigate that energy use. This analysis should include the project's energy use for all project phases and components, including transportation-related energy, during construction and operation. In addition to building code compliance, other relevant considerations may include, among others, the project's size, location, orientation, equipment use and any renewable energy features that could be incorporated into the project. This analysis is subject to the rule of reason and shall focus on energy use that is caused by the project. This analysis may be included in related analyses of air quality, greenhouse gas emissions, transportation or utilities in the discretion of the Lead Agency.

The EIR must describe all significant impacts, including those that can be mitigated but not reduced to a level of insignificance. Where there are impacts that cannot be alleviated without imposing an alternative design, their implications and the reasons why the project is being proposed, notwithstanding their effect, should be described.

The EIR must also discuss any significant irreversible environmental changes that would be caused by the project. For example, use of nonrenewable resources during the initial and continued phases of a project may be irreversible if a large commitment of such resources makes removal or nonuse thereafter unlikely. Additionally, the discussion of irreversible commitment of resources may include a discussion of how the project preempts future energy development or future energy conservation. Irretrievable commitments of resources to the proposed project should be evaluated to assure that such current consumption is justified.

(Reference: Pub. Resources Code, § 21100.)

## **7.20 ENVIRONMENTAL SETTING**

An EIR must include a description of the physical environmental conditions in the vicinity of the project. This environmental setting will normally constitute the baseline physical conditions by which the Lead Agency determines whether an impact is significant. The description of the environmental setting shall be no longer than is necessary to provide an understanding of the significant effects of the proposed project and its alternatives. The purpose of this requirement is to give the public and decision makers the most accurate and



understandable picture practically possible of the project's likely near-term and long-term impacts.

(1) Generally, the Lead Agency should describe physical environmental conditions as they exist at the time the Notice of Preparation is published, or if no Notice of Preparation is published, at the time environmental analysis is commenced, from both a local and regional perspective. Where existing conditions change or fluctuate over time, and where necessary to provide the most accurate picture practically possible of the project's impacts, the Lead Agency may define existing conditions by referencing historic conditions, or conditions expected when the project becomes operational, or both, that are supported with substantial evidence. In addition, the Lead Agency may also use baselines consisting of both existing conditions and projected future conditions that are supported by reliable projections based on substantial evidence in the record.

(2) The Lead Agency may use projected future conditions (beyond the date of project operations) as the sole baseline for analysis only if it demonstrates with substantial evidence that use of existing conditions would be either misleading or without informative value to decision-makers and the public. Use of projected future conditions as the only baseline must be supported by reliable projections based on substantial evidence in the record.

(3) An existing conditions baseline shall not include hypothetical conditions—such as those that might be allowed, but have never actually occurred, under existing permits or plans—as the baseline.

(State CEQA Guidelines, § 15125.)

## **7.21 ANALYSIS OF CUMULATIVE IMPACTS.**

An EIR must discuss cumulative impacts when the project's incremental effect is "cumulatively considerable" as defined in Local Guidelines Section 11.14. When the City is examining a project with an incremental effect that is not "cumulatively considerable," it need not consider that effect significant, but must briefly describe the basis for this conclusion. A project's contribution may be less than cumulatively considerable if the project is required to implement or fund its fair share of a mitigation measure designed to alleviate the cumulative impact. When relying on a fee program or mitigation measure(s), the City must identify facts and analysis supporting its conclusion that the cumulative impact is less than significant.

The City may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program that provides specific requirements that will avoid or substantially lessen the cumulative problem in the geographic area in which the project is located. Such plans and programs may include, but are not limited to:

- (1) Water quality control plans;
- (2) Air quality attainment or maintenance plans;
- (3) Integrated waste management plans;

- (4) Habitat conservation plans;
- (5) Natural community conservation plans; and/or
- (6) Plans or regulations for the reduction of greenhouse gas emissions.

When relying on such a regulation, plan, or program, the City should explain how implementing the particular requirements of the plan, regulation or program will ensure that the project's incremental contribution to the cumulative effect is not cumulatively considerable.

A cumulative impact consists of an impact that is created as a result of the combination of the project evaluated in the EIR together with other projects causing related impacts. An EIR should not discuss impacts that do not result in part from the project evaluated in the EIR.

The discussion of cumulative impacts in an EIR must focus on the cumulative impacts to which the identified other projects contribute, rather than on the attributes of other projects that do not contribute to the cumulative impact. The discussion of significant cumulative impacts must include either of the following:

- (1) A list of past, present, and probable future projects causing related or cumulative impacts including, if necessary, those projects outside the control of the City; or
- (2) A summary of projections contained in an adopted local, regional or statewide plan, or related planning document, that describes or evaluates conditions contributing to the cumulative effect. Such plans may include: a general plan, regional transportation plan, or a plan for the reduction of greenhouse gas emissions. A summary of projections may also be contained in an adopted or certified prior environmental document for such a plan. Such projections may be supplemented with additional information such as a regional modeling program. Documents used in creating a summary of projections must be referenced and made available to the public.

When utilizing a list, as suggested above, factors to consider when determining whether to include a related project should include the nature of each environmental resource being examined and the location and type of project. Location may be important, for example, when water quality impacts are involved since projects outside the watershed would probably not contribute to a cumulative effect. Project type may be important, for example, when the impact is specialized, such as a particular air pollutant or mode of traffic.

Public Resources Code section 21094 also states that if a Lead Agency determines that a cumulative effect has been adequately addressed in an earlier EIR, it need not be examined in a later EIR if the later project's incremental contribution to the cumulative effect is not cumulatively considerable. A cumulative effect has been adequately addressed in the prior EIR if:

- (1) it has been mitigated or avoided as a result of the prior EIR; or

- (2) the cumulative effect has been examined in a sufficient level of detail to enable the effect to be mitigated or avoided by site-specific revisions, the imposition of conditions, or other means in connection with the approval of the later project.

Public Resources Code section 21094 only applies to earlier projects that (1) are consistent with the program, plan, policy, or ordinance for which an environmental impact report has been prepared and certified, (2) are consistent with applicable local land use plans and zoning of the city, county, or city and county in which the later project would be located and (3) are not subject to Public Resources Code section 21166.

If the Lead Agency determines that the cumulative effect has been adequately addressed in a prior EIR, the Lead Agency should clearly explain the basis for its determination in the current environmental documentation for the project.

The City should define the geographic scope of the area affected by the cumulative effect and provide a reasonable explanation for the geographic limitation used.

(Reference: State CEQA Guidelines, § 15130.)

## **7.22 ANALYSIS OF MITIGATION MEASURES.**

The discussion of mitigation measures in an EIR must distinguish between measures proposed by project proponents and other measures proposed by Lead, Responsible or Trustee Agencies. This discussion shall identify mitigation measures for each significant environmental effect identified in the EIR.

Where several measures are available to mitigate an impact, each should be disclosed and the basis for selecting a particular measure should be identified. Formulation of mitigation measures shall not be deferred until some future time. The specific details of a mitigation measure, however, may be developed after project approval when it is impractical or infeasible to include those details during the project's environmental review provided that the Lead Agency (1) commits itself to the mitigation, (2) adopts specific performance standards the mitigation will achieve, and (3) identifies the type(s) of potential action(s) that can feasibly achieve that performance standard and that will be considered, analyzed, and potentially incorporated in the mitigation measure. Compliance with a regulatory permit or other similar process may be identified as mitigation if compliance would result in implementation of measures that would be reasonably expected, based on substantial evidence in the record, to reduce the significant impact to the specified performance standards.

If a mitigation measure would cause one or more significant effects in addition to those that would be caused by the project as proposed, the effects of the mitigation measure shall be disclosed but in less detail than the significant effects of the project itself.

If a project includes a housing development, the City may not reduce the project's proposed number of housing units as a mitigation measure or project alternative if the City determines that there is another feasible specific mitigation measure or project alternative that would provide a comparable level of mitigation without reducing the number of housing units.

Mitigation measures must be fully enforceable through permit conditions, agreements, or other legally binding instruments. In the case of the adoption of a plan, policy, regulation, or other public project, mitigation measures can be incorporated into the plan, policy, regulation, or project design. Mitigation measures must also be consistent with all applicable constitutional requirements such as the “nexus” and “rough proportionality” standards—i.e., there must be an essential nexus between the mitigation measure and a legitimate governmental interest, and the mitigation measure must be “roughly proportional” to the impacts of the project.

Where maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of a historical resource will be conducted in a manner consistent with the Secretary of the Interior’s “Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings” (1995), Weeks and Grimmer, the project’s impact on the historical resource shall generally be considered mitigated below a level of significance and thus not significant.

The City should, whenever feasible, seek to avoid damaging effects on any historical resource of an archaeological nature. The following must be considered and discussed in an EIR for a project involving an archaeological site:

- (a) Preservation in place is the preferred manner of mitigating impacts to archaeological sites; and
- (b) Preservation in place may be accomplished by, but is not limited to, the following:
  - (1) Planning construction to avoid archaeological sites;
  - (2) Incorporation of sites within parks, green space, or other open spaces;
  - (3) Covering the archaeological sites with a layer of chemically stable soil before building tennis courts, parking lots, or similar facilities on the site; and/or
  - (4) Deeding the site into a permanent conservation easement.

When data recovery through excavation is the only feasible mitigation, a data recovery plan, which makes provision for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to excavation. Such studies must be deposited with the California Historical Resources Regional Information Center.

Data recovery shall not be required for a historical resource if the City determines that existing testing or studies have adequately recovered the scientifically consequential information from and about the archaeological or historical resource, provided that the determination is documented in the EIR and that the studies are deposited with the California Historical Resources Regional Information Center.

(Reference: State CEQA Guidelines, § 15126.4.)

## 7.23 ANALYSIS OF ALTERNATIVES IN AN EIR.

The alternatives analysis must describe and evaluate the comparative merits of a range of reasonable alternatives to the project or to the location of the project which would feasibly attain most of the basic objectives of the project, but which would avoid or substantially lessen any of the significant effects of the project. An EIR need not consider every conceivable alternative to a project, and it need not consider alternatives that are infeasible. Rather, an EIR must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation.

**Purpose of the Alternatives Analysis:** An EIR must identify ways to mitigate or avoid the significant effects that a project may have on the environment. For this reason, a discussion of alternatives must focus on alternatives to the project or its location that are capable of avoiding or substantially lessening any significant effect of the project, even if these alternatives would impede to some degree the attainment of the project objectives or would be more costly.

**Selection of a Range of Reasonable Alternatives:** The range of potential alternatives to the proposed project shall include those that could feasibly accomplish most of the basic purposes of the project and could avoid or substantially lessen one or more of the significant effects, even if those alternatives would be more costly or would impede to some degree the attainment of the project's objectives. The EIR should briefly describe the rationale for selecting the alternatives to be discussed. The EIR should also identify any alternatives that were considered by the Lead Agency and rejected as infeasible during the scoping process, and it should briefly explain the reasons for rejecting those alternatives. Additional information explaining the choice of alternatives should be included in the administrative record. Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (a) failure to meet most of the basic project objectives; (b) infeasibility; or (c) inability to avoid significant environmental impacts.

**Evaluation of Alternatives:** The EIR shall include sufficient information about each alternative to allow meaningful evaluation, analysis and comparison with the proposed project. A matrix displaying the major characteristics and significant environmental effects of each alternative may be used to summarize the comparison. The matrix may also identify and compare the extent to which each alternative meets project objectives. If an alternative would cause one or more significant effects in addition to those that would be caused by the project as proposed, the significant effects of the alternative shall be discussed but in less detail than the significant effects of the project as proposed.

**The Rule of Reason:** The range of alternatives required in an EIR is governed by a "rule of reason" which courts have held means that an alternatives discussion must be reasonable in scope and content. Therefore, the EIR must set forth only those alternatives necessary to permit public participation, informed decision-making, and a reasoned choice. The alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project. Of those alternatives, the EIR need examine in detail only the ones the City determines could feasibly attain most of the basic objectives of the project. An EIR need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative.

**Feasibility of Alternatives:** The factors that may be taken into account when addressing the feasibility of alternatives include: site suitability; economic viability; availability of infrastructure; general plan consistency; other plans or regulatory limitations; jurisdictional boundaries (projects with a regionally significant impact should consider the regional context); and whether the proponent already owns the alternative site or can reasonably acquire, control or otherwise have access to the site. No one factor establishes a fixed limit on the scope of reasonable alternatives.

**Alternative Locations:** The first step in the alternative location analysis is to determine whether any of the significant effects of the project could be avoided or substantially lessened by putting the project in another location. This is the key question in this analysis. Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR.

The second step in this analysis is to determine whether any of the alternative locations are feasible. If the City concludes that no feasible alternative locations exist, it must disclose its reasons, and it should include them in the EIR. When a previous document has sufficiently analyzed a range of reasonable alternative locations and environmental impacts for a project with the same basic purpose, the City should review the previous document and incorporate the previous document by reference. To the extent the circumstances have remained substantially the same with respect to an alternative, the EIR may rely on the previous document to help it assess the feasibility of the potential project alternative.

**The “No Project” Alternative:** The specific alternative of “no project” must be evaluated along with its impacts. The purpose of describing and analyzing the no project alternative is to allow decision-makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project. The no project alternative may be different from the baseline environmental conditions. The no project alternative will be the same as the baseline only if it is identical to the existing environmental setting and the Lead Agency has chosen the existing environmental setting as the baseline.

A discussion of the “no project” alternative should proceed along one of two lines:

- (a) When the project is the revision of an existing land use or regulatory plan, policy or ongoing operation, the “no project” alternative will be the continuation of the existing plan, policy or operation into the future. Typically, this is a situation where other projects initiated under the existing plan will continue while the new plan is developed. Thus, the projected impacts of the proposed plan or alternative plans would be compared to the impacts that would occur under the existing plan; or
- (b) If the project is other than a land use or regulatory plan, for example a development project on identifiable property, the “no project” alternative is the circumstance under which the project does not proceed. This discussion would compare the environmental effects of the property remaining in its existing state against environmental effects that would occur if the project is approved. If disapproval of the project would result in predictable actions by others, such as the proposal of some other project, this “no project” consequence should be discussed.

After defining the “no project” alternative, the City should proceed to analyze the impacts of the “no project” alternative by projecting what would reasonably be expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services. If the “no project” alternative is the environmentally superior alternative, the EIR must also identify another environmentally superior alternative among the remaining alternatives.

**Remote or Speculative Alternatives:** An EIR need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative.

(Reference: State CEQA Guidelines, § 15126.6.)

## **7.24 ANALYSIS OF FUTURE EXPANSION.**

An EIR must include an analysis of the environmental effects of future expansion (or other similar future modifications) if there is credible and substantial evidence that:

- (a) The future expansion or action is a reasonably foreseeable consequence of the initial project; and
- (b) The future expansion or action is likely to change the scope or nature of the initial project or its environmental effects.

Absent these two circumstances, future expansion of a project need not be discussed. CEQA does not require speculative discussion of future development that is unspecific or uncertain. However, if future action is not considered now, it must be considered and environmentally evaluated before it is actually implemented.

(Reference: *Laurel Heights Improvement Ass’n v. Regents of University of California* (1988) 47 Cal.3d 376, 396.)

## **7.25 NOTICE OF COMPLETION OF DRAFT EIR; NOTICE OF AVAILABILITY OF DRAFT EIR.**

**Notice of Completion.** When the Draft EIR is completed, a Notice of Completion (Form “H”) must be filed with the Office of Planning and Research in an electronic form via the Office of Planning and Research’s CEQA Submit website, which is located at the following web address: <https://ceqasubmit.opr.ca.gov/Security/LogOn?ReturnUrl=%2f>. The Notice of Completion shall contain:

- (a) A brief description of the proposed project;
- (b) The location of the proposed project including the proposed project’s latitude and longitude;
- (c) An address where copies of the Draft EIR are available and a description of how the Draft EIR can be provided in an electronic format; and
- (d) The review period during which comments will be received on the Draft EIR.

The Office of Planning and Research has developed a model form Notice of Completion. Form H follows OPR’s model. To ensure that the documents are accepted by OPR staff, this form should be used when documents are transmitted to OPR.

**Notice of Availability.** At the same time it sends a Notice of Completion to the Office of Planning and Research, the City shall provide public notice of the availability of the Draft EIR by distributing a Notice of Availability of Draft EIR (Form “K”). The Notice of Availability shall include at least the following information:

- (a) A brief description of the proposed project and its location;
- (b) The starting and ending dates for the review period during which the City will receive comments, the manner in which the City will receive those comments, and whether the review period has been shortened;
- (c) The date, time, and place of any scheduled public meetings or hearings to be held by the City on the proposed project, if the City knows this information when it prepares the Notice;
- (d) A list of the significant environmental effects anticipated as a result of the project;
- (e) The address where copies of the EIR and all documents incorporated by reference in the EIR will be available for public review, and a description of how the Draft EIR can be obtained in electronic format. This location shall be readily accessible to the public during the City’s normal working hours; and
- (f) A statement indicating whether the project site is included on any list of hazardous waste facilities, land designated as hazardous waste property, or hazardous waste disposal site, and, if so, the information required in the Hazardous Waste and Substances Statement pursuant to Government Code section 65962.5.

The Notice of Availability shall be provided to:

- (a) Each Responsible and Trustee Agency;
- (b) Any other federal, state, or local agency that has jurisdiction by law or exercises authority over resources affected by the project, including:
  - (1) Any water supply agency consulted under Local Guidelines Section 5.16;
  - (2) Any city or county bordering on the project area;
  - (3) For a project of statewide, regional, or area-wide significance, any transportation agencies or public agencies that have major local arterials or public transit facilities within five (5) miles of the project site; or freeways, highways, or rail transit service within ten (10) miles of the project site that could be affected by the project;
  - (4) For a subdivision project located within one mile of a facility of the State Water Resources Development System, the California Department of Water Resources; and
  - (5) For a general plan amendment, a project of statewide, regional, or area-wide significance, or a project that relates to a public use airport, to any “military service” (defined in Section 11.42 of these Local Guidelines) that has provided the City with its contact office and address and notified the City of the specific boundaries of a “low-level flight path” (defined in Section 11.37 of these Local Guidelines), “military impact zone” (defined in Section 11.41 of these Local



Guidelines), or “special use airspace” (defined in Section 11.67 of these Local Guidelines);

- (c) The last known name and address of all organizations and individuals who have previously filed a written request with the City to receive these Notices;
- (d) For certain projects that may impact a low-level flight path, military impact zone, or special use airspace and that meet the other criteria of Local Guidelines Section 7.04, the specified military services contact;
- (e) For certain projects that involve the construction or alteration of a facility anticipated to emit hazardous air emissions or handle hazardous substances within one-quarter mile of a school and that meet the other requirements of Local Guidelines Section 7.36, any potentially affected school district;
- (f) For certain waste-burning projects that meet the requirements of Local Guidelines Section 5.11 (see also Local Guidelines Section 7.27), the owners and occupants of property within one-fourth mile of any parcel on which the project will be located; and
- (g) For a project that establishes or amends a redevelopment plan that contains land in agricultural use, notice and a copy of the Draft EIR shall be provided to the agricultural and farm agencies and organizations specified in Health and Safety Code section 33333.3.

The City requires requests for copies of these Notices to be in writing and to be renewed annually; moreover, the City may charge a fee for the reasonable cost of providing these Notices. A project will not be invalidated due to a failure to send a requested Notice provided there has been substantial compliance with these notice provisions.

Staff may also consult with and obtain comments from any person known to have special expertise or any other person or organization whose comments relative to the Draft EIR would be desirable.

Notice shall be given to the last known name and address of all organizations and individuals who have previously requested notice; by posting the notice on the website of the lead agency; and by at least one of the following procedures:

- (a) Publication of the Notice of Completion and/or the Notice of Availability at least once in a newspaper of general circulation in the area affected by the proposed project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas;
- (b) Posting of the Notice of Completion and/or the Notice of Availability on and off site in the area where the project is to be located; or

In addition to one of the above, direct mailing to owners and occupants of property contiguous to the project and within five hundred (500) feet of the project, as shown on the latest equalized assessment roll. Pursuant to City Council policy, this notice must be given to allow the community adequate time to provide informed input.

The Notice of Completion and Notice of Availability shall be posted in the office of the Clerk in each county in which the project is located for at least thirty (30) days. If the public

review period for the Draft EIR is longer than thirty (30) days, the City may wish to leave the Notice posted until the public review period for the Draft EIR has expired.

Copies of the Draft EIR shall also be made available at the City office for review by members of the general public. The City may require any person obtaining a copy of the Draft EIR to reimburse the City for the actual cost of its reproduction. Copies of the Draft EIR should also be furnished to appropriate public library systems.

The City shall also post an electronic copy of the Notice of Completion, Notice of Availability, and Draft EIR on its website, if any. Such electronic postings are in addition to the procedures required by the State CEQA Guidelines and the Public Resources Code.

(Reference: Pub. Resources Code, § 21082.1; State CEQA Guidelines, §§ 15085, 15087.)

## **7.26 SUBMISSION OF DRAFT EIR TO STATE CLEARINGHOUSE.**

A Draft EIR must be submitted to the State Clearinghouse, at the same time as the Notice of Completion, in an electronic form as required by the Office of Planning and Research, regardless of whether the document must be circulated for review and comment by state agencies under State CEQA Guidelines section 15205 and 15206. The Draft EIR must be submitted via the Office of Planning and Research's CEQA Submit website (<https://ceqasubmit.opr.ca.gov/Security/LogOn?ReturnUrl=%2f>). The CEQA Submit website differentiates between environmental documents that do require review and comment by state agencies and those that do not. In particular, the website provides a "Local Review Period" tab for submitting documents that do not require review and comment by state agencies, and a "State Review Period" tab for submitting documents that do require review and comment by state agencies.

A Draft EIR must be submitted to the State Clearinghouse for review and comment by state agencies (i.e., the Draft EIR must be submitted through the CEQA Submit website under the "State Review Period" tab) in the following situations:

- (a) A state agency is the Lead Agency for the Draft EIR;
- (b) A state agency is a Responsible Agency, Trustee Agency, or otherwise has jurisdiction by law over resources potentially affected by the project; or
- (c) The Draft EIR is for a project identified in State CEQA Guidelines section 15206 as being a project of statewide, regional, or area-wide significance.

State CEQA Guidelines section 15206 identifies the following types of projects as being examples of projects of statewide, regional, or area-wide significance that require submission to the State Clearinghouse for circulation:

- (1) General plans, elements, or amendments for which an EIR was prepared;
- (2) Projects that have the potential for causing significant environmental effects beyond the city or county where the project would be located, such as:
  - (a) Residential development of more than 500 units;

- (b) Commercial projects employing more than 1,000 persons or covering more than 500,000 square feet of floor space;
  - (c) Office building projects employing more than 1,000 persons or covering more than 250,000 square feet of floor space;
  - (d) Hotel or motel development of more than 500 rooms; and
  - (e) Industrial projects housing more than 1,000 persons, occupying more than 40 acres of land, or covering more than 650,000 square feet of floor area;
- (3) Projects for the cancellation of a Williamson Act contract covering more than 100 acres;
- (4) Projects in one of the following Environmentally Sensitive Areas:
- (a) Lake Tahoe Basin;
  - (b) Santa Monica Mountains Zone;
  - (c) Sacramento-San Joaquin River Delta;
  - (d) Suisun Marsh;
  - (e) Coastal Zone, as defined by the California Coastal Act;
  - (f) Areas within one-quarter mile of a river designated as wild and scenic; or
  - (g) Areas within the jurisdiction of the San Francisco Bay Conservation and Development Commission;
- (5) Projects that would affect sensitive wildlife habitats or the habitats of any rare, threatened, or endangered species;
- (6) Projects that would interfere with water quality standards; and
- (7) Projects that would provide housing, jobs, or occupancy for 500 or more people within 10 miles of a nuclear power plant.

A Draft EIR may also be submitted to the State Clearinghouse for review and comment by state agencies when a state agency has special expertise with regard to the environmental impacts involved.

Submission of the Draft EIR to the State Clearinghouse affects the timing of the public review period as set forth in Local Guidelines Section 7.28.

(Reference: Pub. Resources Code, § 21091; State CEQA Guidelines, §§ 15205, 15206.)

## **7.27 SPECIAL NOTICE REQUIREMENTS FOR WASTE- AND FUEL-BURNING PROJECTS.**

For any waste-burning project, as defined in Local Guidelines Section 5.11, in addition to the notice requirements specified in Local Guidelines Sections 7.25 and 7.26, Notice of Availability of the Draft EIR shall be given by direct mailing or any other method calculated to provide delivery of the notice to the owners and occupants of property within one-fourth mile of any parcel or parcels on which the project is located.

(Reference: Pub. Resources Code, § 21092(c).)

## 7.28 TIME FOR REVIEW OF DRAFT EIR; FAILURE TO COMMENT.

A period of between thirty (30) and sixty (60) days from the filing of the Notice of Completion of the Draft EIR shall be allowed for review of and comment on the Draft EIR, except in unusual situations.

If the Draft EIR is for a proposed project where a state agency is the lead agency, a responsible agency, or a trustee agency; a state agency otherwise has jurisdiction by law with respect to the project; or the proposed project is of sufficient statewide, regional, or area-wide significance as determined pursuant to State CEQA Guidelines section 15206, the review period shall be at least forty-five (45) days (unless a shorter period is approved as set forth below), and the lead agency shall provide the document in an electronic form, as required by the Office of Planning and Research, to the State Clearinghouse for review and comment by state agencies.

For purposes of calculating the length of the public review period, the last day of the public review period cannot fall on a weekend, a legal holiday, or other day on which the lead agency's offices are closed.<sup>2</sup> (Reference: *Rominger v. County of Colusa* (2014) 229 Cal.App.4th 690, 708.)

If a state agency is a Responsible Agency, or if the Draft EIR is submitted to the State Clearinghouse for review and comment by state agencies, the public review period shall be at least as long as the review period established by the State Clearinghouse. The public review period and the state agency review period may, but are not required to, begin and end at the same time. The state agency review period begins (day one) on the date that the State Clearinghouse distributes the Draft EIR to state agencies. The State Clearinghouse is required to distribute the Draft EIR to state agencies within three (3) working days from the date the State Clearinghouse receives the document, as long as the Draft EIR is complete when submitted to the State Clearinghouse. If the document submitted to the State Clearinghouse is not complete, the State Clearinghouse must notify the Lead Agency. The review period for the public and all other agencies may run concurrently with the state agency review period established by the State Clearinghouse.

Under certain circumstances, a shorter review period of the Draft EIR by the State Clearinghouse can be requested by the City; however, a shortened review period shall not be less than thirty (30) days for a Draft EIR. Any request for a shortened review period must be made in writing by the City to OPR. The City may designate a person to make these requests. The City must contact all Responsible and Trustee agencies and obtain their agreement prior to obtaining a shortened review period. (See the Shortened Review Request Form "P.")

A shortened review period is not available for any proposed project of statewide, regional or area-wide environmental significance as determined pursuant to State CEQA Guidelines

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<sup>2</sup> A public agency's "offices are closed" for purposes of this section on days in which the agency is formally closed for business (for example, due to a weekend, a legal holiday, or a formal furlough affecting the entire office). A public agency's office is not considered closed for purposes of this section where the agency's office may be physically closed, but the agency is nonetheless open for business and is operating remotely or virtually (for example, in response to the Covid-19 pandemic).

section 15206. Any approval of a shortened review period shall be given prior to, and reflected in, the public notices.

In the event a public agency, group, or person whose comments on a Draft EIR are solicited fails to comment within the required time period, it shall be presumed that such agency, group, or person has no comment to make, unless the Lead Agency has received a written request for a specific extension of time for review and comment and a statement of reasons for the request.

Continued planning activities concerning the proposed project, short of formal approval, may continue during the period set aside for review and comment on the Draft EIR.

(Reference: Pub. Resources Code, § 21091; State CEQA Guidelines, §§ 15203, 15205(d).)

### **7.29 PUBLIC HEARING ON DRAFT EIR.**

CEQA does not require formal public hearings for certification of an EIR; public comments may be restricted to written communications. (However, a hearing is required to utilize the limited exemption for Transit Priority Projects as explained in Local Guidelines Section 3.15; to adopt a bicycle transportation plan as explained in Local Guidelines Section 3.18; and for certain other actions involving the replacement or deletion of mitigation measures under State CEQA Guidelines section 15074.1.) However, if the City provides a public hearing on its consideration of a project, the City should include the project's environmental review documents as one of the subjects of the hearing. Notice of the time and place of the hearing shall be given in a timely manner in accordance with any legal requirements applicable to the proposed project. Generally, the requirements of the Ralph M. Brown Act will provide the minimum requirements for the inclusion of CEQA matters on agendas and at hearings. (Gov. Code, § 54950 et seq.) At a minimum, agendas for meetings and hearings before commissions, boards, councils, and other agencies must be posted in a location that is freely accessible to members of the public at least seventy-two (72) hours prior to a regular meeting. The agenda must contain a brief general description of each item to be discussed and the time and location of the meeting. (Gov. Code, § 54954.2.) Additionally, any legislative body or its presiding officer must post an agenda for each regular or special meeting on the local agency's Internet Web site, if the local agency has one.

(Reference: State CEQA Guidelines, § 15202.)

### **7.30 RESPONSE TO COMMENTS ON DRAFT EIR.**

The Lead Agency shall evaluate any comments on environmental issues received during the public review period for the Draft EIR and shall prepare a written response to those comments that raise significant environmental issues.

As stated below, the City, as Lead Agency, should also consider evaluating and responding to any comments received after the public review period. The written responses shall describe the disposition of any significant environmental issues that are raised in the comments. The responses may take the form of a revision of the Draft EIR, an attachment to the Draft EIR, or some other oral or written response that is adequate under the circumstances. If the City's

position is at variance with specific recommendations or suggestions raised in the comment, the City's response must detail the reasons why such recommendations or suggestions were not accepted. The level of detail contained in the response, however, may correspond to the level of detail provided in the comment (i.e., responses to general comments may be general). A general response may be appropriate when a comment does not contain or specifically refer to readily available information, or does not explain the relevance of evidence submitted with the comment.

Moreover, the City shall respond to any specific suggestions for project alternatives or mitigation measures for significant impacts, unless such alternatives or mitigation measures are facially infeasible. The response shall contain recommendations, when appropriate, to alter the project as described in the Draft EIR as a result of an analysis of the comments received.

At least ten (10) days prior to certifying a Final EIR, the Lead Agency shall provide its proposed written response, either in printed copy or in an electronic format, to any public agency that has made comments on the Draft EIR during the public review period. The City, as Lead Agency, is not required to respond to comments received after the public review period. However, the City, as Lead Agency, should consider responding to all comments if it will not delay action on the Final EIR, since any comment received before final action on the EIR can form the basis of a legal challenge. A written response that addresses the comment or adequately explains the City's action in light of the comment may assist in defending against a legal challenge.

(Reference: State CEQA Guidelines, § 15088.)

### **7.31 PREPARATION AND CONTENTS OF FINAL EIR.**

Following the receipt of any comments on the Draft EIR as required herein, such comments shall be evaluated by Staff and a Final EIR shall be prepared.

The Final EIR shall meet all requirements of Local Guidelines Section 7.18 and shall consist of the Draft EIR or a revision of the Draft, a section containing either verbatim or in summary the comments and recommendations received through the review and consultation process, a list of persons, organizations and public agencies commenting on the Draft, and a section containing the responses of the City to the significant environmental points raised in the review and consultation process.

(Reference: State CEQA Guidelines, §§ 15089, 15132.)

### **7.32 RECIRCULATION WHEN NEW INFORMATION IS ADDED TO EIR.**

When significant new information is added to the EIR after notice and consultation but before certification, the Lead Agency must recirculate the Draft EIR for another public review period. The term "information" can include changes in the project or environmental setting as well as additional data or other information.

New information is significant only when the EIR is changed in a way that would deprive the public of a meaningful opportunity to comment upon a substantial adverse environmental

effect of a project or a feasible way to mitigate or avoid such an effect, including a feasible project alternative, that the project proponents decline to implement. Recirculation is required, for example, when:

- (1) New information added to an EIR discloses:
  - (a) A new significant environmental impact resulting from the project or from a new mitigation measure proposed to be implemented; or
  - (b) A significant increase in the severity of an environmental impact (unless mitigation measures are also adopted that reduce the impact to a level of insignificance); or
  - (c) A feasible project alternative or mitigation measure that clearly would lessen the significant environmental impacts of the project, but which the project proponents decline to adopt; or
- (2) The Draft EIR is so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Recirculation is not required when the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR. If the revision is limited to a few chapters or portions of the EIR, the City as Lead Agency need only recirculate the chapters or portions that have been modified. A decision to not recirculate an EIR must be supported by substantial evidence in the record.

When the City determines to recirculate a Draft EIR, it shall give Notice of Recirculation (Form “M”) to every agency, person, or organization that commented on the prior Draft EIR. The Notice of Recirculation must indicate whether new comments must be submitted and whether the City has exercised its discretion to require reviewers to limit their comments to the revised chapters or portions of the recirculated EIR. The City shall also consult again with those persons contacted pursuant to Local Guidelines Section 7.25 before certifying the EIR. When the EIR is substantially revised and the entire EIR is recirculated, the City may require that reviewers submit new comments and need not respond to those comments received during the earlier circulation period. In those cases, the City should advise reviewers that, although their previous comments remain part of the administrative record, the final EIR will not provide a written response to those comments, and new comments on the revised EIR must be submitted. The City need only respond to those comments submitted in response to the revised EIR.

When the EIR is revised only in part and the City is recirculating only the revised chapters or portions of the EIR, the City may request that reviewers limit their comments to the revised chapters or portions. The City need only respond to: (1) comments received during the initial circulation period that relate to chapters or portions of the document that were not revised and recirculated, and (2) comments received during the recirculation period that relate to the chapters or portions of the earlier EIR that were revised and recirculated.

When recirculating a revised EIR, either in whole or in part, the City must, in the revised EIR or by an attachment to the revised EIR, summarize the revisions made to the previously circulated draft EIR.

(Reference: State CEQA Guidelines, § 15088.5.)

### **7.33 CERTIFICATION OF FINAL EIR.**

Following the preparation of the Final EIR, Staff shall review the Final EIR and make a recommendation to the decision-making body regarding whether the Final EIR has been completed in compliance with CEQA, the State CEQA Guidelines and the City's Local Guidelines. The Final EIR and Staff recommendation shall then be presented to the decision-making body. The decision-making body shall independently review and consider the information contained in the Final EIR and determine whether the Final EIR reflects its independent judgment. Before it approves the project, the decision-making body must certify and find that: (1) the Final EIR has been completed in compliance with CEQA, the State CEQA Guidelines and the City's Local Guidelines; (2) the Final EIR was presented to the decision-making body and the decision-making body reviewed and considered the information contained in the Final EIR before approving the project; and (3) the Final EIR reflects the City's independent judgment and analysis.

Except in those cases in which the City Council is the final decision-making body for the project, any interested person may appeal the certification or denial of certification of a Final EIR to the City Council. Appeals must follow the procedures prescribed by the City.

(Reference: State CEQA Guidelines, § 15090.)

### **7.34 CONSIDERATION OF EIR BEFORE APPROVAL OR DISAPPROVAL OF PROJECT.**

Once the decision-making body has certified the EIR, it may then proceed to consider the proposed project for purposes of approval or disapproval.

(Reference: State CEQA Guidelines, § 15092.)

### **7.35 FINDINGS.**

The decision-making body shall not approve or carry out a project if a completed EIR identifies one or more significant environmental effects of the project unless it makes one or more of the following written findings for each such significant effect, accompanied by a brief explanation of the rationale supporting each finding. For impacts that have been identified as potentially significant, the possible findings are:

- (a) Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment as identified in the Final EIR, such that the impact has been reduced to a less-than-significant level;
- (b) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the City. Such changes have been, or can and should be, adopted by that other agency; or
- (c) Specific economic, legal, social, technological or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the Final EIR. The



decision-making body must make specific written findings stating why it has rejected an alternative to the project as infeasible.

The findings required by this Section shall be supported by substantial evidence in the record. Measures identified and relied on to mitigate environmental impacts identified in the EIR to below a level of significance should be expressly adopted or rejected in the findings. The findings should include a description of the specific reasons for rejecting any mitigation measures or project alternatives identified in the EIR that would reduce the significant impacts of the project. Any mitigation measures that are adopted must be fully enforceable through permit conditions, agreements, or other measures.

If any of the proposed alternatives could avoid or lessen an adverse impact for which no mitigation measures are proposed, the City shall analyze the feasibility of such alternative(s). If the project is to be approved without including such alternative(s), the City shall find that specific economic, legal, social, technological or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the Final EIR and shall list such considerations before such approval.

The decision-making body shall not approve or carry out a project as proposed unless: (1) the project as approved will not have a significant effect on the environment; or (2) the project's significant environmental effects have been eliminated or substantially lessened (as determined through one or more of the findings indicated above), and any remaining unavoidable significant effects have been found acceptable because of facts and circumstances described in a Statement of Overriding Considerations (see Local Guidelines Section 7.37). Statements in the Draft EIR or comments on the Draft EIR are not determinative of whether the project will have significant effects.

When making the findings required by this Section, the City as Lead Agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which it based its decision.

(Reference: State CEQA Guidelines, § 15091.)

### **7.36 SPECIAL FINDINGS REQUIRED FOR FACILITIES THAT MAY EMIT HAZARDOUS AIR EMISSIONS NEAR SCHOOLS.**

Special procedural rules apply to projects involving the construction or alteration of a facility within one-quarter mile of a school when: (1) the facility might reasonably be anticipated to emit hazardous air emissions or to handle an extremely hazardous substance or a mixture containing extremely hazardous substances in a quantity equal to or greater than the threshold specified in Health and Safety Code section 25532(j); and (2) the emissions or substances may pose a health or safety hazard to persons who would attend or would be employed at the school. If the project meets both of those criteria, the Lead Agency may not certify an EIR or approve a Negative Declaration or Mitigated Negative Declaration unless it makes a finding that:

- (a) The Lead Agency consulted with the affected school district or districts having jurisdiction over the school regarding the potential impact of the project on the school; and
- (b) The school district was given written notification of the project not less than thirty (30) days prior to the proposed certification of the EIR or approval of the Negative Declaration or Mitigated Negative Declaration.

Implementation of this Local Guideline shall be consistent with the definitions and terms utilized in State CEQA Guidelines section 15186.

Additionally, in its role as a Responsible Agency, the City should be aware that for projects involving the acquisition of a school site or the construction of a secondary or elementary school by a school district, the Negative Declaration, Mitigated Negative Declaration, or EIR prepared for the project may not be adopted or certified unless there is sufficient information in the entire record to determine whether any boundary of the school site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor.

If it is determined that the project involves the acquisition of a school site that is within 500 feet of the edge of the closest traffic lane of a freeway, or other busy traffic corridor, the Negative Declaration, Mitigated Negative Declaration, or EIR may not be adopted or certified unless the school board determines, through a health risk assessment pursuant to Section 44360(b)(2) of the Health and Safety Code and after considering any potential mitigation measures, that the air quality at the proposed project site does not present a significant health risk to pupils.

(Reference: State CEQA Guidelines, § 15186.)

### **7.37 STATEMENT OF OVERRIDING CONSIDERATIONS.**

Before a project that has unmitigated significant adverse environmental effects can be approved, the decision-making body must adopt a Statement of Overriding Considerations. If the decision-making body finds in the Statement of Overriding Considerations that specific benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”

Accordingly, the Statement of Overriding Considerations allows the decision-making body to approve a project despite one or more unmitigated significant environmental impacts identified in the Final EIR. A Statement of Overriding Considerations can be made only if feasible project alternatives or mitigation measures do not exist to reduce the environmental impact(s) to a level of insignificance and the benefits of the project outweigh the adverse environmental effect(s). The feasibility of project alternatives or mitigation measures is determined by whether the project alternative or mitigation measure can be accomplished within a reasonable period of time, taking into account economic, environmental, social, legal and technological factors.

Project benefits that are appropriate to consider in the Statement of Overriding Considerations include the economic, legal, environmental, technological and social value of the project. The City may also consider region-wide or statewide environmental benefits.

Substantial evidence in the entire record must justify the decision-making body's findings and its use of the Statement of Overriding Considerations. If the decision-making body makes a Statement of Overriding Considerations, the Statement must be included in the record of the project approval and it should be referenced in the Notice of Determination.

(Reference: State CEQA Guidelines, § 15093.)

### **7.38 MITIGATION MONITORING OR REPORTING PROGRAM FOR EIR.**

When making findings regarding an EIR, the City must do all of the following:

- (a) Adopt a reporting or monitoring program to assure that mitigation measures that are required to mitigate or avoid significant effects on the environment will be implemented by the project proponent or other responsible party in a timely manner, in accordance with conditions of project approval;
- (b) Make sure all conditions and mitigation measures are feasible and fully enforceable through permit conditions, agreements, or other measures. Such permit conditions, agreements, and measures must be consistent with applicable constitutional requirements such as the “nexus” and “rough proportionality” standards established by case law; and
- (c) Specify the location and the custodian of the documents which constitute the record of proceedings upon which the City based its decision in the resolution certifying the EIR.

There is no requirement that the reporting or monitoring program be circulated for public review; however, the City may choose to circulate it for public comments along with the Draft EIR. Any mitigation measures required to mitigate or avoid significant effects on the environment shall be adopted and made fully enforceable, such as by being imposed as conditions of project approval.

The adequacy of a mitigation monitoring program is determined by the “rule of reason.” This means that a mitigation monitoring program does not need to provide every imaginable measure. It needs only to provide measures that are reasonably feasible and that are necessary to avoid significant impacts or to reduce the severity of impacts to a less-than-significant level.

The mitigation monitoring or reporting program shall be designed to assure compliance with the mitigation measures during the implementation and construction of the project. If a Responsible Agency or Trustee Agency has required that certain conditions be incorporated into the project, the City may request that agency to prepare and submit a proposed reporting or monitoring program. The City shall also require that, prior to the close of the public review period for a Draft EIR, the Responsible or Trustee Agency submit detailed performance objectives for mitigation measures, or refer the City to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to the City by a Responsible or Trustee Agency shall be limited to measures that mitigate impacts to resources that are within the Responsible or Trustee Agency's authority.

When a project is of statewide, regional, or area-wide significance, any transportation information resulting from the reporting or monitoring program required to be adopted by the City shall be submitted to the regional transportation planning agency where the project is located and to the Department of Transportation. The transportation planning agency and the

Department of Transportation are required by law to adopt guidelines for the submittal of these reporting or monitoring programs, so the City may wish to tailor its submittal to such guidelines.

Local agencies have the authority to levy fees sufficient to pay for this program. Therefore, the City may impose a program to charge project proponents fees to cover actual costs of program processing and implementation.

The City may delegate reporting or monitoring responsibilities to an agency or to a private entity that accepts the delegation; however, until mitigation measures have been completed, the City remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.

The City may choose whether its program will monitor mitigation, report on mitigation, or both. “Reporting” is defined as a written compliance review that is presented to the Board or an authorized staff person. A report may be required at various stages during project implementation or upon completion of the mitigation measure. Reporting is suited to projects that have readily measurable or quantitative mitigation measures or that already involve regular review. “Monitoring” is generally an ongoing or periodic process of project oversight. Monitoring is suited to projects with complex mitigation measures that may exceed the expertise of the City to oversee, are expected to be implemented over a period of time, or require careful implementation to assure compliance.

At its discretion, the City may adopt standardized policies and requirements to guide individually adopted programs.

Standardized policies or requirements for monitoring and reporting may describe, but are not limited to:

- (a) The relative responsibilities of various departments within the City for various aspects of the program;
- (b) The responsibilities of the project proponent;
- (c) Guidelines adopted by the City to govern preparation of programs;
- (d) General standards for determining project compliance with the mitigation measures and related conditions of approval;
- (e) Enforcement procedures for noncompliance, including provisions for administrative appeal; and/or
- (f) A process for informing the Board and staff of the relative success of mitigation measures and using those results to improve future mitigation measures.

When a project is of statewide, regional, or area-wide importance, any transportation information generated by a mitigation monitoring or reporting program must be submitted to the transportation planning agency in the region where the project is located, as well as to the Department of Transportation.

(Reference: State CEQA Guidelines, § 15097.)

### **7.39 NOTICE OF DETERMINATION.**

After approval of a project for which the City is the Lead Agency, Staff shall cause a Notice of Determination (Form “F”) to be prepared, filed, and posted. The Notice of Determination shall include the following information:

- (a) An identification of the project, including its common name, where possible, and its location. If the notice of determination is filed with the State Clearinghouse, the State Clearinghouse identification number for the draft EIR shall be provided.
- (b) A brief description of the project;
- (c) The City’s name and the applicant’s name (if any). If different from the applicant, the Notice of Determination shall further provide, if applicable, the identity of the person undertaking the project that is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies, or the identity of the person receiving a lease, permit, license, certificate, or other entitlement for use from one or more public agencies.
- (d) The date when the City approved the project;
- (e) Whether the project in its approved form with mitigation will have a significant effect on the environment;
- (f) A statement that an EIR was prepared and certified pursuant to the provisions of CEQA;
- (g) Whether mitigation measures were made a condition of the approval of the project, and whether a mitigation monitoring plan/program was adopted;
- (h) Whether findings were made and/or whether a Statement of Overriding Considerations was adopted for the project; and
- (i) The address where a copy of the EIR (with comments and responses) and the record of project approval may be examined by the general public.

The Notice of Determination shall be filed with the Clerk of each county in which the project will be located within five (5) working days of project approval. (To determine the fees that must be paid with the filing of the Notice of Determination, see Local Guidelines Section 7.42 and the Staff Summary of the CEQA Process.) The County Clerk is required to post the Notice of Determination within twenty-four (24) hours of receipt. The Notice must be posted in the office of the Clerk for a minimum of thirty (30) days. Thereafter, the Clerk shall return the notice to the City with a notation of the period it was posted. The City shall retain the notice for not less than twelve (12) months.

Simultaneously with the filing of the Notice of Determination with the Clerk, Staff shall cause a copy of such Notice to be posted at City Offices. If the project requires discretionary approval from a state agency, the Notice of Determination shall also be filed electronically with the Office of Planning and Research within five (5) working days of project approval, along with proof that the City has paid the County Clerk the DFW fee or a completed form from DFW documenting DFW’s determination that the project will have no effect on fish and wildlife. (If the City submits the Notice of Determination in person, the City may bring an extra copy to be date stamped by OPR.)

When a request is made for a copy of the Notice of Determination prior to the date on which the City approves the project, the copy must be mailed, first class postage prepaid, within

five (5) days of the City's approval. If such a request is made following the City's approval of the project, then the copy should be mailed in the same manner as soon as possible. The recipients of such documents may be charged a fee reasonably related to the cost of providing the service.

The City, when acting as lead agency, must post its Notice of Determination for a project on its website, if any.

For projects with more than one phase, Staff shall file a Notice of Determination for each phase requiring a discretionary approval. The filing and posting of a Notice of Determination with the Clerk, and, if necessary, with OPR, usually starts a thirty (30) day statute of limitations on court challenges to the approval under CEQA. When separate notices are filed for successive phases of the same overall project, the thirty (30) day statute of limitation to challenge the subsequent phase begins to run when the second notice is filed. Failure to file the Notice may result in a one hundred eighty (180) day statute of limitations.

(Reference: Pub. Resources Code, §§ 21092.2, 21108; State CEQA Guidelines, § 15094.)

#### **7.40 DISPOSITION OF A FINAL EIR.**

The City shall file a copy of the Final EIR with the appropriate planning agency of any city or county where significant effects on the environment may occur. The City shall also retain one or more copies of the Final EIR as a public record for a reasonable period of time. Finally, for private projects, the City may require that the project applicant provide a copy of the certified Final EIR to each Responsible Agency.

(Reference: State CEQA Guidelines, § 15095.)

#### **7.41 PRIVATE PROJECT COSTS.**

For private projects, the person or entity proposing to carry out the project shall be charged a reasonable fee to recover the estimated costs incurred by the City in preparing, circulating, and filing the Draft and Final EIRs, as well as all publication costs incident thereto.

#### **7.42 FILING FEES FOR PROJECTS THAT AFFECT WILDLIFE RESOURCES.**

At the time a Notice of Determination for an EIR is filed with the County or Counties in which the project is located, a fee of \$3,539.25, or the then applicable fee, shall be paid to the Clerk for projects that will adversely affect fish or wildlife resources. These fees are collected by the Clerk on behalf of DFW.

Only one filing fee is required for each project unless the project is tiered or phased and separate environmental documents are prepared. For projects where Responsible Agencies file separate Notices of Determination, only the Lead Agency is required to pay the fee.

Note: County Clerks are authorized to charge a documentary handling fee for each project in addition to the Fish and Wildlife fees specified above. Refer to the Index in the Staff Summary to help determine the correct total amount of fees applicable to the project.

For private projects, the City should pass these costs on to the project applicant.

No fees are required for projects with “no effect” on fish or wildlife resources or for certain projects undertaken by the DFW and implemented through a contract with a non-profit entity or local government agency. (See Local Guidelines Section 6.24 for more information regarding a “no effect” determination.)

## **8. TYPES OF EIRS**

### **8.01 EIRS GENERALLY.**

This chapter describes a number of examples of various EIRs tailored to different situations. All of these types of EIRs must meet the applicable requirements of Chapter 7 of these Local Guidelines.

### **8.02 TIERING.**

#### **(a) Tiering Generally.**

“Tiering” refers to using the analysis of general matters contained in a previously certified broader EIR in later EIRs, Negative Declarations, or Mitigated Negative Declarations prepared for narrower projects. The later EIR, Negative Declaration, or Mitigated Negative Declaration may incorporate by reference the general discussions from the broader EIR and may concentrate solely on the issues specific to the later project.

An Initial Study shall be prepared for the later project and used to determine whether a previously certified EIR may be used and whether new significant effects should be examined. Tiering does not excuse the City from adequately analyzing reasonably foreseeable significant environmental effects of a project, nor does it justify deferring analysis to a later tier EIR, Negative Declaration, or Mitigated Negative Declaration. However, the level of detail contained in a first-tier EIR need not be greater than that of the program, plan, policy, or ordinance being analyzed. When the City is using the tiering process in connection with an EIR for a large-scale planning approval, such as a general plan or component thereof (e.g., an area plan, specific plan or community plan), the development of detailed, site-specific information may not be feasible. Such site-specific information can be deferred, in many instances, until such time as the Lead Agency prepares a future environmental document in connection with a project of a more limited geographical scale, as long as deferral does not prevent adequate identification of significant effects of the planning approval at hand.

#### **(b) Identifying New Significant Impacts.**

When assessing whether there is a new significant cumulative effect for purposes of a subsequent tier environmental document, the Lead Agency shall consider whether the incremental effects of the project would be considerable when viewed in the context of past, present, and probable future projects.

A Lead Agency may use only a valid CEQA document as a first-tier document. Accordingly, the City, in its role as Lead Agency, should carefully review the first-tier environmental document to determine whether or not the statute of limitations for challenging the document has run. If the statute of limitations has not expired, the City should use the first-tier document with caution and pay careful attention to the legal status of the document. If the first-tier document is subsequently invalidated, any later environmental document may also be defective.



(c) Infill Projects and Tiering.

Certain “infill” projects may tier off of a previously certified EIR. An “infill” project is defined as a project with residential, retail, and/or commercial uses, a transit station, a school, or a public office building. It must be located in an urban area on a previously developed site or on an undeveloped site that is surrounded by developed uses. The project must be either consistent with land use planning strategies that achieve greenhouse gas (“GHG”) emission reduction targets, feature a small walkable community project, or where a sustainable communities or alternative planning strategy has not yet been adopted for the area, include a residential density of at least 20 units per acre or a floor area ratio of at least 0.75. The project must also meet a number of standards related to energy efficiency that are not yet defined but which SB 226 directs the Office of Planning and Research to prepare.

If an EIR was certified for a planning level decision by a city or county (such as a General Plan or Specific Plan), the scope of the CEQA review for a later “infill” project can be limited to those effects on the environment that: 1) are specific to the project or to the project site and were not addressed as significant effects in the prior EIR; or 2) substantial new information shows will be more significant than described in the prior EIR.

When a project meets the definition of “infill” and either of the above conditions exist but a Mitigated Negative Declaration cannot be adopted, then the subsequent EIR for such a project need not consider alternative locations, densities, and building intensities or growth-inducing impacts.

(d) Statement of Overriding Considerations.

A Lead Agency may also tier off of a previously prepared Statement of Overriding Considerations if certain conditions are met. (See Local Guidelines Section 7.37.)

(Reference: State CEQA Guidelines, § 15152.)

### **8.03 PROJECT EIR.**

The most common type of EIR examines the environmental impacts of a specific development project and focuses primarily on the changes in the environment that would result from the development project. This type of EIR must examine all phases of the project, including planning, construction, and operation.

If the EIR for a redevelopment plan is a Project EIR, all public and private activities or undertakings pursuant to or in furtherance of the Redevelopment Plan shall constitute a single project, which shall be deemed approved at the time of the adoption of the Redevelopment Plan. Although the City will probably not act as a Lead Agency for a Redevelopment Plan, the City may act as a Responsible Agency.

(Reference: State CEQA Guidelines, §§ 15161, 15180.)

#### **8.04 SUBSEQUENT EIR.**

A Subsequent EIR is required when a previous EIR has been prepared and certified, or a Negative Declaration or Mitigated Negative Declaration has been adopted, for a project and at least one of the three following situations occur:

- (a) Substantial changes are proposed in the project which will require major revisions of a previous EIR due to the identification of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (b) Substantial changes occur with respect to the circumstances under which the project is to be undertaken which will require major revisions of a previous EIR due to the identification of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (c) New information, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration/Mitigated Negative Declaration was adopted, becomes available and shows any of the following:
  - (1) the project will have one or more significant effects not discussed in a previous EIR, Negative Declaration, or Mitigated Negative Declaration;
  - (2) significant effects previously examined will be substantially more severe than shown in a previous EIR;
  - (3) mitigation measures or alternatives previously found not to be feasible are in fact feasible and would substantially reduce one or more significant effects, but the project proponent declines to adopt the mitigation measures or alternatives; or
  - (4) mitigation measures or alternatives which were not considered in a previous EIR would substantially lessen one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

A Subsequent EIR must receive the same circulation and review as the previous EIR received. As a potential tool to determine whether a Subsequent EIR is required, see Form J-1 of these Local Guidelines.

In instances where the City is evaluating a modification or revision to an existing use permit, the City may consider only those environmental impacts related to the changes between what was allowed under the old permit and what is requested under the new permit. Only if these differential impacts fall within the categories described above may the City require additional environmental review.

When the City is considering approval of a development project that is consistent with a general plan for which an EIR was completed, another EIR is required only if the project causes environmental effects peculiar to the parcel which were not addressed in the prior EIR or substantial new information shows the effects peculiar to the parcel will be more significant than described in the prior EIR. (Reference: State CEQA Guidelines, § 15162.)

### **8.05 SUPPLEMENTAL EIR.**

The City may choose to prepare a Supplemental EIR, rather than a Subsequent EIR, if any of the conditions described in Local Guidelines Section 8.04 have occurred but only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation. To assist the City in making this determination, the decision-making body should request an Initial Study and/or a recommendation by Staff. The Supplemental EIR need contain only the information necessary to make the previous EIR adequate for the project as revised.

A Supplemental EIR shall be given the same kind of notice and public review as is given to a Draft EIR but may be circulated by itself without recirculating the previous EIR.

When the decision-making body decides whether to approve the project, it shall consider the previous EIR as revised by the Supplemental EIR. Findings shall be made for each significant effect identified in the Supplemental EIR.

(Reference: State CEQA Guidelines, § 15163.)

### **8.06 ADDENDUM TO AN EIR.**

The City shall prepare an Addendum to a previously certified EIR, rather than a Subsequent or Supplemental EIR, only if changes or additions to the EIR are necessary, but none of the conditions described in Local Guidelines Section 8.04 or 8.05 calling for preparation of a Subsequent or Supplemental EIR have occurred. Since significant effects on the environment were addressed by findings in the original EIR, no new findings are required in the Addendum.

An Addendum to an EIR need not be circulated for public review but should be included in or attached to the Final EIR. The decision-making body shall consider the Addendum with the Final EIR prior to making a decision on a project. A brief explanation of the decision not to prepare a Subsequent EIR or a Supplemental EIR should be included in the Addendum, the Lead Agency's findings on the project, or elsewhere in the record. This explanation must be supported by substantial evidence.

(Reference: State CEQA Guidelines, § 15164.)

### **8.07 STAGED EIR.**

When a large capital project will require a number of discretionary approvals from governmental agencies and one of the approvals will occur more than two years before construction will begin, a Staged EIR may be prepared. The Staged EIR covers the entire project in a general form or manner. A Staged EIR should evaluate a proposal in light of current and contemplated plans and produce an informed estimate of the environmental consequences of an entire project. The particular aspect of the project before the City for approval shall be discussed with a greater degree of specificity.

When a Staged EIR has been prepared, a Supplemental EIR shall be prepared when a later approval is required for the project and the information available at the time of the later

approval would permit consideration of additional environmental impacts, mitigation measures, or reasonable alternatives to the project.

(Reference: State CEQA Guidelines, § 15167.)

## **8.08 PROGRAM EIR.**

A Program EIR is an EIR that may be prepared on an integrated series of actions that are related either:

- (a) Geographically;
- (b) As logical parts in a chain of contemplated actions;
- (c) In connection with the issuance of rules, regulations, plans or other general criteria to govern the conduct of a continuing program; or
- (d) As individual projects carried out under the same authorizing statutory or regulatory authority and having generally similar environmental effects that can be mitigated in similar ways.

An advantage of using a Program EIR is that it can “[a]llow the Lead Agency to consider broad policy alternatives and program wide mitigation measures at an early time when the agency has greater flexibility to deal with basic problems or cumulative impacts.” (State CEQA Guidelines section 15168(b)(4).) A Program EIR is distinct from a Project EIR, as a Project EIR is prepared for a specific project and must examine in detail site-specific considerations. Program EIRs are commonly used in conjunction with the process of tiering.

Tiering is the coverage of general matters in broader EIRs (such as on general plans or policy statements) with subsequent narrower EIRs. (State CEQA Guidelines section 15385; see also Local Guidelines Sections 8.02 and 11.73.) Tiering is proper “when it helps a public agency to focus upon the issues ripe for decision at each level of environmental review and in order to exclude duplicative analysis of environmental effects examined in previous environmental impact reports.” (Pub. Res. Code, § 21093(a).) For example, the California Supreme Court has ruled that “CEQA does not mandate that a first-tier program EIR identify with certainty particular sources of water for second-tier projects that will be further analyzed before implementation during later stages of the program. Rather, identification of specific sources is required only at the second-tier stage when specific projects are considered.” (*In re Bay-Delta etc.* (2008) 43 Cal. 4th 1143.)

Subsequent activities in the program must be examined in light of the Program EIR to determine whether additional environmental documents must be prepared. Additional environmental review documents must be prepared if the proposed later project may arguably cause significant adverse effects on the environment.

(Reference: State CEQA Guidelines, § 15168.)

## **8.09 USE OF A PROGRAM EIR WITH SUBSEQUENT EIRS AND NEGATIVE DECLARATIONS.**

A Program EIR can be used to simplify the task of preparing environmental documents on later activities in the program. The Program EIR can:

- (a) Provide the basis for an Initial Study to determine whether the later activity may have any significant effects;
- (b) Be incorporated by reference to deal with regional influences, secondary effects, cumulative impacts, broad alternatives and other factors that apply to the program as a whole; or
- (c) Focus an EIR on a later activity to permit discussion solely of new effects which had not been considered before.

If a Program EIR is prepared for a redevelopment plan, subsequent activities in the redevelopment program will be subject to review if they would have effects that were not examined in the Program EIR. Where the later activities involve site-specific operations, the City should use a written checklist or similar device to document the evaluation of the site and the proposed activity to determine whether the environmental effects of the operation were within the scope of the Program EIR. If a later activity would have effects that were not examined in the Program EIR, a new Initial Study would need to be prepared leading to an EIR, Negative Declaration, or Mitigated Negative Declaration. That later analysis may tier from the Program EIR as provided in State CEQA Guidelines section 15152.

If the City finds that no Subsequent EIR would be required, the City can approve the activity as being within the scope of the project covered by the Program EIR, and no new environmental document is required. (See Local Guidelines Section 8.04.) Whether a later activity is within the scope of a Program EIR is a factual question that the Lead Agency determines based on substantial evidence in the record. Factors that the Lead Agency may consider in making that determination include, but are not limited to, consistency of the later activity with the type of allowable land use, overall planned density and building intensity, geographic area analyzed for environmental impacts, and covered infrastructure, as described in the Program EIR.

(Reference: State CEQA Guidelines, § 15168.)

#### **8.10 USE OF AN EIR FROM AN EARLIER PROJECT.**

A single EIR may be used to describe more than one project when the projects involve substantially identical environmental impacts. Any environmental impacts peculiar to one of the projects must be separately set forth and explained.

(Reference: State CEQA Guidelines, § 15165.)

#### **8.11 MASTER EIR.**

A Master EIR is an EIR which may be prepared for:

- (a) A general plan (including elements and amendments);
- (b) A specific plan;
- (c) A project consisting of smaller individual projects to be phased;
- (d) A regulation to be implemented by subsequent projects;
- (e) A project to be carried out pursuant to a development agreement;
- (f) A project pursuant to or furthering a redevelopment plan;

- (g) A state highway or mass transit project subject to multiple reviews or approvals; or
- (h) A regional transportation plan or congestion management plan.

A Master EIR must do both of the following:

- (a) Describe and present sufficient information about anticipated subsequent projects within its scope, including their size, location, intensity, and scheduling; and
- (b) Preliminarily describe potential impacts of anticipated subsequent projects for which insufficient information is available to support a full impact assessment.

The City and Responsible Agencies identified in the Master EIR may use the Master EIR to limit environmental review of subsequent projects. However, the Lead Agency for the subsequent project must prepare an Initial Study to determine whether the subsequent project and its significant environmental effects were included in the Master EIR. If the Lead Agency for the subsequent project finds that the subsequent project will have no additional significant environmental effect and that no new mitigation measures or alternatives may be required, it may prepare written findings to that effect without preparing a new environmental document. When the Lead Agency makes this finding, it must provide public notice of the availability of its proposed finding for public review and comment in the same manner as if it were providing public notice of the availability of a draft EIR. (See Sections 15177(d) and 15087 of the State CEQA Guidelines and Section 7.25 of these Local Guidelines.)

A previously certified Master EIR cannot be relied upon to limit review of a subsequent project if:

- (a) A project not identified in the certified Master EIR has been approved and that project may affect the adequacy of the Master EIR for the subsequent project now under consideration; or
- (b) The Master EIR was certified more than five (5) years before the filing of an application for the subsequent project, unless the City reviews the adequacy of the Master EIR and:
  - (1) Finds that, since the Master EIR was certified, no substantial changes have occurred that would cause the subsequent project to have significant environmental impacts, and there is no new information that the subsequent project would have significant environmental impacts; or
  - (2) Prepares an Initial Study and either certifies a Subsequent or Supplemental EIR or adopts a Mitigated Negative Declaration that addresses any substantial changes or new information that would cause the subsequent project to have potentially significant environmental impacts. The certified subsequent or supplemental EIR must either be incorporated into the previously certified Master EIR or the City must identify any deletions, additions or other modifications to the previously certified Master EIR in the new document. The City may include a section in the subsequent or supplemental EIR that identifies these changes to the previously certified Master EIR.

When the Lead Agency cannot find that the subsequent project will have no additional significant environmental effect and no new mitigation measures or alternatives will be required, it must prepare either a Mitigated Negative Declaration or an EIR for the subsequent project.

(Reference: State CEQA Guidelines, § 15175.)

## **8.12 FOCUSED EIR.**

A Focused EIR is an EIR for a subsequent project identified in a Master EIR. It may be used only if the City finds that the Master EIR's analysis of cumulative, growth-inducing, and irreversible significant environmental effects is adequate for the subsequent project. The Focused EIR must incorporate by reference the Master EIR.

The Focused EIR must analyze additional significant environmental effects not addressed in the Master EIR and any new mitigation measures or alternatives not included in the Master EIR. "Additional significant effects on the environment" means those project-specific effects on the environment that were not addressed as significant effects on the environment in the Master EIR.

The Focused EIR must also examine the following:

- (a) Significant effects discussed in the Master EIR for which substantial new information exists that shows those effects may be more significant than described in the Master EIR;
- (b) Those mitigation measures found to be infeasible in the Master EIR for which substantial new information exists that shows the effects may be more significant than described in the Master EIR; and
- (c) Those mitigation measures found to be infeasible in the Master EIR for which substantial new information exists that shows those measures may now be feasible.

The Focused EIR need not examine the following effects:

- (a) Those that were mitigated through Master EIR mitigation measures; or
- (b) Those that were examined in the Master EIR in sufficient detail to allow project-specific mitigation or for which mitigation was found to be the responsibility of another agency.

A Focused EIR may be prepared for a multifamily residential project not exceeding 100 units or a mixed use residential project not exceeding 100,000 square feet even though the project was not identified in a Master EIR, if the following conditions are met:

- (a) The project is consistent with a general plan, specific plan, community plan, or zoning ordinance for which an EIR was prepared within five (5) years of the Focused EIR's certification;
- (b) The project does not require the preparation of a Subsequent or Supplemental EIR; and
- (c) The parcel is surrounded by immediately contiguous urban development, was previously developed with urban uses, or is within one-half mile of a rail transit station.

A Focused EIR for these projects should be limited to potentially significant effects that are project-specific and/or which substantial new information shows will be more significant

than described in the Master EIR. No discussion shall be required of alternatives to the project, cumulative impacts of the project, or the growth-inducing impacts of the project.

(Reference: State CEQA Guidelines, § 15179.5.)

### **8.13 SPECIAL REQUIREMENTS FOR REDEVELOPMENT PROJECTS.**

An EIR for a redevelopment plan may be a Master EIR, Program EIR or Project EIR. An EIR for a redevelopment plan must specify whether it is a Master EIR, a Program EIR or a Project EIR. Normally, the City will not be a Lead Agency for a redevelopment plan. However, if the City is a Responsible Agency on such a project, the City should endeavor to ensure that the county and/or applicable city as the case may be, as Lead Agency, analyzes these impacts in accordance with CEQA.

If a Program EIR is prepared for a redevelopment plan, subsequent activities in the redevelopment program will be subject to review if they would have effects that were not examined in the Program EIR. The Lead Agency should use a written checklist or similar device to document the evaluation of the site and the proposed activity to determine whether the environmental effects of the operation were indeed covered in the Program EIR. If the Lead Agency finds that no new effects could occur, no new mitigation measures would be required or that State CEQA Guidelines sections 15162 and 15163 do not otherwise apply, the Lead Agency can approve the activity as being within the scope of the project covered by the Program EIR, and no new environmental document is required.

If the EIR for a redevelopment plan is a Project EIR, all public and private activities or undertakings pursuant to or in furtherance of the Redevelopment Plan shall constitute a single project, which shall be deemed approved at the time of the adoption of the Redevelopment Plan. Once certified, no subsequent EIRs will be needed unless required by State CEQA Guidelines sections 15162 or 15163. If a Master EIR is prepared for a redevelopment plan, subsequent projects will be subject to review if they would have effects that were not examined in the Master EIR. If no new effects could occur or no new mitigation measures would be required, the Lead Agency can approve the activity as being within the scope of the project covered by the Master EIR, and no new environmental document is required.

(Reference: State CEQA Guidelines, § 15180.)



## **9. AFFORDABLE HOUSING**

### **9.01 STREAMLINED, MINISTERIAL APPROVAL PROCESS FOR AFFORDABLE HOUSING PROJECTS**

The legislature has provided reforms and incentives to facilitate and expedite the approval and construction of affordable housing.

(a) An applicant may submit an application for a development that is subject to the streamlined, ministerial approval process and is not subject to a conditional use permit if the development satisfies all of the following objective planning standards:

(i) The development is a multifamily housing development that contains two or more residential units.

(ii) The development is located on a site that satisfies the following:

(A) A site that is a legal parcel or parcels located in a city if, and only if, the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel or parcels wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(B) A site in which at least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses. For the purposes of this section, parcels that are only separated by a street or highway shall be considered to be adjoined.

(C) A site that is zoned for residential use or residential mixed-use development, or has a general plan designation that allows residential use or a mix of residential and nonresidential uses, with at least two-thirds of the square footage of the development designated for residential use. Additional density, floor area, and units, and any other concession, incentive, or waiver of development standards granted pursuant to the Density Bonus Law in Government Code section 65915 shall be included in the square footage calculation. The square footage of the development shall not include underground space, such as basements or underground parking garages.

(iii) If the development contains units that are subsidized, the development proponent already has recorded, or is required by law to record, a land use restriction or covenant providing that any lower or moderate income housing units required pursuant to subparagraph B of Paragraph (iv) of this Subsection shall remain available at affordable housing costs or rent to persons and families of lower or moderate income for the following applicable minimum durations:

(A) Fifty-five years for units that are rented.

(B) Forty-five years for units that are owned.

(iv) The development satisfies subparagraphs (A) and (B) below:

(A) The development is located in a locality that the department has determined is subject to this subparagraph on the basis that the number of units that have been issued building permits, as shown on the most recent production report received by the department, is less than the locality's share of the regional housing needs, by income category, for that reporting period. A locality shall remain eligible under this subparagraph until the department's determination for the next reporting period. A locality shall be subject to this subparagraph if it has not submitted an annual housing element report to the department pursuant to paragraph (2) of subdivision (a) of Section 65400 for at least two consecutive years before the development submitted an application for approval under this section.

(B) The development is subject to a requirement mandating a minimum percentage of below market rate housing based on one of the following:

(1) The locality did not submit its latest production report to the department by the time period required by Government Code section 65400, or that production report reflects that there were fewer units of above moderate-income housing approved than were required for the regional housing needs assessment cycle for that reporting period. In addition, if the project contains more than 10 units of housing, the project does either of the following:

A. The project dedicates a minimum of 10 percent of the total number of units to housing affordable to households making at or below 80 percent of the area median income. However, if the locality has adopted a local ordinance that requires that greater than 10 percent of the units be dedicated to housing affordable to households making below 80 percent of the area median income, that local ordinance applies.

B. If the project is located within the San Francisco Bay area, the project, in lieu of complying with subclause (A), dedicates 20 percent of the total number of units to housing affordable to households making below 120 percent of the area median income with the average income of the units at or below 100 percent of the area median income. However, a local ordinance adopted by the locality applies if it requires greater than 20 percent of the units be dedicated to housing affordable to households making at or below 120 percent of the area median income, or requires that any of the units be dedicated at a level deeper than 120 percent. In order to comply with this subclause, the rent or sale price charged for units that are dedicated to housing affordable to households between 80 percent

and 120 percent of the area median income shall not exceed 30 percent of the gross income of the household. For purposes of this subclause, “San Francisco Bay area” means the entire area within the territorial boundaries of the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma, and the City and County of San Francisco.

(2) The locality did not submit its latest production report to the department by the time period required by Government Code section 65400, or that production report reflects that there were fewer units of housing affordable to households making at or below 80 percent of the area median income that were issued building permits than were required for the regional housing needs assessment cycle for that reporting period, and the project seeking approval dedicates 50 percent of the total number of units to housing affordable to households making at or below 80 percent of the area median income. However, if the locality has adopted a local ordinance that requires that greater than 50 percent of the units be dedicated to housing affordable to households making at or below 80 percent of the area median income, that ordinance applies.

(3) The locality did not submit its latest production report to the department by the time period required by Government Code section 65400, or if the production report reflects that there were fewer units of housing affordable to any income level described in clause (i) or (ii) that were issued building permits than were required for the regional housing needs assessment cycle for that reporting period, the project seeking approval may choose between utilizing clause (i) or (ii).

(C)(i) A development proponent that uses a unit of affordable housing to satisfy the requirements of subparagraph (B) may also satisfy any other local or state requirement for affordable housing, including local ordinances or the Density Bonus Law in Government Code section 65915, provided that the development proponent complies with the applicable requirements in the state or local law.

(C)(ii) A development proponent that uses a unit of affordable housing to satisfy any other state or local affordability requirement may also satisfy the requirements of subparagraph (B), provided that the development proponent complies with applicable requirements of subparagraph (B).

(C)(iii) A development proponent may satisfy the affordability requirements of subparagraph (B) with a unit that is restricted to households with incomes lower than the applicable income limits required in subparagraph (B).

(v) The development, excluding any additional density or any other concessions, incentives, or waivers of development standards granted pursuant to the Density Bonus Law in Government Code section 65915, is consistent with objective zoning standards and objective design review standards in effect at the time that the development is submitted to the local government pursuant to this section. For purposes of this paragraph, “objective zoning standards” and “objective design review standards” mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a city or county, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances, subject to the following:

(A) A development shall be deemed consistent with the objective zoning standards related to housing density, as applicable, if the density proposed is compliant with the maximum density allowed within that land use designation, notwithstanding any specified maximum unit allocation that may result in fewer units of housing being permitted.

(B) In the event that objective zoning, general plan, or design review standards are mutually inconsistent, a development shall be deemed consistent with the objective zoning standards pursuant to this section if the development is consistent with the standards set forth in the general plan.

(vi) The development is not located on a site that is any of the following:

(A) A coastal zone, as defined in Division 20 (commencing with Section 30000) of the Public Resources Code.

(B) Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

(C) Wetlands, as defined in the United States Fish and Wildlife Service Manual.

(D) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the

specified hazard zones by a local agency, pursuant to subdivision (b) of Government Code section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

(E) A hazardous waste site that is listed pursuant to Government Code section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

(F) Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law, Health and Safety Code section 18901, and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2 of the Government Code.

(G) Within a flood plain as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has been issued a flood plain development permit pursuant to Code of Federal Regulations section 59.1.

(H) Within a floodway as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Code of Federal Regulations section 60.3(d)(3).

(I) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act, Fish and Game Code section 2800, habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

(J) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act, Fish and Game Code section 2050, or the Native Plant Protection Act, Fish and Game Code section 1900.

(K) Lands under conservation easement.

(vii) The development is not located on a site where any of the following apply:

(A) The development would require the demolition of the following types of housing:

(1) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(2) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(3) Housing that has been occupied by tenants within the past 10 years.

(B) The site was previously used for housing that was occupied by tenants that was demolished within 10 years before the development proponent submits an application under this section.

(C) The development would require the demolition of a historic structure that was placed on a national, state, or local historic register.

(D) The property contains housing units that are occupied by tenants, and units at the property are, or were, subsequently offered for sale to the general public by the subdivider or subsequent owner of the property.

(viii) The applicant has done both of the following, as applicable:

(A) Certified to the locality that either of the following is true, as applicable:

(1) The entirety of the development is a public work for purposes of Labor Code section 1720.

(2) If the development is not in its entirety a public work, that all construction workers employed in the execution of the development will be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations pursuant to Labor Code sections 1773 and 1773.9, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate. If the development is subject to this subparagraph, then for those portions of the development that are not a public work all of the following shall apply:

(I) The development proponent shall ensure that the prevailing wage requirement is included in all contracts for the performance of the work.

(II) All contractors and subcontractors shall pay to all construction workers employed in the execution of the work at least the general prevailing rate of per diem wages, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate.

(III) Except as provided in subsection (V), all contractors and subcontractors shall maintain and verify payroll records pursuant to Labor Code section 1776 and make those records available for inspection and copying as provided in therein.

(IV) Except as provided in subsection (V), the obligation of the contractors and subcontractors to pay prevailing wages may be enforced by the Labor Commissioner through the issuance of a civil wage and penalty assessment pursuant to Labor Code section 1741, which may be reviewed pursuant to Labor Code section 1742, within 18 months after the completion of the development, by an underpaid worker through an administrative complaint or civil action, or by a joint labor-management committee through a civil action under Labor Code section 1771.2. If a civil wage and penalty assessment is issued, the contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages pursuant to Labor Code section 1742.1.

(V) Subsections (III) and (IV) shall not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement that requires the payment of prevailing wages to all construction workers employed in the execution of the development and provides for enforcement of that obligation through an arbitration procedure. For purposes of this clause, “project labor agreement” has the same meaning as set forth in Public Contract Code section 2500(b)(1).

(VI) Notwithstanding Labor Code section 1773.1, subdivision (c), the requirement that employer payments not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing shall not apply if otherwise provided in a bona fide collective bargaining agreement covering the worker. The requirement to pay at least the general prevailing rate of per diem wages does not preclude use of an alternative workweek schedule adopted pursuant to Labor Code section 511 or 514.

(B)(1) For developments for which any of the following conditions apply, certified that a skilled and trained workforce shall be used to complete the development if the application is approved:

(I) On and after January 1, 2018, until December 31, 2021, the development consists of 75 or more units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction located in a coastal or bay county with a population of 225,000 or more.

(II) On and after January 1, 2022, until December 31, 2025, the development consists of 50 or more units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction located in a coastal or bay county with a population of 225,000 or more.

(III) On and after January 1, 2018, until December 31, 2019, the development consists of 75 or more units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction with a population of fewer than 550,000 and that is not located in a coastal or bay county.

(IV) On and after January 1, 2020, until December 31, 2021, the development consists of more than 50 units and will be located within a jurisdiction with a population of fewer than 550,000 and that is not located in a coastal or bay county.

(V) On and after January 1, 2022, until December 31, 2025, the development consists of more than 25 units and will be located within a jurisdiction with a population of fewer than 550,000 and that is not located in a coastal bay county.

(2) For purposes of this section, “skilled and trained workforce” has the same meaning as provided in the Public Contract Code section 2600.

(3) If the development proponent has certified that a skilled and trained workforce will be used to complete the development and the application is approved, the following shall apply:

(I) The applicant shall require in all contracts for the performance of work that every contractor and subcontractor at every tier will individually use a skilled and trained workforce to complete the development.

(II) Every contractor and subcontractor shall use a skilled and trained workforce to complete the development.



(III) Except as provided in subdivision (IV), the applicant shall provide to the locality, on a monthly basis while the development or contract is being performed, a report demonstrating compliance with Public Contract Code section 2600. A monthly report provided to the locality pursuant to this subclause shall be a public record under the California Public Records Act, Government Code section 6250 and shall be open to public inspection. An applicant that fails to provide a monthly report demonstrating compliance with Public Contract Code section 2600 shall be subject to a civil penalty of ten thousand dollars (\$10,000) per month for each month for which the report has not been provided. Any contractor or subcontractor that fails to use a skilled and trained workforce shall be subject to a civil penalty of two hundred dollars (\$200) per day for each worker employed in contravention of the skilled and trained workforce requirement. Penalties may be assessed by the Labor Commissioner within 18 months of completion of the development using the same procedures for issuance of civil wage and penalty assessments pursuant to Labor Code section 1741, and may be reviewed pursuant to the same procedures in Labor Code section 1742. Penalties shall be paid to the State Public Works Enforcement Fund.

(IV) Subdivision (III) shall not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement that requires compliance with the skilled and trained workforce requirement and provides for enforcement of that obligation through an arbitration procedure. For purposes of this subparagraph, “project labor agreement” has the same meaning as set forth in Public Contract Code section 2500(b)(1).

(C) Notwithstanding subparagraphs (A) and (B) above, a development that is subject to approval pursuant to this section is exempt from any requirement to pay prevailing wages or use a skilled and trained workforce if it meets both of the following:

(1) The project includes 10 or fewer units.

(2) The project is not a public work for purposes of Labor Code section 1720.

(ix) The development did not or does not involve a subdivision of a parcel that is, or, notwithstanding this section, would otherwise be, subject to the Subdivision Map Act (Government Code section 66410, et seq.) or any other applicable law authorizing the subdivision of land, unless either of the following apply:

(A) The development has received or will receive financing or funding by means of a low-income housing tax credit and is subject to the requirement that prevailing wages be paid pursuant to subparagraph (A) of paragraph (viii).

(B) The development is subject to the requirement that prevailing wages be paid, and a skilled and trained workforce used, pursuant to paragraph (h).

(x) The development shall not be upon an existing parcel of land or site that is governed under the Mobilehome Residency Law, Civil Code section 798, the Recreational Vehicle Park Occupancy Law, Civil Code section 799.20, the Mobilehome Parks Act, Health and Safety Code section 18200, or the Special Occupancy Parks Act, Health and Safety Code section 18860.

(b)(i)(A)(1) Before submitting an application for a development subject to the streamlined, ministerial approval process described in this section, the development proponent shall submit to the local government a notice of its intent to submit an application. The notice of intent shall be in the form of a preliminary application that includes all of the information described in Section 65941.1 of the Government Code, as that section read on January 1, 2020.

(2) Upon receipt of a notice of intent to submit an application, the local government shall engage in a scoping consultation regarding the proposed development with any California Native American tribe that is traditionally and culturally affiliated with the geographic area, as described in Section 21080.3.1 of the Public Resources Code, of the proposed development. In order to expedite compliance with this subdivision, the local government shall contact the Native American Heritage Commission for assistance in identifying any California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed development.

(3) The timeline for noticing and commencing a scoping consultation in accordance with this subdivision shall be as follows:

A. The local government shall provide a formal notice of a development proponent's notice of intent to submit an application to each California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed development within 30 days of receiving that notice of intent. The formal notice provided pursuant to this subclause shall include all of the following:

1. A description of the proposed development.
2. The location of the proposed development.
3. An invitation to engage in a scoping consultation in accordance with this subdivision.

B. Each California Native American tribe that receives a formal notice pursuant to this clause shall have 30 days from the receipt of that notice to accept the invitation to engage in a scoping consultation.

C. If the local government receives a response accepting an invitation to engage in a scoping consultation pursuant to this subdivision, the local government shall commence the scoping consultation within 30 days of receiving that response.

(B) The scoping consultation shall recognize that California Native American tribes traditionally and culturally affiliated with a geographic area have knowledge and expertise concerning the resources at issue and shall take into account the cultural significance of the resource to the culturally affiliated California Native American tribe.

(C) The parties to a scoping consultation conducted pursuant to this subdivision shall be the local government and any California Native American tribe traditionally and culturally affiliated with the geographic area of the proposed development. More than one California Native American tribe traditionally and culturally affiliated with the geographic area of the proposed development may participate in the scoping consultation. However, the local government, upon the request of any California Native American tribe traditionally and culturally affiliated with the geographic area of the proposed development, shall engage in a separate scoping consultation with that California Native American tribe. The development proponent and its consultants may participate in a scoping consultation process conducted pursuant to this subdivision if all of the following conditions are met:

(1) The development proponent and its consultants agree to respect the principles set forth in this subdivision.

(2) The development proponent and its consultants engage in the scoping consultation in good faith.

(3) The California Native American tribe participating in the scoping consultation approves the participation of the development proponent and its consultants. The California Native American tribe may rescind its approval at any time during the scoping consultation, either for the duration of the scoping consultation or with respect to any particular meeting or discussion held as part of the scoping consultation.

(D) The participants to a scoping consultation pursuant to this subdivision shall comply with all of the following confidentiality requirements: (1) Government Code section 6254, subdivision (r); Government Code section 6254.10; Public Resources Code section 21083.3, subdivision (c); (4) State CEQA Guidelines section 15120, subdivision (d); and any additional confidentiality standards adopted by the California Native American tribe participating in the scoping consultation.

(E) CEQA does not apply to the scoping consultation conducted pursuant to this subdivision.

(b)(ii)(A) If, after concluding the scoping consultation, the parties find that no potential tribal cultural resource would be affected by the proposed development, the development proponent may submit an application for the proposed development that is subject to the streamlined, ministerial approval process described in this section

(B) If, after concluding the scoping consultation, the parties find that a potential tribal cultural resource could be affected by the proposed development and an enforceable agreement is documented between the California Native American tribe and the local government on methods, measures, and conditions for tribal cultural resource treatment, the development proponent may submit the application for a development subject to the streamlined, ministerial approval process described in this section. The local government shall ensure that the enforceable agreement is included in the requirements and conditions for the proposed development.

(C) If, after concluding the scoping consultation, the parties find that a potential tribal cultural resource could be affected by the proposed development and an enforceable agreement is not documented between the California Native American tribe and the local government regarding methods, measures, and conditions for tribal cultural resource treatment, the development shall not be eligible for the streamlined, ministerial approval process described in this section.

(D) For purposes of this paragraph, a scoping consultation shall be deemed to be concluded if either of the following occur:

(1) The parties to the scoping consultation document an enforceable agreement concerning methods, measures, and conditions to avoid or address potential impacts to tribal cultural resources that are or may be present.

(2) One or more parties to the scoping consultation, acting in good faith and after reasonable effort, conclude that a mutual agreement on methods, measures, and conditions to avoid or address impacts to tribal cultural resources that are or may be present cannot be reached.

(E) If the development or environmental setting substantially changes after the completion of the scoping consultation, the local government shall notify the California Native American tribe of the changes and engage in a subsequent scoping consultation if requested by the California Native American tribe.

(b)(iii) A local government may only accept an application for streamlined, ministerial approval pursuant to this section if one of the following applies:

(A) A California Native American tribe that received a formal notice of the development proponent's notice of intent to submit an application pursuant to this section did not accept the invitation to engage in a scoping consultation.

(B) The California Native American tribe accepted an invitation to engage in a scoping consultation pursuant to this section but substantially failed to engage in the scoping consultation after repeated documented attempts by the local government to engage the California Native American tribe.

(C) The parties to a scoping consultation pursuant to this subdivision find that no potential tribal cultural resource will be affected by the proposed development.

(D) A scoping consultation between a California Native American tribe and the local government has occurred and resulted in an agreement.

(b)(iv) A project shall not be eligible for the streamlined, ministerial process described in this section if any of the following apply:

(A) There is a tribal cultural resource that is on a national, state, tribal, or local historic register list located on the site of the project.

(B) There is a potential tribal cultural resource that could be affected by the proposed development and the parties to a scoping consultation conducted pursuant to this subdivision do not document an enforceable agreement on methods, measures, and conditions for tribal cultural resource treatment, as described in this section.

(C) The parties to a scoping consultation conducted pursuant to this subdivision do not agree as to whether a potential tribal cultural resource will be affected by the proposed development.

(b)(v)(A) If, after a scoping consultation conducted pursuant to this subdivision, a project is not eligible for the streamlined, ministerial process described in this section for any or all of the following reasons, the local government shall provide written documentation of that fact, and an explanation of the reason for which the project is not eligible, to the development proponent and to any California Native American tribe that is a party to that scoping consultation:

(1) There is a tribal cultural resource that is on a national, state, tribal, or local historic register list located on the site of the project.

(2) The parties to the scoping consultation have not documented an enforceable agreement on methods, measures, and conditions for tribal cultural resource treatment.

(3) The parties to the scoping consultation do not agree as to whether a potential tribal cultural resource will be affected by the proposed development.

(b)(v)(B) The written documentation provided to a development proponent pursuant to this paragraph shall include information on how the development proponent may seek a conditional use permit or other discretionary approval of the development from the local government.

(b)(vi) This section is not intended, and shall not be construed, to limit consultation and discussion between a local government and a California Native American tribe pursuant to other applicable law, confidentiality provisions under other applicable law, the protection of religious exercise to the fullest extent permitted under state and federal law, or the ability of a California Native American tribe to submit information to the local government or participate in any process of the local government.

(b)(vii) For purposes of this subdivision:

(A) “Consultation” means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between local governments and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural importance. A lead agency shall consult the tribal consultation best practices described in the “State of California Tribal Consultation Guidelines: Supplement to the General Plan Guidelines” prepared by the Office of Planning and Research.

(B) “Scoping” means the act of participating in early discussions or investigations between the local government and California Native American tribe, and the development proponent if authorized by the California Native American tribe, regarding the potential effects a proposed development could have on a potential tribal cultural resource, as defined in Section 21074 of the Public Resources Code, or California Native American tribe, as defined in Section 21073 of the Public Resources Code.

(b) (viii) This subdivision (b) shall not apply to any project that has been approved under the streamlined, ministerial approval process provided under this section before September 25, 2020.

(c) (i) If a local government determines that a development submitted pursuant to this section is in conflict with any of the objective planning standards specified in subdivision (a), it shall provide the development proponent written documentation of which standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that standard or standards, as follows:

(A) Within 60 days of submittal of the development to the local government pursuant to this section if the development contains 150 or fewer housing units.

(B) Within 90 days of submittal of the development to the local government pursuant to this section if the development contains more than 150 housing units.

(ii) If the local government fails to provide the required documentation pursuant to paragraph (1), the development shall be deemed to satisfy the objective planning standards specified in subdivision (a).

(iii) For purposes of this section, a development is consistent with the objective planning standards specified in subdivision (a) if there is substantial evidence that would allow a reasonable person to conclude that the development is consistent with the objective planning standards.

(d) Any design review or public oversight of the development may be conducted by the local government's planning commission or any equivalent board or commission responsible for review and approval of development projects, or the city council or board of supervisors, as appropriate. That design review or public oversight shall be objective and be strictly focused on assessing compliance with criteria required for streamlined projects, as well as any reasonable objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, and shall be broadly applicable to development within the jurisdiction. That design review or public oversight shall be completed as follows and shall not in any way inhibit, chill, or preclude the ministerial approval provided by this section or its effect, as applicable:

(i) Within 90 days of submittal of the development to the local government pursuant to this section if the development contains 150 or fewer housing units.

(ii) Within 180 days of submittal of the development to the local government pursuant to this section if the development contains more than 150 housing units.

(e) (i) Notwithstanding any other law, a local government, whether or not it has adopted an ordinance governing parking requirements in multifamily developments, shall not impose parking standards for a streamlined development that was approved pursuant to this section in any of the following instances:

(A) The development is located within one-half mile of public transit.

(B) The development is located within an architecturally and historically significant historic district.

(C) When on-street parking permits are required but not offered to the occupants of the development.

- (D) When there is a car share vehicle located within one block of the development.
- (ii) If the development does not fall within any of the categories described in paragraph (1), the local government shall not impose parking requirements for streamlined developments approved pursuant to this section that exceed one parking space per unit.
- (f) (i) If a local government approves a development pursuant to this section, then, notwithstanding any other law, that approval shall not expire if the project satisfies both of the following requirements:
  - (A) The project includes public investment in housing affordability, beyond tax credits.
  - (B) At least 50 percent of the units are affordable to households making at or below 80 percent of the area median income.
- (ii) If a local government approves a development pursuant to this section and the project does not satisfy the requirements of subparagraphs (A) and (B) of paragraph (f)(i), that approval shall remain valid for three years from the date of the final action establishing that approval, or if litigation is filed challenging that approval, from the date of the final judgment upholding that approval. Approval shall remain valid for a project provided construction activity, including demolition and grading activity, on the development site has begun pursuant to a permit issued by the local jurisdiction and is in progress. For purposes of this subdivision, “in progress” means one of the following:
  - (A) The construction has begun and has not ceased for more than 180 days.
  - (B) If the development requires multiple building permits, an initial phase has been completed, and the project proponent has applied for and is diligently pursuing a building permit for a subsequent phase, provided that once it has been issued, the building permit for the subsequent phase does not lapse.
  - (C) Notwithstanding subparagraph (ii), a local government may grant a project a one-time, one-year extension if the project proponent can provide documentation that there has been significant progress toward getting the development construction ready, such as filing a building permit application.



- (iii) If the development proponent requests a modification pursuant to subdivision (g), then the time during which the approval shall remain valid shall be extended for the number of days between the submittal of a modification request and the date of its final approval, plus an additional 180 days to allow time to obtain a building permit. If litigation is filed relating to the modification request, the time shall be further extended during the pendency of the litigation. The extension required by this paragraph shall only apply to the first request for a modification submitted by the development proponent.
- (g)
  - (i)(A) A development proponent may request a modification to a development that has been approved under the streamlined, ministerial approval process provided in subdivision (b) if that request is submitted to the local government before the issuance of the final building permit required for construction of the development.
  - (i)(B) Except as provided in paragraph (g)(iii), the local government shall approve a modification if it determines that the modification is consistent with the objective planning standards specified in subdivision (a) that were in effect when the original development application was first submitted.
  - (i)(C) The local government shall evaluate any modifications requested pursuant to this subdivision for consistency with the objective planning standards using the same assumptions and analytical methodology that the local government originally used to assess consistency for the development that was approved for streamlined, ministerial approval pursuant to subdivision (b).
  - (i)(D) A guideline that is adopted or amended by the Department of Housing and Community Development after a development is approved through the streamlined, ministerial approval process described in subdivision (b) shall not be used as a basis to deny proposed modifications.
  - (ii) Upon receipt of the development proponent's application requesting a modification, the local government shall determine if the requested modification is consistent with the objective planning standard and either approve or deny the modification request within 60 days after submission of the modification, or within 90 days if design review is required.
  - (iii) Notwithstanding paragraph (g)(i), the local government may apply objective planning standards adopted after the development application was first submitted to the requested modification in any of the following instances:
    - (A) The development is revised such that the total number of residential units or total square footage of construction changes by

15 percent or more. The calculation of the square footage of construction changes shall not include underground space.

- (B) The development is revised such that the total number of residential units or total square footage of construction changes by 5 percent or more and it is necessary to subject the development to an objective standard beyond those in effect when the development application was submitted in order to mitigate or avoid a specific, adverse impact as that term is defined in subparagraph (A) of paragraph (1) of subdivision (j) of Government Code section 65589.5, upon the public health or safety and there is no feasible alternative method to satisfactorily mitigate or avoid the adverse impact. The calculation of the square footage of construction changes shall not include underground space.
  - (C) Objective building standards contained in the California Building Standards Code (Title 24 of the California Code of Regulations), including, but not limited to, building plumbing, electrical fire, and grading codes, may be applied to all modification applications that are submitted prior to the first building permit application. Those standards may be applied to modification applications submitted after first building permit application if agreed to by the development proponent.
- (iv) The local government's review of a modification request pursuant to this subdivision shall be strictly limited to determining whether the modification, including any modification to previously approved density bonus concessions or waivers, modify the development's consistency with the objective planning standards and shall not reconsider prior determinations that are not affected by the modification.
- (h)
    - (i) A local government shall not adopt or impose any requirement, including, but not limited to, increased fees or inclusionary housing requirements, that applies to a project solely or partially on the basis that the project is eligible to receive ministerial or streamlined approval pursuant to this section.
    - (ii) A local government shall issue a subsequent permit required for a development approved under this section if the application substantially complies with the development as it was approved pursuant to subdivision (b). Upon receipt of an application for a subsequent permit, the local government shall process the permit without unreasonable delay and shall not impose any procedure or requirement that is not imposed on projects that are not approved pursuant to this section. The local government shall consider the application for subsequent permits based upon the objective standards specified in any state or local laws that were in effect when the

original development application was submitted, unless the development proponent agrees to a change in objective standards. Issuance of subsequent permits shall implement the approved development, and review of the permit application shall not inhibit, chill, or preclude the development. For purposes of this paragraph, a “subsequent permit” means a permit required subsequent to receiving approval under subdivision (b), and includes, but is not limited to, demolition, grading, and building permits and final maps, if necessary.

- (i) (i) This section shall not affect a development proponent’s ability to use any alternative streamlined by right permit processing adopted by a local government, including the provisions of Government Code section 65583.2(i).
  - (ii) This section shall not prevent a development from also qualifying as a housing development project entitled to the protections of Government Code section 65589.5. This paragraph does not constitute a change in, but is declaratory of, existing law.
- (j) CEQA does not apply to actions taken by a state agency, local government, or the San Francisco Bay Area Rapid Transit District to:
  - (i) Lease, convey, or encumber land owned by the local government or the San Francisco Bay Area Rapid Transit District or to facilitate the lease, conveyance, or encumbrance of land owned by the local government, or for the lease of land owned by the San Francisco Bay Area Rapid Transit District in association with an eligible TOD project, as defined pursuant to Section 29010.1 of the Public Utilities Code, nor to any decisions associated with that lease, or to provide financial assistance to a development that receives streamlined approval pursuant to this section that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.
  - (ii) Approve improvements located on land owned by the local government or the San Francisco Bay Area Rapid Transit District that are necessary to implement a development that receives streamlined approval pursuant to this section that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.
- (k) For purposes of this section the following definitions shall apply:
  - (1) “Affordable housing cost” has the same meaning as set forth in section 50052.5 of the Health and Safety Code.

- (2) (A) Subject to the qualification provided by subparagraph (B), “affordable rent” has the same meaning as set forth in Section 50063 of the Health and Safety Code.
  - (B) For a development for which an application pursuant to this section was submitted prior to January 1, 2019, that includes 500 units or more of housing, and that dedicates 50 percent of the total number of units to housing affordable to households making at, or below, 80 percent of the area median income, affordable rent for at least 30 percent of these units shall be set at an affordable rent as defined in subparagraph (k)(1), and “affordable rent” for the remainder of these units shall mean a rent that is consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.
- (3) “Department” means the Department of Housing and Community Development.
- (4) “Development proponent” means the developer who submits an application for streamlined approval pursuant to this section.
- (5) “Completed entitlements” means a housing development that has received all the required land use approvals or entitlements necessary for the issuance of a building permit.
- (6) “Locality” or “local government” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- (7) “Moderate income housing units” means housing units with an affordable housing cost or affordable rent for persons and families of moderate income, as that term is defined in Section 50093 of the Health and Safety Code.
- (8) “Production report” means the information reported pursuant to subparagraph (D) of paragraph (2) of subdivision (a) of Government Code section 65400.
- (9) “State agency” includes every state office, officer, department, division, bureau, board, and commission, but does not include the California State University or the University of California.
- (10) “Subsidized” means units that are price or rent restricted such that the units are affordable to households meeting the definitions of very low and

lower income, as defined in Sections 50079.5 and 50105 of the Health and Safety Code.

(11) “Reporting period” means either of the following:

(A) The first half of the regional housing needs assessment cycle.

(B) The last half of the regional housing needs assessment cycle.

(12) “Urban uses” means any current or former residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses.

(l) The determination of whether an application for a development is subject to the streamlined ministerial approval process provided by subdivision (b) is not a “project” under CEQA.

(m) This section shall remain in effect until January 1, 2026.

(Reference: Gov. Code, § 65913.4.)

#### **9.02 MINISTERIAL APPROVAL PROCESS FOR URBAN LOT SPLITS AND HOUSING DEVELOPMENTS WITH NO MORE THAN TWO RESIDENTIAL UNITS WITHIN A SINGLE-FAMILY RESIDENTIAL ZONE (SB 9)**

(a) A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, and shall therefore not be subject to CEQA, if the proposed housing development meets all of the following requirements:

(1) The parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) The parcel is not located on a site that is any of the following:

(A) Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction;

- (B) Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993);
- (C) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code—unless the parcel is a site excluded from the specified hazard zone by a local agency, or is a site that has adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development;
- (D) A hazardous waste site that is listed pursuant to Government Code section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses;
- (E) Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law, and by any local building department;
- (F) Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency;
- (G) Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification;
- (H) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act, habitat conservation plan pursuant to the federal Endangered Species Act of 1973, or other adopted natural resources protection plan;
- (I) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully

protected species, or species protected by the federal Endangered Species Act of 1973, the California Endangered Species Act, or the Native Plant Protection Act; or lands under conservation easement;  
or

- (J) Lands under conservation easement.
- (3) Notwithstanding any provision of this section or any local law, the proposed housing development would not require demolition or alteration of any of the following types of housing:
- (A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;
  - (B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power;
  - (C) Housing that has been occupied by a tenant in the last three years.
- (4) The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.
- (5) The proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the housing development meets at least one of the following conditions:
- (A) If a local ordinance so allows; or
  - (B) The site has not been occupied by a tenant in the last three years
- (6) The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

Other regulations governing the approval of a housing development under this section are set forth in Government Code section 65852.21(a).

- (b) Notwithstanding any other provision of local law, a local agency shall ministerially approve, as set forth in this section, a parcel map for an urban lot split—and such urban lot split shall therefore not be subject to CEQA—only if the local agency determines that the parcel map for the urban lot split meets all of the following requirements:

- (1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.
- (2) Both newly created parcels are no smaller than 1,200 square feet, except that a local agency may by ordinance adopt a smaller minimum lot size subject to ministerial approval.
- (3) The parcel being subdivided meets all of the following requirements:
  - (A) The parcel is located within a single-family residential zone.
  - (B) The parcel subject to the proposed urban lot split is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
  - (C) The parcel is not located on a site enumerated in Paragraph (a)(2) above.
  - (D) The proposed urban lot split would not require demolition or alteration of any of the following types of housing:
    - (i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
    - (ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
    - (iii) A parcel or parcels on which an owner of residential real property has exercised the owner's rights to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.
    - (iv) Housing that has been occupied by a tenant in the last three years.
  - (E) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.



- (F) The parcel has not been established through prior exercise of an urban lot split as provided for in this section.
- (G) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.

Other regulations governing the approval of an urban lot split under this section are set forth in Government Code section 65852.21(b).

**9.03 APPROVAL OF ORDINANCE TO ZONE ANY PARCEL FOR UP TO 10 UNITS OF RESIDENTIAL DENSITY PER PARCEL IN CERTAIN CIRCUMSTANCES (SB 10)**

- (a) A local government may adopt an ordinance to zone a parcel for up to 10 units of residential density per parcel, at a height specified by the local government in the ordinance, if the parcel is located in a transit-rich area or an urban infill site. This subsection shall not apply to either of the following:
  - (1) Parcels located within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This paragraph does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.
  - (2) Any local restriction enacted or approved by a local initiative that designates publicly owned land as open-space land, as defined in subdivision (h) of Section 65560, or for park or recreational purposes.
- (b) An ordinance adopted in accordance with this section, and any resolution to amend the jurisdiction's General Plan, ordinance, or other local regulation adopted to be consistent with that zoning ordinance, shall not constitute a "project" under CEQA.
- (c) Notwithstanding any other law that allows ministerial or by right approval of a development project or that grants an exemption from CEQA, a residential or mixed-use residential project consisting of more than 10 new residential units on one or more parcels that are zoned pursuant to an ordinance adopted under this section shall not be approved ministerially or by right and shall not be exempt from CEQA. This subdivision, however, shall not apply to a project located on a parcel or parcels that are zoned pursuant to an ordinance adopted under this section, but subsequently rezoned without regard to this section. A subsequent ordinance adopted to rezone the parcel or parcels shall not be exempt from CEQA. Any environmental review conducted to adopt the subsequent ordinance

shall consider the change in the zoning applicable to the parcel or parcels before they were zoned or rezoned pursuant to the ordinance adopted under this section.

Other regulations governing the approval of an ordinance under this section are set forth in Government Code section 65913.5.

#### **9.04 HOUSING SUSTAINABILITY DISTRICTS.**

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries. The general plan must contain seven mandatory elements, including a housing element. Existing law provides for various reforms and incentives intended to facilitate and expedite the construction of affordable housing. Senate Bill 73 authorizes a city, county, or city and county, including a charter agency, to establish by ordinance a housing sustainability district that meets specified requirements, including authorizing residential use within the district through the ministerial issuance of a permit. The agency is authorized to apply to the Department of Housing and Community Development for approval of a zoning incentive payment and requires the agency to provide specified information about the proposed housing sustainability district ordinance. The department is required to approve a zoning incentive payment if the ordinance meets the above-described requirements and the agency's housing element is in compliance with specified law.

A city, county, or city and county with a housing sustainability district would be entitled to a zoning incentive payment, subject to appropriation of funds for that purpose, and require that one-half of the amount be paid when the department approves the zone and one-half of the amount be paid when the department verifies that permits for the construction of the units have issued within the zone, provided that the city, county, or city and county has received a certificate of compliance for the applicable year. If the agency reduces the density of sites within the district from specified levels set forth in the Senate Bill 73, the agency would be required to return the full amount of zoning incentive payments it has received to the department. The bill also authorizes a developer to develop a project in a housing sustainability district in accordance with the already existing land use approval procedures that would otherwise apply to the parcel in the absence of the establishment of the housing sustainability district pursuant to its provisions, as provided.

As it relates specifically to CEQA, a Lead Agency designating a housing sustainability district is required to prepare an EIR pursuant to Government Code section 66201 to identify and mitigate, to the extent feasible, environmental impacts resulting from the designation. The EIR shall identify mitigation measures that may be undertaken by housing projects in the housing sustainability district to mitigate the environmental impacts identified in the EIR. Housing projects undertaken in the housing sustainability districts that meet specified requirements, including if the project satisfies certain design review standards applicable to development projects within the district provided the project is "complementary to adjacent buildings and structures and is consistent with the [agency's] general plan," are exempt under CEQA.

## **9.05 INTERIM MOTEL HOUSING PROJECTS.**

“Interim motel housing projects” are statutorily exempt from CEQA. A project is exempt from CEQA as an “interim motel housing project” where the project consists of the conversion of a structure with a certificate of occupancy as a motel, hotel, residential hotel, or hostel to supportive or transitional housing and the conversion meets at least one of the following conditions: (1) the conversion does not result in the expansion of more than 10 percent of the floor area of any individual living unit in the structure; and (2) the conversion does not result in any significant effects relating to traffic, noise, air quality, or water quality.

If the City determines that a project is exempt from CEQA as an interim motel housing project, it must file a Notice of Exemption with the State Clearinghouse.

(Reference: Pub. Resources Code, § 21080.50 [in effect until January 1, 2025].)

## **9.06 SUPPORTIVE HOUSING AND “NO PLACE LIKE HOME” PROJECTS.**

A decision by the City to seek funding from, or the Department of Housing and Community Development’s awarding of funds pursuant to, the “No Place Like Home Program” (set forth in Part 3.9 of Division 5 of the Welfare and Institutions Code, commencing with Section 5849.1) does not constitute a “project” under CEQA.

“Supportive housing” in areas where multifamily and mixed uses are permitted may be a “use by right” and thus exempt from CEQA if the supportive housing project meets certain criteria set forth in Government Code section 65651. A “supportive housing” project is a project that provides housing with no limit on length of stay, that is occupied by persons within the target population—i.e., persons with disabilities, families who are homeless, or homeless youth—and that is linked to onsite or offsite services that assist the supportive housing resident to retain housing, improve their health status, and maximize their ability to live and, when possible, work in the community. A policy by a city or county to approve as a use by right proposed housing developments with a limit higher than 50 units does not constitute a “project” under CEQA. To see the requirements of the exemptions relating to supportive housing, please see Government Code section 65651.

If a No Place Like Home project is not exempt from CEQA under Government Code section 65651, the development applicant may request, within 10 days after the City determines the type of environmental documentation required for the project under CEQA, that the City prepare and certify the record of proceeding for the environmental review of the No Place Like Home project in accordance with Public Resources Code section 21186.

If the City approves or determines to carry out a No Place Like Home project that is subject to CEQA, the City shall file a notice of that approval or determination in accordance with the requirements of Public Resources Code section 21151, subdivision (a), except that the Notice of Determination shall be filed within two working days after the approval or determination becomes final. Likewise, if the City approves or determines to carry out a No Place Like Home project that is not subject to CEQA, the City shall file a Notice of Exemption in accordance with the requirements of Public Resources Code section 21152, subdivision (b), except that the Notice

of Exemption shall be filed within two working days after the approval or determination becomes final.

(Reference: Pub. Resources Code, § 21163, *et seq.*; Gov. Code, § 65651; Health & Safety Code, § 50675.14.)

#### **9.07 SHELTER CRISIS AND EMERGENCY HOUSING.**

An action taken by certain cities, counties, or state agencies to lease, convey, or encumber land owned by a city or county—or an action to facilitate the lease, conveyance, or encumbrance of land owned by the local government—for, or to provide financial assistance to, a homeless shelter constructed pursuant to the provisions of Government Code section 8698.4 is statutorily exempt from CEQA. This narrow exception applies to specified efforts to assist specified cities or counties that have declared a shelter crisis and seek to build a homeless shelter. To see all the requirements of this exemption, please see Government Code section 8698.4.

(Reference: Gov. Code, § 8698.4 [in effect until January 1, 2023].)

## **10. CEQA LITIGATION**

### **10.01 TIMELINES.**

When a CEQA lawsuit is filed, there are numerous and complex time requirements that must be met. Pressing deadlines begin to run in the days immediately after a CEQA lawsuit has been filed with the Court. For example, within ten (10) business days of the public agency being served with a petition or complaint alleging a violation of CEQA, the City, if it was the Lead Agency, must provide the petitioner with a list of Responsible Agencies and public agencies with jurisdiction by law over any natural resource affected by the project at issue. There are a variety of other deadlines that apply in CEQA litigation.

If a CEQA lawsuit is filed, CEQA counsel should be contacted immediately in order to ensure that all the applicable deadlines are met.

### **10.02 MEDIATION AND SETTLEMENT.**

**After Litigation Has Been Filed.** The parties in a CEQA lawsuit are required to meet and discuss settlement. Within twenty (20) days of being served with a CEQA legal challenge, the public agency named in the lawsuit must file a notice with the court setting forth the time and place for a settlement meeting. The meeting must be scheduled and held not later than forty-five (45) days from the date of service of the petition or complaint upon the public agency. Usually the main parties to the litigation (such as the Lead Agency, the developer of the project if there is one, and those challenging the project and their respective attorneys) meet to discuss settlement; there is no requirement to hire a professional mediator. The settlement meeting is usually subject to a confidentiality agreement.

If the parties in a CEQA lawsuit are in settlement or mediation, that attempt is intended to occur concurrently with the litigation. This means that the respondent public agency will be required to comply with all existing litigation timelines and requirements (for example, preparing and lodging the administrative record discussed below) while simultaneously conducting settlement or mediation, unless the parties enter into an alternate agreement to stay the litigation and that agreement is approved by the court.

### **10.03 ADMINISTRATIVE RECORD.**

#### **A. Contents of Administrative Record.**

When the Lead Agency's CEQA finding(s) and/or action is challenged in a lawsuit, the Lead Agency must certify the administrative record that formed the basis of the Lead Agency's decision. To the extent the documents listed below exist and are not subject to a privilege that exempts them from disclosure, the following items should be included in the administrative record:

- (1) All project application materials;

- (2) All staff reports and related documents prepared by the public agency with respect to its compliance with the substantive and procedural requirements of CEQA and with respect to the action on the project;
- (3) All staff reports and related documents prepared by the public agency and written testimony or documents submitted by any person relevant to any findings or statement of overriding considerations adopted by the public agency pursuant to CEQA or these Local Guidelines;
- (4) Any transcript or minutes of the proceedings at which the decision-making body of the public agency heard testimony on or considered any environmental document on the project, and any transcript or minutes of proceedings before any advisory body to the respondent public agency that were presented to the decision-making body prior to action on the environmental documents or on the project;
- (5) All notices issued by the public agency to comply with CEQA or with any other law governing the processing and approval of the project;
- (6) All written comments received in response to, or in connection with, environmental documents prepared for the project, including responses to the notice of preparation;
- (7) All written evidence or correspondence submitted to, or transferred from, the public agency with respect to compliance with CEQA or with respect to the project;
- (8) Any proposed decisions or findings submitted to the decision-making body of the public agency by its staff or the project proponent, project opponents, or other persons, to the extent such documents are subject to public disclosure;
- (9) The documentation of the final public agency decision, including the final environmental impact report, mitigated negative declaration, or negative declaration, and all documents, in addition to those referenced in paragraph (3) above, cited or relied on in the findings or in a statement of overriding considerations adopted pursuant to CEQA;
- (10) Any other written materials relevant to the respondent public agency's compliance with CEQA or to its decision on the merits of the project, including the initial study; any drafts of any environmental document, or portions thereof, that were released for public review; copies of studies or other documents relied upon in any environmental document prepared for the project and either made available to the public during the public review period or included in the public agency's files on the project; and internal agency communications related to the project or to compliance with CEQA, to the extent such documents are subject to public disclosure; and

- (11) The full written record before any inferior administrative decision-making body whose decision was appealed prior to the filing of the lawsuit.

## **B. Organization of Administrative Record.**

The administrative record should be organized as follows:

- (1) Index. A detailed index must be included at the beginning of the administrative record listing each document in the order presented. Each entry must include the document's title, date, brief description, and the volume and page where the document begins;
- (2) The Notice of Determination;
- (3) The resolutions or ordinances adopted by the Lead Agency approving the project;
- (4) The findings required by Public Resources Code section 21081, including any statement of overriding considerations;
- (5) The Final EIR, including the Draft EIR or a revision of the draft, all other matters included in the Final EIR (such as traffic studies and air quality studies), or other types of environmental documents prepared under CEQA, such as a negative declaration, mitigated negative declaration, or addenda;
- (6) The initial study;
- (7) Staff reports prepared for the administrative bodies providing subordinate approvals or recommendations to the Lead Agency, in chronological order;
- (8) Transcripts and minutes of hearings, in chronological order; and
- (9) All other documents appropriate for inclusion in the administrative record, in chronological order.

Each section listed above must be separated by tabs or marked with electronic bookmarks. Oversized documents (such as building plans and maps) must be presented in a manner that allows them to be easily unfolded and viewed.

The court may issue an order allowing the documents to be organized in a different manner.

## **C. Preparation of Administrative Record.**

The administrative record can be prepared: (1) by the petitioner, if the petitioner elects to do so, or (2) by the Lead Agency. The petitioner and the Lead Agency can also agree on any alternative method of preparing the record. However, when a third party such as the project applicant prepares or assists with the preparation of the administrative record, the Lead Agency

may not be able to recover fees incurred by the third party unless petitioner has agreed to this method of preparation.

Notwithstanding the above, upon the written request of a project applicant received no later than 30 days after the date that the Lead Agency makes a determination pursuant to Public Resources Code section 21080.1, 21094.5, or Chapter 4.2 (commencing with Public Resources Code section 21155) and with the written consent of the Lead Agency sent within 10 business days from receipt of the written request, the Lead Agency may prepare the administrative record concurrently with the administrative process. Should the Lead Agency and the project applicant so desire to pursue concurrent record preparation, the parties must comply with the provisions of Public Resources Code section 21167.6.2.

#### **D. Special Circumstances For Environmental Leadership Projects.**

Special timing considerations and requirements apply if the Project is certified by the Governor as an Environmental Leadership Project pursuant to the “Jobs and Economic Improvement Through Environmental Leadership Act of 2021.” For example, the administrative record must be finished and certified within five (5) days of project approval. See Public Resources Code section 21186 for a complete discussion of the special requirements related to the preparation of an administrative record for an Environmental Leadership Project.



## **11. DEFINITIONS**

Whenever the following terms are used in these Local Guidelines, they shall have the following meaning unless otherwise expressly defined:

**11.01** “Agricultural Employee” means a person engaged in agriculture, which includes farming in all its branches, and, among other things, includes: (1) the cultivation and tillage of the soil, (2) dairying, (3) the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities, (4) the raising of livestock, bees, furbearing animals, or poultry, and (5) any practices (including any forestry or lumbering operations) performed by a farmer or on a farm as an incident to or in conjunction with such farming operations, including preparation for market and delivery to storage or to market or to carriers for transportation to market.

This definition does not include any person covered by the National Labor Relations Act as agricultural employees pursuant to Section 2(3) of the Labor Management Relations Act (Section 152(3), Title 29, United States Code) and Section 3(f) of the Fair Labor Standards Act (Section 203(f), Title 29, United States Code). This definition does not apply to employees who perform work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work (as these terms have been construed under Section 8(e) of the Labor Management Relations Act, 29 United States Code section 158(e)) or logging or timber-clearing operations in initial preparation of land for farming, or who does land leveling or only land surveying for any of the above. As used in this definition, “land leveling” shall include only major land moving operations changing the contour of the land, but shall not include annual or seasonal tillage or preparation of land for cultivation. (State CEQA Guidelines section 15191(a).)

**11.02** “Applicant” means a person who proposes to carry out a project that requires a lease, permit, license, certificate, or other entitlement for use, or requires financial aid from one or more public agencies when applying for governmental approval or assistance.

**11.03** “Approval” means a decision by the decision-making body or other authorized body or officer of the City which commits the City to a definite course of action with regard to a particular project. With regard to any project to be undertaken directly by the City, approval shall be deemed to occur on the date when the decision-making body adopts a motion or resolution determining to proceed with the project, which in no event shall be later than the date of adoption of plans and specifications. As to private projects, approval shall be deemed to have occurred upon the earliest commitment to provide service or the issuance by the City of a discretionary contract, subsidy, or other form of financial assistance, lease, permit, license, certificate, or other entitlement for use of the project. The mere acquisition of land by the City shall not, in and of itself, be deemed to constitute approval of a project.

For purposes of these Local Guidelines, all environmental documents must be completed as of the time of project approval.

- 11.04** “Baseline” refers to the pre-project environmental conditions. By comparing the project’s potential impacts to the baseline, the Lead Agency determines whether the project’s impacts are substantial enough to be significant under the relevant thresholds of significance. Generally, the baseline is the environmental conditions existing on the date the environmental analysis begins, such as the date the Notice of Preparation is published for an EIR or the date the Notice of Intent to Adopt a Negative Declaration is published. However, in certain circumstances, an earlier or later date may provide a more accurate environmental analysis. The City may establish any baseline that is appropriate, including an earlier or later date, as long as the choice of baseline can be supported by substantial evidence.
- 11.05** “California Native American Tribe” means a Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004.
- 11.06** “Categorical Exemption” means an exemption from CEQA for a class of projects based on a finding by the Secretary of the Resources Agency that the class of projects does not have a significant effect on the environment.
- 11.07** “Census-Defined Place” means a specific unincorporated land area within boundaries determined by the United States Census Bureau in the most recent decennial census.
- 11.08** “CEQA” means the California Environmental Quality Act, codified at California Public Resources Code sections 21000, et seq.
- 11.09** “City” means the City of Corona.
- 11.10** “Clerk” means either the “Clerk of the Board” or the “County Clerk” depending upon the county. Please refer to the “Index to Environmental Filing by County” in the Staff Summary to determine which applies.
- 11.11** “Community-Level Environmental Review” means either (1) or (2) below:
- (1) An EIR certified for any of the following:
    - (a) A general plan;
    - (b) A revision or update to the general plan that includes at least the land use and circulation elements;
    - (c) An applicable community plan;
    - (d) An applicable specific plan; or
    - (e) A housing element of the general plan, if the Environmental Impact Report analyzed the environmental effects of the density of the proposed project;
  - (2) A Negative Declaration or Mitigated Negative Declaration adopted as a subsequent environmental review document, following and based upon an EIR on a general plan, an applicable community plan or specific plan, provided that the subsequent environmental review document is allowed by

CEQA following a Master EIR or a Program EIR or is required pursuant to Public Resource Section 21166.

**11.12** “Consultation” means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance.

**11.13** “Cumulative Impacts” means two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. The individual effects may be changes resulting from a single project or a number of separate projects, whether past, present or future.

The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present and reasonably foreseeable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.

**11.14** “Cumulatively Considerable” means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

**11.15** “Decision-Making Body” means the body within the City, e.g. the City Council, which has final approval authority over the particular project.

**11.16** “Developed Open Space” means land that meets each of the following three criteria:

- (1) Is publicly owned, or financed in whole or in part by public funds;
- (2) Is generally open to, and available for use by, the public; and
- (3) Is predominantly lacking in structural development other than structures associated with open spaces, including, but not limited to, playgrounds, swimming pools, ball fields, enclosed child play areas, and picnic facilities.

Developed Open Space may include land that has been designated for acquisition by a public agency for developed open space purposes, but does not include lands acquired by public funds dedicated to the acquisition of land for housing purposes.

**11.17** “Development Project” means any project undertaken for the purpose of development, including any project involving the issuance of a permit for construction or reconstruction but not a permit to operate. It does not include any ministerial projects proposed to be carried out or approved by public agencies. (Government Code section 65928.)

- 11.18** “Discretionary Project” means a project for which approval requires the exercise of independent judgment, deliberation, or decision-making on the part of the City. To determine whether a project is discretionary, the key question is whether the public agency can use its subjective judgment to decide whether and how to carry out or approve a project.
- 11.19** “EIR” means Environmental Impact Report, a detailed written statement setting forth the environmental effects and considerations pertaining to a project. EIR may mean a Draft or a Final version of an EIR, a Project EIR, a Subsequent EIR, a Supplemental EIR, a Tiered EIR, a Staged EIR, a Program EIR, a Redevelopment EIR, a Master EIR, or a Focused EIR.
- 11.20** “Emergency” means a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, landslide or other natural disaster, as well as such occurrences as riot, war, terrorist incident, accident or sabotage.
- 11.21** “Endangered, Rare or Threatened Species” means certain species or subspecies of animals or plants. A species or subspecies of animal or plant is “Endangered” when its survival and reproduction in the wild are in immediate jeopardy from one or more causes, including loss of habitat, change in habitat, overexploitation, predation, competition, disease, or other factors. A species or subspecies of animal or plant is “Threatened” when it is listed as a threatened species pursuant to the California Endangered Species Act or the Federal Endangered Species Act. A species or subspecies of animal or plant is “Rare” when either:
- (1) Although not presently threatened with extinction, the species is existing in such small numbers throughout all or a significant portion of its range that it may become endangered if its environment worsens; or
  - (2) The species is likely to become endangered within the foreseeable future throughout all or a significant portion of its range and may be considered “threatened” as that term is used in the Federal Endangered Species Act.
- For purposes of analyzing impacts to biological resources, a species of animal or plant shall be presumed to be endangered, rare or threatened if it is listed under the California Endangered Species Act or the Federal Endangered Species Act.
- This definition shall not include any species of the Class Insecta which is a pest whose protection under the provisions of CEQA would present an overwhelming and overriding risk to man as determined by the Director of Food and Agriculture (with regard to economic pests) or the Director of Health Services (with regard to health risks).
- 11.22** “Environment” means the physical conditions which exist in the area which will be affected by a proposed project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. The area involved

shall be the area in which significant effects would occur either directly or indirectly as a result of the project. The “environment” includes both natural and man-made conditions.

- 11.23** “Feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors.
- 11.24** “Final EIR” means an EIR containing the information contained in the Draft EIR, comments either verbatim or in summary received in the review process, a list of persons commenting, and the response of the City to the comments received.
- 11.25** “Greenhouse Gases” include, but are not limited to, carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.
- 11.26** “Guidelines” or “Local Guidelines” means the City’s Local Guidelines for implementing the California Environmental Quality Act.
- 11.27** “Highway” shall have the same meaning as defined in Section 360 of the Vehicle Code.
- 11.28** “Historical Resources” include:

Resources listed in, or eligible for listing in, the California Register of Historical Resources shall be considered historical resources.

A resource may be listed in the California Register if it meets any of the following National Register of Historic Places criteria:

- (a) Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;
- (b) Is associated with the lives of persons important in our past;
- (c) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- (d) Has yielded, or may be likely to yield, information important in prehistory or history.

A resource may also be listed in the California Register if it is identified as significant in an historical resource survey that meets all of the following criteria:

- (a) The survey has been or will be included in the State Historic Resources Inventory;
- (b) The survey and the survey documentation were prepared in accordance with office procedures and requirements; and
- (c) The resource is evaluated and determined by the office to have a significance rating of Category 1 to 5 on DPR Form 523.

Resources included on a list of properties officially designated or recognized as historically significant by a local government pursuant to a local ordinance or resolution, or identified as significant in a historical resource survey (as described above) are presumed to be historically or culturally significant, unless a preponderance of evidence demonstrates that they are not historically or culturally significant.

Any of the following may be considered historically significant: any object, building, structure, site, area, place, record or manuscript which a Lead Agency determines, based upon substantial evidence in light of the whole record, to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military or cultural annals of California.

The Lead Agency is not precluded from determining that a resource is a historical resource, as defined in Public Resources Code sections 5020.1(j) or 5024.1, even if it is: (a) not listed in, or is not determined to be eligible for listing in, the California Register of Historical Resources; (b) not included in a local register of historical resources; or (c) not identified in a historical resources survey.

**11.29** “Infill Site” means a site in an urbanized area that meets either of the following criteria:

- (1) The site has been previously developed for qualified urban uses; or
- (2) The site has not been previously developed for qualified urban uses and both (a) and (b) are met:
  - (a) the site is immediately adjacent to parcels that are developed with qualified urban uses, or
    1. at least 75 percent of the perimeter of the site adjoins, or is separated only by an improved public right-of-way from, parcels that are developed with existing qualified urban uses at the time the Lead Agency receives an application for an approval; and
    2. the remaining 25 percent of the perimeter of the site adjoins parcels that had been previously developed for qualified urban uses;
  - (b) No parcel within the site has been created within the past 10 years unless the parcel was created as a result of the plan of a redevelopment agency.

(Public Resources Code section 21061.3.)

**11.30** “Initial Study” means a preliminary analysis conducted by the City to determine whether an EIR, a Negative Declaration, or a Mitigated Negative Declaration must be prepared or to identify the significant environmental effects to be analyzed in an EIR.

- 11.31** “Jurisdiction by Law” means the authority of any public agency to grant a permit or other entitlement for use, to provide funding for the project in question or to exercise authority over resources which may be affected by the project.
- The City will have jurisdiction by law over a project when the City has primary and exclusive jurisdiction over the site of the project, the area in which the major environmental effects will occur, or the area in which reside those citizens most directly concerned by any such environmental effects.
- 11.32** “Land Disposal Facility” means a hazardous waste facility where hazardous waste is disposed in, on, or under land. (Health and Safety Code section 25199.1(d).)
- 11.33** “Large Treatment Facility” means a treatment facility which treats or recycles one thousand (1,000) or more tons of hazardous waste during any one month of the current reporting period commencing on or after July 1, 1991. (Health and Safety Code section 25205.1(d).)
- 11.34** “Lead Agency” means the public agency which has the principal responsibility for preparing environmental documents and for carrying out or approving a project when more than one public agency is involved with the same underlying activity.
- 11.35** “Low- and Moderate-Income Households” means persons and families of low or moderate income as defined in Section 50093 of the Health and Safety Code—i.e., persons and families whose income does not exceed 120% of area median income, adjusted for family size by the Department of Housing and Community Development, in accordance with adjustment factors adopted and amended from time to time by the United States Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937. (Public Resources Code section 21159.20(d); State CEQA Guidelines section 15191(f).)
- 11.36** “Low-Income Households” means households of persons and families of very low and low income. Low-income persons or families are those eligible for financial assistance from governmental agencies for occupants of state-funded housing. Very low income persons are those whose incomes do not exceed the qualifying limits for very low income families as established and amended pursuant to Section 8 of the United States Housing Act of 1937. Such limits are published and updated in the California Code of Regulations. (Public Resources Code section 21159.20(c); Health and Safety Code sections 50105 and 50106; State CEQA Guidelines section 15191(g).)
- 11.37** “Low-Level Flight Path” means any flight path for any aircraft owned, maintained, or under the jurisdiction of the United States Department of Defense that flies lower than 1,500 feet above ground level, as indicated in the United States Department of Defense Flight Information Publication, “Area Planning Military Training Routes: North and South America (AP/1B)” published by the United States National Imagery and Mapping Agency or its successor.

- 11.38** “Lower Income Households” is defined in Health and Safety Code section 50079.5 to mean any of the following:
- (1) “Lower income households” means persons and families whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937;
  - (2) “Very low income households” means persons and families whose incomes do not exceed the qualifying limits for very low income families as defined in Health and Safety Code 50105; or
  - (3) “Extremely low income households” means persons and families whose incomes do not exceed the qualifying limits for extremely low income families as defined in Health and Safety Code section 50106.
- 11.39** “Major Transit Stop” means a site containing an existing rail or bus rapid transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of fifteen (15) minutes or less during the morning and afternoon peak commute periods. (Pub. Resources Code, § 21064.3; see also Pub. Resources Code, § 21060.2; State CEQA Guidelines section 15191(i).)
- 11.40** “Metropolitan Planning Organization” or “MPO” means a federally-designated agency that provides transportation planning and programming in metropolitan areas. A MPO is designated for each urban area that has been defined in the most recent federal census as having a population of more than 50,000 people. There are 18 federally-designated MPOs in California. Non-urbanized (rural) areas do not have a designated MPO.
- 11.41** “Military Impact Zone” means any area, including airspace, that meets both of the following criteria:
- (1) Is located within two miles of a military installation, including, but not limited to, any base, military airport, camp, post, station, yard, center, homeport facility for a ship, or any other military activity center that is under the jurisdiction of the United States Department of Defense; and
  - (2) Covers greater than 500 acres of unincorporated land, or greater than 100 acres of city incorporated land.
- 11.42** “Military Service” means the United States Department of Defense or any branch of the United States Armed Forces.
- 11.43** “Ministerial” describes a governmental decision involving little or no personal judgment by the public official as to the wisdom or manner of carrying out the project. The public official merely applies the law to the facts as presented but uses no special discretion or standards or objective measurements, and the public official



cannot use personal, subjective judgment in deciding whether or how the project should be carried out. Common examples of ministerial permits include automobile registrations, dog licenses, and marriage licenses. A building permit is ministerial if the ordinance requiring the permit limits the public official to determining whether the zoning allows the structure to be built in the requested location, the structure would meet the strength requirements in the Uniform Building Code, and the applicant has paid his fee. (Public Resources Code section 21080(b)(1).)

- 11.44** “Mitigated Negative Declaration” or “MND” means a Negative Declaration prepared for a Project when the Initial Study has identified potentially significant effects on the environment, but: (1) revisions in the project plans or proposals made, or agreed to, by the applicant before the proposed Negative Declaration and Initial Study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and (2) there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment.
- 11.45** “Mitigation” includes avoiding the environmental impact altogether by not taking a certain action or parts of an action, minimizing impacts by limiting the degree or magnitude of the action and its implementation, rectifying the impact by repairing, rehabilitating or restoring the impacted environment, reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action, or compensating for the impact by replacing or providing substitute resources or environments, including through permanent protection of such resources in the form of conservation easements.
- 11.46** “Negative Declaration” or “ND” means a written statement by the City briefly describing the reasons that a proposed project, not exempt from CEQA, will not have a significant effect on the environment and, therefore, does not require the preparation of an EIR.
- 11.47** “Notice of Completion” means a brief report filed with the Office of Planning and Research by the City when it is the Lead Agency as soon as it has completed a Draft EIR and is prepared to send out copies for review.
- 11.48** “Notice of Determination” means a brief notice to be filed by the City when it approves or determines to carry out a project which is subject to the requirements of CEQA.
- 11.49** “Notice of Exemption” means a brief notice which may be filed by the City when it has approved or determined to carry out a project, and it has determined that the project is exempt from the requirements of CEQA. Such a notice may also be filed by an applicant where such a determination has been made by a public agency which must approve the project.
- 11.50** “Notice of Preparation” means a brief notice sent by a Lead Agency to notify the Responsible Agencies, Trustee Agencies, the Office of Planning and Research, and

involved federal agencies that the Lead Agency plans to prepare an EIR for a project. The purpose of this notice is to solicit guidance from those agencies as to the scope and content of the environmental information to be included in the EIR. Public agencies are free to develop their own formats for this notice.

- 11.51** “Oak” means a native tree species in the genus *Quercus*, not designated as Group A or Group B commercial species pursuant to regulations adopted by the State Board of Forestry and Fire Protection pursuant to Public Resources Code section 4526, and that is five (5) inches or more in diameter at breast height. (Public Resources Code section 21083.4(a).)
- 11.52** “Oak Woodlands” means an oak stand with a greater than 10 percent canopy cover or that may have historically supported greater than 10 percent canopy cover. (Fish & Game Code section 1361(h).)
- 11.53** “Offsite Facility” means a facility that serves more than one generator of hazardous waste. (Public Resources Code section 21151.1(h).)
- 11.54** “Person” includes any person, firm, association, organization, partnership, business, trust, corporation, company, city, county, city and county, town, the state, and any of the agencies which may be political subdivisions of such entities, and, to the extent permitted by federal law, the United States, or any of its agencies or political subdivisions.
- 11.55** “Pipeline” as defined in these Local Guidelines depends on the context. Please see Local Guidelines Sections 3.10 and 3.11 for specific definitions.
- 11.56** “Private Project” means a project which will be carried out by a person other than a governmental agency, but which will need a discretionary approval from the City. Private projects will normally be those listed in subsections (2) and (3) of Local Guidelines Section 11.57.
- 11.57** “Project” means the whole of an action or activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment, and is any of the following:
- (1) A discretionary activity directly undertaken by the City including but not limited to public works construction and related activities, clearing or grading of land, or improvements to existing public structures;
  - (2) A discretionary activity which involves a public agency’s issuance to a person of a lease, permit, license, certificate, or other entitlement for use, or which is supported, in whole or in part, through contracts, grants, subsidies, loans or other forms of assistance by the City; or
  - (3) A discretionary project proposed to be carried out or approved by public agencies, including but not limited to the enactment and amendment of local General Plans or elements thereof, the enactment of zoning ordinances, the

issuance of zoning variances, the issuance of conditional use permits and the approval of tentative subdivision maps.

The presence of any real degree of control over the manner in which a project is completed makes it a discretionary project.

The term “project” refers to the activity which is being approved and which may be subject to several discretionary approvals by governmental agencies. The term “project” does not mean each separate governmental approval.

**11.58** “Project-Specific Effects” means all the direct or indirect environmental effects of a project other than cumulative effects and growth-inducing effects. (Public Resources Code section 21065.3; State CEQA Guidelines section 15191(j).)

**11.59** “Public Water System” means a system for the provision of piped water to the public for human consumption that has 3,000 or more service connections. A public water system includes all of the following: (A) Any collection, treatment, storage, and distribution facility under control of the operator of the system which is used primarily in connection with the system; (B) Any collection or pretreatment storage facility not under the control of the operator that is used primarily in connection with the system; (C) Any person who treats water on behalf of one or more public water systems for the purpose of rendering it safe for human consumption. (State CEQA Guidelines section 15155.)

**11.60** “Qualified Urban Use” means any residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses. (Public Resources Code section 21072; State CEQA Guidelines section 15191(k).)

**11.61** “Residential” means a use consisting of either residential units only or residential units and primarily neighborhood-serving goods, services, or retail uses that do not exceed 15% of the total floor area of the project. (State CEQA Guidelines section 15191(l).) Residential, pursuant to Public Resources Code section 21159.24, shall mean a use consisting of either of the following:

(1) Residential units only.

(2) Residential units and primarily neighborhood-serving goods, services, or retail uses that do not exceed 25 percent of the total building square footage of the project.

**11.62** “Responsible Agency” means a public agency which proposes to carry out or approve a project for which a Lead Agency has prepared the environmental documents. For the purposes of CEQA, the term “Responsible Agency” includes all federal, state, regional and local public agencies other than the Lead Agency which have discretionary approval power over the project.

**11.63** “Riparian areas” mean those areas transitional between terrestrial and aquatic ecosystems and that are distinguished by gradients in biophysical conditions,

- ecological processes, and biota. A riparian area is an area through which surface and subsurface hydrology connect waterbodies with their adjacent uplands. A riparian area includes those portions of terrestrial ecosystems that significantly influence exchanges of energy and matter with aquatic ecosystems. A riparian area is adjacent to perennial, intermittent, and ephemeral streams, lakes, and estuarine-marine shorelines.
- 11.64** “Roadway” means a roadway as defined pursuant to Section 530 of the Vehicle Code and the previously graded and maintained shoulder that is within a roadway right-of-way of no more than five feet from the edge of the roadway.
- 11.65** “Significant Effect” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the activity including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. A social or economic change related to a physical change may be considered in determining whether the physical change is significant.
- 11.66** “Significant Value as a Wildlife Habitat” includes wildlife habitat of national, statewide, regional, or local importance; habitat for species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531, et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code); habitat identified as candidate, fully protected, sensitive, or species of special status by local, state, or federal agencies; or habitat essential to the movement of resident or migratory wildlife.
- 11.67** “Special Use Airspace” means the land area underlying the airspace that is designated for training, research, development, or evaluation for a military service, as that land area is established by the United States Department of Defense Flight Information Publication, “Area Planning: Special Use Airspace: North and South America (AP/1A)” published by the United States National Imagery and Mapping Agency or its successor.
- 11.68** “Staff” means the City Manager or his or her designee.
- 11.69** “Standard” means a standard of general application that is all of the following:
- (1) A quantitative, qualitative or performance requirement found in a statute, ordinance, resolution, rule, regulation, order, or other standard of general application;
  - (2) Adopted for the purpose of environmental protection;
  - (3) Adopted by a public agency through a public review process;
  - (4) Governs the same environmental effect which the change in the environment is impacting; and

- (5) Governs the jurisdiction where the project is located.

The definition of “standard” includes any thresholds of significance adopted by the City which meet the requirements of this Section.

If there is a conflict between standards, the City shall determine which standard is appropriate based upon substantial evidence in light of the whole record.

**11.70** “State CEQA Guidelines” means the Guidelines for Implementation of the California Environmental Quality Act as adopted by the Secretary of the California Natural Resources Agency as they now exist or hereafter may be amended. (California Administrative Code, Title 14, Sections 15000, et seq.)

**11.71** “Substantial Evidence” means reliable information on which a fair argument can be based to support an inference or conclusion, even though another conclusion could be drawn from that information. “Substantial evidence” includes facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts. “Substantial evidence” does not include argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly inaccurate or erroneous, or evidence of social or economic impacts which do not contribute to, or are not caused by, physical impacts on the environment.

**11.72** “Sustainable Communities Strategy” is an element of a Regional Transportation Plan, which must be adopted by the Metropolitan Planning Organization for the region. (See Local Guidelines Section 11.40.) The Sustainable Communities Strategy is an integrated land use and transportation plan intended to reduce greenhouse gases. The Sustainable Communities Strategy includes various components such as: consideration of existing densities and uses within the region, identification of areas within the region that can accommodate an eight-year projection of the region’s housing needs, development of projections for growth in the region, identification of existing transportation networks, and preparation of a forecast for development pattern for the region that can be integrated with transportation networks.

**11.73** “Tiering” means the coverage of general matters in broader EIRs (such as on general plans or policy statements) with subsequent narrower EIRs or ultimately site-specific EIRs incorporating by reference the general discussions and concentrating solely on the issues specific to the EIR subsequently prepared. Tiering is appropriate when the sequence of EIRs is:

- (a) From a general plan, policy, or Program EIR to a program, plan, or policy EIR of lesser scope or to a site-specific EIR; or
- (b) From an EIR on a specific action at an early stage to a subsequent EIR or a supplement to an EIR at a later stage. Tiering in such cases is appropriate when it helps the Lead Agency to focus on the issues which are ripe for decision and exclude from consideration issues already decided or not yet ripe.

(Public Resources Code sections 21003, 21061 and 21100.)

- 11.74** “Transit Priority Area” means an area within one-half mile of a major transit stop that is existing or planned, if the planned stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program adopted pursuant to Section 450.216 or 450.322 of Title 23 of the Code of Federal Regulations.
- 11.75** “Transit Priority Project” means a mixed use project that is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy for which the California Air Resources Board has accepted a Metropolitan Planning Organization’s determination that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets. Such a project may be exempt from CEQA if a detailed laundry list of requirements is met. To qualify for the exemption, the Transit Priority Project must:
- (1) contain at least 50 percent residential use based on total building square footage;
  - (2) if the project contains between 26 percent and 50 percent non-residential uses, the floor-to-area ratio (FAR) must be at least 0.75;
  - (3) have a minimum net density of 20 dwelling units per acre;
  - (4) be located within a half mile of a major transit stop or high-quality transit corridor included in a regional transportation plan; and
  - (5) meet all the requirements of Public Resources Code section 21155.1.
- 11.76** “Transportation Facilities” includes major local arterials and public transit within five (5) miles of the project site, and freeways, highways, and rail transit service within ten (10) miles of the project site.
- 11.77** “Tribal Cultural Resources” are either of the following:
- (1) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:
    - (a) Included or determined to be eligible for inclusion in the California Register of Historical Resources.
    - (b) Included in a local register of historic resources as defined in subdivision (k) of Public Resources Code section 5020.1.
  - (2) A resource determined by the Lead Agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this

definition, the Lead Agency shall consider the significance of the resource to a California Native American tribe.

A cultural landscape that meets the criteria set forth above is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.

A historic resource described in Public Resources Code section 21084.1, a unique archaeological resource as defined in subdivision (g) of Public Resources Code section 21083.2, or a “nonunique archaeological resource” as defined in subdivision (h) of Public Resources Code section 21083.2 may also be a tribal cultural resource if it conforms with the criteria of Tribal cultural resources.

**11.78** “Trustee Agency” means a State agency having jurisdiction by law over natural resources affected by a project which are held in trust for the people of the State of California. Trustee Agencies may include, but are not limited to, the following:

- (a) The California Department of Fish and Wildlife (“DFW”) with regard to the fish and wildlife of the state, designated rare or endangered native plants, and game refuges, ecological reserves, and other areas administered by DFW;
- (b) The State Lands Commission with regard to state owned “sovereign” lands such as the beds of navigable waters and state school lands;
- (c) The State Department of Parks and Recreation with regard to units of the State Park System;
- (d) The University of California with regard to sites within the Natural Land and Water Reserve System; and/or
- (e) The State Water Resources Control Board with respect to surface waters.

**11.79** “Urban Growth Boundary” means a provision of a locally adopted general plan that allows urban uses on one side of the boundary and prohibits urban uses on the other side of the boundary.

**11.80** “Urbanized Area” means either of the following:

- (1) An incorporated city that either by itself or in combination with two contiguous incorporated cities has a population of at least one hundred thousand (100,000) persons;
- (2) An unincorporated area that meets both of the following requirements:
  - (a) The unincorporated area is either:
    - (i) completely surrounded by one or more incorporated cities, has a population of at least 100,000 persons either by itself or in combination with the surrounding incorporated city or cities, and has a population density that at least equals the population density of the surrounding city or cities; or

- (ii) located within an urban growth boundary and has an existing residential population of at least five thousand (5,000) persons per square mile. An “urban growth boundary” means a provision of a locally adopted general plan that allows urban uses on one side of the boundary and prohibits urban uses on the other side.
- (b) The board of supervisors with jurisdiction over the unincorporated area has taken all three of the following steps:
  - 1. Prepared a draft document by which the board would find that the general plan, zoning ordinance, and related policies and programs applicable to the unincorporated area are consistent with principles that encourage compact development in a manner that promotes efficient transportation systems, economic growth, affordable housing, energy efficiency, and an appropriate balance of jobs and housing, and protects the environment, open space and agricultural areas;
  - 2. Submitted the draft document to the Office of Planning and Research and allowed OPR thirty (30) days to submit comments on the draft finding to the board; and
  - 3. At least thirty (30) days after submitting the draft document to OPR, the board has adopted a final finding in substantial conformity with the draft finding described in the draft document.

(Public Resources Code sections 21083, 21159.20-21159.24; State CEQA Guidelines section 15191(m).)

**11.81** “Water Acquisition Plans” means any plans for acquiring additional water supplies prepared by the public water system or a city or county Lead Agency pursuant to subdivision (a) of section 10911 of the Water Code.

**11.82** “Water Assessment” or “Water Supply Assessment” means the water supply assessment that must be prepared by the governing body of a public water system, or a city or county, pursuant to and in compliance with sections 10910 to 10915 of the Water Code, and that includes, without limitation, the elements of the assessment required to comply with subdivisions (d), (e), (f), and (g) of section 10910 of the Water Code.

**11.83** “Water Demand Project” means any one of the following:

- (A) A residential development of more than 500 dwelling units;
- (B) A shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space;
- (C) A commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space;



- (D) A hotel or motel, or both, having more than 500 rooms;
- (E) An industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area;  
  
Except, a proposed photovoltaic or wind energy generation facility approved on or after October 8, 2011, is not a Water Demand Project if the facility would demand no more than 75 acre-feet of water annually.
- (F) A mixed-use project that includes one or more of the projects specified in subdivisions (A); (B), (C), (D), (E), or (G) of this section;
- (G) A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project; or
- (H) For public water systems with fewer than 5,000 service connections, a project that meets the following criteria:
  - (1) A proposed residential, business, commercial, hotel or motel, or industrial development that would account for an increase of 10 percent or more in the number of a public water system's existing service connections; or
  - (2) A mixed-use project that would demand an amount of water equivalent to, or greater than, the amount of water required by residential development that would represent an increase of 10 percent or more in the number of the public water system's existing service connections.

(State CEQA Guidelines section 15155.)

- 11.84** "Waterway" means a bay, estuary, lake, pond, river, slough, or a perennial, intermittent, or ephemeral stream, lake, or estuarine-marine shoreline.
- 11.85** "Wetlands" has the same meaning as that term is construed in the regulations issued by the United States Army Corps of Engineers pursuant to the Clean Water Act. Thus, "wetlands" means areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. (Public Resources Code section 21159.21(d), incorporating Title 33, Code of Federal Regulations, Section 328.3.)
- 11.86** "Wildlife Habitat" means the ecological communities upon which wild animals, birds, plants, fish, amphibians, and invertebrates depend for their conservation and protection. (Public Resources Code section 21159.21.)

**11.87** “Zoning Approval” means any enactment, amendment, or appeal of a zoning ordinance; granting of a conditional use permit or variance; or any other form of land use, subdivision, tract, or development approval required from the city or county having jurisdiction to permit the particular use of the property.

## **12.    FORMS**

See Forms A – S which accompany these Guidelines.

### 13. COMMON ACRONYMS

**A.** \*\*\*\*\*

ADEIR – Administrative Draft Environmental Impact Report  
AQMD – Air Quality Management District  
AQMP – Air Quality Management Plan  
AR – Administrative Record  
ARB – Air Resources Board

**B.** \*\*\*\*\*

BMP – Best Management Practices  
BO – Biological Opinion

**C.** \*\*\*\*\*

Cal EPA – California Environmental Protection Agency  
CAP – Climate Action Plan  
CCAA – California Clean Air Act  
CCR – California Code of Regulations (Title 14 Sections 15000 et seq. are also known as  
the State CEQA Guidelines.)  
CE – Categorical Exclusion (NEPA)  
CESA – California Endangered Species Act  
CEQA – California Environmental Quality Act  
CFR – Code of Federal Regulations  
CMP – Congestion Management Plan  
CRWQCB – California Regional Water Quality Control Board

**D.** \*\*\*\*\*

DEIR – Draft Environmental Impact Report  
DFW – Department of Fish and Wildlife

**E.** \*\*\*\*\*

EA – Environmental Assessment (NEPA term)  
EIR – Environmental Impact Report  
EIS – Environmental Impact Statement (NEPA term)  
EPA – Environmental Protection Agency  
ESA – Endangered Species Act; Environmental Site Assessment

**F.** \*\*\*\*\*

FCAA – Federal Clean Air Act  
FEIR – Final Environmental Impact Report  
FOIA – Freedom of Information Act (Federal)  
FONSI – Finding of No Significant Impact (NEPA term)  
FWS – Fish and Wildlife Service

**G.** \*\*\*\*\*

GHG – Greenhouse Gas  
GW – Ground Water

**H.** \*\*\*\*\*

HH&E – Human Health and Environment  
HRA – Health Risk Assessment  
HS – Hazardous Substance

**I.** \*\*\*\*\*

IS – Initial Study

**J.** \*\*\*\*\*

**K.** \*\*\*\*\*

**L.** \*\*\*\*\*

LADD – Lifetime Average Daily Dose; Lowest Acceptable Daily Dose  
LEA – Local Enforcement Agency  
LESA – Land Evaluation and Site Assessment  
LUFT – Leaking Underground Fuel Tank  
LUST – Leaking Underground Storage Tanks. Reference Part 213 of Public Act 451 of 1994.

**M.** \*\*\*\*\*

MEIR – Master Environmental Impact Report  
MMRP – Mitigation Monitoring and Reporting Plan  
MPO – Metropolitan Planning Organization  
MND – Mitigated Negative Declaration

**N.** \*\*\*\*\*

ND – Negative Declaration  
NEPA – National Environmental Policy Act  
NOA – Notice of Availability  
NOC – Notice of Completion  
NOD – Notice of Determination  
NOE – Notice of Exemption  
NOI – Notice of Intent  
NOP – Notice of Preparation  
NOV – Notice of Violation

**O.** \*\*\*\*\*

OPR – Office of Planning and Research

- P.** \*\*\*\*\*
- PEIR – Program Environmental Impact Report. Sometimes also used to describe a Project Environmental Impact Report
- PM – Particulate Matter
- PRA – Public Records Act
- PSA – Permit Streamlining Act
- Q.** \*\*\*\*\*
- R.** \*\*\*\*\*
- RCRA – Resource Conservation and Recovery Act (1976) Governs definition, handling, and disposal of hazardous waste.
- S.** \*\*\*\*\*
- SCH – State Clearinghouse
- SEIR – Supplemental or Subsequent Environmental Impact Report
- SMARA – Surface Mining and Reclamation Act
- SWMP – Stormwater Monitoring Program
- SWPPP – Stormwater Pollution Prevention Program
- T.** \*\*\*\*\*
- TCM – Transportation Control Measure
- TCP – Transportation Control Plan
- TDS – Total Dissolved Solids
- TMP – Transportation Management Plan
- Title V – refers to Title V of the Clean Air Act related to ambient air quality provisions
- TLV – Threshold Limit Value
- U.** \*\*\*\*\*
- UBC – Uniform Building Code
- UFC – Uniform Fire Code
- UGST – Underground Storage Tank
- USDW – Underground Source of Drinking Water
- UWMP – Urban Water Management Plan
- V.** \*\*\*\*\*
- VOC – Volatile Organic Compounds (Health & Safety Code, Section 25123.6.)
- VOS – Vehicle Operating Survey
- W.** \*\*\*\*\*
- WQS – Water Quality Standard
- WSA – Water Supply Assessment
- WTP – Water Treatment Plant. A facility designed to provide treatment to water.
- WWTP – Wastewater Treatment Plan

**X.** \*\*\*\*\*  
**Y.** \*\*\*\*\*  
**Z.** \*\*\*\*\*



Staff Report

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**File #:** 22-0638

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 08/03/2022

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

**FROM:** Finance Department

**SUBJECT:**

Resolution levying special taxes to be collected during Fiscal Year 2023 for the City's Community Facilities District No. 2016-3 (Maintenance Services), Zone 31.

**EXECUTIVE SUMMARY:**

The City Council will consider adopting the recommended resolution which will allow the City to levy and collect Fiscal Year 2023 special taxes for the City's Community Facilities District No. 2016-3 (Maintenance Services), Zone 31.

**RECOMMENDED ACTION:**

**That the City Council** adopt Resolution No. 2022-105, levying special taxes to be collected during Fiscal Year 2023 for the payment of the annual cost of maintenance services within Community Facilities District No. 2016-3 (Maintenance Services), Zone 31.

**BACKGROUND & HISTORY:**

Pursuant to the Mello-Roos Community Facilities Act of 1982, the Community Facilities District (the "District") listed under the Recommended Action section was formed to levy special taxes for the payment of the annual cost of, but not limited to, maintenance and lighting of parks, parkways, streets, roads, and open space, maintenance and operation of water quality improvements, maintenance and operation of traffic signals, public street sweeping (the "Services"), and reserve funds for replacement of improvements within the District and the surrounding areas, and for the payment of administrative expenses incurred in connection with the levy and collection of said special taxes.

**ANALYSIS:**

It is necessary that the City Council levy special taxes for the payment of the annual costs of the Services within the District, pursuant to Section 53340 of the Government Code. Special taxes within the District are levied in an amount necessary to satisfy the Operation and Maintenance Special Tax



Requirement, as defined in the District's Rate and Method of Apportionment (the "RMA"). Any necessary replenishment or expenditure of the reserve funds and an amount estimated for administrative expenses during the year are included in the levy. The special taxes levied will not exceed the authorized amounts provided in the RMA.

On July 6, 2022, the City Council approved the Fiscal Year 2023 levy resolutions for multiple zones in Community Facilities District 2016-3. The special tax consultant's audit process determined that Zone 31 needs to be included for levy in Fiscal Year 2023 via Resolution No. 2022-105. The development of the Latitude Business Park, Tract PM 37608 (the "Project"), was annexed into the Community Facilities District 2016-3 (Maintenance Services) on December 15, 2021, as Zone 31. The Project will incur maintenance costs for facilities to be turned over to the City during Fiscal Year 2023.

**FINANCIAL IMPACT:**

The budgeted operating costs are determined by the prior year's actual costs for service and projected costs for the same services and any capital improvement projects needed for the next fiscal year. Additionally, the projected revenues are estimated based on the RMA allowable special tax rates and the properties within the District boundaries, including anticipated development for the newer District.

Below is a summary of Fiscal Year 2023 estimated levy and operating cost for the District:

<b>Estimated Costs *</b>	<b>Estimated Assessment Revenue</b>	<b>Percentage of Maximum Tax</b>	<b>Actual Assessment YOY % Change</b>
\$ -	\$ 21,601	100.00%	N/A

\* The estimated costs for the District will be updated during the first quarter budget adjustment for Fiscal Year 2023.

As a newly established zone, the District will be included in the Fiscal Year 2023 tax roll and was not levied in Fiscal Year 2022. Therefore, the comparison between the two years is not applicable.

**ENVIRONMENTAL ANALYSIS:**

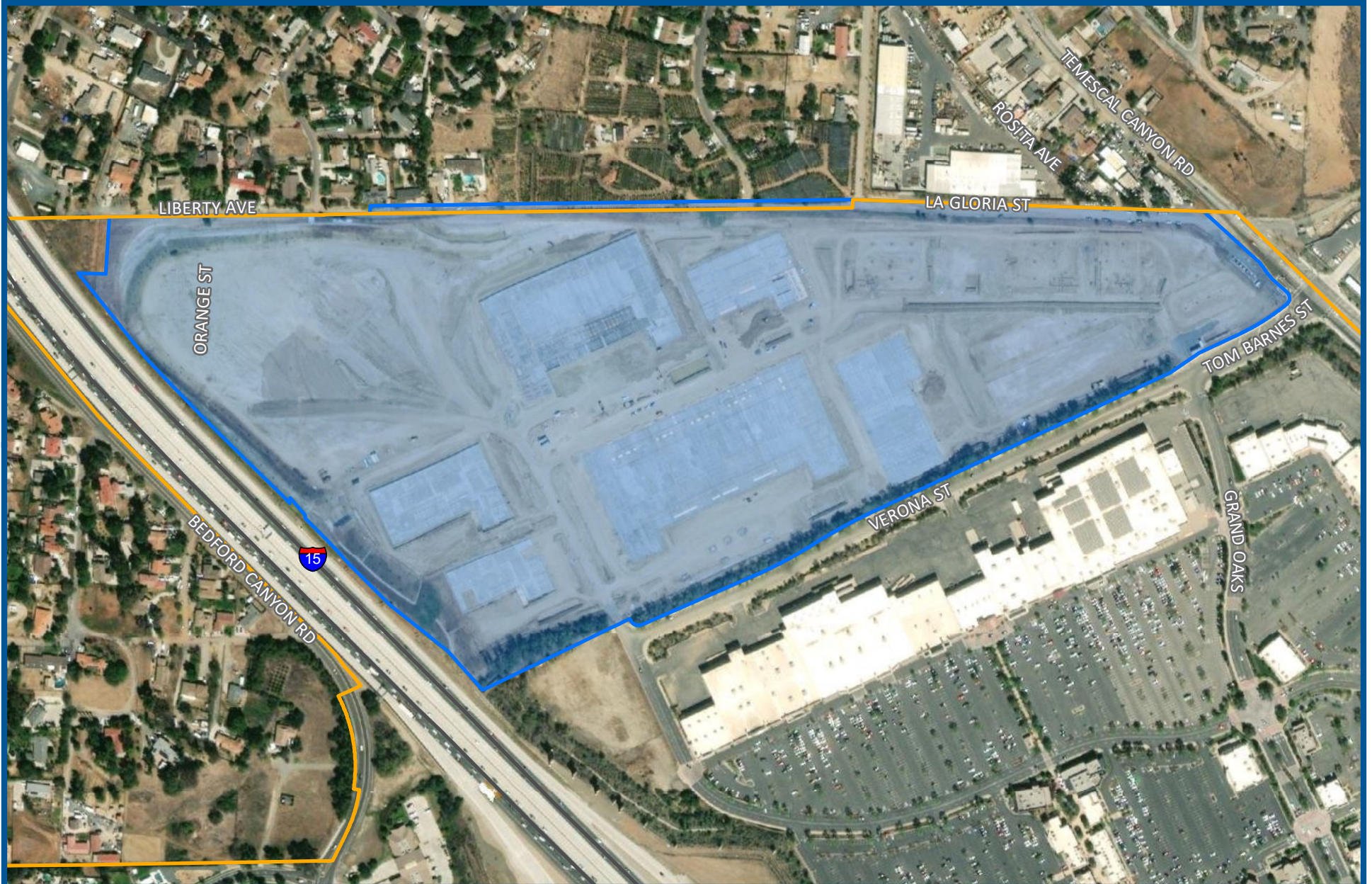
This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing 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 merely sets the special taxes to be levied and collected within the District for Fiscal Year 2023, and there is no possibility that adopting the resolution will have a significant effect on the environment. Therefore, no environment analysis is required.

**PREPARED BY:** LIEN-CHI CANTUBA, ACCOUNTING SUPERVISOR

**REVIEWED BY:** KIM SITTON, FINANCE DIRECTOR

**Attachments:**

1. Exhibit 1 - Boundary Map for Resolution No. 2022-105
2. Exhibit 2 - Resolution No. 2022-105



## BOUNDARY MAP

COMMUNITY FACILITIES DISTRICT NO. 2016-3  
ZONE 31 (MAINTENANCE SERVICES)



**RESOLUTION NO. 2022-105**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CORONA, CALIFORNIA, LEVYING SPECIAL TAXES TO  
BE COLLECTED DURING FISCAL YEAR 2023 FOR THE  
PAYMENT OF ANNUAL COST OF MAINTENANCE  
SERVICES WITHIN COMMUNITY FACILITIES DISTRICT  
NO. 2016-3 (MAINTENANCE SERVICES), ZONE 31**

**WHEREAS**, the City Council of the City of Corona (“City Council”) previously established Community Facilities District No. 2016-3 (Maintenance Services), Zone 31 of the City of Corona, County of Riverside, State of California (the “District”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (“Act”) to levy special taxes for the payment of the annual cost of maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drain systems, and public street sweeping (collectively, “Improvements”), within the District and the surrounding area, and for the payment of administrative expenses incurred in connection with the levy and collection of said special taxes; and

**WHEREAS**, pursuant to Section 53340 of the Government Code, the City Council may by resolution provide for the levy of special taxes on taxable properties in the District at a rate provided by ordinance or at a lower rate; and

**WHEREAS**, the special taxes will be levied for Fiscal Year 2023 on all taxable properties in the District pursuant to the Rate and Method of Apportionment to pay annual cost of maintaining, servicing, cleaning, repairing and/or replacing the Improvements within the District; and

**WHEREAS**, the rates of the special taxes that will be levied on such parcels for Fiscal Year 2023 will not exceed the rates previously approved by the qualified electors of the District.

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

**SECTION 1. Levy of Special Taxes.** Special taxes shall be and are hereby levied for the Fiscal Year 2023 on all parcels of real property within the District which are subject to taxation, which are identified in Exhibit “A” attached hereto, and in the amount set forth for each such parcel in said Exhibit “A”. Pursuant to said Sections 53340 and 53358, such special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes.

**SECTION 2. Transmittal to County.** The City Clerk shall immediately following adoption of this resolution transmit a copy hereof to the Board of Supervisors and the County Auditor of the County of Riverside together with a request that the special taxes as levied hereby be collected on the tax bills for the parcels identified in Exhibit “A” hereto, along with the ordinary ad valorem property taxes to be levied on and collected from the owners of said parcels.

**PASSED, APPROVED AND ADOPTED** this 3rd day of August, 2022.

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

**ATTEST:**

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

**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at an adjourned meeting thereof held on the 3rd day of August, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 3rd day of August, 2022.

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City Clerk of the City of Corona, California

[SEAL]

**Exhibit "A"**

**City of Corona  
Community Facilities District 2016-3 (Zone 31)  
Fiscal Year 2023**

<b>APN</b>	<b>Preliminary Levy</b>
279140023	\$2,902.80
279140024	\$1,213.42
279140025	\$875.54
279140026	\$614.04
279140027	\$508.28
279140028	\$596.42
279140029	\$1,454.34
279140030	\$1,366.20
279140031	\$3,543.30
279140032	\$1,157.58
279140033	\$1,607.12
279140034	\$3,243.62
279140035	\$1,983.18
279140036	\$390.76
279140037	\$143.96
<b>Total</b>	<b>\$21,600.56</b>



Staff Report

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**File #:** 22-0659

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 08/03/2022

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

**FROM:** Planning and Development Department

**SUBJECT:**

Resolution making additional findings to support the City's approval of the Housing Element of General Plan Amendment GPA2021-0001.

**EXECUTIVE SUMMARY:**

The City Council adopted the City's General Plan Housing Element on November 3, 2021. The Housing Element is a mandatory element of the General Plan and is required to be updated every eight years. The California Department of Housing and Community Development is requiring revisions to the City's Housing Element to bring it into compliance with Housing Element Law prior to final review.

**RECOMMENDED ACTION:**

**That the City Council** adopt Resolution No. 2022-107 making additional findings to support the City's approval of GPA2021-0001, an amendment to the City's General Plan to update the Housing Element for the 6<sup>th</sup> Cycle covering planning period 2021-2029, as adopted by Resolution No. 2021-121.

**BACKGROUND & HISTORY:**

The City's General Plan Housing Element Update for Planning Period 2021-2029 was approved as General Plan Amendment 2021-0001 (GPA2021-0001) by the City Council on November 3, 2021. The City Council, as part of its recommended action, approved Resolution No. 2021-121, which is an amendment to the City General Plan to update the Housing Element. The Planning and Development Director is permitted to make non-legislative changes to the Housing Element Update that address final comments made from the State Department of Housing and Community Development.

The City's adopted Housing Element was submitted to the California Department of Housing and Community Development (HCD) for review on November 5, 2021. HCD completed its review on February 3, 2022 and issued a letter to the City requesting certain revisions to the Housing Element.



Most of the revisions to the Housing Element fall within the scope of the Planning and Development Director's authority to make non-legislative changes except for the adoption of certain findings in the City Council's Resolution approving GPA2021-0001.

Resolution No. 2021-121 should have included a finding that the existing uses on the nonvacant sites used to accommodate 50 percent or more of the housing needs for lower-income households is not an impediment for additional housing. As such, a subsequent resolution to the previously adopted resolution (Resolution No. 2021-121) has been prepared to address the finding required by HCD. The resolution requires adoption by the City Council.

### **ANALYSIS:**

Resolution No. 2022-107 is a subsequent resolution to Resolution 2021-121, which was adopted by the City Council on November 3, 2021, adopting an addendum to the General Plan Environmental Impact Report and approving an amendment to the City General Plan to update the Housing Element for the 6<sup>th</sup> Cycle Regional Housing Needs Assessment covering Planning Period 2021-2029 (GPA2021-0001).

Resolution No. 2022-107 includes the finding that the existing uses on the nonvacant sites used to accommodate the housing need for lower income units are not an impediment to additional residential development during the period covered by the Housing Element. This finding was mistakenly not included in Resolution No. 2021-121 that approved GPA2021-0001. The finding within the resolution relies upon substantial evidence presented in the Housing Element, which discusses recent recycling trends on nonvacant commercial properties to residential, which includes the integration of commercial uses with residential uses, vacancies in retail storefronts due to market transitions to more online retail sales, the age of structures, the site having a low floor to area ratio, and the improvement-to-land value ratio is less than one.

Additionally, the Housing Element discusses the City's rezoning program to accommodate the planning of lower income units and additional housing units. The rezoning program is designed to encourage the development of housing units on properties that previously did not allow residential. The Housing Element discusses contributing factors to fair housing issues and identifies the lack of zoning for higher density residential as a constraint. The rezoning program removes this governmental constraint by establishing by-right zoning that is intended to support the development of higher density housing.

### **FINANCIAL IMPACT:**

The adoption of Resolution No. 2022-107 will not have a negative financial impact on the General Fund.

### **ENVIRONMENTAL ANALYSIS:**

The City prepared a General Plan EIR Addendum for the Housing Element Update, which was approved by the City Council on November 3, 2021. The approval of this Resolution is consistent with and in furtherance of the General Plan EIR Addendum because this Resolution simply makes findings that are required by Government Code Section 65583.2(g)(2) to ensure that the Housing Element

Update complies with the Housing Element Law. Based on substantial evidence in the light of the whole record, the approval of this Resolution would not have a significant effect on the environment and none of the conditions described in State CEQA Guidelines Section 15162 exist. Therefore, the prior analysis is adequate and no further environmental review is required.

**PREPARED BY:** JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

**Attachments:**

1. Exhibit 1 - Resolution No. 2022-107

## **RESOLUTION NO. 2022-107**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, MAKING ADDITIONAL FINDINGS TO SUPPORT THE CITY'S APPROVAL OF GPA2021-0001, AN AMENDMENT TO THE CITY'S GENERAL PLAN TO UPDATE THE HOUSING ELEMENT FOR THE 6<sup>TH</sup> CYCLE COVERING PLANNING PERIOD 2021-2029, AS ADOPTED BY RESOLUTION NO. 2021-121**

**WHEREAS**, Government Code Section 65580 et seq. ("Housing Element Law") requires that every city prepare and periodically update the housing element of the general plan; every city is mandated to include statutory requirements in the housing element, and every city is required to submit a draft of its housing element to the California Department of Housing and Community Development ("HCD") for review and comment as to whether the housing element substantially complies with the Housing Element Law; and

**WHEREAS**, on January 21, 2021, the City Council and the Planning Commission opened a duly noticed public study session to introduce GPA2021-0001, an amendment to the General Plan to update the Housing Element for Planning Period 2021-2029 for the 6<sup>th</sup> Cycle Regional Housing Needs Assessment ("Housing Element Update"), the Regional Housing Needs Assessment ("RHNA") process, various state legislation governing Housing Element law, and the information contained in the Housing Element; and

**WHEREAS**, on February 16 and 18, 2021, the City held two stakeholder workshops with special interest groups, including organizations and agencies that provide housing or assist special needs groups with housing opportunities (low-income persons, senior citizens, persons with disabilities, persons needing rehabilitation, persons experiencing homelessness, persons of domestic violence, etc.) on the Housing Element Update; and

**WHEREAS**, at the request of the City Council, staff provided an administrative report at the March 17, 2021 City Council meeting on the RHNA and state law regarding the implementation of the RHNA; and

**WHEREAS**, on May 27, 2021, the City held a community meeting on the Housing Element Update and provided an overview of the purpose of the Housing Element, the City's RHNA allocation, and the housing sites inventory; and

**WHEREAS**, on June 21, 2021, the Planning Commission received an administrative report regarding the release of the draft Housing Element Update, which was posted on the City's website and available to the public for a period of 60 days for review and public comment; and

**WHEREAS**, on June 23, 2021, the City Council opened a duly noticed public study session on the Housing Element Update and provided an update on the status of the Housing Element Update and the housing sites inventory; and

**WHEREAS**, on July 1, 2021, the City submitted its draft Housing Element Update to the California Department of Housing and Community Development (“HCD”) to initiate a 60-day review by the HCD; and

**WHEREAS**, on August 30, 2021, HCD provided findings and recommended changes to bring the Housing Element Update into compliance with the Housing Element Law; and

**WHEREAS**, the Housing Element Update was revised to address HCD’s comments and on September 27, 2021, the revised Housing Element Update was posted on the City’s Housing Element Update webpage; and

**WHEREAS**, Government Code Section 65354 requires that the Planning Commission make a written recommendation to the City Council on the Housing Element Update and further provides that a recommendation for approval be made by the affirmative vote of not less than a majority of the total membership of the Planning Commission; and

**WHEREAS**, in connection with GPA2021-0001, the City prepared an environmental evaluation to analyze the potential environmental impacts associated with the Housing Element Update and determine whether such impacts were adequately addressed in the Corona General Plan Technical Update Environmental Impact Report (SCH# 20180081039) (“General Plan EIR”) certified on June 3, 2020. The evaluation indicated that the Housing Element Update will not result in impacts beyond what was previously analyzed in the General Plan EIR and will not require additional mitigation measures not otherwise included in the General Plan EIR because the Housing Element Update will not have new or substantially more severe significant environmental impacts. In accordance with the requirements of the California Environmental Quality Act (Pub. Res. Code Section 21000 et seq.), together with the State Guidelines (14 Cal. Code Regs. Section 15000 et seq.) and local guidelines implementing said Act (collectively, “CEQA”) the City prepared an addendum to the General Plan EIR (“General Plan EIR Addendum”); and

**WHEREAS**, on October 21, 2021, the City’s Planning Commission adopted Planning and Housing Commission Resolution No. 2578, by a vote of 2-1, recommending approval of the revised Housing Element Update; and

**WHEREAS**, because Planning and Housing Commission Resolution No. 2578 was not adopted by an affirmative vote of at least a majority of the total membership of the Planning Commission, pursuant to the requirements of Government Code Section 65354 the written recommendation from the Planning Commission is not a recommendation for approval; and

**WHEREAS**, on November 3, 2021, the City Council held a duly noticed public hearing at which all persons wishing to testify in connection with the revised Housing Element Update were heard and the revised Housing Element Update and the General Plan EIR Addendum was comprehensively reviewed and adopted; and

**WHEREAS**, the City Council authorized the City's Planning and Development Director to make non-legislative changes to the Housing Element Update to address final comments received from HCD; and

**WHEREAS**, on November 5, 2021, the City submitted its adopted Housing Element Update to the HCD to initiate another review by the HCD; and

**WHEREAS**, on February 3, 2022, HCD provided findings and additional recommended changes to bring the adopted Housing Element Update into compliance with the Housing Element Law; and

**WHEREAS**, City staff has determined that HCD's recommended changes to the adopted Housing Element Update are non-legislative in nature and, as such, can be made by the City's Planning and Development Director pursuant to the authority provided by the City Council on November 3, 2021; and

**WHEREAS**, according to Government Code Section 65583.2(g)(2) if a city is relying on nonvacant sites to accommodate 50 percent or more of its housing need for lower income households, the methodology used to determine additional development potential shall demonstrate that the existing use of such sites does not constitute an impediment to additional residential development during the period covered by the housing element;

**WHEREAS**, Government Code Section 65583.2(g)(2) further provides that an existing use is presumed to impede additional residential development, absent findings based on substantial evidence that the use is likely to be discontinued during the planning period; and

**WHEREAS**, because the City's adopted Housing Element Update identifies nonvacant sites to accommodate at least 50 percent of the City's RHNA allocation, the City is required to make findings, based upon substantial evidence, that the existing uses on such nonvacant sites do not constitute an impediment to additional residential development during the 2021-2029 planning period for the adopted Housing Element Update in order to be in compliance with the Housing Element Law.

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

**SECTION 1. CEQA Findings.** As the decision-making body for this Resolution, the City Council has reviewed and considered the information contained in the General Plan EIR Addendum, the initial study and the administrative record for this Resolution, including all written and oral evidence provided to the City Council. Based upon the facts and information contained

in the General Plan EIR Addendum, the initial study and the administrative record, including all written and oral evidence presented to the City Council, the City Council finds that the approval of this Resolution is consistent with and in furtherance of the General Plan EIR Addendum because this Resolution simply makes findings that are required by Government Code Section 65583.2(g)(2) to ensure that the Housing Element Update complies with the Housing Element Law. The City Council further finds, on the basis of substantial evidence in the light of the whole record, that the approval of this Resolution would not have a significant effect on the environment and none of the conditions described in State CEQA Guidelines Section 15162 exist. Therefore, the prior analysis is adequate and no further environmental review is required.

**SECTION 2.** Government Code Section 65583.2(g)(2) Findings. The City Council hereby finds that the existing uses on the nonvacant sites identified in the Housing Element Update to accommodate the housing need for lower income households does not constitute an impediment to additional residential development during the 2021-2029 planning period for the Housing Element Update because such uses are likely to be discontinued during the planning period based upon recent recycling trends for the conversion of nonvacant commercial properties to residential, including the integration of commercial uses with residential uses, increased vacancies in retail storefronts due to market transition to more online retail sales, the age and condition of non-residential structures on nonvacant sites, the low floor to area ratio on the nonvacant sites, and the improvement-to-land value ratio on the nonvacant sites being less than one. Additionally, as discussed in the Housing Element Update, the City's rezoning program to accommodate the planning of lower income units and additional housing units is designed to encourage the development of housing units on properties that previously did not allow residential, including the nonvacant sites identified in the Housing Element Update to accommodate the housing need for lower income households. The Housing Element Update discusses contributing factors to fair housing issues and identifies the lack of zoning for higher density residential as a constraint. The rezoning program removes this governmental constraint by establishing by-right zoning that is intended to support the development of higher density housing.

**SECTION 3.** Custodian of Records. The documents and materials that constitute the record of proceedings on which the findings set forth in this Resolution have been based are located at City of Corona City Hall, 400 S. Vicentia Avenue, Corona, California 92882. The custodian for these records is Joanne Coletta, Planning and Development Director.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 3rd day of August 2022.

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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 introduced and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 3rd day of August 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS THEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 3rd day of August 2022.

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City Clerk of the City of Corona, California

[SEAL]



## Staff Report

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**File #:** 22-0651

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

**DATE:** 08/03/2022

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

**FROM:** Planning and Development Department

**SUBJECT:**

Waiver from Corona Municipal Code Section 15.60.080 regarding the undergrounding of existing overhead utility wires located along 230 S. Lincoln Avenue.

**EXECUTIVE SUMMARY:**

The property owner of the automobile service station located at 230 S. Lincoln Avenue is proposing to demolish the existing convenience store and reconstruct a new convenience store. The provisions in Chapter 15.60 of the Corona Municipal Code require overhead wires to be placed underground except for utility wires that distribute, supply and transmit 34,000 volts or greater of electrical energy. The City Council may grant a waiver to this provision after making the finding that the application of this requirement would be unreasonable, impractical, and cause undue hardship to the applicant or the public.

**RECOMMENDED ACTION:**

**That the City Council** grant a waiver from Section [15.60.080](#) of the Corona Municipal Code for the undergrounding of the overhead utility wires located along Lincoln Avenue, adjacent to 230 S. Lincoln Avenue.

**BACKGROUND & HISTORY:**

The property located at 230 S. Lincoln Avenue is 0.5 acres and contains an existing automobile service station. The property is developed with four double-sided fuel pumps, a 2,056 square foot single-story convenience store, and a free-standing price sign. The property owner is proposing to demolish the existing 2,056 square foot convenience store and construct a new 3,628 square foot convenience store and reconfigure the parking lot and landscaping. The project was approved by the Planning and Housing Commission as Precise Plan Modification 2020-0004 (PPM2020-0004).

Per Section 15.60.080 of the CMC, the construction of the new, larger convenience store requires the property owner to place existing overhead utility wires less than 34,000 volts (34 KV) underground. The property is located at the northwest corner of D Street and Lincoln Avenue. D Street along the property's frontage contains a single-tier overhead utility wire that carries 12KV electrical energy.



Lincoln Avenue along the property's frontage contains a three-tier overhead wire that carries 66KV, 33KV and 12KV electrical energy on the upper, middle and lower tiers, respectively.

Per Chapter 15.60 of the Corona Municipal Code, the property owner was required to underground the overhead wires less than 34 KV adjacent to the project site. The property owner submitted a request to the City on July 7, 2022, requesting that the City Council grant a waiver from the undergrounding of the electrical wires along the property's frontage on Lincoln Avenue. Due to the design of the three-tier wires, the 66KV will still exist above ground adjacent to the project site. Additionally, the wires on all three-tiers on Lincoln Avenue will continue to exist above ground beyond the boundary of the project site to the north and south. The property owner also states the undergrounding of these wires along Lincoln Avenue would not be financially feasible based on the scope of the project.

### **ANALYSIS:**

Section 15.60.080 of the CMC recognizes above ground utility wires exist within the City and are considered nonconforming to the requirement of CMC Section 15.60.030. Section 15.60.030 prohibits above ground poles, wires, and associated structures, irrespective of the use or proposed use of the structure or building it is intended to serve.

At the time of new construction, the City requires overhead wires, less than 34KV to be placed underground to bring areas within the City into compliance with the provisions of Chapter 15.60. However, CMC Section 15.60.060 allows the City Council to grant a waiver to this requirement if the finding can be made that the undergrounding of the utility wires would be unreasonable, impractical, and cause undue hardship to the applicant or public.

Staff has determined that the finding exists for the City Council to grant the waiver for the following reasons:

- a) The utility poles along Lincoln Avenue, which extend beyond the boundary of the project site, contains three-tiers of wires that carry 66KV, 33KV and 12 KV that would continue to exist to the north and south.
- b) The overhead wires for the 66KV would continue exist in front of the property even if the 33KV and 12KV were placed underground.
- c) The property owner is proposing to improve the onsite condition of the property by demolishing the existing convenience store and constructing a new convenience store, which will have an updated appearance and design and the undergrounding of the existing overhead wires on Lincoln Avenue would have an increased financial burden to the project.
- d) The appearance along Lincoln Avenue would remain unchanged because the overhead wires that already exist along Lincoln Avenue would continue to exist even with the undergrounding of the lower two tiers adjacent to the project site.

### **FINANCIAL IMPACT:**

The developer has paid the Utility Underground Waiver Request fee of \$1,628.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. There is no possibility that this action on granting a waiver to the requirement within the Corona Municipal Code will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** MARIA MIRANDA, SENIOR ENGINEER

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

**Attachments:**

1. Exhibit 1 - Location Map
2. Exhibit 2 - Waiver Request

Locational Exhibit





Planning, Construction & Development, Co.

July 7, 2022

Maria Miranda  
Senior Engineer  
Planning and Development Department  
400 S. Vicentia Avenue  
Corona, CA 92882

Subject: 230 S. Lincoln Avenue / PPM2020-0004

Dear Ms. Miranda:

On behalf of the owners of the above-referenced property and pursuant to our email correspondence in early May of this year, we are requesting by way of this letter, a waiver from the undergrounding of existing utilities fronting the property along Lincoln Avenue as required by condition of approval no. 10 f) of the above-referenced approved Precise Plan Modification on the basis that the existing utility poles carry cables that are greater than 32k volts.

It is our understanding that the undergrounding of existing utilities fronting the property along D Street or posting a security guaranteeing the same will be required prior to the issuance of a building permit. Existing utilities along D Street consists of one (1) 12k volt drop to a wood creosote pole.

The gas station is family-owned and the cost of undergrounding utilities and repaving along Lincoln Avenue and D Street is not financially feasible and may cause the owners to not proceed with the approved plans. Please keep in mind that this project will bring the property into compliance with the City's current development standards including, landscaping, on-site vehicular circulation, off-street parking, disabled access, and architectural design. The project will also eliminate one (1) drive approach nearest the street corner along D Street.

We appreciate your consideration as we look for ways to make this project financially feasible for the property owners.

Should you have any questions I can be reached at (949) 235-9538 and at [adan@7pcd.com](mailto:adan@7pcd.com).

Thank you

*Adan Madrid*

Adan Madrid  
Project Manager



Staff Report

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**File #:** 22-0626

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

**DATE:** 08/03/2022

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

**FROM:** Utilities Department

**SUBJECT:**  
Public Hearing for a report on Water Quality relative to Public Health Goals for Calendar Years 2019 through 2021.

**EXECUTIVE SUMMARY:**

California public water systems must prepare a report that gives information to the Public on the detection of any contaminants above the Public Health Goals (PHG). A PHG is the level of a chemical contaminant in drinking water that does not pose a significant risk to health. PHGs are not regulatory standards and are not enforceable or required to be met by the Public Water System. However, State law requires the State Water Resources Control Board to set drinking water standards for chemical contaminants as close to the corresponding PHG as is economically and technologically feasible. The drinking water quality for the City of Corona meets all drinking water standards set to protect public health.

**RECOMMENDED ACTIONS:**

**That the:**

- a. City Council hold a public hearing regarding the Report on Water Quality relative to Public Health Goals for 2019 through 2021.
- b. City Council approve the Report on Water Quality relative to Public Health Goals for 2019 through 2021.
- c. Corona Utility Authority review, ratify and to the extent necessary direct that the City Council

take the above actions.

### **BACKGROUND & HISTORY:**

Provisions under the California Health and Safety Code specify that water utilities must prepare a report on water quality relative to Public Health Goals (PHG) by July 1, 2022. This applies to water systems with more than 10,000 service connections where the water quality has exceeded any of the established PHGs. PHGs are set by the California Office of Environmental Health Hazard Assessment (OEHHA) which is part of the California Environmental Protection Agency.

There are currently no regulations that outline requirements for the preparation of PHG Reports. However, the Association of California Water Agencies' (ACWA) Water Quality Committee prepared suggested guidelines for water utilities to use. The guidelines suggested by the ACWA Water Quality Committee were utilized in the preparation of this report.

### **ANALYSIS:**

The PHG Report must contain information on the contaminants that exceeded the PHG in drinking water, including an estimate of the cost associated with the removal of such contaminants to reduce the level below the PHG using the best available technology and the health risk associated with each of the contaminants. The California Division of Drinking Water (DDW) specifies that a public hearing should be held sometime after July 1, 2022, for the purpose to accept and respond to public comment. At the same time, approval of the report from the governing council should be requested.

The City of Corona has over 43,000 drinking water connections. Sampling results presented exceedances above the PHG for Arsenic, Gross Alpha Particles, Coliform Bacteria, Hexavalent Chromium, Perchlorate, and Uranium. For these reasons, we are required to present this triennial report that covers the calendar years 2019, 2020, and 2021.

### **CONTAMINANTS FOUND IN DRINKING WATER ABOVE THE PHG**

**Arsenic:** It is a chemical naturally occurring in groundwater due to erosion; runoff from orchards; glass and electronics production wastes. The PHG for arsenic is 0.004 parts per billion (ppb) and the Maximum Contaminant Level (MCL) is 10 ppb. Arsenic was detected above the PHG in the local groundwater: Wells 7A, 8A, 9A, 11A, 12A, 14, 15, 17A, 19, 22, 25, 26, 28, 31, and 33. Average Arsenic detected in groundwater was 1.86 ppb. The calculated average after treatment and blending was 0.08 ppb.

**Gross Alpha Particle Activity (gross alpha):** It is a measure of the total amount of radioactivity in a water sample attributable to the radioactive decay of alpha-emitting elements. It naturally occurs in groundwater due to erosion. The Maximum Contaminant Level Goal (MCLG) is zero and the MCL is 15 picocuries per liter (pCi/L). Gross alpha was detected in the local groundwater: Wells 7A, 8A, 17A, 19, 22, 25, 26, 27, 31, and 33. Average gross alpha detected in groundwater was 11.6 pCi/L. The calculated average after treatment and blending was 0.140 pCi/L.

**Coliform Bacteria:** It includes a large group of many types of bacteria that occur throughout the environment and in the feces of all warm-blooded animals and humans. Most types of coliform

bacteria are harmless to humans, but some can cause mild illnesses, and a few can lead to serious waterborne diseases. Coliform bacteria are often referred to as “indicator organisms” because they indicate the potential presence of disease-causing bacteria in water. The MCLG is zero and the MCL is 5% of the samples collected monthly. The City collects between 120 and 150 routine coliform bacteria samples every month. During 2019, no more than 1% of these samples were positive in a month. During 2020, no more than 0% of these samples were positive in a month. During 2021, no more than 0% of these samples were positive in a month.

**Hexavalent Chromium:** Hexavalent chromium is a toxic form of the element chromium. Hexavalent chromium compounds are man-made and widely used in many different industries. The PHG for Hexavalent chromium is 0.02 ppb, there is currently no MCL set. Hexavalent Chromium was detected above the PHG in the local groundwater: Wells 7A, 8A, 9A, 11A, 12A, 14, 15, 17A, 19, 22, 25, 26, 27, 28, 31, and 33. Average hexavalent chromium detected in groundwater was 0.75 ppb. The calculated average after treatment and blending was 0.074 ppb.

**Perchlorate:** Perchlorate is a chemical that can occur naturally in the environment and also may be released by fireworks, improper handling or disposal of rocket fuel, and various industrial processes. The PHG for Perchlorate is 1 ppb, the MCL is 6 ppb. Perchlorate was detected above the PHG in the local groundwater: Wells 7A, 8A, 9A, 11A, 12A, 14, 17A, 19, 22, 25, 27, 28, 31, 33. Average Perchlorate detected in groundwater was 5.5 ppb. The calculated average after treatment and blending was 0.80 ppb.

**Uranium:** Uranium is a radioactive compound that naturally occurs in varying amounts in the earth’s crust. The PHG for Uranium is 0.43pCi/L, the CA MCL is 20 pCi/L. Uranium was detected above the PHG in the local groundwater: Wells 7A, 8A, 12A, 15, 17A, 19, 22, 25, 26, 27, 28, 31, 29, and 33. Average Uranium detected in groundwater was 9.7 pCi/L. The calculated average after treatment and blending was 0.2921 pCi/L.

## **BEST AVAILABLE TECHNOLOGY AND COSTS**

The Best Available Technology (BAT) to lower the level of arsenic, gross alpha, hexavalent chromium, and uranium below the PHG is reverse osmosis (RO). Cost estimating guides from ACWA’s guidance report were used in determining the estimated cost to implement additional RO. Please note cost estimates are theoretical. According to the cost estimates provided by ACWA, installing and operating an RO system would cost between \$2.25 to \$4.75 per 1,000 gallons of water treated. The estimated annualized capital, operation, and maintenance costs for the City to install, run, and maintain would range from \$23.7 million per year to \$50 million per year. The cost per customer connection would range from \$542 to \$1,144 per year.

The BAT to lower the level of Perchlorate below the PHG is Ion Exchange (IE). Cost estimating guides from the ACWA guidance report were used in determining the estimated cost to implement additional IE. Please note that cost estimates are theoretical. According to the cost estimates provided by ACWA, to install and operate an IE system would cost between \$0.73 to \$0.97 per 1,000 gallons of water treated. The estimated annualized capital, operation, and maintenance costs for the City to install, run, and maintain would range from \$7.7 million per year to \$10.2 million per year.



The cost per customer connection would range from \$176 to \$234 per year.

The BAT for inactivating coliform bacteria in drinking water as determined by the State is the protection of wells from coliform contamination, maintenance of a disinfectant residual throughout the distribution system, proper maintenance and flushing of the distribution system, and filtration and/or disinfection of surface and groundwater. The City currently disinfects all water served to the Public through the addition of chloramines and costs associated with this action are included in the annual budget. The City maintains a chloramine residual in the distribution system which is used to deliver drinking water to ensure the water is microbiologically safe. The chloramine residual levels are carefully controlled to provide the best health protection without causing the water to have an undesirable taste and odor or increasing the Disinfection By-Product (DBPs) levels. Other equally important measures that have been implemented include an effective cross-connection control program, an effective monitoring program, a successful tank cycling program, routine dead-end flushing program and maintaining positive pressure in our distribution system.

In summary, the City's water system complies with all the health-based drinking water standards and maximum contaminant levels required by the California Division of Drinking Water and the United States Environmental Protection Agency. Therefore, no actions to address any of the contaminants contained within the attached report are proposed at this time. Staff is recommending the approval of the Report on Water Quality relative to Public Health Goals for the monitoring period of January 1, 2019, thru December 31, 2021.

**FINANCIAL IMPACT:**

There is no fiscal impact associated with the recommended actions.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action involves the approval of the Report on Water Quality relative to Public Health Goals for the monitoring period of January 1, 2019, thru December 31, 2021. There is no possibility that the recommended action will have a significant effect on the environment. Therefore, no environmental analysis is required.

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

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

**Attachment:**

1. Exhibit 1 - Report on Water Quality relative to Public Health Goals





# City of Corona Utilities Department

## Report on Water Quality

### Relative to Public Health Goals

### For 2019-2021

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#### 1. Introduction

Under the Calderon-Sher Safe Drinking Water Act of 1996 public water systems in California serving greater than 10,000 connections must prepare a brief report every three years providing information on any constituents that exceed a Public Health Goal (PHG) in the preceding three years.

The report must contain information on detection of any contaminant in drinking water at a level exceeding a Public Health Goal, estimate of costs to remove detected contaminants to below the PHG using Best Available Technology (BAT), and the health risk for each contaminant exceeding a PHG. This report has been prepared to address the requirement set forth in Section 116470 of the California Health and Safety Code. It is based on water quality analysis during calendar years 2019, 2020, and 2021. There are no regulations detailing the requirements for the preparation of Public Health Goal reports. The Association of California Water Agencies Water Quality Committee has prepared suggested guidelines for water utilities to use in preparing Public Health Goal Reports. These guidelines were used in the preparation of this report.

#### 2. California Drinking Water Regulatory Process

California Health and Safety Code Section 116365 requires the State to develop a Public Health Goal for every contaminant with a primary drinking water standard or for any contaminant California is proposing to regulate with a primary drinking water standard. PHGs are set by the California Office of Environmental Health Hazard Assessment (OEHHA) and are based solely on public health risk considerations. None of the practical risk-management factors that are considered by the United States Environmental Protection Agency (USEPA) or the California Division of Drinking Water (DDW) in setting drinking water standards are considered in setting the PHGs. These factors include analytical detection capability, available treatment technology, benefits, and costs. The PHGs are not enforceable and are not required to be met by any public water system. Maximum Contaminant Level Goal (MCLG) is the federal equivalent to PHG.

#### 3. Identification of Contaminants

Section 116470(b)(1) of the Health and Safety Code requires public water systems serving more than 10,000 connections to identify each contaminant present in drinking water that was above the Public Health Goal. The constituents presented in this section were detected at one or more locations in our drinking water system at levels that exceeded the PHG or the MCLG.

- **Arsenic:** It is a chemical naturally occurring in groundwater due to erosion; runoff from orchards; glass and electronics production wastes. The PHG for arsenic is 0.004 parts per billion (ppb) and the Maximum Contaminant Level (MCL) is 10 ppb. Arsenic was detected above the PHG in the local groundwater: Wells 7A, 8A, 9A, 11A, 12A, 14, 15, 17A, 19, 22, 25, 26, 28, 31, and 33. Average Arsenic detected in groundwater was 1.86 ppb. The calculated average after treatment and blending was 0.08 ppb.
- **Gross Alpha Particle Activity (gross alpha):** It is a measure of the total amount of radioactivity in a water sample attributable to the radioactive decay of alpha-emitting elements. It naturally occurs in groundwater due to erosion. The MCLG is zero and the MCL is 15 picocuries per liter (pCi/L). Gross alpha was detected in the local groundwater: Wells 7A, 8A, 17A, 19, 22, 25, 26, 27, 31, and 33. Average gross alpha detected was 11.6 pCi/L. The calculated average after treatment and blending was 0.140 pCi/L.
- **Coliform Bacteria:** It includes a large group of many types of bacteria that occur throughout the environment and in feces of all warm-blooded animals and humans. Most types of coliform bacteria are harmless to humans, but some can cause mild illnesses and a few can lead to serious waterborne diseases. Coliform bacteria are often referred to as “indicator organisms” because they indicate the potential presence of disease-causing bacteria in water. The MCLG is zero and the MCL is 5% of the samples collected monthly. The City collects between 120 and 150 routine coliform bacteria samples every month. During 2019, no more than 1% of these samples were positive in a month. During 2020, no more than 0% of these samples were positive in a month. During 2021, no more than 0% of these samples were positive in a month.
- **Hexavalent Chromium:** Hexavalent chromium is a toxic form of the element chromium. Hexavalent chromium compounds are man-made and widely used in many different industries. The PHG for Hexavalent chromium is 0.02 ppb, there is currently no MCL set. Hexavalent Chromium was detected above the PHG in the local groundwater: Wells 7A, 8A, 9A, 11A, 12A, 14, 15, 17A, 19, 22, 25, 26, 27, 28, 31, and 33. Average hexavalent chromium detected in groundwater was 0.75 ppb. The calculated average after treatment and blending was 0.074 ppb.
- **Perchlorate:** Perchlorate is a chemical that can occur naturally in the environment and also may be released by fireworks, improper handling or disposal of rocket fuel, and various industrial processes. The PHG for Perchlorate is 1 ppb, the MCL is 6 ppb. Perchlorate was detected above the PHG in the local groundwater: Wells 7A, 8A, 9A, 11A, 12A, 14, 17A, 19, 22, 25, 27, 28, 31, 33. Average Perchlorate detected in groundwater was 5.5 ppb. The calculated average after treatment and blending was 0.80 ppb.
- **Uranium:** Uranium is a radioactive compound that naturally occurs in varying amounts in the earth’s crust. The PHG for Uranium is 0.43pCi/L, the CA MCL is 20 pCi/L. Uranium was detected above the PHG in the local groundwater: Wells 7A, 8A, 12A, 15, 17A, 19, 22, 25, 26, 27, 28, 31, 29, and 33. Average Uranium detected in groundwater was 9.7 pCi/L. The calculated average after treatment and blending was 0.2921 pCi/L.

#### 4. Numerical Public Health Risks

Section 116470(b)(2) of the Health and Safety Code requires disclosure of the numerical public health risk determined by the OEHHA associated with the maximum contaminant levels, action levels, public health goals, and maximum contaminant level goals.

- **Arsenic:** The OEHHA has determined that the health risk associated with the PHG is one excess case of cancer in a million people and the risk associated with the MCL is 2.5 excess cases of cancer in 1,000 people exposed for a 70-year lifetime.
- **Gross Alpha Particle Activity (gross alpha):** The USEPA has determined that the health risk associated with the MCLG is zero and the risk associated with the MCL is one excess case of cancer in 1,000 people over a lifetime exposure.
- **Coliform Bacteria:** Coliform is only a surrogate indicator of the potential presence of pathogens; it is not possible to state a specific numerical health risk. While USEPA normally sets MCLGs “at a level where no known or anticipated adverse effects on persons would occur,” they indicate that they cannot do so with coliforms. The reason for the coliform drinking water standard is to minimize the possibility of the water containing pathogens which are organisms that cause waterborne disease.
- **Hexavalent Chromium:** The California Department of Public Health and USEPA have determined that Chromium Six is a health concern at certain levels of exposure. The category of health risk associated with Chromium Six is that continued exposure to Chromium Six could result in allergic dermatitis (skin reactions) and has been found to cause gastrointestinal tumors in rats and mice. The numerical health risk for cancer attached to levels above the PHG is  $1 \times 10^{-6}$  which means one excess cancer case per million people exposed.
- **Perchlorate:** Perchlorate is a chemical that can occur naturally in the environment and also may be released by fireworks, improper handling or disposal of rocket fuel, and various industrial processes. Perchlorate is known to block the thyroid’s ability to take in and process iodide, which is a nutrient essential to brain development, growth, heart function, and other systems.
- **Uranium:** Uranium is a radioactive compound that naturally occurs in varying amounts in the earth’s crust. People who drink water containing uranium in excess of the MCL over many years may have kidney problems or an increased risk of getting cancer. The cancer risk associated with drinking water with uranium greater than the MCL of 20 pCi/L is  $5 \times 10^{-5}$ , or five surplus cancer cases per hundred thousand people who drink water in excess of the MCL over a lifetime. The cancer risk for uranium at the PHG of 0.43 pCi/L is  $1 \times 10^{-6}$ , or one surplus cancer case per million people drinking water in excess of the PHG over a lifetime.

## 5. Identification of Risk Categories

Section 116470(b)(3) of the Health and Safety Code requires identification of the category of risk to public health associated with exposure to the contaminant in drinking water.

## 6. Description and Cost of Best Available Technology.

Section 116470(b)(4) of the Health and Safety Code requires a description of the best available technology to remove or reduce the concentrations of the contaminants identified in this report as exceeding the set parameters. Section 116470(b)(5) of the Health and Safety Code requires an estimate of the additional cost and additional cost per customer if utilizing the best available technology to reduce the concentration of a contaminant to a level at or below the PHG or the MCLG. Both the USEPA and DDW adopt best available technologies, BATs, which are the best-known methods for reducing contaminant levels to the MCL. Many MCLGs and PHGs are set to a numerical value far below the respective Detection Limit for Purposes of Reporting (DLRs). This makes it difficult to know if a constituent was actually lowered to zero.

The Best Available Technology (BAT) to lower the level of arsenic, gross alpha, hexavalent chromium, and uranium below the PHG is reverse osmosis (RO). Current levels are already below the MCL; reverse osmosis is one option in trying to lower the levels even further to below the PHG. Cost estimating guides from the Association of California Water Agencies (ACWA) guidance report were used in determining the estimated cost to implement additional RO. Please note cost estimates are theoretical. According to the cost estimates, provided by ACWA, to install and operate an RO system it would cost anywhere between \$2.25 - \$4.75 per 1,000 gallons of water treated. The estimated annualized capital, operation, and maintenance costs for the City to install, run, and maintain would range from \$23.7 million/year to \$50 million/year. The cost per customer connection would range from \$542 to \$1,144 per year.

The Best Available Technology (BAT) to lower the level of Perchlorate below the PHG is Ion Exchange (IE). Current levels are already below the MCL; ion exchange is one option in trying to lower the levels even further to below the PHG. Cost estimating guides from the Association of California Water Agencies (ACWA) guidance report were used in determining the estimated cost to implement additional IE. Please note cost estimates are theoretical. According to the cost estimates, provided by ACWA, to install and operate an RO system it would cost anywhere between \$0.73- \$0.97 per 1,000 gallons of water treated. The estimated annualized capital, operation, and maintenance costs for the City to install, run, and maintain would range from \$7.7 million/year to \$10.2 million/year. The cost per customer connection would range from \$176 to \$234 per year.

The BAT for inactivating coliform bacteria in drinking water as determined by the State is the protection of wells from coliform contamination, maintenance of a disinfectant residual throughout the distribution system, proper maintenance of the distribution system, and filtration and/or disinfection of surface and groundwater. The City already disinfects all water served to the public. The City adds chloramines, and maintains a chloramine residual, to the distribution system used to deliver

drinking water to ensure the water is microbiologically safe. The chloramine residual levels are carefully controlled to provide the best health protection without causing the water to have undesirable taste and odor or increasing the Disinfection By Product (DBPs) levels. Other equally important measures that have been implemented include: an effective cross-connection control program, an effective monitoring program, a successful tank cycling program, routine dead-end flushing program, and maintaining positive pressure in our distribution system.

## **7. Recommendations for Further Action:**

Section 116470(b)(6) of the Health and Safety Code requires a brief description of any actions the water purveyor intends to take to reduce the concentration of the contaminant and the basis for that decision. The drinking water quality for the City of Corona meets all drinking water standards set to protect public health. To further reduce the levels of the constituents identified in this report that are already significantly below the health-based Maximum Contaminant Levels established to provide "safe drinking water", additional costly treatment processes would be required. The effectiveness of the treatment processes to provide any significant reductions in constituent levels at these already low values is uncertain. The health protection benefits of these further hypothetical reductions are not at all clear and may not be quantifiable. Therefore, no action is proposed.

## 2022 PUBLIC HEALTH GOAL REPORT

### City of Corona Utilities Department

Table 1

PARAMETER	UNITS OF MEASUREMENT	PHG OR (MCLG)	MCL	CONCENTRATION		CATEGORY OF RISK	CANCER RISK AT PHG or MCLG	CANCER RISK AT MCL	BEST AVAILABLE TECHNOLOGIES
				Average	Range				
Arsenic	ppb	0.004	10	1.86	ND – 4.3	C	one per million	2.5 per thousand	AA,C/F,IE,LS,RO
Gross Alpha Particle Activity	pCi/L	0	15	11.6	3.1-19.3	C	zero	one per thousand	RO
Total Coliform	% samples positive	0	5	0.33	0-1	NA	NA	NA	RO
Hexavalent Chromium	µg/L	0.02	none	0.75	.029-3.35	C	one per million	NA	C/F, IE, RO
Perchlorate	ug/L	1	6	5.50	1.9-9.1	NA	NA	NA	IE
Uranium	pCi/L	0.43	20	9.7	0.84-20.5	C	one per million	one per hundred thousand	C/F, IE, RO, LS

Table 2

PARAMETER	TREATMENT TECHNOLOGY	Annualized Capital and O&M Costs		Additional Costs per Connection per Year	
		Ranges		Ranges	
Arsenic	RO	\$23,724,923	\$50,085,948	\$542	\$1,144
Gross Alpha Particle Activity	RO	\$23,724,923	\$50,085,948	\$542	\$1,144
Hexavalent Chromium	RO	\$23,724,923	\$50,085,948	\$542	\$1,144
Perchlorate	IE	\$7,697,419	\$10,228,078	\$176	\$234
Uranium	RO	\$23,724,923	\$50,085,948	\$542	\$1,144

#### RISK CATEGORIES

C (Carcinogen): A substance that is capable of producing cancer

#### ABBREVIATION

PHG: Public Health Goal

MCL: Maximum Contaminant Level

MCLG: Maximum Contaminant Level Goal

µg/L: Micrograms per liter

pCi/L: picoCuries per liter

ND: No Detection

#### TREATMENT TECHNOLOGIES

AA: Activated Carbon

C/F: Coagulation/Filtration

IE: Ion Exchange

LS: Lime Softening

RO: Reverse Osmosis

# City of Corona, CA

## Quarterly Budget Update - Quarter 4, FY 2022

August 3, 2022

Quarter 4, Fiscal Year 2022

### Overview

City management is pleased to present this quarterly update summarizing the City's overall budget activity through Quarter 4 (June 30, 2022) for Fiscal Year (FY) 2022. The City's fiscal year is July 1 through June 30. The FY 2022 year-end closing and audit is in progress and the figures presented here may change through that process. For audited information, or to find greater detail, please refer to the City's Annual Comprehensive Financial Report (ACFR), which is released by December 31st following the end of the fiscal year.

**Budget Adjustments and Revenue Estimates.** The revenue projections and budget expenditures presented in this update include budget adjustments approved by the City Council, updated revenue projections from Mid-Year and other activity, continuing appropriations, and prior year encumbrances.

### General Fund

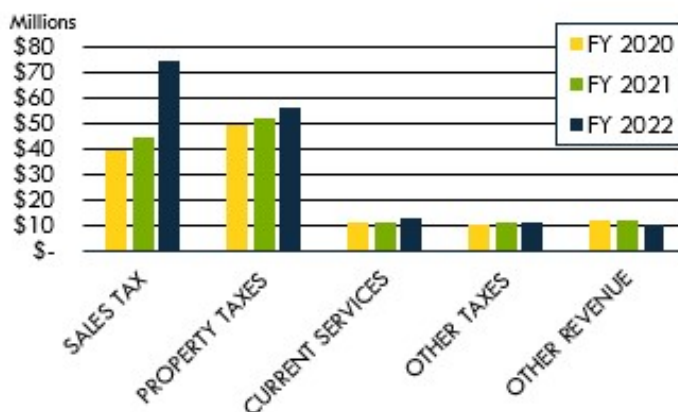
**General Fund Financial Condition.** The City's General Fund is its primary source of discretionary resources that funds many of the services provided to the citizens of the City of Corona. For reporting purposes, the General Fund is actually a combination of the General Fund, Measure X Fund, Historic Civic Center Fund, and the Pension Stabilization Trust Fund.

The General Fund inflows (revenue and transfers in) for FY 2022 are currently estimated at \$413.0 million. The City has received or recorded 97.1% of the estimated General Fund inflows, through the end of Quarter 4 (at the time this information was prepared). Overall, inflows are up by 167.5% when compared to the same quarter of FY 2021. This increase is largely due to the proceeds from long term obligations (primarily pension obligation bonds). Accruals and other year-end entries, through the annual fiscal audit process, will revise the final figures for FY 2022.

As of Quarter 4 of FY 2022, the General Fund has expended 90.4% of its cumulative budget. The current savings is primarily due to capital improvement projects which will take multiple years to complete. In



**General Fund Revenues  
Top 5 Revenues Compared, Quarter 4**



addition, personnel vacancies contribute to the current savings.

As the COVID-19 pandemic continues to be an ongoing item and area of concern, staff will closely monitor and recommend revised revenue estimates and expenditure adjustments throughout the fiscal year, as necessary.

### General Fund Inflows

**Top Five Revenues.** The City's top five General Fund revenue categories account for approximately 91.9% of the total estimated General Fund inflows for FY 2022. Focusing on these sources can provide a useful understanding of the City's income position. Details of the categories will be described on the following pages.

The bar graph above illustrates the performance of the top five revenues as compared to the same quarter of the prior two fiscal years.

# City of Corona, CA

## Quarterly Budget Update - Quarter 4, FY 2022

August 3, 2022

Quarter 4, Fiscal Year 2022

### General Fund Inflows - Revenues + Transfers In Quarter 4, FY 2021 to FY 2022

General Fund Revenue Category	Through Q4 FY 2021	Through Q4 FY 2022	% Change
Sales Tax	\$ 44,752,843	\$ 44,737,325	0.0%
Measure X	-	29,874,957	NA
Property Tax	52,583,004	56,836,148	8.1%
Other Revenue	12,604,126	10,442,256	-17.2%
Current Services	11,461,452	12,754,069	11.3%
Other Taxes	11,213,308	11,684,989	4.2%
Payments in Lieu of Services	5,630,255	4,530,002	-19.5%
Intergovernmental Revenues	5,578,330	2,688,039	-51.8%
Licenses, Fees & Permits	2,666,520	2,521,457	-5.4%
Fines, Penalties & Forfeitures	790,144	1,033,090	30.7%
Special Assessments	465,761	560,737	20.4%
Investment Earnings	959,706	510,190	-46.8%
Proceeds from Long Term Oblig.	-	221,996,682	NA
Total Revenues	\$ 148,705,450	\$ 400,169,942	169.1%
Transfers In	1,159,890	688,849	-40.6%
Total Inflows	\$ 149,865,340	\$ 400,858,791	167.5%

**Sales Tax.** The Sales Tax category includes the City's portion of sales tax, Measure X, Prop. 172 sales tax, and the allowance for sales tax agreements. As of Quarter 4, the total received is \$74.6 million. At the time this information was prepared, the revenues are up by 66.7% as compared to the prior year. If you are interested in additional details for Sales Tax, please watch the video of the July 13, 2022 Committee of the Whole. A quarterly presentation was provided by the City's sales tax consultant, HDL Companies.

**Property Tax.** At the end of Quarter 4, property tax is the second largest General Fund revenue category. The total in the property tax category at the end of Quarter 4 is \$56.8 million, which is an increase of +8.1%, or \$4.3 million, over last fiscal year. The increases are in secured property tax, secured/unsecured prior year taxes, and property transfer tax. The majority of property tax revenues are recorded as revenue, and booked as a receivable, once the annual report is received from the County of Riverside (generally November/December). Year-end adjustments 'true-up' the amounts to the actual cash received. Once the year-end reports are received from the County of Riverside, property tax revenues will be finalized as part of the year-end process.

**Current Services.** At the end of Quarter 4, a total of \$12.8 million has been received in the Current Ser-

vices category. Items in this revenue group include plan check fees, engineering and inspection fees, recreation revenues, and the Emergency Medical Services Program. Current Services are up 11.3%, or \$1.3 million as compared to Quarter 4 of FY 2021.

When comparing to the prior fiscal year, there is a decrease of \$0.7 million for the cannabis program. This is due to refunds for cannabis permits as the review/approval process moves forward. There is an increase of \$1.0 million for recreation revenues, largely due to the after school program and contract classes. Increased activity is also included for engineering and inspection revenues of \$0.3 million, passport revenues of \$0.3 million, and plan check revenues of \$0.2 million

**Other Revenues.** The Other Revenues category is the fifth largest category at the end of the Quarter 4. Activity in this revenue group includes Rental/Lease Income, Development Agreements, Telecommunication Site Rentals, and Billboard Revenues. At the end of Quarter 4, the total received is \$10.4 million. Overall, the Other Revenues category is down by -17.2%, or \$2.2 million, as compared to the same quarter in FY 2021. The decreases are from miscellaneous rental/lease income, development agreements, and miscellaneous income/refunds.

**Other Taxes.** At the end of Quarter 4, a total of \$11.7 million has been received in the Other Taxes category. Items in this category include Franchise Fees, Transient Occupancy Taxes (TOT), and Business Licenses Taxes. Through the end of Quarter 4, revenues are up 4.2% as compared to FY 2021.

At the time this information was prepared, TOT receipts are more than FY 2021 activity by \$0.5 million. Franchise fees are currently up by \$0.3 million. Business License Taxes are currently down by -\$0.3 million.



# City of Corona, CA

## Quarterly Budget Update - Quarter 4, FY 2022

August 3, 2022

Quarter 4, Fiscal Year 2022

**Investment Earnings.** This category is not one of the five largest as of Quarter 4, FY 2022. However, there is a significant difference when compared to the prior year that needs to be explained.

Interest on Investments and Other Interest Income are down by -\$449,516 when compared to Quarter 4 of FY 2021. The biggest driving factor in this category's decrease is because of how the City must report the unrealized gains/losses from investments. These are book entries and not actual cash.

**Intergovernmental Revenues.** Another category that is not in the top five, but has a large variance, -\$2.9 million, is Intergovernmental Revenues. In FY 2022, there is a decrease of \$2.0 million from one-time CARES Act funding that the City received in FY 2021 as a sub-recipient of the State of California's allocation. When compared to FY 2021, there is also a decrease of -\$0.5 million in Fire Mutual Aid Reimbursement for fire response activity that is reimbursed by the State. Additionally, there is a decrease of -\$0.2 million for the abandoned vehicle abatement activity. The abandoned vehicle abatement program has been moved to a separate fund in FY 2022.

### General Fund Inflows - Revenues + Transfers In Revised Mid-Year Est. to Actuals Quarter 4, FY 2022

Rev. June 2022

General Fund Revenue Category	Projected FY 2022	Through Q4 FY 2022	% Received
Sales Tax	\$ 48,688,911	\$ 44,737,325	91.9%
Measure X	37,327,812	29,874,957	80.0%
Property Tax	53,681,000	56,836,148	105.9%
Other Revenue	11,548,733	10,442,256	90.4%
Current Services	11,399,773	12,754,069	111.9%
Other Taxes	11,613,000	11,684,989	100.6%
Payments in Lieu of Services	6,086,383	4,530,002	74.4%
Intergovernmental Revenues	3,329,943	2,688,039	80.7%
Licenses, Fees & Permits	2,087,500	2,521,457	120.8%
Fines, Penalties & Forfeitures	839,472	1,033,090	123.1%
Special Assessments	570,746	560,737	98.2%
Investment Earnings	2,485,306	510,190	20.5%
Proceeds from Long Term Oblig.	222,013,459	221,996,682	100.0%
Total Revenues	\$ 411,672,038	\$ 400,169,942	97.2%
Transfers In	1,281,600	688,849	53.7%
Total Inflows	\$ 412,953,638	\$ 400,858,791	97.1%

### General Fund Expenditures

Through Quarter 4, the City has spent \$378.0 million, or 90.4% of the budget. However, year-end entries, including accruals, are still in process and will change the final figures. At this point in the fiscal year, expenditures should be approximately 100% of budget. The largest expenditure category for the General Fund is Personnel Services.

### General Fund Outflows Expenditures + Transfers Out Quarter 4, FY 2021 to FY 2022

General Fund Expenditures By Category	Through Q4 FY 2021	Through Q4 FY 2022	% Change
Contractual	11,354,844	11,312,869	-0.4%
Materials and Supplies	33,740,444	46,274,893	37.1%
Other Sources	333,201	526,625	58.1%
Personnel Services (Other)	85,844,190	90,316,943	5.2%
PERS Unfunded Liability (UAL)	15,455,261	225,102,457	1356.5%
PERS Addl UAL Payment	4,000,000	-	-100.0%
Utilities	3,396,323	4,002,329	17.8%
Total Expenditures	\$ 154,124,263	\$ 377,536,117	145.0%
Transfers Out	54,021	441,557	717.4%
Total Outflows	\$ 154,178,284	\$ 377,977,674	145.2%

**Personnel Services.** In the PERS unfunded liability line items, there is a net increase of \$205.6 million when compared to the prior year. This is due to the following factors:

- In FY 2021, the City made an additional contribution of \$4.0 million towards the unfunded liability.
- In FY 2021, the City made the full annual unfunded liability contribution in July 2020. This action provided the City with cash savings of approximately 3%. The City did not exercise the prepayment option in FY 2022 as the City was preparing to issue pension obligation bonds.
- The pension obligation bonds were issued in October 2021. For the accounting of the bond issuance, the full amount has to be recorded as an expense, which is offset by the revenue received for bond proceeds (governmental fund, modified accrual basis). This is a one-time item when bonds are issued. For the remainder of FY 2022 and the life of the bonds, the debt service payments will move from the personnel category to materials and supplies.

The Personnel Services (Other) is an increase of \$4.5

# City of Corona, CA

## Quarterly Budget Update - Quarter 4, FY 2022

August 3, 2022

Quarter 4, Fiscal Year 2022

million, or 5.2%, as compared to the same quarter last fiscal year. The changes are based on updated MOU contracts approved for the various groups. The Corona Firefighters Association agreement was approved on December 15, 2021, the Corona Supervisors Association was approved on March 16, 2022, and all the remaining groups (Executive, Management/Confidential, Corona Public Service Employees Association, Corona Police Employees Association, and Corona Police Supervisors Association) were approved on March 2, 2022. The approved agreements are good through December 2024.

**Materials and Supplies.** The Materials and Supplies category is up by +\$12.5 million when compared to Quarter 4 of FY 2021. This is largely due to debt service on the pension obligation bonds of \$13.8 million and associated interest payments of \$2.2 million. There is a decrease of \$4.0 million for one-time vehicle purchases made in FY 2021.

### General Fund Outflows Expenditures + Transfers Out Budget to Actuals, Quarter 4, FY 2022

General Fund Expenditures By Department	Cumulative Budget FY 2022	Through Q4 FY 2022	% Spent
Capital Improvement Projects	\$ 29,626,565	\$ 7,807,602	26.4%
City Manager's Office	5,391,024	3,509,122	65.1%
Community Services	6,449,006	4,890,265	75.8%
Debt Service	242,207,922	242,207,646	100.0%
Economic Development	1,507,061	1,276,948	84.7%
Elected Officials	146,308	125,779	86.0%
Finance	10,909,158	9,643,526	88.4%
Fire	30,551,285	28,502,846	93.3%
General Government	23,930,962	19,050,743	79.6%
Human Resources	2,417,745	1,805,033	74.7%
Legal & Risk Management	1,697,972	1,565,333	92.2%
Maintenance Services	5,507,028	4,498,001	81.7%
Planning & Development	5,755,308	4,874,455	84.7%
Police	47,486,242	44,839,170	94.4%
Public Works	3,962,864	2,939,650	74.2%
Total Expenditures	\$ 417,546,451	\$ 377,536,117	90.4%
Transfers Out	441,557	441,557	100.0%
Total Outflows	\$ 417,988,008	\$ 377,977,674	90.4%

**General Fund Expenditures by Department.** Through June 30, 2022, approximately 100% of the fiscal year is complete (approximately, as not all year-end entries are complete). Departments with a variance of greater than 10% are explained in the following section. As mentioned in previous sections, through year-end entries and accruals, the amounts and comments below will change.

- **Capital Improvement Projects.** This budget does not follow the normal trends as these are multi-year projects. Any unspent encumbrances (purchase orders) or remaining balance carries forward to the next fiscal year to continue the project activities.
- **City Manager's Office.** The City Manager's Office currently has savings related to vacancies. There is also savings in contractual services primarily related to the Homeless Program. Those operating savings from the Homeless Program are on the August 3rd agenda for City Council approval to carry forward into FY 2023.
- **Community Services.** In the Community Services Department, the primary savings is in the personnel budget due to vacancies and program cancellations throughout the year, directly related to the COVID-19 pandemic. In the park maintenance division, there is a current savings due to mowing/landscape contract payments. This is a timing issue with lagging invoices which will be resolved by fiscal year-end.
- **Economic Development.** There is currently a savings in personnel due to vacancies, subscription costs, and computer equipment/software.
- **Elected Officials.** The savings in this group is from conference, training, and travel, contractual services, and promotional/public outreach costs.
- **Finance.** The primary savings in Finance is related to vacant positions. In addition, there is a savings in contractual services.
- **General Government.** The current savings is due to insurance premiums and cost allocation charges which are completed through the year-end process.
- **Human Resources.** The Human Resources Department has approximately \$0.4 million in per-

# City of Corona, CA

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sonnel savings, related to vacancies. There is also approximately \$0.2 million savings in the operating budget in the contractual and materials/supplies category.

- **Maintenance Services.** The Maintenance Services Department currently has savings of approximately \$0.2 million related to vacancies, \$0.4 million due to contractual service items, and \$0.4 million due to materials and supplies.
- **Planning & Development.** The savings in the Planning & Development department is from vacant positions.
- **Public Works.** The Public Works Department currently has a savings of approximately \$1.0 million. Of that amount, \$0.5 million is related to personnel vacancies. The remaining \$0.5 million is in the contractual and materials/supplies categories.

### General Fund Reserves

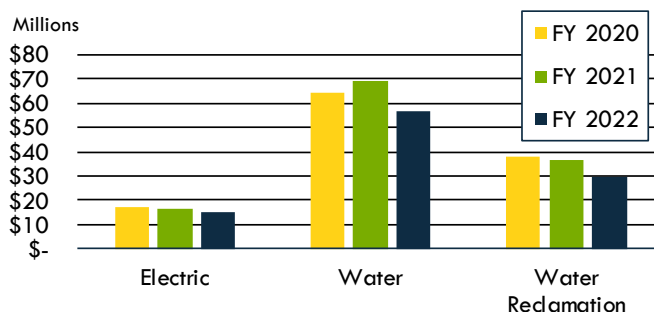
The General Fund has multiple reserves in fund balance for various purposes. For the full list, please reference the City's financial statements (Note 14 for Fiscal Year Ending June 30, 2021, page 112). This quarterly update will highlight three of those reserves. Noted below are the audited FY 2021 amounts, which total \$80.1 million. This represents an increase of \$3.2 million over the FY 2020 reserves. Adjustments made during FY 2022 have been noted below with the revised totals.

FY 2022 Adjustments	Emergency Contingency	Budget Balancing	Pension Stabilization	Total of Noted Reserves
June 30, 2021	\$ 36,522,368	\$ 43,614,486	\$ -	\$ 80,136,855
Pension Stabilization Trust		(30,000,000)	30,000,000	-
Property Acquisition		(5,103,760)		(5,103,760)
POB Debt Service		(4,588,677)		(4,588,677)
<b>Adjusted Totals</b>	<b>\$ 36,522,368</b>	<b>\$ 3,922,049</b>	<b>\$ 30,000,000</b>	<b>\$ 70,444,418</b>

### Enterprise Funds-Utilities

The City operates three utility services through the Utilities Department): electric, water, and water reclamation (sewer). Through the collection of fees and charges, these funds should collect revenues sufficient to finance the costs associated with administration, operations, capital improvement projects (CIP), and debt service.

### Enterprise Funds-Utilities Revenues Revenues Compared, Quarter 4 FY 2020 - FY 2021 - FY 2022



### Enterprise Funds-Utilities Revenues

As mentioned in previous sections, there are pending accruals and other entries that will be made through the year-end process that will change the figures presented in this report.

### Enterprise Funds-Utilities Inflows - Revenues + Transfers In Quarter 4, FY 2021 to FY 2022

Enterprise Funds Fund Type	Through Q4 FY 2021	Through Q4 FY 2022	% Change
Electric	\$ 16,601,389	\$ 16,055,981	-3.3%
Water	69,052,355	62,522,539	-9.5%
Water Reclamation	36,830,491	32,218,388	-12.5%
<b>Total Revenues</b>	<b>\$ 122,484,235</b>	<b>\$ 110,796,908</b>	<b>-9.5%</b>
Transfers In - Electric	79	-	N/A
Transfers In - Water	51,708	-	N/A
Transfers In - Wtr Rclm	1,116	-	N/A
<b>Total Inflows</b>	<b>\$ 122,537,138</b>	<b>\$ 110,796,908</b>	<b>-9.6%</b>

**Electric.** Through Quarter 4, 93.8% of Year-End projected revenues have been received. Comparing Quarter 4 FY 2022 revenues to FY 2021 revenues, there is a decrease of -3.3%, or -\$0.5 million.

There is currently a decrease of -\$0.6 million in Utility Service Charges. There is also a decrease of -\$0.2 million in the Investment Earnings category because of how the City must report the unrealized gains/losses from investments. These are book entries and not actual cash. There is also an increase of \$0.2 million in the intergovernmental revenues category.

# City of Corona, CA

## Quarterly Budget Update - Quarter 4, FY 2022

August 3, 2022

Quarter 4, Fiscal Year 2022

### Enterprise Funds-Utilities Inflows - Revenues + Transfers In Rev. Mid-Year Est. to Actuals, Quarter 4, FY 2022

Enterprise Funds Fund Type	Projected FY 2022	Through Q4 FY 2022	% Received
Electric	\$ 17,108,860	\$ 16,055,981	93.8%
Water	70,791,931	62,522,539	88.3%
Water Reclamation	35,583,216	32,218,388	90.5%
Total Revenues	\$ 123,484,007	\$ 110,796,908	89.7%
Transfers In - Electric	-	-	N/A
Transfers In - Water	-	-	N/A
Transfers In - Wtr Rclm	-	-	N/A
Total Inflows	\$ 123,484,007	\$ 110,796,908	89.7%

**Water.** Through the fourth quarter of FY 2022, 88.3% of Year-End estimated revenues have been received. Comparing Quarter 4 revenues to FY 2021, FY 2022 revenues are lower by -9.5%, or -\$6.5 million. There is a decrease of -\$2.4 million in the Water Capacity Fund which is for development related activities.

There is also a net decrease of -\$5.0 million in the Water Utility Fund. Within that amount, there is currently a decrease of -\$2.4 million in utility service charges. Investment earnings are currently down by -\$0.3 million, largely due to book entries for gains/losses on investments. In addition, there is a decrease of -\$2.4 million in fees & permits. There is an increase of \$1.4 million in water utility grants.

**Water Reclamation.** Through Quarter 4, 90.5% of Year-End projected revenues have been received. As compared to Quarter 4 of FY 2021, this is a decrease of -12.5%, or \$4.6 million. There is a decrease of -\$1.0 million in the Water Reclamation Capacity Fund which is for development related activities. In the Water Reclamation Utility Fund there is a decrease of -\$0.9 million for Investment Earnings (book entries for unrealized gains/losses). There is an additional decrease of -\$1.8 million for utility service charges. The fees and permits category is also declining by -\$1.8 million. There is an increase of \$0.9 million in water reclamation grant revenues.

### Enterprise Funds-Utilities Outflows

When comparing the total of utility outflows, Quarter 4 of FY 2022 to FY 2021, outflows are up by 33.5% or \$35.5 million.

### Enterprise Funds-Utilities Outflows - Expenditures + Transfers Out Quarter 4, FY 2021 to FY 2022

Enterprise Funds Expenditures By Category	Through Q4 FY 2021	Through Q4 FY 2022	% Change
<b>Electric</b>			
Contractual	\$ 307,400	\$ 641,680	108.7%
Depreciation	444,060	TBD	TBD
Materials and Supplies	2,676,114	2,293,418	-14.3%
Personnel Services (Other)	1,790,413	1,540,577	-14.0%
PERS Unfunded Liability (UAL)	388,648	4,956,850	1175.4%
Utilities	9,031,636	8,776,871	-2.8%
Electric Total	14,638,272	18,209,396	24.4%
<b>Water</b>			
Contractual	\$ 3,722,155	\$ 10,297,782	176.7%
Depreciation	8,631,872	TBD	TBD
Materials and Supplies	36,281,207	34,246,372	-5.6%
Personnel Services (Other)	6,421,688	7,745,491	20.6%
PERS Unfunded Liability (UAL)	1,930,211	22,147,229	1047.4%
Utilities	5,797,380	5,714,750	-1.4%
Water Total	62,784,514	80,151,624	27.7%
<b>Water Reclamation</b>			
Contractual	\$ 1,294,989	\$ 5,896,815	355.4%
Depreciation	5,214,530	TBD	TBD
Materials and Supplies	14,153,691	17,732,264	25.3%
Personnel Services (Other)	3,969,209	4,834,802	21.8%
PERS Unfunded Liability (UAL)	1,110,525	12,433,171	1019.6%
Utilities	2,242,071	2,172,945	-3.1%
Water Reclamation Total	27,985,015	43,069,996	53.9%
Transfers Out - Electric	-	-	N/A
Transfers Out - Water	-	-	N/A
Transfers Out - Water Rclm	495,816	-	N/A
Grand Total	\$ 105,903,616	\$ 141,431,016	33.5%

**Personnel Services - all utilities.** In the PERS unfunded liability line items, there is a significant increase when compared to the prior year. This is due to the following factors:

- In FY 2021, the City made the full annual unfunded liability contribution in July 2020. This action provided the City with cash savings of approximately 3%. The City did not exercise the prepayment option in FY 2022 as the City was preparing to issue pension obligation bonds.

# City of Corona, CA

## Quarterly Budget Update - Quarter 4, FY 2022

August 3, 2022

Quarter 4, Fiscal Year 2022

- The pension obligation bonds were issued in October 2021. In the enterprise funds, the issuance of the bonds have to be recognized in the current fiscal year as an expense, with the offsetting entries long term receivables (proprietary fund, full accrual accounting). For the remainder of FY 2022 and the life of the bonds, the debt service payments will move from the personnel category to materials and supplies.

The Personnel Services (Other) is an increase of \$1.9 million (combined) as compared to the same quarter last fiscal year. The changes are based on updated MOU contracts approved for the various groups. The Corona Supervisors Association was approved on March 16, 2022, and all the remaining groups (Executive, Management/Confidential, and Corona Public Service Employees Association) were approved on March 2, 2022. The approved agreements are good through December 2024.

**Electric.** Overall, the Electric utility expenditures through Quarter 4 are up by 24.4%, or \$3.6 million, when compared to the prior fiscal year. Excluding the pension obligation bond items, there is a net decrease of -\$1.0 million, or -7.0%. At Quarter 4, the capital improvement project expenditures equate to 35.5% of the cumulative budget. The operating expenditures total 85.7% of the cumulative FY 2022 operating budget.

**Water.** Overall, the Water utility expenditures are up by 27.7% or \$17.4 million, when compared to the prior fiscal year. Excluding the pension obligation bond items, there is a net decrease of -\$2.8 million, or -4.7%. At Quarter 4, the capital improvement project expenditures equate to 28.6% of the cumulative budget. The operating expenditures total 87.2% of the cumulative FY 2022 budget.

**Water Reclamation.** The Water Reclamation utility expenditures are up by +\$15.1 million, or +53.9%, when compared to the prior fiscal year. Excluding the change for the pension obligation bonds, the Water Reclamation utility expenditures are up by +14.0%, or +\$3.8 million. There is an increase of \$3.6 million

in materials and supplies (capital projects and pension obligation bonds) and +\$4.6 million in capital contractual expenditures (capital projects). At the end of Quarter 4, the capital improvement project expenditures total 18.6% of the cumulative budget. The combined operating budget expenditures total 83.1% of the cumulative FY 2022 budget.

### Enterprise Funds-Utilities Outflows Expenditures + Transfers Out Budget to Actuals, Quarter 4, FY 2022

Enterprise Funds Expenditures By Department	Cumulative Budget FY 2022	Through Q4 FY 2022	% Spent
<b>Electric</b>			
Capital Improvement Projects	\$ 1,783,216	\$ 632,349	35.5%
Debt Service	5,232,993	5,232,993	100.0%
Finance	518	518	100.0%
Public Works	172,513	117,256	68.0%
Utilities Department	15,107,719	12,226,279	80.9%
<b>Electric Total</b>	<b>22,296,959</b>	<b>18,209,396</b>	<b>81.7%</b>
<b>Water</b>			
Capital Improvement Projects	\$ 40,945,699	\$ 11,730,779	28.6%
Debt Service	23,380,866	23,380,866	100.0%
Finance	1,553	1,553	100.0%
Public Works	803,874	548,638	68.2%
Utilities Department	54,240,070	44,489,788	82.0%
<b>Water Total</b>	<b>119,372,062</b>	<b>80,151,624</b>	<b>67.1%</b>
<b>Water Reclamation</b>			
Capital Improvement Projects	\$ 34,532,439	\$ 6,409,446	18.6%
City Manager's Office	3,050	1,780	58.3%
Debt Service	13,125,724	13,125,724	100.0%
Finance	3,107	3,107	100.0%
Public Works	601,382	361,263	60.1%
Utilities Department	30,401,573	23,168,676	76.2%
<b>Water Reclamation Total</b>	<b>78,667,275</b>	<b>43,069,996</b>	<b>54.7%</b>
Transfers Out - Electric	-	-	N/A
Transfers Out - Water	-	-	N/A
Transfers Out - Water Rclm	4,701,340	-	N/A
<b>Grand Total</b>	<b>\$ 225,037,636</b>	<b>\$ 141,431,016</b>	<b>62.8%</b>

### What do you think? We value your opinion.

Is there anything additional you would like to see in future reports? This will be an evolving process to capture the areas that are of most interest to the City Council and the community. We appreciate the feedback! Please share your ideas with the Budget staff at (951) 279-3500, or by emailing:

BudgetPrep@CoronaCA.gov or  
Julie.Kennicutt@CoronaCA.gov.

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>110</b>	<b>GENERAL FUND</b>						
<b>00</b>	<b>NOT APPLICABLE</b>						
	<b>SALARIES-BENEFITS</b>						
41100	PERMANENT EMPLOYEES	0.00	1,126.08	6,457.13	0.00	(6,457.13)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	110.25	0.00	(110.25)	0.00
41300	OVERTIME	0.00	144.03	3,679.60	0.00	(3,679.60)	0.00
41320	COMP TIME	0.00	0.00	195.08	0.00	(195.08)	0.00
41600	LONGEVITY	0.00	17.30	87.46	0.00	(87.46)	0.00
41910	PERS-NORMAL	0.00	130.23	745.41	0.00	(745.41)	0.00
41920	MEDICARE	0.00	36.07	304.07	0.00	(304.07)	0.00
41931	WORKERS COMP	0.00	22.54	129.19	0.00	(129.19)	0.00
41932	STATE UNEMPLOYMENT INSURANCE	0.00	0.64	5.24	0.00	(5.24)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>0.00</b>	<b>1,476.89</b>	<b>11,713.43</b>	<b>0.00</b>	<b>(11,713.43)</b>	<b>0.00</b>
	<b>SERVICES-SUPPLIES</b>						
40000	CIP & PROJECT EXPENSE	18,985,369.52	0.00	0.00	0.00	18,985,369.52	0.00
42020	MINOR EQUIPMENT & FURNITURE	0.00	(16,956.97)	19,144.25	27,318.47	(46,462.72)	0.00
42033	CONSTRUCTION MATERIALS	0.00	3,083.46	7,596.54	36,744.45	(44,340.99)	0.00
42055	COMPUTER EQUIPMENT &	188,187.45	35,532.79	36,590.00	264,295.95	(112,698.50)	159.88
42200	ADVERTISING EXPENSE	0.00	0.00	743.93	0.00	(743.93)	0.00
42300	WIRELESS COMMUNICATION	0.00	(1,218.41)	0.00	0.00	0.00	0.00
42305	PBLC SFTY RADIO COMMUNICATION	26,160.00	(583.43)	26,049.33	110.67	0.00	100.00
42320	POSTAGE & SHIPPING	0.00	(341.33)	13,030.00	0.00	(13,030.00)	0.00
42350	PROGRAM EXPENDITURES	0.00	0.00	50,978.34	0.00	(50,978.34)	0.00
42700	OTHER EQUIPMENT RENTAL	335.19	0.00	0.00	335.19	0.00	100.00
42800	EQUIPMENT MAINTENANCE	1,885.81	0.00	11,626.45	68,983.87	(78,724.51)	4,274.57
42813	MTCE & REPAIR - EQUIP & FAC	0.00	42,417.59	178,064.59	46,553.00	(224,617.59)	0.00
42900	PROF. & CONT. SVCS	598,017.41	32,914.13	389,819.14	966,482.36	(758,284.09)	226.79
43300	CONSTRUCTION CONTRACTS	191,767.42	0.00	641,972.75	1,012,685.29	(1,462,890.62)	862.84
43301	CAPITAL IMPROVEMENTS	2,350.00	154,331.92	404,882.28	33,612.35	(436,144.63)	18,659.34
43400	LEGAL SERVICES-SPECIAL COUNSEL	0.00	360.00	2,700.00	0.00	(2,700.00)	0.00
43500	BOOKS	0.00	0.00	4,583.73	0.00	(4,583.73)	0.00
43501	CHILDREN'S BOOKS	0.00	0.00	0.00	400.00	(400.00)	0.00
43715	REGULATORY PERMIT & USE FEES	0.00	0.00	51.14	0.00	(51.14)	0.00
43724	OUTSIDE SERVICES - LABOR	0.00	8,178.75	8,178.75	0.00	(8,178.75)	0.00
43727	INSPECTION	2,424.43	6,365.00	22,105.00	17,602.20	(37,282.77)	1,637.79
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>19,996,497.23</b>	<b>264,083.50</b>	<b>1,818,116.22</b>	<b>2,475,123.80</b>	<b>15,703,257.21</b>	<b>21.46</b>
	<b>CAPITAL OUTLAY</b>						
45100	LICENSED VEHICLES	0.00	0.00	168,312.50	30,911.56	(199,224.06)	0.00
45200	MACHINERY, EQUIPMENT, & FIXTUR	116,096.42	0.00	133,660.23	204,350.80	(221,914.61)	291.14
45400	LAND	0.00	0.00	5,102,844.78	0.00	(5,102,844.78)	0.00



		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
TOTAL FOR CAPITAL OUTLAY		116,096.42	0.00	5,404,817.51	235,262.36	(5,523,983.45)	4,858.09
TOTAL FOR NOT APPLICABLE		20,112,593.65	265,560.39	7,234,647.16	2,710,386.16	10,167,560.33	49.44
<b>10 CITY COUNCIL</b>							
SALARIES-BENEFITS							
41100	PERMANENT EMPLOYEES	48,000.00	4,000.00	48,000.00	0.00	0.00	100.00
41510	PST DEFERRED COMPENSATION	124.80	10.40	124.80	0.00	0.00	100.00
41910	PERS-NORMAL	4,373.76	364.48	4,373.76	0.00	0.00	100.00
41912	PERS-UNFUNDED	3,819.69	0.00	3,819.69	0.00	0.00	100.00
41920	MEDICARE	2,104.18	166.95	2,003.31	0.00	100.87	95.20
41931	WORKERS COMP	960.00	80.00	960.00	0.00	0.00	100.00
41940	HEALTH INSURANCE	34,811.04	(520.24)	31,313.22	0.00	3,497.82	89.95
41946	LIFE INSURANCE	330.00	27.60	331.20	0.00	(1.20)	100.36
TOTAL FOR SALARIES-BENEFITS		94,523.47	4,129.19	90,925.98	0.00	3,597.49	96.19
SERVICES-SUPPLIES							
42020	MINOR EQUIPMENT & FURNITURE	2,000.00	0.00	512.99	0.00	1,487.01	25.64
42220	PROMOTIONAL/PUBLIC OUTREACH	3,500.00	84.83	84.83	0.00	3,415.17	2.42
42300	WIRELESS COMMUNICATION	3,500.00	0.00	4,084.23	0.00	(584.23)	116.69
42320	POSTAGE & SHIPPING	100.00	4.52	66.32	0.00	33.68	66.32
42340	OFFICE SUPPLIES	850.00	0.00	405.84	0.00	444.16	47.74
42345	FIRST AID KIT SUPPLIES	50.00	0.00	0.00	0.00	50.00	0.00
42350	PROGRAM EXPENDITURES	7,000.00	0.00	7,821.73	0.00	(821.73)	111.73
42710	MILEAGE/VEHICLE EXP REIMB	500.00	0.00	0.00	0.00	500.00	0.00
42800	EQUIPMENT MAINTENANCE	500.00	0.00	4,164.12	0.00	(3,664.12)	832.82
42900	PROF. & CONT. SVCS	5,000.00	0.00	0.00	0.00	5,000.00	0.00
43100	MEMBERSHIP & DUES	1,650.00	0.00	100.00	0.00	1,550.00	6.06
43200	CONFERENCE, TRAINING & TRAVEL	12,000.00	40.00	2,478.31	0.00	9,521.69	20.65
TOTAL FOR SERVICES-SUPPLIES		36,650.00	129.35	19,718.37	0.00	16,931.63	53.80
TOTAL FOR CITY COUNCIL		131,173.47	4,258.54	110,644.35	0.00	20,529.12	84.34
<b>11 CITY MANAGER'S OFFICE</b>							
SALARIES-BENEFITS							
41100	PERMANENT EMPLOYEES	1,787,491.97	137,299.16	1,412,700.31	0.00	374,791.66	79.03
41103	OUT OF CLASS PAY	0.00	969.60	2,032.80	0.00	(2,032.80)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	118.55	0.00	(118.55)	0.00
41141	SP COMP-BILINGUAL	15,158.00	1,190.80	13,013.74	0.00	2,144.26	85.85
41200	TEMPORARY EMPLOYEES	84,718.76	0.00	24,896.21	0.00	59,822.55	29.38
41300	OVERTIME	7,540.00	698.88	8,968.49	0.00	(1,428.49)	118.94
41410	AUTO ALLOWANCE	17,280.00	886.16	11,140.30	0.00	6,139.70	64.46
41500	DEFERRED COMPENSATION MATCH	11,400.00	4,400.00	15,510.00	0.00	(4,110.00)	136.05
41510	PST DEFERRED COMPENSATION	411.40	0.00	198.64	0.00	212.76	48.28

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41520	TIERED EMP DEF COMPENSATION	24,100.00	6,175.00	9,325.00	0.00	14,775.00	38.69
41530	TIERED RHS BENEFIT	3,600.00	1,200.00	4,350.00	0.00	(750.00)	120.83
41600	LONGEVITY	7,800.00	615.34	14,261.49	0.00	(6,461.49)	182.83
41630	ONE TIME MOU PAYMENTS	24,440.84	0.00	24,440.84	0.00	0.00	100.00
41660	TUITION REIMBURSEMENT	5,000.00	0.00	4,169.42	0.00	830.58	83.38
41700	ANNUAL LEAVE BUYBACK	13,029.00	0.00	13,028.32	0.00	0.68	99.99
41710	ANNUAL LEAVE OVER MAX	2,570.00	0.00	11,124.49	0.00	(8,554.49)	432.85
41910	PERS-NORMAL	208,593.48	15,954.57	153,345.94	0.00	55,247.54	73.51
41912	PERS-UNFUNDED	86,779.11	0.00	86,779.11	0.00	0.00	100.00
41920	MEDICARE	58,688.35	4,510.40	46,160.09	0.00	12,528.26	78.65
41929	SHORT TERM DISABILITY	5,766.30	501.15	4,579.28	0.00	1,187.02	79.41
41930	LONG TERM DISABILITY	12,339.78	933.65	9,600.02	0.00	2,739.76	77.79
41931	WORKERS COMP	37,528.62	2,768.74	28,508.03	0.00	9,020.59	75.96
41932	STATE UNEMPLOYMENT INSURANCE	11,452.50	71.94	770.60	0.00	10,681.90	6.72
41940	HEALTH INSURANCE	216,261.13	21,720.13	198,367.20	0.00	17,893.93	91.72
41945	OPT OUT HEALTH INSURANCE	28,685.00	1,000.00	20,725.00	0.00	7,960.00	72.25
41946	LIFE INSURANCE	14,751.39	1,139.59	11,717.61	0.00	3,033.78	79.43
41951	HEALTH ALLOWANCE CREDIT	0.00	1,624.00	8,885.00	0.00	(8,885.00)	0.00
41996	VACANCY FACTOR	(117,552.00)	0.00	0.00	0.00	(117,552.00)	0.00
41997	BUDGETARY/PAYROLL	(4,474.00)	0.00	0.00	0.00	(4,474.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>2,563,359.63</b>	<b>203,659.11</b>	<b>2,138,716.48</b>	<b>0.00</b>	<b>424,643.15</b>	<b>83.43</b>
<b>SERVICES-SUPPLIES</b>							
42010	SUBSCRIPTIONS	12,433.78	0.00	9,038.82	0.00	3,394.96	72.69
42012	AUDIO VISUAL	10,304.08	0.00	466.42	0.00	9,837.66	4.52
42020	MINOR EQUIPMENT & FURNITURE	2,000.00	289.00	4,073.13	0.00	(2,073.13)	203.65
42033	CONSTRUCTION MATERIALS	0.00	0.00	1,575.30	0.00	(1,575.30)	0.00
42055	COMPUTER EQUIPMENT &	6,500.00	0.00	1,233.39	0.00	5,266.61	18.97
42200	ADVERTISING EXPENSE	6,300.00	1,233.60	4,121.99	0.00	2,178.01	65.42
42220	PROMOTIONAL/PUBLIC OUTREACH	24,499.00	1,437.00	14,532.44	1,563.94	8,402.62	65.70
42300	WIRELESS COMMUNICATION	12,520.00	0.00	2,862.77	0.00	9,657.23	22.86
42320	POSTAGE & SHIPPING	2,700.00	41.06	1,000.44	0.00	1,699.56	37.05
42340	OFFICE SUPPLIES	7,816.00	103.69	2,765.42	0.00	5,050.58	35.38
42345	FIRST AID KIT SUPPLIES	350.00	0.00	72.74	0.00	277.26	20.78
42350	PROGRAM EXPENDITURES	22,610.00	2,036.80	32,743.71	5,734.48	(15,868.19)	170.18
42360	CLEANING/JANITORIAL SUPPLIES	100.00	0.00	0.00	0.00	100.00	0.00
42710	MILEAGE/VEHICLE EXP REIMB	1,350.00	0.00	21.42	0.00	1,328.58	1.58
42800	EQUIPMENT MAINTENANCE	5,000.00	0.00	4,899.41	0.00	100.59	97.98
42813	MTCE & REPAIR - EQUIP & FAC	0.00	2,704.00	10,027.00	19,838.00	(29,865.00)	0.00
42900	PROF. & CONT. SVCS	2,600,967.03	117,789.52	1,187,598.73	1,246,696.49	166,671.81	93.59
43100	MEMBERSHIP & DUES	89,264.00	20,290.33	84,306.11	0.00	4,957.89	94.44



**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
43200	CONFERENCE, TRAINING & TRAVEL	22,950.00	40.00	8,337.91	0.00	14,612.09	36.33
43722	PREVENTION & MAINTENANCE	0.00	0.00	728.06	271.94	(1,000.00)	0.00
TOTAL FOR SERVICES-SUPPLIES		2,827,663.89	145,965.00	1,370,405.21	1,274,104.85	183,153.83	93.52
<b>TOTAL FOR CITY MANAGER'S OFFICE</b>		5,391,023.52	349,624.11	3,509,121.69	1,274,104.85	607,796.98	88.72
<b>12 TREASURER</b>							
SALARIES-BENEFITS							
41100	PERMANENT EMPLOYEES	2,400.00	200.00	2,400.00	0.00	0.00	100.00
41500	DEFERRED COMPENSATION MATCH	1,900.00	719.20	1,900.00	0.00	0.00	100.00
41520	TIERED EMP DEF COMPENSATION	600.00	150.00	600.00	0.00	0.00	100.00
41910	PERS-NORMAL	273.36	22.78	273.36	0.00	0.00	100.00
41912	PERS-UNFUNDED	190.98	0.00	190.98	0.00	0.00	100.00
41920	MEDICARE	416.01	54.11	416.01	0.00	0.00	100.00
41931	WORKERS COMP	48.00	4.00	48.00	0.00	0.00	100.00
41940	HEALTH INSURANCE	9,240.00	770.00	9,240.00	0.00	0.00	100.00
41946	LIFE INSURANCE	66.00	5.50	66.00	0.00	0.00	100.00
TOTAL FOR SALARIES-BENEFITS		15,134.35	1,925.59	15,134.35	0.00	0.00	100.00
<b>TOTAL FOR TREASURER</b>		15,134.35	1,925.59	15,134.35	0.00	0.00	100.00
<b>13 DEBT SERVICE</b>							
SALARIES-BENEFITS							
41912	PERS-UNFUNDED	221,989,148.87	0.00	221,112,128.67	0.00	877,020.20	99.60
TOTAL FOR SALARIES-BENEFITS		221,989,148.87	0.00	221,112,128.67	0.00	877,020.20	99.60
SERVICES-SUPPLIES							
42500	RENTS & LEASES	4,243,273.00	0.00	4,243,245.60	0.00	27.40	99.99
42900	PROF. & CONT. SVCS	1,500.00	0.00	878,270.20	0.00	(876,770.20)	58,551.34
44001	DS PRINCIPAL 2021 POBS	13,684,008.49	0.00	13,684,008.49	0.00	0.00	100.00
44101	DS INTEREST 2021 POBS	2,163,454.97	0.00	2,163,455.56	0.00	(0.59)	100.00
TOTAL FOR SERVICES-SUPPLIES		20,092,236.46	0.00	20,968,979.85	0.00	(876,743.39)	104.36
<b>TOTAL FOR DEBT SERVICE</b>		242,081,385.33	0.00	242,081,108.52	0.00	276.81	100.00
<b>15 HUMAN RESOURCES</b>							
SALARIES-BENEFITS							
41100	PERMANENT EMPLOYEES	1,131,508.67	81,786.40	793,851.59	0.00	337,657.08	70.15
41101	SPECIAL ASSIGNMENT PAY	0.00	0.00	4,018.85	0.00	(4,018.85)	0.00
41103	OUT OF CLASS PAY	0.00	422.40	3,012.96	0.00	(3,012.96)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	68.43	0.00	(68.43)	0.00
41140	FINAL LEAVE	0.00	0.00	21,408.99	0.00	(21,408.99)	0.00
41141	SP COMP-BILINGUAL	5,482.00	297.70	1,339.65	0.00	4,142.35	24.43
41200	TEMPORARY EMPLOYEES	0.00	0.00	145.73	0.00	(145.73)	0.00
41300	OVERTIME	5,228.00	0.00	7,649.09	0.00	(2,421.09)	146.31

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		Expenditures				Balance	%
		Budget	Month to	YTD	Encumbrances	(Over)/Under	Used
41410	AUTO ALLOWANCE	0.00	443.08	1,550.78	0.00	(1,550.78)	0.00
41500	DEFERRED COMPENSATION MATCH	9,500.00	2,080.76	8,442.32	0.00	1,057.68	88.86
41510	PST DEFERRED COMPENSATION	0.00	0.00	1.89	0.00	(1.89)	0.00
41520	TIERED EMP DEF COMPENSATION	3,000.00	750.00	2,550.00	0.00	450.00	85.00
41530	TIERED RHS BENEFIT	3,000.00	750.00	2,550.00	0.00	450.00	85.00
41600	LONGEVITY	6,000.00	492.28	11,369.22	0.00	(5,369.22)	189.48
41630	ONE TIME MOU PAYMENTS	15,370.71	0.00	15,370.71	0.00	0.00	100.00
41700	ANNUAL LEAVE BUYBACK	13,281.00	0.00	13,564.88	0.00	(283.88)	102.13
41710	ANNUAL LEAVE OVER MAX	11,897.00	0.00	8,027.40	0.00	3,869.60	67.47
41910	PERS-NORMAL	130,188.41	9,405.43	92,324.83	0.00	37,863.58	70.91
41912	PERS-UNFUNDED	61,179.45	0.00	61,179.45	0.00	0.00	100.00
41920	MEDICARE	36,378.10	2,599.01	26,331.73	0.00	10,046.37	72.38
41929	SHORT TERM DISABILITY	3,620.64	298.50	2,577.28	0.00	1,043.36	71.18
41930	LONG TERM DISABILITY	7,694.85	556.15	5,398.27	0.00	2,296.58	70.15
41931	WORKERS COMP	22,633.97	1,639.86	15,768.51	0.00	6,865.46	69.66
41932	STATE UNEMPLOYMENT INSURANCE	704.15	42.98	444.37	0.00	259.78	63.10
41940	HEALTH INSURANCE	213,806.83	13,270.00	122,617.89	0.00	91,188.94	57.34
41945	OPT OUT HEALTH INSURANCE	18,000.00	1,800.00	16,500.00	0.00	1,500.00	91.66
41946	LIFE INSURANCE	9,391.03	678.83	6,588.99	0.00	2,802.04	70.16
41951	HEALTH ALLOWANCE CREDIT	0.00	738.18	3,875.28	0.00	(3,875.28)	0.00
41996	VACANCY FACTOR	(82,141.00)	0.00	0.00	0.00	(82,141.00)	0.00
41997	BUDGETARY/PAYROLL	(6,381.00)	0.00	0.00	0.00	(6,381.00)	0.00
TOTAL FOR SALARIES-BENEFITS		1,619,342.81	118,051.56	1,248,529.09	0.00	370,813.72	77.10
SERVICES-SUPPLIES							
42010	SUBSCRIPTIONS	3,500.00	0.00	2,262.29	0.00	1,237.71	64.63
42020	MINOR EQUIPMENT & FURNITURE	0.00	0.00	335.69	0.00	(335.69)	0.00
42034	SAFETY MATERIALS/CONSTRUCTION	3,920.00	735.90	2,190.82	64.10	1,665.08	57.52
42055	COMPUTER EQUIPMENT &	10,768.00	0.00	9,289.61	0.00	1,478.39	86.27
42100	UNIFORM EXPENSE	0.00	14,073.78	26,977.70	0.00	(26,977.70)	0.00
42101	SAFETY SHOES - MOU ITEM	350.00	0.00	20,901.30	0.00	(20,551.30)	5,971.80
42200	ADVERTISING EXPENSE	3,100.00	0.00	250.93	19,000.00	(16,150.93)	620.99
42300	WIRELESS COMMUNICATION	1,320.00	0.00	1,011.07	0.00	308.93	76.59
42320	POSTAGE & SHIPPING	900.00	479.62	1,200.72	0.00	(300.72)	133.41
42340	OFFICE SUPPLIES	10,000.00	(4.99)	5,473.63	0.00	4,526.37	54.73
42345	FIRST AID KIT SUPPLIES	120.00	3,956.99	3,968.46	0.00	(3,848.46)	3,307.05
42350	PROGRAM EXPENDITURES	1,000.00	1,469.89	2,041.29	0.00	(1,041.29)	204.12
42630	PARTS/LABOR ON CITY VEHICLES	0.00	(20.40)	(20.40)	0.00	20.40	0.00
42800	EQUIPMENT MAINTENANCE	6,000.00	0.00	0.00	0.00	6,000.00	0.00
42900	PROF. & CONT. SVCS	300,608.00	33,238.09	169,715.51	73,449.91	57,442.58	80.89
43041	MANDATED SAFETY TRAINING	162,200.00	28,722.00	129,546.82	37,253.18	(4,600.00)	102.83

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
43100	MEMBERSHIP & DUES	5,680.00	0.00	149.99	0.00	5,530.01	2.64
43110	EMPLOYEE ENGAGEMENT	15,000.00	0.00	524.07	0.00	14,475.93	3.49
43200	CONFERENCE, TRAINING & TRAVEL	11,795.00	0.00	4,271.99	0.00	7,523.01	36.21
43400	LEGAL SERVICES-SPECIAL COUNSEL	262,141.00	6,603.50	176,412.40	67,211.60	18,517.00	92.93
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>798,402.00</b>	<b>89,254.38</b>	<b>556,503.89</b>	<b>196,978.79</b>	<b>44,919.32</b>	<b>94.37</b>
<b>TOTAL FOR HUMAN RESOURCES</b>		<b>2,417,744.81</b>	<b>207,305.94</b>	<b>1,805,032.98</b>	<b>196,978.79</b>	<b>415,733.04</b>	<b>82.80</b>

**16 GENERAL GOVERNMENT**  
**SALARIES-BENEFITS**

41102	SHIFT DIFFERENTIAL	974.00	0.00	0.00	0.00	974.00	0.00
41140	FINAL LEAVE	300,000.00	0.00	0.00	0.00	300,000.00	0.00
41600	LONGEVITY	0.00	12.06	118.05	0.00	(118.05)	0.00
41650	EMPLOYEE EXPENSE	0.00	3,713.76	3,713.76	0.00	(3,713.76)	0.00
41700	ANNUAL LEAVE BUYBACK	84,201.00	0.00	0.00	0.00	84,201.00	0.00
41910	PERS-NORMAL	450,000.00	2,272.01	416,799.70	0.00	33,200.30	92.62
41920	MEDICARE	200.00	24.78	176.07	0.00	23.93	88.03
41921	RETIREE MEDICARE REIMB	535,000.00	17,070.00	602,020.55	0.00	(67,020.55)	112.52
41929	SHORT TERM DISABILITY	0.00	0.00	2.36	0.00	(2.36)	0.00
41931	WORKERS COMP	0.00	0.00	(0.11)	0.00	0.11	0.00
41932	STATE UNEMPLOYMENT INSURANCE	0.00	0.42	3.08	0.00	(3.08)	0.00
41940	HEALTH INSURANCE	0.00	0.00	199.81	0.00	(199.81)	0.00
41941	RETIREE HEALTH INSURANCE/OPEB	6,659,340.00	224,887.82	6,289,564.85	0.00	369,775.15	94.44
41942	RETIREE LIFE INSURANCE	26,000.00	2,073.50	24,733.50	0.00	1,266.50	95.12
41944	RETIREE FLEX SPENDING PLAN	135,000.00	0.00	125,625.00	0.00	9,375.00	93.05
41947	RETIREE HRA	130,000.00	0.00	108,000.00	0.00	22,000.00	83.07
41997	BUDGETARY/PAYROLL	663,198.00	0.00	0.00	0.00	663,198.00	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>8,983,913.00</b>	<b>250,054.35</b>	<b>7,570,956.62</b>	<b>0.00</b>	<b>1,412,956.38</b>	<b>84.27</b>

**SERVICES-SUPPLIES**

42310	PHONES, FAX, ISDN LINES	30,000.00	5,203.25	31,072.43	0.00	(1,072.43)	103.57
42320	POSTAGE & SHIPPING	0.00	113.91	113.91	0.00	(113.91)	0.00
42330	PHONES,FAX-INDIRECT DEPT	5,060.00	559.77	4,196.66	0.00	863.34	82.93
42340	OFFICE SUPPLIES	0.00	0.00	56.53	0.00	(56.53)	0.00
42350	PROGRAM EXPENDITURES	10,000.00	9,235.60	72,671.04	0.00	(62,671.04)	726.71
42380	GEN BENEFIT_CITYWIDE EXPENSE	130,624.00	0.00	123,298.00	0.00	7,326.00	94.39
42410	ELECTRIC UTILITY	1,734,705.00	155,235.85	1,879,923.59	0.00	(145,218.59)	108.37
42420	NATURAL GAS UTILITY	86,000.00	13,659.29	143,138.79	0.00	(57,138.79)	166.44
42430	WATER UTILITY	728,000.00	69,565.17	771,903.47	0.00	(43,903.47)	106.03
42435	RECYCLED WATER UTILITY	886,200.00	110,514.72	845,515.61	0.00	40,684.39	95.40
42600	MOTOR POOL RENTAL	17,116.00	0.00	17,116.00	0.00	0.00	100.00
42900	PROF. & CONT. SVCS	195,500.00	12,731.96	192,197.65	55,169.98	(51,867.63)	126.53

Ledger: GL  
Level: OB

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

Fiscal Year: 2022  
Fiscal Period: 12

		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u>	<u>%</u>
						<u>(Over)/Under</u>	<u>Used</u>
42902	CUST CREDIT CRD PROCESSING FEE	160,000.00	119.50	207,442.20	0.00	(47,442.20)	129.65
42960	INDIRECT SPEC DST COUNTY ADMIN	775,968.76	11,333.45	335,951.73	14,225.00	425,792.03	45.12
43010	INSURANCE PREMIUMS	1,740,636.00	0.00	0.00	0.00	1,740,636.00	0.00
43100	MEMBERSHIP & DUES	12,000.00	0.00	0.00	0.00	12,000.00	0.00
43400	LEGAL SERVICES-SPECIAL COUNSEL	0.00	0.00	3,034.82	0.00	(3,034.82)	0.00
44200	BAD DEBTS EXPENSE	1,200.00	0.00	0.00	0.00	1,200.00	0.00
44613	INTERNAL SVC CHRG-WAREHOUSE	93,873.00	0.00	70,404.75	0.00	23,468.25	75.00
44614	INTERNAL SVC CHRG-INFO TECH	8,340,166.00	0.00	6,255,124.50	0.00	2,085,041.50	75.00
TOTAL FOR SERVICES-SUPPLIES		14,947,048.76	388,272.47	10,953,161.68	69,394.98	3,924,492.10	73.74
SERVICES-SUPPLIES							
43907	LOSS ON SA CITY ADMIN LOAN PYM	0.00	0.00	526,625.31	0.00	(526,625.31)	0.00
TOTAL FOR SERVICES-SUPPLIES		0.00	0.00	526,625.31	0.00	(526,625.31)	0.00
TOTAL FOR GENERAL GOVERNMENT		23,930,961.76	638,326.82	19,050,743.61	69,394.98	4,810,823.17	79.89
17 INFORMATION TECHNOLOGY							
SERVICES-SUPPLIES							
TOTAL FOR SERVICES-SUPPLIES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR INFORMATION TECHNOLOGY		0.00	0.00	0.00	0.00	0.00	0.00
18 ADMIN SERVICES-FINANCE							
SALARIES-BENEFITS							
41100	PERMANENT EMPLOYEES	2,324,479.79	140,889.12	1,593,148.84	0.00	731,330.95	68.53
41103	OUT OF CLASS PAY	0.00	668.80	3,522.24	0.00	(3,522.24)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	360.98	0.00	(360.98)	0.00
41140	FINAL LEAVE	0.00	0.00	30,837.35	0.00	(30,837.35)	0.00
41141	SP COMP-BILINGUAL	10,694.88	822.70	10,342.52	0.00	352.36	96.70
41200	TEMPORARY EMPLOYEES	41,417.42	2,523.57	31,436.68	0.00	9,980.74	75.90
41300	OVERTIME	22,172.16	3,165.46	30,723.60	0.00	(8,551.44)	138.56
41410	AUTO ALLOWANCE	0.00	443.08	1,550.78	0.00	(1,550.78)	0.00
41500	DEFERRED COMPENSATION MATCH	21,721.00	3,035.00	19,290.00	0.00	2,431.00	88.80
41510	PST DEFERRED COMPENSATION	270.12	0.00	0.00	0.00	270.12	0.00
41520	TIERED EMP DEF COMPENSATION	8,225.00	1,650.00	7,200.00	0.00	1,025.00	87.53
41530	TIERED RHS BENEFIT	5,942.00	1,350.00	5,600.00	0.00	342.00	94.24
41600	LONGEVITY	32,105.28	2,166.02	44,189.14	0.00	(12,083.86)	137.63
41630	ONE TIME MOU PAYMENTS	34,206.07	0.00	34,206.07	0.00	0.00	100.00
41660	TUITION REIMBURSEMENT	1,771.00	0.00	3,346.52	0.00	(1,575.52)	188.96
41700	ANNUAL LEAVE BUYBACK	49,042.00	0.00	44,594.88	0.00	4,447.12	90.93
41710	ANNUAL LEAVE OVER MAX	13,328.00	0.00	39,921.62	0.00	(26,593.62)	299.53
41910	PERS-NORMAL	271,956.14	16,762.56	191,631.01	0.00	80,325.13	70.46
41912	PERS-UNFUNDED	155,923.20	0.00	155,923.20	0.00	0.00	100.00
41920	MEDICARE	78,440.76	4,653.73	56,067.80	0.00	22,372.96	71.47

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41929	SHORT TERM DISABILITY	7,437.05	514.32	5,162.62	0.00	2,274.43	69.41
41930	LONG TERM DISABILITY	15,805.12	958.05	10,836.55	0.00	4,968.57	68.56
41931	WORKERS COMP	47,734.84	2,873.55	32,132.99	0.00	15,601.85	67.31
41932	STATE UNEMPLOYMENT INSURANCE	1,298.53	77.52	948.43	0.00	350.10	73.03
41940	HEALTH INSURANCE	410,740.85	23,294.09	245,995.39	0.00	164,745.46	59.89
41945	OPT OUT HEALTH INSURANCE	76,475.00	3,916.00	82,941.00	0.00	(6,466.00)	108.45
41946	LIFE INSURANCE	19,291.64	1,169.40	13,227.33	0.00	6,064.31	68.56
41951	HEALTH ALLOWANCE CREDIT	0.00	1,058.86	6,095.88	0.00	(6,095.88)	0.00
41996	VACANCY FACTOR	(89,975.00)	0.00	0.00	0.00	(89,975.00)	0.00
41997	BUDGETARY/PAYROLL	(75,000.00)	0.00	0.00	0.00	(75,000.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>3,485,502.85</b>	<b>211,991.83</b>	<b>2,701,233.42</b>	<b>0.00</b>	<b>784,269.43</b>	<b>77.49</b>
<b>SERVICES-SUPPLIES</b>							
42010	SUBSCRIPTIONS	300.00	0.00	650.00	0.00	(350.00)	216.66
42020	MINOR EQUIPMENT & FURNITURE	1,000.00	0.00	278.73	7,147.82	(6,426.55)	742.65
42055	COMPUTER EQUIPMENT &	5,000.00	559.64	20,919.71	0.35	(15,920.06)	418.40
42200	ADVERTISING EXPENSE	300.00	0.00	1,294.02	0.00	(994.02)	431.34
42220	PROMOTIONAL/PUBLIC OUTREACH	150.00	0.00	0.00	0.00	150.00	0.00
42300	WIRELESS COMMUNICATION	350.00	0.00	0.00	0.00	350.00	0.00
42320	POSTAGE & SHIPPING	3,800.00	308.81	3,847.01	0.00	(47.01)	101.23
42340	OFFICE SUPPLIES	3,200.00	116.36	2,840.97	0.00	359.03	88.78
42345	FIRST AID KIT SUPPLIES	50.00	0.00	8.18	0.00	41.82	16.36
42350	PROGRAM EXPENDITURES	5,250.00	550.00	4,191.96	0.00	1,058.04	79.84
42710	MILEAGE/VEHICLE EXP REIMB	200.00	0.00	20.12	0.00	179.88	10.06
42800	EQUIPMENT MAINTENANCE	5,000.00	0.00	0.00	0.00	5,000.00	0.00
42900	PROF. & CONT. SVCS	663,995.00	114,898.12	483,126.31	156,064.62	24,804.07	96.26
43100	MEMBERSHIP & DUES	4,685.00	150.00	3,540.00	0.00	1,145.00	75.56
43200	CONFERENCE, TRAINING & TRAVEL	10,500.00	0.00	2,885.45	0.00	7,614.55	27.48
43500	BOOKS	450.00	0.00	96.75	0.00	353.25	21.50
43724	OUTSIDE SERVICES - LABOR	113,275.00	8,950.00	145,144.00	72,742.50	(104,611.50)	192.35
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>817,505.00</b>	<b>125,532.93</b>	<b>668,843.21</b>	<b>235,955.29</b>	<b>(87,293.50)</b>	<b>110.67</b>
<b>TOTAL FOR ADMIN SERVICES-FINANCE</b>		<b>4,303,007.85</b>	<b>337,524.76</b>	<b>3,370,076.63</b>	<b>235,955.29</b>	<b>696,975.93</b>	<b>83.80</b>

**19 ECONOMIC DEVELOPMENT**

**SALARIES-BENEFITS**

41100	PERMANENT EMPLOYEES	508,249.40	36,147.70	433,606.45	0.00	74,642.95	85.31
41141	SP COMP-BILINGUAL	7,740.00	595.40	7,485.03	0.00	254.97	96.70
41200	TEMPORARY EMPLOYEES	10,475.58	0.00	8,392.96	0.00	2,082.62	80.11
41410	AUTO ALLOWANCE	5,760.00	443.08	5,570.15	0.00	189.85	96.70
41500	DEFERRED COMPENSATION MATCH	1,900.00	0.00	1,900.00	0.00	0.00	100.00
41510	PST DEFERRED COMPENSATION	135.90	0.00	109.12	0.00	26.78	80.29

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance (Over)/Under</u>	<u>% Used</u>
41520	TIERED EMP DEF COMPENSATION	600.00	150.00	600.00	0.00	0.00	100.00
41530	TIERED RHS BENEFIT	600.00	150.00	600.00	0.00	0.00	100.00
41600	LONGEVITY	1,400.00	0.00	2,245.67	0.00	(845.67)	160.40
41630	ONE TIME MOU PAYMENTS	9,025.36	0.00	9,025.36	0.00	0.00	100.00
41710	ANNUAL LEAVE OVER MAX	6,475.00	0.00	0.00	0.00	6,475.00	0.00
41910	PERS-NORMAL	58,901.43	4,185.04	50,504.74	0.00	8,396.69	85.74
41912	PERS-UNFUNDED	19,012.62	0.00	19,012.62	0.00	0.00	100.00
41920	MEDICARE	16,209.75	1,111.92	13,656.31	0.00	2,553.44	84.24
41929	SHORT TERM DISABILITY	1,625.37	133.18	1,405.09	0.00	220.28	86.44
41930	LONG TERM DISABILITY	3,454.29	245.79	2,947.98	0.00	506.31	85.34
41931	WORKERS COMP	10,525.36	728.34	8,744.43	0.00	1,780.93	83.07
41932	STATE UNEMPLOYMENT INSURANCE	271.27	18.97	235.65	0.00	35.62	86.86
41940	HEALTH INSURANCE	82,500.64	5,232.74	52,964.43	0.00	29,536.21	64.19
41945	OPT OUT HEALTH INSURANCE	0.00	600.00	10,600.00	0.00	(10,600.00)	0.00
41946	LIFE INSURANCE	4,216.09	300.01	3,598.40	0.00	617.69	85.34
41951	HEALTH ALLOWANCE CREDIT	0.00	174.28	951.68	0.00	(951.68)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>749,078.06</b>	<b>50,216.45</b>	<b>634,156.07</b>	<b>0.00</b>	<b>114,921.99</b>	<b>84.65</b>
<b>SERVICES-SUPPLIES</b>							
42010	SUBSCRIPTIONS	68,640.00	0.00	15,567.84	0.00	53,072.16	22.68
42020	MINOR EQUIPMENT & FURNITURE	3,000.00	0.00	2,790.47	0.00	209.53	93.01
42055	COMPUTER EQUIPMENT &	26,000.00	0.00	3,205.18	0.00	22,794.82	12.32
42220	PROMOTIONAL/PUBLIC OUTREACH	22,000.00	(92.06)	18,375.50	0.00	3,624.50	83.52
42300	WIRELESS COMMUNICATION	2,600.00	0.00	1,895.01	0.00	704.99	72.88
42320	POSTAGE & SHIPPING	200.00	61.69	204.11	0.00	(4.11)	102.05
42340	OFFICE SUPPLIES	3,000.00	0.00	1,693.22	0.00	1,306.78	56.44
42345	FIRST AID KIT SUPPLIES	100.00	0.00	0.00	0.00	100.00	0.00
42350	PROGRAM EXPENDITURES	6,500.00	0.00	758.28	0.00	5,741.72	11.66
42710	MILEAGE/VEHICLE EXP REIMB	500.00	0.00	33.00	0.00	467.00	6.60
42800	EQUIPMENT MAINTENANCE	400.00	0.00	6,600.44	0.00	(6,200.44)	1,650.11
42900	PROF. & CONT. SVCS	576,823.24	39,315.15	478,967.11	425,023.46	(327,167.33)	156.71
43100	MEMBERSHIP & DUES	17,680.00	0.00	5,094.10	0.00	12,585.90	28.81
43200	CONFERENCE, TRAINING & TRAVEL	30,540.00	0.00	2,208.67	0.00	28,331.33	7.23
43400	LEGAL SERVICES-SPECIAL COUNSEL	0.00	1,917.00	105,398.58	0.00	(105,398.58)	0.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>757,983.24</b>	<b>41,201.78</b>	<b>642,791.51</b>	<b>425,023.46</b>	<b>(309,831.73)</b>	<b>140.87</b>
<b>TOTAL FOR ECONOMIC DEVELOPMENT</b>		<b>1,507,061.30</b>	<b>91,418.23</b>	<b>1,276,947.58</b>	<b>425,023.46</b>	<b>(194,909.74)</b>	<b>112.93</b>
<b>20 LEGAL AND RISK MANAGEMENT</b>							
<b>SALARIES-BENEFITS</b>							
41100	PERMANENT EMPLOYEES	944,278.77	75,870.61	909,734.72	0.00	34,544.05	96.34
41141	SP COMP-BILINGUAL	3,870.00	297.70	3,742.51	0.00	127.49	96.70

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance (Over)/Under</u>	<u>% Used</u>
41200	TEMPORARY EMPLOYEES	28,826.95	818.44	17,032.74	0.00	11,794.21	59.08
41410	AUTO ALLOWANCE	17,280.00	1,329.24	16,710.45	0.00	569.55	96.70
41500	DEFERRED COMPENSATION MATCH	7,600.00	525.00	9,550.00	0.00	(1,950.00)	125.65
41510	PST DEFERRED COMPENSATION	374.77	10.65	221.42	0.00	153.35	59.08
41520	TIERED EMP DEF COMPENSATION	15,000.00	3,750.00	6,000.00	0.00	9,000.00	40.00
41530	TIERED RHS BENEFIT	2,800.00	750.00	3,000.00	0.00	(200.00)	107.14
41600	LONGEVITY	7,000.00	538.40	12,653.90	0.00	(5,653.90)	180.77
41630	ONE TIME MOU PAYMENTS	18,395.33	0.00	18,395.33	0.00	0.00	100.00
41700	ANNUAL LEAVE BUYBACK	52,603.00	0.00	52,601.68	0.00	1.32	99.99
41710	ANNUAL LEAVE OVER MAX	17,299.00	0.00	23,672.49	0.00	(6,373.49)	136.84
41910	PERS-NORMAL	108,791.09	8,736.90	105,486.29	0.00	3,304.80	96.96
41912	PERS-UNFUNDED	73,155.93	0.00	73,155.93	0.00	0.00	100.00
41920	MEDICARE	33,179.03	2,480.99	32,647.97	0.00	531.06	98.39
41929	SHORT TERM DISABILITY	3,021.71	276.94	2,945.33	0.00	76.38	97.47
41930	LONG TERM DISABILITY	6,421.37	515.92	6,186.11	0.00	235.26	96.33
41931	WORKERS COMP	17,467.93	1,522.03	18,256.46	0.00	(788.53)	104.51
41932	STATE UNEMPLOYMENT INSURANCE	546.02	40.19	525.34	0.00	20.68	96.21
41940	HEALTH INSURANCE	78,239.73	6,235.08	68,068.71	0.00	10,171.02	87.00
41945	OPT OUT HEALTH INSURANCE	20,800.00	1,200.00	21,200.00	0.00	(400.00)	101.92
41946	LIFE INSURANCE	7,830.74	629.72	7,550.69	0.00	280.05	96.42
41951	HEALTH ALLOWANCE CREDIT	0.00	348.88	2,093.28	0.00	(2,093.28)	0.00
41997	BUDGETARY/PAYROLL	(2,835.00)	0.00	0.00	0.00	(2,835.00)	0.00
TOTAL FOR SALARIES-BENEFITS		1,461,946.37	105,876.69	1,411,431.35	0.00	50,515.02	96.54
SERVICES-SUPPLIES							
42020	MINOR EQUIPMENT & FURNITURE	0.00	0.00	850.00	0.00	(850.00)	0.00
42055	COMPUTER EQUIPMENT &	4,180.00	0.00	3,800.00	0.00	380.00	90.90
42300	WIRELESS COMMUNICATION	1,400.00	0.00	2,994.65	0.00	(1,594.65)	213.90
42320	POSTAGE & SHIPPING	500.00	20.93	226.71	0.00	273.29	45.34
42340	OFFICE SUPPLIES	5,600.00	0.00	873.11	0.00	4,726.89	15.59
42345	FIRST AID KIT SUPPLIES	120.00	0.00	41.67	0.00	78.33	34.72
42710	MILEAGE/VEHICLE EXP REIMB	100.00	0.00	0.00	0.00	100.00	0.00
42900	PROF. & CONT. SVCS	0.00	(5.74)	258.26	0.00	(258.26)	0.00
43010	INSURANCE PREMIUMS	0.00	0.00	4,500.00	0.00	(4,500.00)	0.00
43100	MEMBERSHIP & DUES	2,706.00	125.00	1,790.00	0.00	916.00	66.14
43200	CONFERENCE, TRAINING & TRAVEL	5,036.00	0.00	58.00	0.00	4,978.00	1.15
43400	LEGAL SERVICES-SPECIAL COUNSEL	93,900.00	46,040.68	124,502.85	18,673.12	(49,275.97)	152.47
43410	LEGAL RESEARCH	10,484.00	856.96	10,605.31	176.20	(297.51)	102.83
43430	LITIGATION EXPENSE	22,000.00	991.75	3,401.06	68,176.35	(49,577.41)	325.35
TOTAL FOR SERVICES-SUPPLIES		146,026.00	48,029.58	153,901.62	87,025.67	(94,901.29)	164.98

		<u>Budget</u>	<u>Month to</u>	<u>Expenditures</u> <u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>TOTAL FOR LEGAL AND RISK MANAGEMENT</b>		1,607,972.37	153,906.27	1,565,332.97	87,025.67	(44,386.27)	102.76
<b>21 COMMUNITY DEVELOPMENT</b>							
<b>SALARIES-BENEFITS</b>							
41100	PERMANENT EMPLOYEES	2,624,985.10	149,766.28	1,669,296.33	0.00	955,688.77	63.59
41101	SPECIAL ASSIGNMENT PAY	0.00	0.00	12.12	0.00	(12.12)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	600.42	0.00	(600.42)	0.00
41140	FINAL LEAVE	0.00	0.00	37,712.78	0.00	(37,712.78)	0.00
41141	SP COMP-BILINGUAL	26,096.71	1,340.19	17,113.04	0.00	8,983.67	65.57
41200	TEMPORARY EMPLOYEES	0.00	0.00	44.23	0.00	(44.23)	0.00
41300	OVERTIME	9,661.05	930.10	11,761.14	0.00	(2,100.09)	121.73
41410	AUTO ALLOWANCE	5,068.80	389.92	4,901.85	0.00	166.95	96.70
41500	DEFERRED COMPENSATION MATCH	11,562.00	1,800.06	11,102.52	0.00	459.48	96.02
41520	TIERED EMP DEF COMPENSATION	4,800.00	960.00	4,410.00	0.00	390.00	91.87
41530	TIERED RHS BENEFIT	2,760.00	610.00	2,630.00	0.00	130.00	95.28
41600	LONGEVITY	20,959.81	1,374.25	28,091.82	0.00	(7,132.01)	134.02
41630	ONE TIME MOU PAYMENTS	33,181.21	0.00	33,181.21	0.00	0.00	100.00
41700	ANNUAL LEAVE BUYBACK	48,985.68	0.00	51,400.67	0.00	(2,414.99)	104.92
41710	ANNUAL LEAVE OVER MAX	15,950.00	0.00	29,864.02	0.00	(13,914.02)	187.23
41910	PERS-NORMAL	304,866.04	17,367.60	195,212.01	0.00	109,654.03	64.03
41912	PERS-UNFUNDED	125,588.43	0.00	125,588.43	0.00	0.00	100.00
41920	MEDICARE	85,891.83	4,787.77	57,643.29	0.00	28,248.54	67.11
41929	SHORT TERM DISABILITY	8,422.90	574.94	5,682.18	0.00	2,740.72	67.46
41930	LONG TERM DISABILITY	17,900.79	1,071.24	11,940.04	0.00	5,960.75	66.70
41931	WORKERS COMP	53,296.43	3,023.06	33,452.95	0.00	19,843.48	62.76
41932	STATE UNEMPLOYMENT INSURANCE	1,424.35	80.09	969.77	0.00	454.58	68.08
41940	HEALTH INSURANCE	449,598.19	24,209.54	229,552.21	0.00	220,045.98	51.05
41945	OPT OUT HEALTH INSURANCE	76,452.00	4,626.85	78,748.95	0.00	(2,296.95)	103.00
41946	LIFE INSURANCE	21,847.72	1,307.68	14,574.74	0.00	7,272.98	66.71
41951	HEALTH ALLOWANCE CREDIT	0.00	1,120.68	6,723.94	0.00	(6,723.94)	0.00
41996	VACANCY FACTOR	(213,786.00)	0.00	0.00	0.00	(213,786.00)	0.00
41997	BUDGETARY/PAYROLL	5,539.00	0.00	0.00	0.00	5,539.00	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		3,741,052.04	215,340.25	2,662,210.66	0.00	1,078,841.38	71.16
<b>SERVICES-SUPPLIES</b>							
42001	APPOINTED OFFICIAL STIPEND	5,750.00	0.00	2,650.00	0.00	3,100.00	46.08
42010	SUBSCRIPTIONS	634.00	0.00	678.36	0.00	(44.36)	106.99
42011	SCAN/MICROFIL/MAPPING SVCS	25,000.00	0.00	1,866.82	0.00	23,133.18	7.46
42014	ELECTRONIC INFO RESOURCES	1,800.00	0.00	44.58	0.00	1,755.42	2.47
42020	MINOR EQUIPMENT & FURNITURE	5,720.00	26,558.88	34,490.14	0.00	(28,770.14)	602.97
42025	HOSE AND APPLIANCE	0.00	0.00	303.41	0.00	(303.41)	0.00
42033	CONSTRUCTION MATERIALS	0.00	0.00	127.56	0.00	(127.56)	0.00



Ledger: GL  
Level: OB

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

Fiscal Year: 2022  
Fiscal Period: 12

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
42034	SAFETY MATERIALS/CONSTRUCTION	150.00	0.00	0.00	0.00	150.00	0.00
42055	COMPUTER EQUIPMENT &	16,270.00	0.00	11,668.93	0.00	4,601.07	71.72
42100	UNIFORM EXPENSE	3,750.00	0.00	2,822.87	0.00	927.13	75.27
42101	SAFETY SHOES - MOU ITEM	3,655.50	0.00	675.79	0.00	2,979.71	18.48
42200	ADVERTISING EXPENSE	3,400.00	102.80	6,805.53	0.00	(3,405.53)	200.16
42300	WIRELESS COMMUNICATION	17,486.00	0.00	11,044.74	0.00	6,441.26	63.16
42310	PHONES, FAX, ISDN LINES	1,200.00	240.94	1,533.61	0.00	(333.61)	127.80
42320	POSTAGE & SHIPPING	12,050.00	1,743.50	7,716.16	0.00	4,333.84	64.03
42340	OFFICE SUPPLIES	10,000.00	698.85	7,736.20	0.00	2,263.80	77.36
42345	FIRST AID KIT SUPPLIES	150.00	0.00	197.67	0.00	(47.67)	131.78
42350	PROGRAM EXPENDITURES	15,025.00	190.33	19,329.25	0.00	(4,304.25)	128.64
42360	CLEANING/JANITORIAL SUPPLIES	124.20	0.00	0.00	0.00	124.20	0.00
42410	ELECTRIC UTILITY	1,200.00	204.52	1,197.12	0.00	2.88	99.76
42420	NATURAL GAS UTILITY	2,400.00	166.33	1,576.49	0.00	823.51	65.68
42430	WATER UTILITY	10,000.00	751.05	9,281.09	0.00	718.91	92.81
42600	MOTOR POOL RENTAL	83,551.00	0.00	45,075.00	0.00	38,476.00	53.94
42710	MILEAGE/VEHICLE EXP REIMB	720.00	0.00	0.00	0.00	720.00	0.00
42800	EQUIPMENT MAINTENANCE	14,300.00	0.00	0.00	0.00	14,300.00	0.00
42811	MAINTENANCE & OPERATING	17,500.00	335.00	6,428.70	17,091.30	(6,020.00)	134.40
42813	MTCE & REPAIR - EQUIP & FAC	0.00	314.74	1,250.22	13.93	(1,264.15)	0.00
42900	PROF. & CONT. SVCS	1,686,736.88	563,771.70	1,998,321.90	592,023.87	(903,608.89)	153.57
42906	OTHER GOVT AGENCY FEES	30,000.00	0.00	32,335.16	0.00	(2,335.16)	107.78
43100	MEMBERSHIP & DUES	7,933.00	0.00	3,131.48	0.00	4,801.52	39.47
43200	CONFERENCE, TRAINING & TRAVEL	12,100.00	0.00	3,404.16	0.00	8,695.84	28.13
43400	LEGAL SERVICES-SPECIAL COUNSEL	25,000.00	0.00	0.00	0.00	25,000.00	0.00
43500	BOOKS	650.00	0.00	551.18	0.00	98.82	84.79
43724	OUTSIDE SERVICES - LABOR	0.00	0.00	0.00	4,817.00	(4,817.00)	0.00
TOTAL FOR SERVICES-SUPPLIES		2,014,255.58	595,078.64	2,212,244.12	613,946.10	(811,934.64)	140.30
TOTAL FOR COMMUNITY DEVELOPMENT DEPT		55,307.62	810,418.89	4,874,454.78	613,946.10	266,906.74	95.36

**30 FIRE**

**SALARIES-BENEFITS**

41100	PERMANENT EMPLOYEES	11,203,643.20	857,108.66	10,140,642.77	0.00	1,063,000.43	90.51
41101	SPECIAL ASSIGNMENT PAY	0.00	(41.01)	(257.33)	0.00	257.33	0.00
41140	FINAL LEAVE	0.00	43,081.72	176,253.62	0.00	(176,253.62)	0.00
41141	SP COMP-BILINGUAL	76,274.92	4,095.13	53,016.50	0.00	23,258.42	69.50
41149	SP COMP-PARAMEDIC CQI COORD	5,979.96	460.00	5,782.86	0.00	197.10	96.70
41150	SP COMP-HAZRDOUS PAY	107,331.56	5,698.94	71,581.20	0.00	35,750.36	66.69
41151	SP COMP-SECONDARY MEDIC	145,430.01	13,424.27	138,303.74	0.00	7,126.27	95.09
41152	SP COMP-SP ASSIGNMENT	0.00	0.00	1,864.80	0.00	(1,864.80)	0.00
41153	SP COMP-ACTING FIRE ENG	0.00	1.94	1,172.84	0.00	(1,172.84)	0.00

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance (Over)/Under</u>	<u>% Used</u>
41154	SP COMP-ACTING FIRE CAPT	0.00	54.84	379.24	0.00	(379.24)	0.00
41155	SP COMP-ACTING BATTALION CHIEF	0.00	0.00	1,192.26	0.00	(1,192.26)	0.00
41200	TEMPORARY EMPLOYEES	286,035.83	4,674.92	74,026.54	0.00	212,009.29	25.88
41300	OVERTIME	861,795.00	39,660.97	892,453.89	0.00	(30,658.89)	103.55
41310	OVERTIME - FLSA	249,164.53	20,667.55	896,199.11	0.00	(647,034.58)	359.68
41330	CONSTANT STAFF LEVELS-OT FIRE	5,176,663.00	401,918.93	5,442,162.22	0.00	(265,499.22)	105.12
41350	OVERTIME - TRAINING	565,800.00	35,588.22	308,921.53	0.00	256,878.47	54.59
41400	SPECIAL DUTY PAY	22,000.00	1,531.52	17,608.72	0.00	4,391.28	80.03
41420	FIRE HOLIDAY PAY	529,263.53	26,450.85	423,857.06	0.00	105,406.47	80.08
41500	DEFERRED COMPENSATION MATCH	4,821.00	3,475.00	6,200.00	0.00	(1,379.00)	128.60
41510	PST DEFERRED COMPENSATION	3,049.42	60.79	643.67	0.00	2,405.75	21.10
41520	TIERED EMP DEF COMPENSATION	2,425.00	750.00	2,550.00	0.00	(125.00)	105.15
41530	TIERED RHS BENEFIT	404,318.00	99,400.00	390,242.86	0.00	14,075.14	96.51
41600	LONGEVITY	327,925.96	25,287.18	310,265.34	0.00	17,660.62	94.61
41630	ONE TIME MOU PAYMENTS	11,220.80	0.00	11,220.80	0.00	0.00	100.00
41660	TUITION REIMBURSEMENT	115,523.00	525.00	32,521.90	0.00	83,001.10	28.15
41700	ANNUAL LEAVE BUYBACK	24,670.00	0.00	36,990.15	0.00	(12,320.15)	149.93
41710	ANNUAL LEAVE OVER MAX	67,906.00	0.00	71,676.33	0.00	(3,770.33)	105.55
41800	UNIFORM ALLOWANCE	4,040.00	310.78	4,117.73	0.00	(77.73)	101.92
41910	PERS-NORMAL	2,632,505.72	193,271.55	2,348,492.09	0.00	284,013.63	89.21
41912	PERS-UNFUNDED	1,098,087.18	0.00	1,098,087.18	0.00	0.00	100.00
41920	MEDICARE	395,554.41	23,463.05	305,416.69	0.00	90,137.72	77.21
41929	SHORT TERM DISABILITY	35,878.54	3,128.83	32,858.22	0.00	3,020.32	91.58
41930	LONG TERM DISABILITY	76,250.22	5,832.79	69,009.47	0.00	7,240.75	90.50
41931	WORKERS COMP	666,116.27	49,574.52	588,878.35	0.00	77,237.92	88.40
41932	STATE UNEMPLOYMENT INSURANCE	9,475.32	740.55	9,501.53	0.00	(26.21)	100.27
41940	HEALTH INSURANCE	1,683,653.09	134,304.85	1,475,666.08	0.00	207,987.01	87.64
41945	OPT OUT HEALTH INSURANCE	180,525.00	11,000.00	166,850.00	0.00	13,675.00	92.42
41946	LIFE INSURANCE	93,067.84	7,119.02	84,233.21	0.00	8,834.63	90.50
41950	MEDICAL DIFFERENCE	0.00	0.00	5,064.88	0.00	(5,064.88)	0.00
41951	HEALTH ALLOWANCE CREDIT	0.00	7,263.60	51,608.31	0.00	(51,608.31)	0.00
41996	VACANCY FACTOR	(173,127.00)	0.00	0.00	0.00	(173,127.00)	0.00
41997	BUDGETARY/PAYROLL	(104,013.00)	0.00	0.00	0.00	(104,013.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>26,789,254.31</b>	<b>2,019,884.96</b>	<b>25,747,256.36</b>	<b>0.00</b>	<b>1,041,997.95</b>	<b>96.11</b>
<b>SERVICES-SUPPLIES</b>							
42010	SUBSCRIPTIONS	2,300.00	0.00	5,511.50	0.00	(3,211.50)	239.63
42020	MINOR EQUIPMENT & FURNITURE	338,263.29	56,158.32	215,807.75	52,466.57	69,988.97	79.30
42025	HOSE AND APPLIANCE	37,488.67	941.23	38,861.55	0.00	(1,372.88)	103.66
42026	HAZMAT EQUIPMENT	15,000.00	0.00	14,960.72	0.00	39.28	99.73
42027	TECHNICAL RESCUE EQUIPMENT	20,000.00	0.00	13,994.37	0.00	6,005.63	69.97

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance (Over)/Under</u>	<u>% Used</u>
42028	SCBA BREATHING APPARATUS	25,000.00	0.00	12,993.94	7,126.64	4,879.42	80.48
42033	CONSTRUCTION MATERIALS	0.00	0.00	291.69	0.00	(291.69)	0.00
42034	SAFETY MATERIALS/CONSTRUCTION	5,000.00	0.00	5,022.16	0.00	(22.16)	100.44
42055	COMPUTER EQUIPMENT &	10,500.00	0.00	7,619.49	0.00	2,880.51	72.56
42100	UNIFORM EXPENSE	35,300.00	0.00	32,704.52	1,560.87	1,034.61	97.06
42101	SAFETY SHOES - MOU ITEM	1,400.00	0.00	146.37	0.00	1,253.63	10.45
42105	PROTECTIVE CLOTHING	301,669.00	42,359.01	207,195.26	2,642.87	91,830.87	69.55
42110	EMS SUPPLIES	208,000.00	50.17	79,530.98	13,886.03	114,582.99	44.91
42300	WIRELESS COMMUNICATION	54,500.00	208.85	43,937.84	0.00	10,562.16	80.61
42305	PBLC SFTY RADIO COMMUNICATION	39,400.00	543.20	2,553.11	0.00	36,846.89	6.47
42310	PHONES, FAX, ISDN LINES	10,000.00	521.92	6,026.33	0.00	3,973.67	60.26
42320	POSTAGE & SHIPPING	2,000.00	102.18	1,435.03	0.00	564.97	71.75
42340	OFFICE SUPPLIES	9,200.00	454.04	6,847.89	0.00	2,352.11	74.43
42350	PROGRAM EXPENDITURES	72,862.00	891.07	41,405.37	0.00	31,456.63	56.82
42360	CLEANING/JANITORIAL SUPPLIES	26,600.00	1,855.86	24,007.73	0.00	2,592.27	90.25
42441	UNLEADED FUEL	0.00	0.00	226.18	0.00	(226.18)	0.00
42600	MOTOR POOL RENTAL	1,451,825.00	0.00	1,413,526.00	0.00	38,299.00	97.36
42605	RETAINED VEHICLE EXPENSE	4,937.00	0.00	4,937.00	0.00	0.00	100.00
42610	DIRECT VEHICLE EXPENSE	13,200.00	0.00	10,314.87	0.00	2,885.13	78.14
42640	MDC RENTAL RATES	56,240.00	0.00	38,540.00	0.00	17,700.00	68.52
42700	OTHER EQUIPMENT RENTAL	2,000.00	0.00	1,927.80	0.00	72.20	96.39
42710	MILEAGE/VEHICLE EXP REIMB	200.00	0.00	531.10	0.00	(331.10)	265.55
42800	EQUIPMENT MAINTENANCE	8,500.00	0.00	10,874.85	427.05	(2,801.90)	132.96
42810	BUILDING MAINTENANCE	78,676.86	157.96	70,897.18	17,781.78	(10,002.10)	112.71
42900	PROF. & CONT. SVCS	422,627.32	75,916.58	293,683.34	91,171.50	37,772.48	91.06
42907	EMS SUBSCRIPTION ADMIN	60,000.00	0.00	0.00	0.00	60,000.00	0.00
42912	CAD DISPATCH SERVICES	210,000.00	0.00	0.00	0.00	210,000.00	0.00
43100	MEMBERSHIP & DUES	4,650.00	0.00	7,104.10	0.00	(2,454.10)	152.77
43200	CONFERENCE, TRAINING & TRAVEL	107,900.00	11,540.29	68,575.61	0.00	39,324.39	63.55
43500	BOOKS	1,500.00	0.00	515.68	0.00	984.32	34.37
43600	DISASTER PREPAREDNESS	4,000.00	0.00	610.95	0.00	3,389.05	15.27
43716	JOB REQ CERTIFICATES & LICENSE	2,750.00	425.00	3,742.56	0.00	(992.56)	136.09
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>3,643,489.14</b>	<b>192,125.68</b>	<b>2,686,860.82</b>	<b>187,063.31</b>	<b>769,565.01</b>	<b>78.87</b>
<b>CAPITAL OUTLAY</b>							
45200	MACHINERY, EQUIPMENT, & FIXTUR	118,541.66	0.00	68,728.90	50,444.56	(631.80)	100.53
<b>TOTAL FOR CAPITAL OUTLAY</b>		<b>118,541.66</b>	<b>0.00</b>	<b>68,728.90</b>	<b>50,444.56</b>	<b>(631.80)</b>	<b>100.53</b>
<b>TOTAL FOR FIRE</b>		<b>30,551,285.11</b>	<b>2,212,010.64</b>	<b>28,502,846.08</b>	<b>237,507.87</b>	<b>1,810,931.16</b>	<b>94.07</b>

**32 POLICE**  
**SALARIES-BENEFITS**

Ledger: GL  
Level: OB

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

Fiscal Year: 2022  
Fiscal Period: 12

		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41100	PERMANENT EMPLOYEES	22,253,982.00	1,514,327.69	18,464,316.47	0.00	3,789,665.53	82.97
41101	SPECIAL ASSIGNMENT PAY	0.00	25.04	3,617.28	0.00	(3,617.28)	0.00
41102	SHIFT DIFFERENTIAL	132,912.00	7,373.82	119,990.40	0.00	12,921.60	90.27
41103	OUT OF CLASS PAY	0.00	0.00	1,449.84	0.00	(1,449.84)	0.00
41105	INCENTIVE PAY PROGRAM	0.00	10,000.00	50,000.00	0.00	(50,000.00)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	6,709.98	0.00	(6,709.98)	0.00
41140	FINAL LEAVE	0.00	10,597.88	353,389.61	0.00	(353,389.61)	0.00
41141	SP COMP-BILINGUAL	194,230.41	14,186.57	182,749.92	0.00	11,480.49	94.08
41142	SP COMP-EMD PAY	54,838.12	0.00	39,853.96	0.00	14,984.16	72.67
41143	SP COMP-CGEA TRAINING OFFICER	2,899.92	19.17	1,839.39	0.00	1,060.53	63.42
41144	SP COMP-LEAD ANIMAL CTRL	2,630.04	202.32	2,543.45	0.00	86.59	96.70
41145	SP COMP-LEAD RECORDS TECH	8,659.92	666.16	8,374.58	0.00	285.34	96.70
41157	SP COMP-ACCIDENT INVESTIGATION	6,756.59	400.64	4,763.25	0.00	1,993.34	70.49
41158	SP COMP-MOTOR OFFICER	35,556.10	2,003.20	30,072.61	0.00	5,483.49	84.57
41159	SP COMP-INTERMEDIATE POST	438,954.68	3,742.30	300,988.25	0.00	137,966.43	68.56
41160	SP COMP-ADVANCED POST	636,231.88	69,975.91	669,569.98	0.00	(33,338.10)	105.23
41161	SP COMP-SUPERVISOR POST	20,108.64	0.00	15,744.73	0.00	4,363.91	78.29
41162	SP COMP-MGMT POST	33,515.41	4,819.40	36,438.95	0.00	(2,923.54)	108.72
41164	SP COMP-CANINE PAY	15,892.83	1,983.76	27,359.41	0.00	(11,466.58)	172.14
41165	SP COMP-SCHOOL RESOURCE OFFCR	15,074.61	1,602.56	20,266.22	0.00	(5,191.61)	134.43
41166	SP COMP-INVESTIGATIVE UNIT	38,685.84	2,640.80	41,397.56	0.00	(2,711.72)	107.00
41167	SP COMP-TRAFFIC CPL/SGT	12,224.85	964.24	9,602.32	0.00	2,622.53	78.54
41168	SP COMP-RELIEF WATCH CMND	13,319.77	1,597.87	20,160.07	0.00	(6,840.30)	151.35
41169	SP COMP-SPEC ENFORC TEAM	15,632.91	0.00	881.97	0.00	14,750.94	5.64
41171	SP COMP-SR DETECTIVE	54,369.68	3,022.32	34,278.12	0.00	20,091.56	63.04
41172	SP COMP-COMMERCIAL	5,079.59	400.64	4,623.13	0.00	456.46	91.01
41173	SP COMP-PACT TEAM	5,338.51	802.72	10,222.02	0.00	(4,883.51)	191.47
41174	SP COMP-PERSONNEL OFFICER	5,338.51	821.76	12,724.99	0.00	(7,386.48)	238.36
41176	SP COMP-DETECTIVE SGT	21,610.95	1,577.68	20,965.62	0.00	645.33	97.01
41177	SP COMP-PROFESSIONAL STND UNIT	7,079.81	492.64	6,151.20	0.00	928.61	86.88
41178	SP COMP-PERSONNEL & TRAINING	6,885.34	504.96	6,935.94	0.00	(50.60)	100.73
41179	SP COMP-TRAINING OFFICER	5,079.59	1,750.13	28,375.29	0.00	(23,295.70)	558.61
41180	SP COMP-YOUTH DIVERSION	14,538.42	949.04	11,020.37	0.00	3,518.05	75.80
41181	SP COMP-POLICE SUPPORT SVCS	10,910.39	0.00	0.00	0.00	10,910.39	0.00
41182	SP COMP-TACTICAL FLIGHT OFFCR	5,079.59	0.00	28.01	0.00	5,051.58	0.55
41183	SP COMP-HOPE-HMLS OUTRCH &	22,549.67	2,145.68	23,047.84	0.00	(498.17)	102.20
41184	SP COMP-FLEX TEAM OFFICER/CORP	15,193.93	1,765.52	22,616.75	0.00	(7,422.82)	148.85
41200	TEMPORARY EMPLOYEES	607,148.53	30,552.92	274,067.83	0.00	333,080.70	45.14
41300	OVERTIME	2,254,337.14	333,538.96	3,645,752.89	0.00	(1,391,415.75)	161.72
41310	OVERTIME - FLSA	0.00	129.99	1,297.44	0.00	(1,297.44)	0.00

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<b>Expenditures</b>				<b>Balance</b>	<b>%</b>
		<b>Budget</b>	<b>Month to</b>	<b>YTD</b>	<b>Encumbrances</b>	<b>(Over)/Under</b>	<b>Used</b>
41320	COMP TIME	475,815.00	75,365.22	722,258.86	0.00	(246,443.86)	151.79
41400	SPECIAL DUTY PAY	100,520.00	8,083.12	95,626.07	0.00	4,893.93	95.13
41500	DEFERRED COMPENSATION MATCH	34,854.00	5,290.00	34,125.00	0.00	729.00	97.90
41510	PST DEFERRED COMPENSATION	5,672.77	185.89	2,243.02	0.00	3,429.75	39.54
41520	TIERED EMP DEF COMPENSATION	20,825.00	4,500.00	18,900.00	0.00	1,925.00	90.75
41530	TIERED RHS BENEFIT	667,970.00	156,687.50	614,928.57	0.00	53,041.43	92.05
41600	LONGEVITY	602,134.56	47,992.35	1,112,234.92	0.00	(510,100.36)	184.71
41601	MARKSMANSHIP	67,830.00	4,675.42	61,750.22	0.00	6,079.78	91.03
41630	ONE TIME MOU PAYMENTS	86,129.85	0.00	86,129.85	0.00	0.00	100.00
41660	TUITION REIMBURSEMENT	44,134.00	0.00	16,819.63	0.00	27,314.37	38.11
41700	ANNUAL LEAVE BUYBACK	440,260.00	0.00	433,813.31	0.00	6,446.69	98.53
41710	ANNUAL LEAVE OVER MAX	89,718.00	0.00	124,818.16	0.00	(35,100.16)	139.12
41800	UNIFORM ALLOWANCE	575,514.00	40,660.74	533,819.89	0.00	41,694.11	92.75
41910	PERS-NORMAL	5,271,051.37	374,711.57	4,722,243.19	0.00	548,808.18	89.58
41912	PERS-UNFUNDED	2,009,402.46	0.00	2,009,402.46	0.00	0.00	100.00
41920	MEDICARE	872,920.11	64,927.72	832,954.22	0.00	39,965.89	95.42
41929	SHORT TERM DISABILITY	71,223.92	5,784.16	61,993.82	0.00	9,230.10	87.04
41930	LONG TERM DISABILITY	151,349.68	6,035.85	127,570.39	0.00	23,779.29	84.28
41931	WORKERS COMP	1,264,154.72	89,076.01	1,075,054.76	0.00	189,099.96	85.04
41932	STATE UNEMPLOYMENT INSURANCE	14,842.95	1,119.15	14,270.13	0.00	572.82	96.14
41940	HEALTH INSURANCE	3,101,359.28	231,973.36	2,499,755.49	0.00	601,603.79	80.60
41945	OPT OUT HEALTH INSURANCE	594,208.00	30,830.00	582,371.25	0.00	11,836.75	98.00
41946	LIFE INSURANCE	184,733.93	13,145.77	158,937.93	0.00	25,796.00	86.03
41950	MEDICAL DIFFERENCE	0.00	0.00	2,946.45	0.00	(2,946.45)	0.00
41951	HEALTH ALLOWANCE CREDIT	0.00	11,384.20	66,606.30	0.00	(66,606.30)	0.00
41996	VACANCY FACTOR	(566,495.00)	0.00	0.00	0.00	(566,495.00)	0.00
41997	BUDGETARY/PAYROLL	(141,789.43)	0.00	0.00	0.00	(141,789.43)	0.00
41999	PAYROLL SUSPENSE	0.00	34,522.64	424,907.36	0.00	(424,907.36)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>43,010,985.34</b>	<b>3,232,534.96</b>	<b>40,950,668.89</b>	<b>0.00</b>	<b>2,060,316.45</b>	<b>95.20</b>
<b>SERVICES-SUPPLIES</b>							
42010	SUBSCRIPTIONS	1,157.00	0.00	644.94	0.00	512.06	55.74
42020	MINOR EQUIPMENT & FURNITURE	168,891.73	15,186.33	101,507.48	20,921.40	46,462.85	72.48
42033	CONSTRUCTION MATERIALS	0.00	7.70	255.44	0.00	(255.44)	0.00
42034	SAFETY MATERIALS/CONSTRUCTION	250.00	6.44	612.50	0.00	(362.50)	245.00
42055	COMPUTER EQUIPMENT &	18,984.00	0.00	43,211.91	0.00	(24,227.91)	227.62
42100	UNIFORM EXPENSE	47,800.00	5,927.44	60,964.85	3,949.52	(17,114.37)	135.80
42101	SAFETY SHOES - MOU ITEM	12,439.00	0.00	175.00	0.00	12,264.00	1.40
42105	PROTECTIVE CLOTHING	49,763.50	16,732.29	56,702.18	0.00	(6,938.68)	113.94
42200	ADVERTISING EXPENSE	0.00	0.00	292.69	0.00	(292.69)	0.00
42300	WIRELESS COMMUNICATION	63,400.00	1,163.72	56,239.46	0.00	7,160.54	88.70

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
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		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
42305	PBLC SFTY RADIO COMMUNICATION	163,563.00	47,665.80	107,349.90	0.00	56,213.10	65.63
42310	PHONES, FAX, ISDN LINES	37,290.00	2,667.08	32,065.78	0.00	5,224.22	85.99
42320	POSTAGE & SHIPPING	27,295.00	1,310.05	14,463.59	0.00	12,831.41	52.98
42340	OFFICE SUPPLIES	53,850.00	2,239.60	36,057.30	0.00	17,792.70	66.95
42345	FIRST AID KIT SUPPLIES	0.00	0.00	174.02	0.00	(174.02)	0.00
42350	PROGRAM EXPENDITURES	265,881.10	527.71	253,273.47	24,526.62	(11,918.99)	104.48
42360	CLEANING/JANITORIAL SUPPLIES	15,500.00	0.00	11,005.90	0.00	4,494.10	71.00
42410	ELECTRIC UTILITY	5,000.00	478.74	4,719.68	0.00	280.32	94.39
42441	UNLEADED FUEL	0.00	23.73	67.24	0.00	(67.24)	0.00
42442	DIESEL FUEL	0.00	0.00	20.60	0.00	(20.60)	0.00
42500	RENTS & LEASES	1.00	0.00	2.00	0.00	(1.00)	200.00
42600	MOTOR POOL RENTAL	1,654,480.00	0.00	1,642,485.00	0.00	11,995.00	99.27
42605	RETAINED VEHICLE EXPENSE	42,471.00	0.00	42,471.00	0.00	0.00	100.00
42610	DIRECT VEHICLE EXPENSE	7,249.00	0.00	0.00	0.00	7,249.00	0.00
42640	MDC RENTAL RATES	139,580.00	0.00	139,580.00	0.00	0.00	100.00
42800	EQUIPMENT MAINTENANCE	117,390.43	31.09	74,028.97	1,395.53	41,965.93	64.25
42810	BUILDING MAINTENANCE	24,700.00	3,517.80	22,462.03	0.00	2,237.97	90.93
42813	MTCE & REPAIR - EQUIP & FAC	0.00	0.00	2.36	0.00	(2.36)	0.00
42900	PROF. & CONT. SVCS	1,214,414.81	89,878.71	972,925.93	132,266.64	109,222.24	91.00
42905	SPECIAL INVESTIGATIONS	9,070.00	720.00	14,188.39	0.00	(5,118.39)	156.43
43100	MEMBERSHIP & DUES	12,424.00	0.00	7,942.00	0.00	4,482.00	63.92
43200	CONFERENCE, TRAINING & TRAVEL	65,480.00	228.00	80,818.73	0.00	(15,338.73)	123.42
43220	P.O.S.T. CONFERENCE & TRAINING	69,494.00	1,928.00	111,196.01	0.00	(41,702.01)	160.00
43500	BOOKS	1,070.00	0.00	0.00	0.00	1,070.00	0.00
43715	REGULATORY PERMIT & USE FEES	705.00	0.00	595.00	0.00	110.00	84.39
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>4,289,593.57</b>	<b>190,240.23</b>	<b>3,888,501.35</b>	<b>183,059.71</b>	<b>218,032.51</b>	<b>94.91</b>
<b>CAPITAL OUTLAY</b>							
45100	LICENSED VEHICLES	185,663.00	0.00	0.00	137,971.87	47,691.13	74.31
<b>TOTAL FOR CAPITAL OUTLAY</b>		<b>185,663.00</b>	<b>0.00</b>	<b>0.00</b>	<b>137,971.87</b>	<b>47,691.13</b>	<b>74.31</b>
<b>TOTAL FOR POLICE</b>		<b>47,486,241.91</b>	<b>3,422,775.19</b>	<b>44,839,170.24</b>	<b>321,031.58</b>	<b>2,326,040.09</b>	<b>95.10</b>
<b>39 PUBLIC WORKS</b>							
<b>SALARIES-BENEFITS</b>							
41100	PERMANENT EMPLOYEES	1,573,029.30	94,664.32	1,062,506.99	0.00	510,522.31	67.54
41101	SPECIAL ASSIGNMENT PAY	0.00	0.00	401.90	0.00	(401.90)	0.00
41102	SHIFT DIFFERENTIAL	0.00	0.00	6.63	0.00	(6.63)	0.00
41103	OUT OF CLASS PAY	0.00	737.28	4,149.43	0.00	(4,149.43)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	2,626.03	0.00	(2,626.03)	0.00
41140	FINAL LEAVE	0.00	4,839.13	40,816.96	0.00	(40,816.96)	0.00
41141	SP COMP-BILINGUAL	10,712.88	727.45	5,489.85	0.00	5,223.03	51.24

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
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		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41200	TEMPORARY EMPLOYEES	111,963.65	3,052.44	54,582.03	0.00	57,381.62	48.74
41300	OVERTIME	47,855.00	6,257.24	92,267.77	0.00	(44,412.77)	192.80
41400	SPECIAL DUTY PAY	21,910.00	2,243.90	30,184.37	0.00	(8,274.37)	137.76
41410	AUTO ALLOWANCE	2,534.40	194.96	2,457.79	0.00	76.61	96.97
41500	DEFERRED COMPENSATION MATCH	8,548.00	2,326.99	6,151.45	0.00	2,396.55	71.96
41510	PST DEFERRED COMPENSATION	706.84	22.71	156.02	0.00	550.82	22.07
41520	TIERED EMP DEF COMPENSATION	3,942.00	801.00	3,238.89	0.00	703.11	82.16
41530	TIERED RHS BENEFIT	2,614.00	618.00	2,339.63	0.00	274.37	89.50
41600	LONGEVITY	7,824.41	655.09	13,036.93	0.00	(5,212.52)	166.61
41630	ONE TIME MOU PAYMENTS	19,076.73	0.00	19,076.73	0.00	0.00	100.00
41700	ANNUAL LEAVE BUYBACK	10,124.35	0.00	10,123.65	0.00	0.70	99.99
41710	ANNUAL LEAVE OVER MAX	1,404.00	0.00	1,359.84	0.00	44.16	96.85
41910	PERS-NORMAL	181,273.05	10,963.33	123,471.82	0.00	57,801.23	68.11
41912	PERS-UNFUNDED	97,270.47	0.00	97,270.47	0.00	0.00	100.00
41920	MEDICARE	53,549.42	3,471.81	39,791.29	0.00	13,758.13	74.30
41929	SHORT TERM DISABILITY	5,031.91	355.26	3,535.38	0.00	1,496.53	70.25
41930	LONG TERM DISABILITY	10,695.93	663.73	7,435.99	0.00	3,259.94	69.52
41931	WORKERS COMP	33,936.75	1,993.74	22,413.28	0.00	11,523.47	66.04
41932	STATE UNEMPLOYMENT INSURANCE	915.89	58.68	691.21	0.00	224.68	75.46
41940	HEALTH INSURANCE	303,851.89	13,017.68	155,468.16	0.00	148,383.73	51.16
41945	OPT OUT HEALTH INSURANCE	26,863.00	2,695.98	40,643.52	0.00	(13,780.52)	151.29
41946	LIFE INSURANCE	13,057.62	810.09	9,076.28	0.00	3,981.34	69.50
41951	HEALTH ALLOWANCE CREDIT	0.00	718.92	4,627.95	0.00	(4,627.95)	0.00
41996	VACANCY FACTOR	(141,951.00)	0.00	0.00	0.00	(141,951.00)	0.00
41997	BUDGETARY/PAYROLL	(74,200.00)	0.00	0.00	0.00	(74,200.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>2,332,540.49</b>	<b>151,889.73</b>	<b>1,855,398.24</b>	<b>0.00</b>	<b>477,142.25</b>	<b>79.54</b>
<b>SERVICES-SUPPLIES</b>							
42020	MINOR EQUIPMENT & FURNITURE	3,800.00	0.00	5,826.10	0.00	(2,026.10)	153.31
42033	CONSTRUCTION MATERIALS	0.00	0.00	106.30	0.00	(106.30)	0.00
42034	SAFETY MATERIALS/CONSTRUCTION	450.00	0.00	669.22	0.00	(219.22)	148.71
42055	COMPUTER EQUIPMENT &	9,550.00	0.00	17,160.78	0.00	(7,610.78)	179.69
42100	UNIFORM EXPENSE	300.00	0.00	0.00	0.00	300.00	0.00
42101	SAFETY SHOES - MOU ITEM	4,947.63	0.00	0.00	0.00	4,947.63	0.00
42300	WIRELESS COMMUNICATION	7,350.00	0.00	10,012.74	0.00	(2,662.74)	136.22
42320	POSTAGE & SHIPPING	600.00	15.83	772.18	0.00	(172.18)	128.69
42340	OFFICE SUPPLIES	7,900.00	560.31	6,723.63	0.00	1,176.37	85.10
42345	FIRST AID KIT SUPPLIES	200.00	0.00	92.95	0.00	107.05	46.47
42350	PROGRAM EXPENDITURES	6,200.00	470.11	2,860.95	0.00	3,339.05	46.14
42360	CLEANING/JANITORIAL SUPPLIES	0.00	0.00	100.26	0.00	(100.26)	0.00
42435	RECYCLED WATER UTILITY	0.00	0.00	10.85	0.00	(10.85)	0.00

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
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		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance (Over)/Under</u>	<u>% Used</u>
42600	MOTOR POOL RENTAL	48,083.25	0.00	48,083.25	0.00	0.00	100.00
42710	MILEAGE/VEHICLE EXP REIMB	1,650.00	0.00	18.95	0.00	1,631.05	1.14
42800	EQUIPMENT MAINTENANCE	13,800.00	0.00	0.00	0.00	13,800.00	0.00
42900	PROF. & CONT. SVCS	319,863.71	98,297.50	148,946.24	106,719.58	64,197.89	79.92
43100	MEMBERSHIP & DUES	1,400.00	0.00	4,059.77	0.00	(2,659.77)	289.98
43200	CONFERENCE, TRAINING & TRAVEL	6,900.00	0.00	3,954.08	0.00	2,945.92	57.30
43724	OUTSIDE SERVICES - LABOR	536,218.00	42,199.40	480,502.30	173,038.26	(117,322.56)	121.87
43727	INSPECTION	661,111.25	134,810.00	354,351.49	474,505.25	(167,745.49)	125.37
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>1,630,323.84</b>	<b>276,353.15</b>	<b>1,084,252.04</b>	<b>754,263.09</b>	<b>(208,191.29)</b>	<b>112.76</b>
<b>TOTAL FOR PUBLIC WORKS</b>		<b>3,962,864.33</b>	<b>428,242.88</b>	<b>2,939,650.28</b>	<b>754,263.09</b>	<b>268,950.96</b>	<b>93.21</b>

**41 MAINTENANCE SERVICES**  
**SALARIES-BENEFITS**

41100	PERMANENT EMPLOYEES	1,266,235.86	89,645.07	1,071,314.35	0.00	194,921.51	84.60
41103	OUT OF CLASS PAY	0.00	53.52	2,587.60	0.00	(2,587.60)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	4,820.56	0.00	(4,820.56)	0.00
41140	FINAL LEAVE	0.00	0.00	9,017.91	0.00	(9,017.91)	0.00
41141	SP COMP-BILINGUAL	3,981.63	372.88	3,853.98	0.00	127.65	96.79
41148	SP COMP-GRADE 5 CERT PAY	0.00	148.96	446.88	0.00	(446.88)	0.00
41200	TEMPORARY EMPLOYEES	18,484.96	0.00	1,499.29	0.00	16,985.67	8.11
41300	OVERTIME	156,796.00	5,382.67	124,822.85	0.00	31,973.15	79.60
41320	COMP TIME	0.00	394.99	5,261.46	0.00	(5,261.46)	0.00
41400	SPECIAL DUTY PAY	34,498.00	4,709.24	57,109.66	0.00	(22,611.66)	165.54
41410	AUTO ALLOWANCE	1,210.80	57.60	724.11	0.00	486.69	59.80
41500	DEFERRED COMPENSATION MATCH	8,009.00	1,743.90	7,342.20	0.00	666.80	91.67
41510	PST DEFERRED COMPENSATION	0.00	0.00	19.50	0.00	(19.50)	0.00
41520	TIERED EMP DEF COMPENSATION	5,736.00	1,613.99	6,103.49	0.00	(367.49)	106.40
41530	TIERED RHS BENEFIT	2,424.00	686.00	2,591.50	0.00	(167.50)	106.91
41600	LONGEVITY	13,127.96	1,061.08	22,021.56	0.00	(8,893.60)	167.74
41630	ONE TIME MOU PAYMENTS	23,737.89	0.00	23,737.89	0.00	0.00	100.00
41700	ANNUAL LEAVE BUYBACK	21,659.37	0.00	21,673.34	0.00	(13.97)	100.06
41710	ANNUAL LEAVE OVER MAX	6,534.00	0.00	5,515.43	0.00	1,018.57	84.41
41910	PERS-NORMAL	148,657.50	10,443.50	126,841.28	0.00	21,816.22	85.32
41912	PERS-UNFUNDED	91,867.32	0.00	91,867.32	0.00	0.00	100.00
41920	MEDICARE	47,874.79	3,195.60	41,564.55	0.00	6,310.24	86.81
41929	SHORT TERM DISABILITY	4,052.49	329.91	3,485.59	0.00	566.90	86.01
41930	LONG TERM DISABILITY	8,610.92	614.61	7,319.39	0.00	1,291.53	85.00
41931	WORKERS COMP	26,776.55	1,865.41	22,004.08	0.00	4,772.47	82.17
41932	STATE UNEMPLOYMENT INSURANCE	792.59	53.00	704.02	0.00	88.57	88.82
41940	HEALTH INSURANCE	293,104.77	18,151.39	213,303.68	0.00	79,801.09	72.77
41945	OPT OUT HEALTH INSURANCE	48,745.00	3,765.99	61,675.75	0.00	(12,930.75)	126.52



**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
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		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41946	LIFE INSURANCE	10,509.67	750.22	8,933.87	0.00	1,575.80	85.00
41951	HEALTH ALLOWANCE CREDIT	0.00	771.17	5,429.02	0.00	(5,429.02)	0.00
41996	VACANCY FACTOR	(57,676.00)	0.00	0.00	0.00	(57,676.00)	0.00
41997	BUDGETARY/PAYROLL	(6,690.00)	0.00	0.00	0.00	(6,690.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>2,179,061.07</b>	<b>145,810.70</b>	<b>1,953,592.11</b>	<b>0.00</b>	<b>225,468.96</b>	<b>89.65</b>
<b>SERVICES-SUPPLIES</b>							
42020	MINOR EQUIPMENT & FURNITURE	13,000.00	2,485.72	19,242.12	2,500.00	(8,742.12)	167.24
42030	BUILDING MAINTENANCE SUPPLIES	0.00	0.00	1,098.47	0.00	(1,098.47)	0.00
42033	CONSTRUCTION MATERIALS	207,372.00	15,894.22	190,339.76	36,860.37	(19,828.13)	109.56
42034	SAFETY MATERIALS/CONSTRUCTION	8,500.00	876.57	11,108.52	483.72	(3,092.24)	136.37
42055	COMPUTER EQUIPMENT &	3,365.00	0.00	7,171.54	0.00	(3,806.54)	213.12
42100	UNIFORM EXPENSE	9,694.00	(302.41)	8,116.64	0.00	1,577.36	83.72
42101	SAFETY SHOES - MOU ITEM	3,717.00	0.00	0.00	0.00	3,717.00	0.00
42200	ADVERTISING EXPENSE	1,200.00	0.00	3,962.94	0.00	(2,762.94)	330.24
42220	PROMOTIONAL/PUBLIC OUTREACH	0.00	0.00	2,174.97	1,259.12	(3,434.09)	0.00
42300	WIRELESS COMMUNICATION	13,125.00	0.00	11,462.69	0.00	1,662.31	87.33
42310	PHONES, FAX, ISDN LINES	5,298.00	383.48	4,612.09	0.00	685.91	87.05
42320	POSTAGE & SHIPPING	151.00	0.00	1.46	0.00	149.54	0.96
42340	OFFICE SUPPLIES	200.00	44.91	280.13	0.00	(80.13)	140.06
42345	FIRST AID KIT SUPPLIES	547.00	0.00	128.72	0.00	418.28	23.53
42350	PROGRAM EXPENDITURES	13,389.00	880.97	14,720.01	0.00	(1,331.01)	109.94
42360	CLEANING/JANITORIAL SUPPLIES	500.00	0.00	84.16	0.00	415.84	16.83
42440	GASOLINE	1,479.00	0.00	0.00	0.00	1,479.00	0.00
42441	UNLEADED FUEL	1,500.00	419.52	3,829.58	0.00	(2,329.58)	255.30
42442	DIESEL FUEL	500.00	0.00	321.03	0.00	178.97	64.20
42600	MOTOR POOL RENTAL	406,103.50	0.00	402,415.50	0.00	3,688.00	99.09
42605	RETAINED VEHICLE EXPENSE	11,100.00	0.00	11,100.00	0.00	0.00	100.00
42610	DIRECT VEHICLE EXPENSE	1,798.00	0.00	0.00	0.00	1,798.00	0.00
42700	OTHER EQUIPMENT RENTAL	5,745.72	1,086.01	3,688.51	1,382.93	674.28	88.26
42710	MILEAGE/VEHICLE EXP REIMB	3,126.00	0.00	551.13	0.00	2,574.87	17.63
42800	EQUIPMENT MAINTENANCE	0.00	89.41	89.41	0.00	(89.41)	0.00
42810	BUILDING MAINTENANCE	0.00	0.00	11,192.88	0.00	(11,192.88)	0.00
42813	MTCE & REPAIR - EQUIP & FAC	548,738.50	60,155.33	470,080.11	203,012.85	(124,354.46)	122.66
42815	SCADA MAINTENANCE	0.00	0.00	360.29	0.00	(360.29)	0.00
42816	MOWING/LANDSCAPE CONTRACTS	75,000.00	11,250.00	32,770.00	0.00	42,230.00	43.69
42822	VANDALISM	13,000.00	0.00	1,958.00	9,285.63	1,756.37	86.48
42900	PROF. & CONT. SVCS	1,507,821.00	108,430.20	1,115,131.17	149,165.59	243,524.24	83.84
42960	INDIRECT SPEC DST COUNTY ADMIN	14,866.00	0.00	0.00	0.00	14,866.00	0.00
43200	CONFERENCE, TRAINING & TRAVEL	5,000.00	0.00	1,052.18	0.00	3,947.82	21.04
43715	REGULATORY PERMIT & USE FEES	11,919.00	0.00	8,371.03	0.00	3,547.97	70.23

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance (Over)/Under</u>	<u>% Used</u>
43716	JOB REQ CERTIFICATES & LICENSE	5,058.00	0.00	0.00	0.00	5,058.00	0.00
43722	PREVENTION & MAINTENANCE	248,362.67	4,191.23	78,072.75	73,991.82	96,298.10	61.22
43726	PROJECT MANAGEMENT	0.00	0.00	388.80	0.00	(388.80)	0.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>3,141,175.39</b>	<b>205,885.16</b>	<b>2,415,876.59</b>	<b>477,942.03</b>	<b>247,356.77</b>	<b>92.12</b>
<b>CAPITAL OUTLAY</b>							
45200	MACHINERY, EQUIPMENT, & FIXTUR	8,657.00	0.00	7,930.40	0.00	726.60	91.60
<b>TOTAL FOR CAPITAL OUTLAY</b>		<b>8,657.00</b>	<b>0.00</b>	<b>7,930.40</b>	<b>0.00</b>	<b>726.60</b>	<b>91.60</b>
<b>TOTAL FOR MAINTENANCE SERVICES</b>		<b>5,328,893.46</b>	<b>351,695.86</b>	<b>4,377,399.10</b>	<b>477,942.03</b>	<b>473,552.33</b>	<b>91.11</b>
<b>47 COMMUNITY SERVICES</b>							
<b>SALARIES-BENEFITS</b>							
41100	PERMANENT EMPLOYEES	2,101,336.31	137,369.39	1,583,745.14	0.00	517,591.17	75.36
41101	SPECIAL ASSIGNMENT PAY	0.00	1.03	1.03	0.00	(1.03)	0.00
41140	FINAL LEAVE	0.00	2,143.17	7,231.75	0.00	(7,231.75)	0.00
41141	SP COMP-BILINGUAL	11,374.80	1,347.70	10,210.20	0.00	1,164.60	89.76
41200	TEMPORARY EMPLOYEES	2,006,275.12	112,038.15	1,396,992.65	0.00	609,282.47	69.63
41300	OVERTIME	1,810.00	313.01	2,934.13	0.00	(1,124.13)	162.10
41400	SPECIAL DUTY PAY	1,460.00	993.33	22,448.92	0.00	(20,988.92)	1,537.59
41410	AUTO ALLOWANCE	4,896.00	376.62	4,734.65	0.00	161.35	96.70
41500	DEFERRED COMPENSATION MATCH	8,362.96	2,795.00	9,360.00	0.00	(997.04)	111.92
41510	PST DEFERRED COMPENSATION	21,162.56	1,121.94	15,167.37	0.00	5,995.19	71.67
41520	TIERED EMP DEF COMPENSATION	4,948.67	1,477.50	5,527.50	0.00	(578.83)	111.69
41530	TIERED RHS BENEFIT	3,351.20	1,077.50	3,627.50	0.00	(276.30)	108.24
41600	LONGEVITY	9,263.00	792.26	17,319.02	0.00	(8,056.02)	186.96
41630	ONE TIME MOU PAYMENTS	30,028.65	0.00	30,028.65	0.00	0.00	100.00
41660	TUITION REIMBURSEMENT	2,500.00	0.00	7,478.00	0.00	(4,978.00)	299.12
41700	ANNUAL LEAVE BUYBACK	27,801.00	0.00	19,206.71	0.00	8,594.29	69.08
41710	ANNUAL LEAVE OVER MAX	11,321.00	0.00	18,350.89	0.00	(7,029.89)	162.09
41910	PERS-NORMAL	298,565.32	18,857.73	208,653.15	0.00	89,912.17	69.88
41912	PERS-UNFUNDED	117,477.30	0.00	117,477.30	0.00	0.00	100.00
41920	MEDICARE	96,128.88	6,082.46	71,942.51	0.00	24,186.37	74.83
41929	SHORT TERM DISABILITY	6,765.61	498.30	5,129.30	0.00	1,636.31	75.81
41930	LONG TERM DISABILITY	11,000.59	932.89	10,772.92	0.00	227.67	97.93
41931	WORKERS COMP	81,464.65	5,017.51	59,771.81	0.00	21,692.84	73.37
41932	STATE UNEMPLOYMENT INSURANCE	2,105.47	129.69	1,569.93	0.00	535.54	74.56
41940	HEALTH INSURANCE	367,033.03	19,647.77	214,418.57	0.00	152,614.46	58.41
41945	OPT OUT HEALTH INSURANCE	52,750.00	2,600.00	42,787.50	0.00	9,962.50	81.11
41946	LIFE INSURANCE	17,568.41	1,138.62	13,149.47	0.00	4,418.94	74.84
41951	HEALTH ALLOWANCE CREDIT	0.00	819.50	4,986.30	0.00	(4,986.30)	0.00
41996	VACANCY FACTOR	(193,885.00)	0.00	0.00	0.00	(193,885.00)	0.00

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41997	BUDGETARY/PAYROLL	(16,914.00)	0.00	0.00	0.00	(16,914.00)	0.00
TOTAL FOR SALARIES-BENEFITS		5,085,951.53	317,571.07	3,905,022.87	0.00	1,180,928.66	76.78
SERVICES-SUPPLIES							
42001	APPOINTED OFFICIAL STIPEND	5,400.00	600.00	4,050.00	0.00	1,350.00	75.00
42010	SUBSCRIPTIONS	6,587.00	0.00	6,199.09	0.00	387.91	94.11
42012	AUDIO VISUAL	6,000.00	0.00	6,000.00	0.00	0.00	100.00
42014	ELECTRONIC INFO RESOURCES	21,432.22	0.00	20,870.12	84.09	478.01	97.76
42020	MINOR EQUIPMENT & FURNITURE	21,150.10	337.10	26,757.98	0.00	(5,607.88)	126.51
42034	SAFETY MATERIALS/CONSTRUCTION	0.00	0.00	708.20	0.00	(708.20)	0.00
42055	COMPUTER EQUIPMENT &	27,003.46	0.00	5,405.10	0.00	21,598.36	20.01
42100	UNIFORM EXPENSE	8,750.00	0.00	2,518.90	0.00	6,231.10	28.78
42200	ADVERTISING EXPENSE	0.00	0.00	194.52	0.00	(194.52)	0.00
42220	PROMOTIONAL/PUBLIC OUTREACH	4,000.00	0.00	3,370.98	0.00	629.02	84.27
42300	WIRELESS COMMUNICATION	13,224.00	0.00	13,609.41	0.00	(385.41)	102.91
42310	PHONES, FAX, ISDN LINES	2,500.00	168.04	2,028.77	0.00	471.23	81.15
42320	POSTAGE & SHIPPING	26,800.00	1,709.60	18,781.90	0.00	8,018.10	70.08
42340	OFFICE SUPPLIES	14,330.00	60.63	10,694.47	0.00	3,635.53	74.62
42345	FIRST AID KIT SUPPLIES	1,855.00	0.00	297.97	0.00	1,557.03	16.06
42350	PROGRAM EXPENDITURES	290,418.14	4,238.75	198,505.15	0.00	91,912.99	68.35
42441	UNLEADED FUEL	1,825.00	63.92	454.06	0.00	1,370.94	24.88
42630	PARTS/LABOR ON CITY VEHICLES	700.00	0.00	0.00	0.00	700.00	0.00
42700	OTHER EQUIPMENT RENTAL	8,200.00	0.00	7,144.53	0.00	1,055.47	87.12
42710	MILEAGE/VEHICLE EXP REIMB	0.00	0.00	486.75	0.00	(486.75)	0.00
42800	EQUIPMENT MAINTENANCE	22,956.00	0.00	13,761.70	1,800.00	7,394.30	67.78
42810	BUILDING MAINTENANCE	2,500.00	0.00	99.82	0.00	2,400.18	3.99
42813	MTCE & REPAIR - EQUIP & FAC	13,000.00	0.00	6,285.96	0.00	6,714.04	48.35
42900	PROF. & CONT. SVCS	754,704.56	25,159.19	534,767.46	36,773.67	183,163.43	75.73
43000	INSURANCE & SURETY BONDS	8,500.00	0.00	6,555.00	0.00	1,945.00	77.11
43100	MEMBERSHIP & DUES	8,989.00	0.00	4,111.64	0.00	4,877.36	45.74
43200	CONFERENCE, TRAINING & TRAVEL	35,555.00	4,163.03	22,684.64	3,062.74	9,807.62	72.41
43500	BOOKS	(5,000.00)	150.12	18,961.36	0.00	(23,961.36)	(379.22)
43501	CHILDREN'S BOOKS	30,000.00	3,972.97	28,500.76	0.00	1,499.24	95.00
43505	PASSPORT EXPENSES	31,675.00	5,230.01	19,935.40	0.00	11,739.60	62.93
TOTAL FOR SERVICES-SUPPLIES		1,363,054.48	45,853.36	983,741.64	41,720.50	337,592.34	75.23
CAPITAL OUTLAY							
45100	LICENSED VEHICLES	0.00	0.00	1,500.00	0.00	(1,500.00)	0.00
TOTAL FOR CAPITAL OUTLAY		0.00	0.00	1,500.00	0.00	(1,500.00)	0.00
TOTAL FOR COMMUNITY SERVICES		6,449,006.01	363,424.43	4,890,264.51	41,720.50	1,517,021.00	76.47

**65 PARK MAINTENANCE/LMD**

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Month to</u>	<u>Expenditures</u> <u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>SALARIES-BENEFITS</b>							
41100	PERMANENT EMPLOYEES	952,484.10	65,670.23	682,297.18	0.00	270,186.92	71.63
41110	CONTRACTUAL OBLIGATION	0.00	0.00	6,554.64	0.00	(6,554.64)	0.00
41141	SP COMP-BILINGUAL	12,985.96	1,225.00	10,687.50	0.00	2,298.46	82.30
41200	TEMPORARY EMPLOYEES	213,046.58	6,971.61	60,538.93	0.00	152,507.65	28.41
41300	OVERTIME	126,544.00	11,634.47	179,454.05	0.00	(52,910.05)	141.81
41320	COMP TIME	0.00	350.20	4,951.97	0.00	(4,951.97)	0.00
41400	SPECIAL DUTY PAY	4,956.00	2,171.43	35,343.57	0.00	(30,387.57)	713.14
41410	AUTO ALLOWANCE	864.00	66.46	835.50	0.00	28.50	96.70
41500	DEFERRED COMPENSATION MATCH	5,637.04	525.00	2,075.00	0.00	3,562.04	36.81
41510	PST DEFERRED COMPENSATION	1,415.44	69.80	718.58	0.00	696.86	50.76
41520	TIERED EMP DEF COMPENSATION	3,451.33	735.00	2,947.50	0.00	503.83	85.40
41530	TIERED RHS BENEFIT	1,448.80	335.00	1,347.50	0.00	101.30	93.00
41600	LONGEVITY	3,300.00	261.52	5,846.03	0.00	(2,546.03)	177.15
41630	ONE TIME MOU PAYMENTS	14,036.32	0.00	14,036.32	0.00	0.00	100.00
41700	ANNUAL LEAVE BUYBACK	17,825.00	0.00	15,498.70	0.00	2,326.30	86.94
41710	ANNUAL LEAVE OVER MAX	2,584.00	0.00	4,033.27	0.00	(1,449.27)	156.08
41910	PERS-NORMAL	120,874.06	7,846.23	81,157.81	0.00	39,716.25	67.14
41912	PERS-UNFUNDED	50,573.94	0.00	50,573.94	0.00	0.00	100.00
41920	MEDICARE	39,245.05	2,590.72	29,986.11	0.00	9,258.94	76.40
41929	SHORT TERM DISABILITY	3,204.57	241.11	2,214.07	0.00	990.50	69.09
41930	LONG TERM DISABILITY	10,185.78	446.56	4,639.49	0.00	5,546.29	45.54
41931	WORKERS COMP	24,139.15	1,512.11	15,343.36	0.00	8,795.79	63.56
41932	STATE UNEMPLOYMENT INSURANCE	685.17	45.42	526.48	0.00	158.69	76.83
41940	HEALTH INSURANCE	197,993.41	12,530.40	131,174.09	0.00	66,819.32	66.25
41945	OPT OUT HEALTH INSURANCE	41,175.00	2,050.00	39,012.50	0.00	2,162.50	94.74
41946	LIFE INSURANCE	8,292.04	545.07	5,663.47	0.00	2,628.57	68.30
41951	HEALTH ALLOWANCE CREDIT	0.00	795.08	4,636.98	0.00	(4,636.98)	0.00
41996	VACANCY FACTOR	(124,269.00)	0.00	0.00	0.00	(124,269.00)	0.00
41997	BUDGETARY/PAYROLL	(38,250.00)	0.00	0.00	0.00	(38,250.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>1,694,427.74</b>	<b>118,618.42</b>	<b>1,392,094.54</b>	<b>0.00</b>	<b>302,333.20</b>	<b>82.15</b>
<b>SERVICES-SUPPLIES</b>							
42020	MINOR EQUIPMENT & FURNITURE	19,130.70	2,010.97	36,226.34	0.00	(17,095.64)	189.36
42033	CONSTRUCTION MATERIALS	235,562.00	24,420.21	333,032.66	96,179.58	(193,650.24)	182.20
42034	SAFETY MATERIALS/CONSTRUCTION	1,000.00	1,021.53	9,585.65	0.00	(8,585.65)	958.56
42055	COMPUTER EQUIPMENT &	147.00	0.00	3,131.00	0.00	(2,984.00)	2,129.93
42100	UNIFORM EXPENSE	5,764.00	569.05	8,649.68	0.00	(2,885.68)	150.06
42101	SAFETY SHOES - MOU ITEM	2,669.00	0.00	0.00	0.00	2,669.00	0.00
42200	ADVERTISING EXPENSE	300.00	786.42	3,433.99	0.00	(3,133.99)	1,144.66
42300	WIRELESS COMMUNICATION	4,275.00	297.92	11,576.11	0.00	(7,301.11)	270.78

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance (Over)/Under</u>	<u>% Used</u>
42310	PHONES, FAX, ISDN LINES	2,699.00	219.28	7,708.87	0.00	(5,009.87)	285.61
42320	POSTAGE & SHIPPING	50.00	0.00	265.73	0.00	(215.73)	531.46
42340	OFFICE SUPPLIES	1,000.00	6.48	303.23	0.00	696.77	30.32
42350	PROGRAM EXPENDITURES	46,305.00	2,697.20	53,930.78	15,505.80	(23,131.58)	149.95
42360	CLEANING/JANITORIAL SUPPLIES	0.00	0.00	84.16	0.00	(84.16)	0.00
42430	WATER UTILITY	0.00	335.53	6,258.30	0.00	(6,258.30)	0.00
42435	RECYCLED WATER UTILITY	0.00	210.16	853.00	0.00	(853.00)	0.00
42441	UNLEADED FUEL	2,244.00	104.79	2,222.34	0.00	21.66	99.03
42500	RENTS & LEASES	3,800.00	0.00	0.00	0.00	3,800.00	0.00
42600	MOTOR POOL RENTAL	98,841.00	0.00	98,841.00	0.00	0.00	100.00
42605	RETAINED VEHICLE EXPENSE	11,765.00	0.00	11,765.00	0.00	0.00	100.00
42610	DIRECT VEHICLE EXPENSE	40,714.00	0.00	0.00	37,813.96	2,900.04	92.87
42700	OTHER EQUIPMENT RENTAL	34,500.00	18,756.78	90,722.19	51,074.72	(107,296.91)	411.00
42811	MAINTENANCE & OPERATING	309,060.00	0.00	13,838.77	0.00	295,221.23	4.47
42813	MTCE & REPAIR - EQUIP & FAC	509,781.55	63,420.92	638,774.55	75,280.87	(204,273.87)	140.07
42815	SCADA MAINTENANCE	4,000.00	0.00	0.00	0.00	4,000.00	0.00
42816	MOWING/LANDSCAPE CONTRACTS	1,613,763.93	320,860.44	1,884,431.93	195,269.59	(465,937.59)	128.87
42819	GRAFFITI REMOVAL	160,135.00	124,217.50	268,908.98	31,555.00	(140,328.98)	187.63
42821	TREE MAINTENANCE	995,621.65	49,603.50	900,822.08	221.70	94,577.87	90.50
42900	PROF. & CONT. SVCS	546,092.71	26,485.18	297,255.27	33,102.81	215,734.63	60.49
42910	REFUSE DISPOSAL	0.00	148.12	1,477.33	0.00	(1,477.33)	0.00
43100	MEMBERSHIP & DUES	0.00	0.00	70.00	0.00	(70.00)	0.00
43200	CONFERENCE, TRAINING & TRAVEL	2,500.00	0.00	2,571.00	0.00	(71.00)	102.84
43301	CAPITAL IMPROVEMENTS	0.00	1,695.00	1,695.00	0.00	(1,695.00)	0.00
43715	REGULATORY PERMIT & USE FEES	1,856.00	406.00	1,960.00	0.00	(104.00)	105.60
43716	JOB REQ CERTIFICATES & LICENSE	1,200.00	0.00	2,335.00	0.00	(1,135.00)	194.58
43722	PREVENTION & MAINTENANCE	231,171.27	22,737.40	188,624.70	32,075.30	10,471.27	95.47
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>4,885,947.81</b>	<b>661,010.38</b>	<b>4,881,354.64</b>	<b>568,079.33</b>	<b>(563,486.16)</b>	<b>111.53</b>
<b>CAPITAL OUTLAY</b>							
45100	LICENSED VEHICLES	25,775.00	0.00	0.00	0.00	25,775.00	0.00
<b>TOTAL FOR CAPITAL OUTLAY</b>		<b>25,775.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25,775.00</b>	<b>0.00</b>
<b>TOTAL FOR PARK MAINTENANCE/LMD</b>		<b>6,606,150.55</b>	<b>779,628.80</b>	<b>6,273,449.18</b>	<b>568,079.33</b>	<b>(235,377.96)</b>	<b>103.56</b>
<b>FUN 110</b>		<b>407,637,807.40</b>	<b>10,418,047.34</b>	<b>376,716,024.01</b>	<b>8,013,359.70</b>	<b>22,908,423.69</b>	<b>94.38</b>

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>120</b>	<b>MEASURE X FUND</b>						
<b>00</b>	<b>NOT APPLICABLE</b>						
	<b>SALARIES-BENEFITS</b>						
41100	PERMANENT EMPLOYEES	0.00	469.20	2,080.12	0.00	(2,080.12)	0.00
41300	OVERTIME	0.00	12,816.82	14,294.87	0.00	(14,294.87)	0.00
41320	COMP TIME	0.00	821.12	821.12	0.00	(821.12)	0.00
41600	LONGEVITY	0.00	7.21	32.00	0.00	(32.00)	0.00
41910	PERS-NORMAL	0.00	54.27	240.60	0.00	(240.60)	0.00
41920	MEDICARE	0.00	391.23	483.30	0.00	(483.30)	0.00
41931	WORKERS COMP	0.00	9.38	41.59	0.00	(41.59)	0.00
41932	STATE UNEMPLOYMENT INSURANCE	0.00	6.74	8.29	0.00	(8.29)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		0.00	14,575.97	18,001.89	0.00	(18,001.89)	0.00
	<b>SERVICES-SUPPLIES</b>						
40000	CIP & PROJECT EXPENSE	9,259,001.00	0.00	0.00	0.00	9,259,001.00	0.00
42020	MINOR EQUIPMENT & FURNITURE	0.00	16,956.97	26,504.19	0.00	(26,504.19)	0.00
42028	SCBA BREATHING APPARATUS	0.00	0.00	72,187.65	516,629.42	(588,817.07)	0.00
42055	COMPUTER EQUIPMENT &	0.00	1,057.21	1,174.64	0.00	(1,174.64)	0.00
42300	WIRELESS COMMUNICATION	0.00	1,218.41	1,218.41	0.00	(1,218.41)	0.00
42305	PBLC SFTY RADIO COMMUNICATION	0.00	583.43	328,755.08	322.00	(329,077.08)	0.00
42320	POSTAGE & SHIPPING	0.00	341.33	341.33	0.00	(341.33)	0.00
42810	BUILDING MAINTENANCE	0.00	0.00	1,080.00	0.00	(1,080.00)	0.00
42811	MAINTENANCE & OPERATING	0.00	280.00	280.00	0.00	(280.00)	0.00
42813	MTCE & REPAIR - EQUIP & FAC	0.00	0.00	49,103.86	2,796.14	(51,900.00)	0.00
42900	PROF. & CONT. SVCS	0.00	15,298.31	74,078.63	141,497.11	(215,575.74)	0.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		9,259,001.00	35,735.66	554,723.79	661,244.67	8,043,032.54	13.13
	<b>CAPITAL OUTLAY</b>						
45100	LICENSED VEHICLES	0.00	0.00	0.00	1,606,904.32	(1,606,904.32)	0.00
<b>TOTAL FOR CAPITAL OUTLAY</b>		0.00	0.00	0.00	1,606,904.32	(1,606,904.32)	0.00
<b>TOTAL FOR NOT APPLICABLE</b>		9,259,001.00	50,311.63	572,725.68	2,268,148.99	6,418,126.33	30.68
<b>13</b>	<b>DEBT SERVICE</b>						
	<b>SERVICES-SUPPLIES</b>						
44001	DS PRINCIPAL 2021 POBS	126,537.00	0.00	126,537.00	0.00	0.00	100.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		126,537.00	0.00	126,537.00	0.00	0.00	100.00
<b>TOTAL FOR DEBT SERVICE</b>		126,537.00	0.00	126,537.00	0.00	0.00	100.00
<b>FUN 120</b>		9,385,538.00	50,311.63	699,262.68	2,268,148.99	6,418,126.33	31.61

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>232</b>	<b>CIVIC CENTER</b>						
<b>00</b>	<b>NOT APPLICABLE</b>						
	<b>SALARIES-BENEFITS</b>						
41300	OVERTIME	0.00	0.00	222.41	0.00	(222.41)	0.00
41920	MEDICARE	0.00	0.00	6.52	0.00	(6.52)	0.00
41932	STATE UNEMPLOYMENT INSURANCE	0.00	0.00	0.11	0.00	(0.11)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>0.00</b>	<b>0.00</b>	<b>229.04</b>	<b>0.00</b>	<b>(229.04)</b>	<b>0.00</b>
	<b>SERVICES-SUPPLIES</b>						
40000	CIP & PROJECT EXPENSE	213,730.63	0.00	0.00	0.00	213,730.63	0.00
43301	CAPITAL IMPROVEMENTS	41,240.00	0.00	0.00	41,240.00	0.00	100.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>254,970.63</b>	<b>0.00</b>	<b>0.00</b>	<b>41,240.00</b>	<b>213,730.63</b>	<b>16.17</b>
<b>TOTAL FOR NOT APPLICABLE</b>		<b>254,970.63</b>	<b>0.00</b>	<b>229.04</b>	<b>41,240.00</b>	<b>213,501.59</b>	<b>16.26</b>
<b>41</b>	<b>MAINTENANCE SERVICES</b>						
	<b>SERVICES-SUPPLIES</b>						
42033	CONSTRUCTION MATERIALS	3,900.00	110.84	2,993.17	3,158.98	(2,252.15)	157.74
42410	ELECTRIC UTILITY	60,000.00	4,375.89	50,704.39	0.00	9,295.61	84.50
42420	NATURAL GAS UTILITY	1,040.00	15.78	1,374.81	0.00	(334.81)	132.19
42430	WATER UTILITY	22,680.00	2,238.32	17,537.46	0.00	5,142.54	77.32
42813	MTCE & REPAIR - EQUIP & FAC	40,340.99	0.00	8,334.80	14,521.20	17,484.99	56.65
42822	VANDALISM	1,000.00	0.00	2,732.29	1,189.89	(2,922.18)	392.21
42900	PROF. & CONT. SVCS	35,752.00	2,730.71	31,446.31	0.00	4,305.69	87.95
43715	REGULATORY PERMIT & USE FEES	230.00	0.00	164.83	0.00	65.17	71.66
43722	PREVENTION & MAINTENANCE	13,191.70	190.00	5,313.38	185.17	7,693.15	41.68
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>178,134.69</b>	<b>9,661.54</b>	<b>120,601.44</b>	<b>19,055.24</b>	<b>38,478.01</b>	<b>78.39</b>
<b>TOTAL FOR MAINTENANCE SERVICES</b>		<b>178,134.69</b>	<b>9,661.54</b>	<b>120,601.44</b>	<b>19,055.24</b>	<b>38,478.01</b>	<b>78.39</b>
<b>FUN 232</b>		<b>433,105.32</b>	<b>9,661.54</b>	<b>120,830.48</b>	<b>60,295.24</b>	<b>251,979.60</b>	<b>41.82</b>

Ledger: GL  
Level: OB

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

Fiscal Year: 2022  
Fiscal Period: 12

	<u>Budget</u>	<u>Month to</u>	<u>Expenditures</u> <u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>GRAND TOTAL</b>	<b>417,456,450.72</b>	<b>10,478,020.51</b>	<b>377,536,117.17</b>	<b>10,341,803.93</b>	<b>29,578,529.62</b>	<b>92.91</b>



Ledger: GL  
Level: OB

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

Fiscal Year: 2022  
Fiscal Period: 12

	<u>Budget</u>	<u>Month to</u>	<u>Expenditures</u> <u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>453 2012 WATER REV REF PROJECT</b>						
<b>00 NOT APPLICABLE</b>						
SALARIES-BENEFITS						
TOTAL FOR SALARIES-BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES-SUPPLIES						
40000 CIP & PROJECT EXPENSE	8,250.00	0.00	0.00	0.00	8,250.00	0.00
43300 CONSTRUCTION CONTRACTS	2,728,453.51	0.00	2,736,703.51	0.00	(8,250.00)	100.30
TOTAL FOR SERVICES-SUPPLIES	2,736,703.51	0.00	2,736,703.51	0.00	0.00	100.00
<b>TOTAL FOR NOT APPLICABLE</b>	2,736,703.51	0.00	2,736,703.51	0.00	0.00	100.00
<b>FUN 453</b>	2,736,703.51	0.00	2,736,703.51	0.00	0.00	100.00

		<u>Budget</u>	<u>Month to</u>	<u>Expenditures</u> <u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>507</b>	<b>WATER CAPACITY</b>						
<b>00</b>	<b>NOT APPLICABLE</b>						
	<b>SALARIES-BENEFITS</b>						
41100	PERMANENT EMPLOYEES	0.00	0.00	2,335.57	0.00	(2,335.57)	0.00
41600	LONGEVITY	0.00	0.00	1.54	0.00	(1.54)	0.00
41910	PERS-NORMAL	0.00	0.00	266.21	0.00	(266.21)	0.00
41920	MEDICARE	0.00	0.00	71.24	0.00	(71.24)	0.00
41931	WORKERS COMP	0.00	0.00	46.71	0.00	(46.71)	0.00
41932	STATE UNEMPLOYMENT INSURANCE	0.00	0.00	1.19	0.00	(1.19)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>0.00</b>	<b>0.00</b>	<b>2,722.46</b>	<b>0.00</b>	<b>(2,722.46)</b>	<b>0.00</b>
	<b>SERVICES-SUPPLIES</b>						
40000	CIP & PROJECT EXPENSE	568,710.46	0.00	0.00	0.00	568,710.46	0.00
42815	SCADA MAINTENANCE	9,052.00	0.00	4,304.00	0.00	4,748.00	47.54
42900	PROF. & CONT. SVCS	480,709.60	0.00	17,063.00	468,200.60	(4,554.00)	100.94
43300	CONSTRUCTION CONTRACTS	319,494.78	0.00	175,754.32	143,740.46	0.00	100.00
43726	PROJECT MANAGEMENT	0.00	0.00	7,800.00	0.00	(7,800.00)	0.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>1,377,966.84</b>	<b>0.00</b>	<b>204,921.32</b>	<b>611,941.06</b>	<b>561,104.46</b>	<b>59.28</b>
<b>TOTAL FOR NOT APPLICABLE</b>		<b>1,377,966.84</b>	<b>0.00</b>	<b>207,643.78</b>	<b>611,941.06</b>	<b>558,382.00</b>	<b>59.47</b>
<b>50</b>	<b>WATER UTILITY SERVICES</b>						
	<b>SERVICES-SUPPLIES</b>						
44100	INTEREST EXPENSE	490,740.00	0.00	309,214.25	0.00	181,525.75	63.00
44610	ADMINISTRATIVE SERVICES CHARGE	8,138.00	0.00	6,103.50	0.00	2,034.50	75.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>498,878.00</b>	<b>0.00</b>	<b>315,317.75</b>	<b>0.00</b>	<b>183,560.25</b>	<b>63.20</b>
<b>TOTAL FOR WATER UTILITY SERVICES</b>		<b>498,878.00</b>	<b>0.00</b>	<b>315,317.75</b>	<b>0.00</b>	<b>183,560.25</b>	<b>63.20</b>
<b>FUN 507</b>		<b>1,876,844.84</b>	<b>0.00</b>	<b>522,961.53</b>	<b>611,941.06</b>	<b>741,942.25</b>	<b>60.46</b>

		<u>Budget</u>	<u>Month to</u>	<u>Expenditures</u> <u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>567 RECLAIMED WATER SYSTEM</b>							
<b>00 NOT APPLICABLE</b>							
SALARIES-BENEFITS							
41100 PERMANENT EMPLOYEES		0.00	0.00	5,711.67	0.00	(5,711.67)	0.00
41600 LONGEVITY		0.00	0.00	87.59	0.00	(87.59)	0.00
41910 PERS-NORMAL		0.00	0.00	660.51	0.00	(660.51)	0.00
41920 MEDICARE		0.00	0.00	173.02	0.00	(173.02)	0.00
41931 WORKERS COMP		0.00	0.00	114.26	0.00	(114.26)	0.00
41932 STATE UNEMPLOYMENT INSURANCE		0.00	0.00	2.92	0.00	(2.92)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>0.00</b>	<b>0.00</b>	<b>6,749.97</b>	<b>0.00</b>	<b>(6,749.97)</b>	<b>0.00</b>
SERVICES-SUPPLIES							
40000 CIP & PROJECT EXPENSE		1,872,592.53	0.00	0.00	0.00	1,872,592.53	0.00
42033 CONSTRUCTION MATERIALS		2,346.95	0.00	99,631.46	820.52	(98,105.03)	4,280.10
42200 ADVERTISING EXPENSE		0.00	0.00	18.20	0.00	(18.20)	0.00
42350 PROGRAM EXPENDITURES		0.00	0.00	750.00	0.00	(750.00)	0.00
42815 SCADA MAINTENANCE		3,924.00	0.00	3,907.40	16.60	0.00	100.00
42900 PROF. & CONT. SVCS		18,844.48	237.50	1,320.65	18,898.80	(1,374.97)	107.29
43300 CONSTRUCTION CONTRACTS		0.00	0.00	771.09	0.00	(771.09)	0.00
43301 CAPITAL IMPROVEMENTS		21,356.48	0.00	0.00	40,000.00	(18,643.52)	187.29
43726 PROJECT MANAGEMENT		0.00	0.00	872.00	0.00	(872.00)	0.00
43727 INSPECTION		1,478.29	88.00	88.00	0.00	1,390.29	5.95
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>1,920,542.73</b>	<b>325.50</b>	<b>107,358.80</b>	<b>59,735.92</b>	<b>1,753,448.01</b>	<b>8.70</b>
CAPITAL OUTLAY							
45100 LICENSED VEHICLES		0.00	0.00	10,108.18	0.00	(10,108.18)	0.00
<b>TOTAL FOR CAPITAL OUTLAY</b>		<b>0.00</b>	<b>0.00</b>	<b>10,108.18</b>	<b>0.00</b>	<b>(10,108.18)</b>	<b>0.00</b>
<b>TOTAL FOR NOT APPLICABLE</b>		<b>1,920,542.73</b>	<b>325.50</b>	<b>124,216.95</b>	<b>59,735.92</b>	<b>1,736,589.86</b>	<b>9.57</b>
<b>13 DEBT SERVICE</b>							
SALARIES-BENEFITS							
41912 PERS-UNFUNDED		1,191,829.36	0.00	1,187,160.34	0.00	4,669.02	99.60
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>1,191,829.36</b>	<b>0.00</b>	<b>1,187,160.34</b>	<b>0.00</b>	<b>4,669.02</b>	<b>99.60</b>
SERVICES-SUPPLIES							
42900 PROF. & CONT. SVCS		0.00	0.00	4,669.02	0.00	(4,669.02)	0.00
44001 DS PRINCIPAL 2021 POBS		72,859.92	0.00	72,859.92	0.00	0.00	100.00
44101 DS INTEREST 2021 POBS		11,714.56	0.00	11,714.56	0.00	0.00	100.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>84,574.48</b>	<b>0.00</b>	<b>89,243.50</b>	<b>0.00</b>	<b>(4,669.02)</b>	<b>105.52</b>
<b>TOTAL FOR DEBT SERVICE</b>		<b>1,276,403.84</b>	<b>0.00</b>	<b>1,276,403.84</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>39 PUBLIC WORKS</b>							
SALARIES-BENEFITS							

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41100	PERMANENT EMPLOYEES	6,505.29	928.67	5,360.12	0.00	1,145.17	82.39
41500	DEFERRED COMPENSATION MATCH	114.00	0.00	0.00	0.00	114.00	0.00
41520	TIERED EMP DEF COMPENSATION	36.00	9.00	36.00	0.00	0.00	100.00
41530	TIERED RHS BENEFIT	36.00	9.00	36.00	0.00	0.00	100.00
41600	LONGEVITY	96.00	7.38	143.03	0.00	(47.03)	148.98
41630	ONE TIME MOU PAYMENTS	126.91	0.00	126.91	0.00	0.00	100.00
41700	ANNUAL LEAVE BUYBACK	480.84	0.00	480.85	0.00	(0.01)	100.00
41910	PERS-NORMAL	751.66	106.62	626.83	0.00	124.83	83.39
41912	PERS-UNFUNDED	495.21	0.00	495.21	0.00	0.00	100.00
41920	MEDICARE	222.98	28.06	179.13	0.00	43.85	80.33
41929	SHORT TERM DISABILITY	21.30	3.40	22.35	0.00	(1.05)	104.92
41930	LONG TERM DISABILITY	44.15	6.32	46.60	0.00	(2.45)	105.54
41931	WORKERS COMP	129.91	18.58	104.68	0.00	25.23	80.57
41932	STATE UNEMPLOYMENT INSURANCE	3.52	0.48	3.01	0.00	0.51	85.51
41940	HEALTH INSURANCE	1,304.55	110.40	1,226.82	0.00	77.73	94.04
41946	LIFE INSURANCE	53.67	7.70	56.78	0.00	(3.11)	105.79
41951	HEALTH ALLOWANCE CREDIT	0.00	10.62	63.71	0.00	(63.71)	0.00
41996	VACANCY FACTOR	(320.00)	0.00	0.00	0.00	(320.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>10,101.99</b>	<b>1,246.23</b>	<b>9,008.03</b>	<b>0.00</b>	<b>1,093.96</b>	<b>89.17</b>
<b>SERVICES-SUPPLIES</b>							
42101	SAFETY SHOES - MOU ITEM	21.50	0.00	0.00	0.00	21.50	0.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>21.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>21.50</b>	<b>0.00</b>
<b>TOTAL FOR PUBLIC WORKS</b>		<b>10,123.49</b>	<b>1,246.23</b>	<b>9,008.03</b>	<b>0.00</b>	<b>1,115.46</b>	<b>88.98</b>

**53 RECLAIMED WATER**

**SALARIES-BENEFITS**

41100	PERMANENT EMPLOYEES	275,458.80	19,209.09	241,172.78	0.00	34,286.02	87.55
41102	SHIFT DIFFERENTIAL	0.00	0.00	224.66	0.00	(224.66)	0.00
41103	OUT OF CLASS PAY	0.00	53.52	370.24	0.00	(370.24)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	69.10	0.00	(69.10)	0.00
41140	FINAL LEAVE	0.00	0.00	4,277.72	0.00	(4,277.72)	0.00
41141	SP COMP-BILINGUAL	0.00	87.96	87.96	0.00	(87.96)	0.00
41147	SP COMP-GRADE 4 CERT PAY	0.00	0.00	32.37	0.00	(32.37)	0.00
41148	SP COMP-GRADE 5 CERT PAY	184.00	0.00	0.00	0.00	184.00	0.00
41300	OVERTIME	8,564.00	290.10	3,757.66	0.00	4,806.34	43.87
41400	SPECIAL DUTY PAY	2,168.00	371.27	3,629.42	0.00	(1,461.42)	167.40
41410	AUTO ALLOWANCE	912.00	44.30	556.91	0.00	355.09	61.06
41500	DEFERRED COMPENSATION MATCH	2,130.00	506.32	1,641.91	0.00	488.09	77.08
41520	TIERED EMP DEF COMPENSATION	900.00	187.50	821.25	0.00	78.75	91.25
41530	TIERED RHS BENEFIT	640.00	147.50	611.25	0.00	28.75	95.50

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41600	LONGEVITY	2,375.97	178.14	3,726.32	0.00	(1,350.35)	156.83
41630	ONE TIME MOU PAYMENTS	4,697.82	0.00	4,697.82	0.00	0.00	100.00
41700	ANNUAL LEAVE BUYBACK	2,873.50	0.00	2,727.20	0.00	146.30	94.90
41710	ANNUAL LEAVE OVER MAX	1,605.00	0.00	3,703.82	0.00	(2,098.82)	230.76
41910	PERS-NORMAL	31,687.42	2,232.19	28,010.94	0.00	3,676.48	88.39
41912	PERS-UNFUNDED	21,400.89	0.00	21,400.89	0.00	0.00	100.00
41920	MEDICARE	9,305.79	633.08	8,151.88	0.00	1,153.91	87.60
41929	SHORT TERM DISABILITY	880.94	71.17	779.35	0.00	101.59	88.46
41930	LONG TERM DISABILITY	1,873.33	132.65	1,631.92	0.00	241.41	87.11
41931	WORKERS COMP	5,622.87	395.22	4,878.58	0.00	744.29	86.76
41932	STATE UNEMPLOYMENT INSURANCE	152.67	10.53	138.05	0.00	14.62	90.42
41940	HEALTH INSURANCE	33,450.25	2,651.06	30,935.55	0.00	2,514.70	92.48
41941	RETIREES HEALTH INSURANCE/OPEB	40,506.00	23,915.92	47,831.80	0.00	(7,325.80)	118.08
41945	OPT OUT HEALTH INSURANCE	9,964.00	540.00	9,763.01	0.00	200.99	97.98
41946	LIFE INSURANCE	2,284.44	161.91	1,991.79	0.00	292.65	87.18
41951	HEALTH ALLOWANCE CREDIT	0.00	136.49	870.48	0.00	(870.48)	0.00
41996	VACANCY FACTOR	(29,716.00)	0.00	0.00	0.00	(29,716.00)	0.00
41997	BUDGETARY/PAYROLL	(6,535.00)	0.00	0.00	0.00	(6,535.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>423,386.69</b>	<b>51,955.92</b>	<b>428,492.63</b>	<b>0.00</b>	<b>(5,105.94)</b>	<b>101.20</b>
<b>SERVICES-SUPPLIES</b>							
42020	MINOR EQUIPMENT & FURNITURE	515.12	0.00	2.97	0.00	512.15	0.57
42033	CONSTRUCTION MATERIALS	137,194.26	337.13	43,499.95	39,703.32	53,990.99	60.64
42034	SAFETY MATERIALS/CONSTRUCTION	5.80	0.00	0.00	0.00	5.80	0.00
42055	COMPUTER EQUIPMENT &	209.00	10.86	140.27	0.03	68.70	67.12
42101	SAFETY SHOES - MOU ITEM	444.00	0.00	0.00	0.00	444.00	0.00
42200	ADVERTISING EXPENSE	15.00	0.00	48.57	0.00	(33.57)	323.80
42300	WIRELESS COMMUNICATION	770.40	0.00	565.08	0.00	205.32	73.34
42320	POSTAGE & SHIPPING	670.00	0.00	3.79	0.00	666.21	0.56
42340	OFFICE SUPPLIES	240.00	13.42	129.08	0.00	110.92	53.78
42350	PROGRAM EXPENDITURES	329.78	0.32	99.55	50.00	180.23	45.34
42360	CLEANING/JANITORIAL SUPPLIES	0.00	0.00	0.84	0.00	(0.84)	0.00
42410	ELECTRIC UTILITY	697,680.00	57,474.48	590,264.14	0.00	107,415.86	84.60
42442	DIESEL FUEL	5,000.00	0.00	0.00	5,000.00	0.00	100.00
42600	MOTOR POOL RENTAL	4,706.26	0.00	4,220.26	0.00	486.00	89.67
42605	RETAINED VEHICLE EXPENSE	698.88	0.00	698.88	0.00	0.00	100.00
42700	OTHER EQUIPMENT RENTAL	1,020.00	0.00	0.00	760.00	260.00	74.50
42710	MILEAGE/VEHICLE EXP REIMB	50.00	0.00	0.00	0.00	50.00	0.00
42813	MTCE & REPAIR - EQUIP & FAC	205,422.00	24,068.46	41,352.57	72,813.51	91,255.92	55.57
42815	SCADA MAINTENANCE	71,815.00	7,380.33	26,111.40	38,695.08	7,008.52	90.24
42816	MOWING/LANDSCAPE CONTRACTS	2,962.80	0.00	2,468.90	0.00	493.90	83.32

Ledger: GL  
Level: OB

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

Fiscal Year: 2022  
Fiscal Period: 12

		<b>Expenditures</b>				<b>Balance</b>	<b>%</b>
		<b><u>Budget</u></b>	<b><u>Month to</u></b>	<b><u>YTD</u></b>	<b><u>Encumbrances</u></b>	<b><u>(Over)/Under</u></b>	<b><u>Used</u></b>
42900	PROF. & CONT. SVCS	442,817.87	61,092.86	384,427.25	41,280.91	17,109.71	96.13
43000	INSURANCE & SURETY BONDS	2,451.00	0.00	5,893.92	0.00	(3,442.92)	240.47
43100	MEMBERSHIP & DUES	6,120.00	0.00	6,195.00	0.00	(75.00)	101.22
43200	CONFERENCE, TRAINING & TRAVEL	60.00	0.00	0.20	0.00	59.80	0.33
43715	REGULATORY PERMIT & USE FEES	55.00	0.00	0.00	0.00	55.00	0.00
43722	PREVENTION & MAINTENANCE	112,133.74	10,098.20	33,054.25	43,077.35	36,002.14	67.89
43726	PROJECT MANAGEMENT	0.00	72.00	193.80	0.00	(193.80)	0.00
44100	INTEREST EXPENSE	386,063.00	0.00	162,525.25	0.00	223,537.75	42.09
44200	BAD DEBTS EXPENSE	8,554.00	0.00	0.00	0.00	8,554.00	0.00
44610	ADMINISTRATIVE SERVICES CHARGE	155,181.00	0.00	116,385.75	0.00	38,795.25	75.00
44613	INTERNAL SVC CHRG-WAREHOUSE	3,162.00	0.00	2,371.50	0.00	790.50	75.00
44614	INTERNAL SVC CHRG-INFO TECH	46,344.00	0.00	34,758.00	0.00	11,586.00	75.00
TOTAL FOR SERVICES-SUPPLIES		2,292,689.91	160,548.06	1,455,411.17	241,380.20	595,898.54	74.00
CAPITAL OUTLAY							
TOTAL FOR CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR RECLAIMED WATER		2,716,076.60	212,503.98	1,883,903.80	241,380.20	590,792.60	78.24
FUND 567		5,923,146.66	214,075.71	3,293,532.62	301,116.12	2,328,497.92	60.68

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>570</b>	<b>WATER UTILITY</b>						
<b>00</b>	<b>NOT APPLICABLE</b>						
	<b>SALARIES-BENEFITS</b>						
41100	PERMANENT EMPLOYEES	0.00	4,352.73	83,483.68	0.00	(83,483.68)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	206.42	0.00	(206.42)	0.00
41141	SP COMP-BILINGUAL	0.00	75.89	463.83	0.00	(463.83)	0.00
41147	SP COMP-GRADE 4 CERT PAY	0.00	0.00	115.39	0.00	(115.39)	0.00
41300	OVERTIME	0.00	580.97	2,502.55	0.00	(2,502.55)	0.00
41600	LONGEVITY	0.00	5.72	304.05	0.00	(304.05)	0.00
41910	PERS-NORMAL	0.00	505.06	9,609.24	0.00	(9,609.24)	0.00
41920	MEDICARE	0.00	148.15	2,596.45	0.00	(2,596.45)	0.00
41929	SHORT TERM DISABILITY	0.00	0.00	1.15	0.00	(1.15)	0.00
41931	WORKERS COMP	0.00	88.56	1,682.70	0.00	(1,682.70)	0.00
41932	STATE UNEMPLOYMENT INSURANCE	0.00	2.58	44.27	0.00	(44.27)	0.00
41945	OPT OUT HEALTH INSURANCE	0.00	0.00	53.61	0.00	(53.61)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>0.00</b>	<b>5,759.66</b>	<b>101,063.34</b>	<b>0.00</b>	<b>(101,063.34)</b>	<b>0.00</b>
	<b>SERVICES-SUPPLIES</b>						
40000	CIP & PROJECT EXPENSE	24,290,164.77	0.00	0.00	0.00	24,290,164.77	0.00
42020	MINOR EQUIPMENT & FURNITURE	0.00	0.00	62.42	0.00	(62.42)	0.00
42033	CONSTRUCTION MATERIALS	64,670.86	192,438.56	1,174,894.85	175,631.54	(1,285,855.53)	2,088.30
42200	ADVERTISING EXPENSE	0.00	0.00	2,769.74	0.00	(2,769.74)	0.00
42320	POSTAGE & SHIPPING	0.00	0.08	7.41	0.00	(7.41)	0.00
42350	PROGRAM EXPENDITURES	0.00	0.00	151.79	0.00	(151.79)	0.00
42800	EQUIPMENT MAINTENANCE	10,129.44	0.00	0.00	10,129.44	0.00	100.00
42815	SCADA MAINTENANCE	170,974.44	38,033.20	266,157.83	117,241.79	(212,425.18)	224.24
42830	REBATE PROGRAMS	0.00	0.00	11,995.00	0.00	(11,995.00)	0.00
42900	PROF. & CONT. SVCS	712,589.99	275,503.88	919,951.12	912,096.52	(1,119,457.65)	257.09
43300	CONSTRUCTION CONTRACTS	3,402,892.82	401,208.00	2,436,602.41	1,653,844.19	(687,553.78)	120.20
43301	CAPITAL IMPROVEMENTS	256,144.18	73,694.38	458,612.42	221,095.61	(423,563.85)	265.36
43724	OUTSIDE SERVICES - LABOR	12,912.00	783.00	2,697.00	12,912.00	(2,697.00)	120.88
43726	PROJECT MANAGEMENT	289,156.54	28,130.00	468,227.95	74,372.59	(253,444.00)	187.64
43727	INSPECTION	1,750.64	116.00	376.00	1,456.00	(81.36)	104.64
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>29,211,385.68</b>	<b>1,009,907.10</b>	<b>5,742,505.94</b>	<b>3,178,779.68</b>	<b>20,290,100.06</b>	<b>30.54</b>
	<b>CAPITAL OUTLAY</b>						
45100	LICENSED VEHICLES	147,372.21	0.00	218,479.18	168,973.00	(240,079.97)	262.90
45200	MACHINERY, EQUIPMENT, & FIXTUR	636,981.75	0.00	633,529.74	59,927.76	(56,475.75)	108.86
<b>TOTAL FOR CAPITAL OUTLAY</b>		<b>784,353.96</b>	<b>0.00</b>	<b>852,008.92</b>	<b>228,900.76</b>	<b>(296,555.72)</b>	<b>137.80</b>
<b>TOTAL FOR NOT APPLICABLE</b>		<b>29,995,739.64</b>	<b>1,015,666.76</b>	<b>6,695,578.20</b>	<b>3,407,680.44</b>	<b>19,892,481.00</b>	<b>33.68</b>

**13 DEBT SERVICE**  
**SALARIES-BENEFITS**

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41912	PERS-UNFUNDED	20,639,823.53	0.00	20,558,979.43	0.00	80,844.10	99.60
TOTAL FOR SALARIES-BENEFITS		20,639,823.53	0.00	20,558,979.43	0.00	80,844.10	99.60
SERVICES-SUPPLIES							
42900	PROF. & CONT. SVCS	0.00	0.00	80,844.10	0.00	(80,844.10)	0.00
44001	DS PRINCIPAL 2021 POBS	1,261,768.53	0.00	1,261,768.53	0.00	0.00	100.00
44101	DS INTEREST 2021 POBS	202,869.65	0.00	202,869.65	0.00	0.00	100.00
TOTAL FOR SERVICES-SUPPLIES		1,464,638.18	0.00	1,545,482.28	0.00	(80,844.10)	105.51
TOTAL FOR DEBT SERVICE		22,104,461.71	0.00	22,104,461.71	0.00	0.00	100.00
18 ADMIN SERVICES-FINANCE							
SALARIES-BENEFITS							
41912	PERS-UNFUNDED	1,553.28	0.00	1,553.28	0.00	0.00	100.00
TOTAL FOR SALARIES-BENEFITS		1,553.28	0.00	1,553.28	0.00	0.00	100.00
TOTAL FOR ADMIN SERVICES-FINANCE		1,553.28	0.00	1,553.28	0.00	0.00	100.00
39 PUBLIC WORKS							
SALARIES-BENEFITS							
41100	PERMANENT EMPLOYEES	500,105.94	25,320.66	284,647.04	0.00	215,458.90	56.91
41101	SPECIAL ASSIGNMENT PAY	0.00	0.00	22.33	0.00	(22.33)	0.00
41103	OUT OF CLASS PAY	0.00	93.88	458.71	0.00	(458.71)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	286.20	0.00	(286.20)	0.00
41140	FINAL LEAVE	0.00	8,572.34	26,136.33	0.00	(26,136.33)	0.00
41141	SP COMP-BILINGUAL	691.74	114.22	611.19	0.00	80.55	88.35
41200	TEMPORARY EMPLOYEES	29,432.97	2,721.72	20,057.09	0.00	9,375.88	68.14
41300	OVERTIME	402.00	206.41	2,130.86	0.00	(1,728.86)	530.06
41400	SPECIAL DUTY PAY	3,950.00	135.96	3,678.55	0.00	271.45	93.12
41410	AUTO ALLOWANCE	1,152.00	88.62	1,117.24	0.00	34.76	96.98
41500	DEFERRED COMPENSATION MATCH	3,694.00	665.00	2,380.82	0.00	1,313.18	64.45
41510	PST DEFERRED COMPENSATION	381.82	35.39	260.74	0.00	121.08	68.28
41520	TIERED EMP DEF COMPENSATION	1,448.00	298.50	1,318.06	0.00	129.94	91.02
41530	TIERED RHS BENEFIT	1,117.00	233.50	1,034.35	0.00	82.65	92.60
41600	LONGEVITY	3,413.12	192.12	4,707.40	0.00	(1,294.28)	137.92
41630	ONE TIME MOU PAYMENTS	7,779.24	0.00	7,779.24	0.00	0.00	100.00
41700	ANNUAL LEAVE BUYBACK	11,313.58	0.00	11,289.63	0.00	23.95	99.78
41710	ANNUAL LEAVE OVER MAX	1,514.00	0.00	451.73	0.00	1,062.27	29.83
41910	PERS-NORMAL	57,430.46	2,922.12	33,039.08	0.00	24,391.38	57.52
41912	PERS-UNFUNDED	38,054.70	0.00	38,054.70	0.00	0.00	100.00
41920	MEDICARE	16,653.23	1,108.93	10,590.43	0.00	6,062.80	63.59
41929	SHORT TERM DISABILITY	1,601.14	132.84	1,342.37	0.00	258.77	83.83
41930	LONG TERM DISABILITY	3,402.06	247.36	2,872.70	0.00	529.36	84.44
41931	WORKERS COMP	10,618.11	567.08	6,019.16	0.00	4,598.95	56.68



**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance (Over)/Under</u>	<u>% Used</u>
41932	STATE UNEMPLOYMENT INSURANCE	280.25	19.25	184.39	0.00	95.86	65.79
41940	HEALTH INSURANCE	71,973.01	4,343.17	55,606.84	0.00	16,366.17	77.26
41945	OPT OUT HEALTH INSURANCE	4,970.00	544.00	8,897.88	0.00	(3,927.88)	179.03
41946	LIFE INSURANCE	4,151.45	302.00	3,506.70	0.00	644.75	84.46
41951	HEALTH ALLOWANCE CREDIT	0.00	257.33	1,415.00	0.00	(1,415.00)	0.00
41996	VACANCY FACTOR	(23,680.00)	0.00	0.00	0.00	(23,680.00)	0.00
41997	BUDGETARY/PAYROLL	(3,715.00)	0.00	0.00	0.00	(3,715.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>748,134.82</b>	<b>49,122.40</b>	<b>529,896.76</b>	<b>0.00</b>	<b>218,238.06</b>	<b>70.82</b>
<b>SERVICES-SUPPLIES</b>							
42020	MINOR EQUIPMENT & FURNITURE	0.00	0.00	164.38	0.00	(164.38)	0.00
42055	COMPUTER EQUIPMENT &	34,396.61	0.00	6,352.69	6,115.61	21,928.31	36.24
42101	SAFETY SHOES - MOU ITEM	1,631.06	0.00	0.00	0.00	1,631.06	0.00
42200	ADVERTISING EXPENSE	600.00	406.06	406.06	0.00	193.94	67.67
42300	WIRELESS COMMUNICATION	1,000.00	0.00	1,630.45	0.00	(630.45)	163.04
42320	POSTAGE & SHIPPING	20.00	0.00	15.71	0.00	4.29	78.55
42340	OFFICE SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
42350	PROGRAM EXPENDITURES	200.00	0.00	0.00	0.00	200.00	0.00
42900	PROF. & CONT. SVCS	0.00	33.00	33.00	0.00	(33.00)	0.00
43100	MEMBERSHIP & DUES	7,568.00	0.00	266.00	0.00	7,302.00	3.51
43200	CONFERENCE, TRAINING & TRAVEL	0.00	0.00	865.03	0.00	(865.03)	0.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>45,615.67</b>	<b>439.06</b>	<b>9,733.32</b>	<b>6,115.61</b>	<b>29,766.74</b>	<b>34.74</b>
<b>TOTAL FOR PUBLIC WORKS</b>		<b>793,750.49</b>	<b>49,561.46</b>	<b>539,630.08</b>	<b>6,115.61</b>	<b>248,004.80</b>	<b>68.75</b>

**50 WATER UTILITY SERVICES**  
**SALARIES-BENEFITS**

41100	PERMANENT EMPLOYEES	4,434,450.73	274,937.93	3,318,001.53	0.00	1,116,449.20	74.82
41101	SPECIAL ASSIGNMENT PAY	0.00	1,892.32	5,007.71	0.00	(5,007.71)	0.00
41102	SHIFT DIFFERENTIAL	50,000.00	2,446.17	43,991.63	0.00	6,008.37	87.98
41103	OUT OF CLASS PAY	0.00	663.14	7,334.04	0.00	(7,334.04)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	23,712.99	0.00	(23,712.99)	0.00
41140	FINAL LEAVE	0.00	1,738.67	64,948.02	0.00	(64,948.02)	0.00
41141	SP COMP-BILINGUAL	18,127.20	1,355.57	15,290.00	0.00	2,837.20	84.34
41147	SP COMP-GRADE 4 CERT PAY	79,963.00	3,923.10	60,710.33	0.00	19,252.67	75.92
41148	SP COMP-GRADE 5 CERT PAY	65,581.00	6,876.58	56,729.81	0.00	8,851.19	86.50
41200	TEMPORARY EMPLOYEES	33,475.61	700.05	9,904.74	0.00	23,570.87	29.58
41300	OVERTIME	541,872.00	46,775.07	483,352.25	0.00	58,519.75	89.20
41320	COMP TIME	0.00	1,023.00	22,506.94	0.00	(22,506.94)	0.00
41400	SPECIAL DUTY PAY	83,100.00	6,528.50	82,140.21	0.00	959.79	98.84
41410	AUTO ALLOWANCE	2,034.00	88.62	1,114.08	0.00	919.92	54.77
41500	DEFERRED COMPENSATION MATCH	24,536.00	4,463.67	24,502.73	0.00	33.27	99.86

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41510	PST DEFERRED COMPENSATION	124.83	9.09	16.20	0.00	108.63	12.97
41520	TIERED EMP DEF COMPENSATION	18,600.00	3,811.51	16,985.60	0.00	1,614.40	91.32
41530	TIERED RHS BENEFIT	8,572.00	1,979.50	8,246.23	0.00	325.77	96.19
41600	LONGEVITY	28,852.72	2,013.60	47,473.65	0.00	(18,620.93)	164.53
41630	ONE TIME MOU PAYMENTS	67,269.31	0.00	67,269.31	0.00	0.00	100.00
41660	TUITION REIMBURSEMENT	0.00	0.00	250.00	0.00	(250.00)	0.00
41700	ANNUAL LEAVE BUYBACK	56,660.43	0.00	55,611.36	0.00	1,049.07	98.14
41710	ANNUAL LEAVE OVER MAX	18,528.00	0.00	10,072.43	0.00	8,455.57	54.36
41910	PERS-NORMAL	530,688.73	34,157.13	412,589.20	0.00	118,099.53	77.74
41912	PERS-UNFUNDED	339,585.12	0.00	339,585.12	0.00	0.00	100.00
41920	MEDICARE	168,635.20	10,787.44	133,326.29	0.00	35,308.91	79.06
41929	SHORT TERM DISABILITY	14,190.80	1,000.63	10,790.50	0.00	3,400.30	76.03
41930	LONG TERM DISABILITY	30,155.24	1,863.37	22,659.37	0.00	7,495.87	75.14
41931	WORKERS COMP	94,546.95	5,954.86	70,168.84	0.00	24,378.11	74.21
41932	STATE UNEMPLOYMENT INSURANCE	2,802.68	179.91	2,263.39	0.00	539.29	80.75
41940	HEALTH INSURANCE	819,052.54	55,797.90	623,112.49	0.00	195,940.05	76.07
41941	RETIREEES HEALTH INSURANCE/OPEB	701,471.00	414,099.50	828,196.49	0.00	(126,725.49)	118.06
41945	OPT OUT HEALTH INSURANCE	150,986.00	7,504.00	149,697.38	0.00	1,288.62	99.14
41946	LIFE INSURANCE	36,807.50	2,274.36	27,657.00	0.00	9,150.50	75.13
41951	HEALTH ALLOWANCE CREDIT	0.00	2,224.81	12,844.61	0.00	(12,844.61)	0.00
41996	VACANCY FACTOR	(498,054.00)	0.00	0.00	0.00	(498,054.00)	0.00
41997	BUDGETARY/PAYROLL	(82,733.00)	0.00	0.00	0.00	(82,733.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>7,839,881.59</b>	<b>897,070.00</b>	<b>7,058,062.47</b>	<b>0.00</b>	<b>781,819.12</b>	<b>90.02</b>
<b>SERVICES-SUPPLIES</b>							
42020	MINOR EQUIPMENT & FURNITURE	85,199.83	6,751.25	105,960.61	27,451.53	(48,212.31)	156.58
42033	CONSTRUCTION MATERIALS	1,060,288.38	37,843.84	1,015,208.38	187,159.65	(142,079.65)	113.40
42034	SAFETY MATERIALS/CONSTRUCTION	25,590.00	2,755.94	40,205.90	3,600.00	(18,215.90)	171.18
42055	COMPUTER EQUIPMENT &	29,756.01	543.18	37,289.94	485.26	(8,019.19)	126.94
42100	UNIFORM EXPENSE	23,642.66	1,531.06	17,150.93	0.00	6,491.73	72.54
42101	SAFETY SHOES - MOU ITEM	10,350.75	0.00	0.00	0.00	10,350.75	0.00
42200	ADVERTISING EXPENSE	2,767.20	0.00	2,181.60	0.00	585.60	78.83
42220	PROMOTIONAL/PUBLIC OUTREACH	38,878.75	1,858.89	7,631.07	2,330.55	28,917.13	25.62
42300	WIRELESS COMMUNICATION	54,392.05	708.34	36,297.10	0.00	18,094.95	66.73
42310	PHONES, FAX, ISDN LINES	12,103.00	1,236.38	11,195.07	0.00	907.93	92.49
42320	POSTAGE & SHIPPING	146,197.65	17,988.18	103,690.17	3,851.28	38,656.20	73.55
42340	OFFICE SUPPLIES	12,751.55	786.09	8,164.84	0.00	4,586.71	64.03
42345	FIRST AID KIT SUPPLIES	280.00	0.00	208.55	0.00	71.45	74.48
42350	PROGRAM EXPENDITURES	27,273.74	1,839.37	23,614.63	3,060.00	599.11	97.80
42360	CLEANING/JANITORIAL SUPPLIES	0.00	0.00	1,195.53	0.00	(1,195.53)	0.00
42410	ELECTRIC UTILITY	4,429,000.00	451,048.86	4,994,638.97	0.00	(565,638.97)	112.77

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance (Over)/Under</u>	<u>% Used</u>
42420	NATURAL GAS UTILITY	1,040.40	43.53	1,371.55	0.00	(331.15)	131.82
42430	WATER UTILITY	53,060.40	2,775.91	53,745.63	0.00	(685.23)	101.29
42435	RECYCLED WATER UTILITY	13,292.64	337.07	14,353.90	0.00	(1,061.26)	107.98
42441	UNLEADED FUEL	6,360.00	1,033.48	7,097.21	0.00	(737.21)	111.59
42442	DIESEL FUEL	11,640.00	473.07	3,591.27	9,594.39	(1,545.66)	113.27
42443	OTHER FUELS	250.00	0.00	0.00	0.00	250.00	0.00
42500	RENTS & LEASES	765,715.00	0.00	575,916.74	0.00	189,798.26	75.21
42501	CUA LEASES	2,571,803.00	0.00	1,928,852.25	0.00	642,950.75	75.00
42600	MOTOR POOL RENTAL	230,116.35	0.00	207,559.35	0.00	22,557.00	90.19
42605	RETAINED VEHICLE EXPENSE	6,365.80	0.00	6,365.80	0.00	0.00	100.00
42610	DIRECT VEHICLE EXPENSE	22,560.00	699.45	8,716.49	16,159.78	(2,316.27)	110.26
42700	OTHER EQUIPMENT RENTAL	50,256.62	2,310.43	20,950.71	7,222.33	22,083.58	56.05
42710	MILEAGE/VEHICLE EXP REIMB	1,515.00	0.00	451.65	0.00	1,063.35	29.81
42813	MTCE & REPAIR - EQUIP & FAC	940,460.63	58,283.21	354,493.69	268,432.14	317,534.80	66.23
42815	SCADA MAINTENANCE	269,887.50	50,503.80	276,533.55	70,478.07	(77,124.12)	128.57
42816	MOWING/LANDSCAPE CONTRACTS	127,705.36	1,250.00	92,024.19	24,030.00	11,651.17	90.87
42821	TREE MAINTENANCE	0.00	0.00	890.40	0.00	(890.40)	0.00
42830	REBATE PROGRAMS	25,000.00	390.00	7,126.58	0.00	17,873.42	28.50
42900	PROF. & CONT. SVCS	2,553,001.50	398,290.72	1,977,593.20	492,694.66	82,713.64	96.76
42902	CUST CREDIT CRD PROCESSING FEE	230,710.60	46,285.81	220,194.10	210,007.34	(199,490.84)	186.46
43000	INSURANCE & SURETY BONDS	19,604.00	0.00	47,151.39	0.00	(27,547.39)	240.51
43100	MEMBERSHIP & DUES	213,845.82	15,000.00	153,079.23	15,000.00	45,766.59	78.59
43200	CONFERENCE, TRAINING & TRAVEL	44,380.00	0.00	8,538.71	0.00	35,841.29	19.23
43300	CONSTRUCTION CONTRACTS	0.00	0.00	10,193.33	0.00	(10,193.33)	0.00
43400	LEGAL SERVICES-SPECIAL COUNSEL	42,500.00	0.00	0.00	0.00	42,500.00	0.00
43502	SCHOOL PROGRAMS	29,480.00	0.00	0.00	0.00	29,480.00	0.00
43699	CHEMICALS-CORRSN & SCALE INHIB	158,373.60	0.00	60,268.75	120,619.00	(22,514.15)	114.21
43701	CHEMICALS-POLYMER	108,900.00	24,798.92	88,436.70	38,763.30	(18,300.00)	116.80
43702	CHEMICALS-ALUM	89,232.00	15,650.28	65,889.73	17,110.27	6,232.00	93.01
43703	CHEMICALS-AMMONIA	49,516.92	0.00	40,883.24	1,116.76	7,516.92	84.81
43704	CHEMICALS-ANTISCALANT	207,054.72	31,353.71	122,857.87	27,142.13	57,054.72	72.44
43705	CHEMICALS-SULFURIC ACID	171,600.00	32,701.72	188,078.85	10,600.28	(27,079.13)	115.78
43706	CHEMICALS-CAUSTIC SODA	40,700.00	6,674.47	15,769.33	24,230.67	700.00	98.28
43707	CHEMICALS-SODIUM	202,400.00	39,521.62	237,468.77	65,190.99	(100,259.76)	149.53
43711	CHEMICALS-MISC	79,054.56	45,455.05	74,757.80	5,242.20	(945.44)	101.19
43714	OUTSIDE LAB ANALYSIS	356,340.00	34,707.40	237,541.03	64,763.97	54,035.00	84.83
43715	REGULATORY PERMIT & USE FEES	142,411.00	3,172.05	140,244.70	0.00	2,166.30	98.47
43716	JOB REQ CERTIFICATES & LICENSE	2,410.00	175.00	2,191.70	0.00	218.30	90.94
43717	RAW WATER PURCHASES	14,004,702.00	1,877,019.95	14,257,792.76	0.00	(253,090.76)	101.80
43718	TREATED WATER PURCHASES	3,043,045.00	39,779.50	542,485.13	0.00	2,500,559.87	17.82

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**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

Fiscal Year: 2022  
Fiscal Period: 12

		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
43720	LAB CHEMICALS AND SUPPLIES	44,184.00	4,742.89	45,498.88	23,533.19	(24,848.07)	156.23
43722	PREVENTION & MAINTENANCE	1,763,006.70	161,097.54	1,111,676.14	336,189.97	315,140.59	82.12
43723	INLAND EMPIRE BRINE LINE-SARI	1,877,058.42	171,929.55	1,364,497.55	0.00	512,560.87	72.69
43726	PROJECT MANAGEMENT	0.00	15,409.00	24,804.00	0.00	(24,804.00)	0.00
43727	INSPECTION	0.00	1,960.00	1,960.00	0.00	(1,960.00)	0.00
43731	CARBON DIOXIDE	29,474.53	3,397.50	25,454.11	16,545.89	(12,525.47)	142.49
44100	INTEREST EXPENSE	715,914.00	0.00	417,623.23	0.00	298,290.77	58.33
44200	BAD DEBTS EXPENSE	913,467.00	0.00	0.00	0.00	913,467.00	0.00
44610	ADMINISTRATIVE SERVICES CHARGE	2,664,718.00	0.00	1,998,538.50	0.00	666,179.50	75.00
44613	INTERNAL SVC CHRG-WAREHOUSE	268,485.00	0.00	201,363.75	0.00	67,121.25	75.00
44614	INTERNAL SVC CHRG-INFO TECH	1,961,892.00	0.00	1,471,419.00	0.00	490,473.00	75.00
TOTAL FOR SERVICES-SUPPLIES		43,082,961.64	3,612,114.01	35,118,925.73	2,092,605.60	5,871,430.31	86.37
CAPITAL OUTLAY							
45200	MACHINERY, EQUIPMENT, & FIXTUR	102,271.82	0.00	113,578.59	58,524.25	(69,831.02)	168.27
TOTAL FOR CAPITAL OUTLAY		102,271.82	0.00	113,578.59	58,524.25	(69,831.02)	168.27
TOTAL FOR WATER UTILITY SERVICES		51,025,115.05	4,509,184.01	42,290,566.79	2,151,129.85	6,583,418.41	87.09
FUN 570		103,920,620.17	5,574,412.23	71,631,790.06	5,564,925.90	26,723,904.21	74.28

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>571</b>	<b>WATER UTILITY GRANT/AGREEMENT</b>						
<b>00</b>	<b>NOT APPLICABLE</b>						
	<b>SALARIES-BENEFITS</b>						
41100	PERMANENT EMPLOYEES	0.00	88.04	7,579.68	0.00	(7,579.68)	0.00
41141	SP COMP-BILINGUAL	0.00	0.46	0.46	0.00	(0.46)	0.00
41520	TIERED EMP DEF COMPENSATION	0.00	0.00	15.00	0.00	(15.00)	0.00
41530	TIERED RHS BENEFIT	0.00	0.00	15.00	0.00	(15.00)	0.00
41600	LONGEVITY	0.00	0.00	116.87	0.00	(116.87)	0.00
41910	PERS-NORMAL	0.00	10.07	876.67	0.00	(876.67)	0.00
41920	MEDICARE	0.00	2.64	228.21	0.00	(228.21)	0.00
41929	SHORT TERM DISABILITY	0.00	0.00	2.12	0.00	(2.12)	0.00
41930	LONG TERM DISABILITY	0.00	0.00	4.51	0.00	(4.51)	0.00
41931	WORKERS COMP	0.00	1.77	153.25	0.00	(153.25)	0.00
41932	STATE UNEMPLOYMENT INSURANCE	0.00	0.04	3.92	0.00	(3.92)	0.00
41940	HEALTH INSURANCE	0.00	0.00	30.15	0.00	(30.15)	0.00
41946	LIFE INSURANCE	0.00	0.00	5.50	0.00	(5.50)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>0.00</b>	<b>103.02</b>	<b>9,031.34</b>	<b>0.00</b>	<b>(9,031.34)</b>	<b>0.00</b>
	<b>SERVICES-SUPPLIES</b>						
40000	CIP & PROJECT EXPENSE	4,885,808.43	0.00	0.00	0.00	4,885,808.43	0.00
42033	CONSTRUCTION MATERIALS	0.00	4,891.25	4,891.25	0.00	(4,891.25)	0.00
42200	ADVERTISING EXPENSE	0.00	0.00	344.38	0.00	(344.38)	0.00
42220	PROMOTIONAL/PUBLIC OUTREACH	0.00	1,364.11	1,364.11	0.00	(1,364.11)	0.00
42320	POSTAGE & SHIPPING	0.00	186.55	1,177.51	0.00	(1,177.51)	0.00
42350	PROGRAM EXPENDITURES	0.00	0.00	250.00	0.00	(250.00)	0.00
42830	REBATE PROGRAMS	0.00	0.00	1,653,542.40	0.00	(1,653,542.40)	0.00
42900	PROF. & CONT. SVCS	28,938.30	44,980.00	234,308.39	27,656.74	(233,026.83)	905.25
42902	CUST CREDIT CRD PROCESSING FEE	0.00	0.00	25,000.00	0.00	(25,000.00)	0.00
43300	CONSTRUCTION CONTRACTS	0.00	36,726.89	36,726.89	0.00	(36,726.89)	0.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>4,914,746.73</b>	<b>88,148.80</b>	<b>1,957,604.93</b>	<b>27,656.74</b>	<b>2,929,485.06</b>	<b>40.39</b>
<b>TOTAL FOR NOT APPLICABLE</b>		<b>4,914,746.73</b>	<b>88,251.82</b>	<b>1,966,636.27</b>	<b>27,656.74</b>	<b>2,920,453.72</b>	<b>40.57</b>
<b>50</b>	<b>WATER UTILITY SERVICES</b>						
	<b>SALARIES-BENEFITS</b>						
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL FOR WATER UTILITY SERVICES</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>FUN 571</b>		<b>4,914,746.73</b>	<b>88,251.82</b>	<b>1,966,636.27</b>	<b>27,656.74</b>	<b>2,920,453.72</b>	<b>40.57</b>

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**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

Fiscal Year: 2022  
Fiscal Period: 12

	Expenditures				Balance	%
	<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>(Over)/Under</u>	<u>Used</u>
<b>GRAND TOTAL</b>	<b>119,372,061.91</b>	<b>5,876,739.76</b>	<b>80,151,623.99</b>	<b>6,505,639.82</b>	<b>32,714,798.10</b>	<b>72.59</b>

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>440</b>	<b>SEWER CAPACITY GEN SRVC</b>						
<b>00</b>	<b>NOT APPLICABLE</b>						
	<b>SALARIES-BENEFITS</b>						
41100	PERMANENT EMPLOYEES	0.00	642.12	7,067.09	0.00	(7,067.09)	0.00
41141	SP COMP-BILINGUAL	0.00	15.58	189.48	0.00	(189.48)	0.00
41910	PERS-NORMAL	0.00	74.94	809.94	0.00	(809.94)	0.00
41920	MEDICARE	0.00	19.41	210.27	0.00	(210.27)	0.00
41931	WORKERS COMP	0.00	13.15	142.14	0.00	(142.14)	0.00
41932	STATE UNEMPLOYMENT INSURANCE	0.00	0.30	3.59	0.00	(3.59)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>0.00</b>	<b>765.50</b>	<b>8,422.51</b>	<b>0.00</b>	<b>(8,422.51)</b>	<b>0.00</b>
	<b>SERVICES-SUPPLIES</b>						
40000	CIP & PROJECT EXPENSE	1,319,390.66	0.00	0.00	0.00	1,319,390.66	0.00
42350	PROGRAM EXPENDITURES	0.00	0.00	50.00	0.00	(50.00)	0.00
42900	PROF. & CONT. SVCS	800.00	14,692.50	18,452.50	59,407.50	(77,060.00)	9,732.50
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>1,320,190.66</b>	<b>14,692.50</b>	<b>18,502.50</b>	<b>59,407.50</b>	<b>1,242,280.66</b>	<b>5.90</b>
<b>TOTAL FOR NOT APPLICABLE</b>		<b>1,320,190.66</b>	<b>15,458.00</b>	<b>26,925.01</b>	<b>59,407.50</b>	<b>1,233,858.15</b>	<b>6.53</b>
<b>51</b>	<b>WATER RECLAMATIONS</b>						
	<b>SERVICES-SUPPLIES</b>						
44100	INTEREST EXPENSE	144,362.00	0.00	94,892.56	0.00	49,469.44	65.73
44610	ADMINISTRATIVE SERVICES CHARGE	6,520.00	0.00	4,890.00	0.00	1,630.00	75.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>150,882.00</b>	<b>0.00</b>	<b>99,782.56</b>	<b>0.00</b>	<b>51,099.44</b>	<b>66.13</b>
<b>TOTAL FOR WATER RECLAMATIONS</b>		<b>150,882.00</b>	<b>0.00</b>	<b>99,782.56</b>	<b>0.00</b>	<b>51,099.44</b>	<b>66.13</b>
<b>FUN 440</b>		<b>1,471,072.66</b>	<b>15,458.00</b>	<b>126,707.57</b>	<b>59,407.50</b>	<b>1,284,957.59</b>	<b>12.65</b>

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**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

Fiscal Year: 2022  
Fiscal Period: 12

	<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>454 2013 Wastewater Revenue Bonds</b>						
<b>00 NOT APPLICABLE</b>						
SERVICES-SUPPLIES						
TOTAL FOR SERVICES-SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL FOR NOT APPLICABLE</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>FUN 454</b>	0.00	0.00	0.00	0.00	0.00	0.00



**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
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		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>572</b>	<b>SEWER UTILITY FUND</b>						
<b>00</b>	<b>NOT APPLICABLE</b>						
	<b>SALARIES-BENEFITS</b>						
41100	PERMANENT EMPLOYEES	0.00	6,330.71	80,167.71	0.00	(80,167.71)	0.00
41141	SP COMP-BILINGUAL	0.00	37.17	93.75	0.00	(93.75)	0.00
41300	OVERTIME	0.00	2,365.32	4,565.72	0.00	(4,565.72)	0.00
41600	LONGEVITY	0.00	2.40	88.22	0.00	(88.22)	0.00
41910	PERS-NORMAL	0.00	725.55	9,151.79	0.00	(9,151.79)	0.00
41920	MEDICARE	0.00	257.56	2,519.72	0.00	(2,519.72)	0.00
41929	SHORT TERM DISABILITY	0.00	0.00	15.04	0.00	(15.04)	0.00
41931	WORKERS COMP	0.00	127.34	1,604.99	0.00	(1,604.99)	0.00
41932	STATE UNEMPLOYMENT INSURANCE	0.00	4.43	43.00	0.00	(43.00)	0.00
41940	HEALTH INSURANCE	0.00	0.00	220.40	0.00	(220.40)	0.00
41951	HEALTH ALLOWANCE CREDIT	0.00	0.00	67.00	0.00	(67.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>0.00</b>	<b>9,850.48</b>	<b>98,537.34</b>	<b>0.00</b>	<b>(98,537.34)</b>	<b>0.00</b>
	<b>SERVICES-SUPPLIES</b>						
40000	CIP & PROJECT EXPENSE	25,008,872.53	0.00	0.00	0.00	25,008,872.53	0.00
42033	CONSTRUCTION MATERIALS	13,500.00	19,305.31	85,073.05	28,951.73	(100,524.78)	844.62
42200	ADVERTISING EXPENSE	0.00	0.00	1,232.88	0.00	(1,232.88)	0.00
42320	POSTAGE & SHIPPING	0.00	83.75	83.75	0.00	(83.75)	0.00
42350	PROGRAM EXPENDITURES	0.00	0.00	50.00	0.00	(50.00)	0.00
42800	EQUIPMENT MAINTENANCE	29,757.20	0.00	4,974.67	29,803.51	(5,020.98)	116.87
42815	SCADA MAINTENANCE	43,956.00	11,980.00	110,229.42	37,101.54	(103,374.96)	335.17
42900	PROF. & CONT. SVCS	419,501.34	34,799.00	558,492.76	521,006.85	(659,998.27)	257.32
43300	CONSTRUCTION CONTRACTS	5,583,805.62	441,281.86	3,470,757.84	2,633,626.70	(520,578.92)	109.32
43301	CAPITAL IMPROVEMENTS	79,600.00	43,520.00	214,810.34	114,862.66	(250,073.00)	414.16
43715	REGULATORY PERMIT & USE FEES	0.00	0.00	4,246.48	0.00	(4,246.48)	0.00
43726	PROJECT MANAGEMENT	370,338.25	33,585.00	359,371.25	115,231.00	(104,264.00)	128.15
43727	INSPECTION	34.64	1,196.00	1,196.00	0.00	(1,161.36)	3,452.65
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>31,549,365.58</b>	<b>585,750.92</b>	<b>4,810,518.44</b>	<b>3,480,583.99</b>	<b>23,258,263.15</b>	<b>26.27</b>
	<b>CAPITAL OUTLAY</b>						
45100	LICENSED VEHICLES	26,006.85	0.00	95,320.73	0.00	(69,313.88)	366.52
45200	MACHINERY, EQUIPMENT, & FIXTUR	670,617.36	18,173.18	601,466.90	1,245,797.46	(1,176,647.00)	275.45
<b>TOTAL FOR CAPITAL OUTLAY</b>		<b>696,624.21</b>	<b>18,173.18</b>	<b>696,787.63</b>	<b>1,245,797.46</b>	<b>(1,245,960.88)</b>	<b>278.85</b>
<b>TOTAL FOR NOT APPLICABLE</b>		<b>32,245,989.79</b>	<b>613,774.58</b>	<b>5,605,843.41</b>	<b>4,726,381.45</b>	<b>21,913,764.93</b>	<b>32.04</b>
<b>11</b>	<b>CITY MANAGER'S OFFICE</b>						
	<b>SALARIES-BENEFITS</b>						
41200	TEMPORARY EMPLOYEES	2,964.51	0.00	1,697.86	0.00	1,266.65	57.27
41510	PST DEFERRED COMPENSATION	40.04	0.00	22.08	0.00	17.96	55.14
41920	MEDICARE	44.32	0.00	24.94	0.00	19.38	56.27

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41931	WORKERS COMP	59.99	0.00	33.97	0.00	26.02	56.62
41932	STATE UNEMPLOYMENT INSURANCE	1.42	0.00	0.86	0.00	0.56	60.56
41996	VACANCY FACTOR	(60.00)	0.00	0.00	0.00	(60.00)	0.00
TOTAL FOR SALARIES-BENEFITS		3,050.28	0.00	1,779.71	0.00	1,270.57	58.34
<b>TOTAL FOR CITY MANAGER'S OFFICE</b>		3,050.28	0.00	1,779.71	0.00	1,270.57	58.34
<b>13 DEBT SERVICE</b>							
SALARIES-BENEFITS							
41912	PERS-UNFUNDED	12,256,014.74	0.00	12,208,004.00	0.00	48,010.74	99.60
TOTAL FOR SALARIES-BENEFITS		12,256,014.74	0.00	12,208,004.00	0.00	48,010.74	99.60
SERVICES-SUPPLIES							
42900	PROF. & CONT. SVCS	0.00	0.00	48,010.74	0.00	(48,010.74)	0.00
44001	DS PRINCIPAL 2021 POBS	749,244.54	0.00	749,244.54	0.00	0.00	100.00
44101	DS INTEREST 2021 POBS	120,465.03	0.00	120,465.03	0.00	0.00	100.00
TOTAL FOR SERVICES-SUPPLIES		869,709.57	0.00	917,720.31	0.00	(48,010.74)	105.52
<b>TOTAL FOR DEBT SERVICE</b>		13,125,724.31	0.00	13,125,724.31	0.00	0.00	100.00
<b>18 ADMIN SERVICES-FINANCE</b>							
SALARIES-BENEFITS							
41912	PERS-UNFUNDED	3,106.53	0.00	3,106.53	0.00	0.00	100.00
TOTAL FOR SALARIES-BENEFITS		3,106.53	0.00	3,106.53	0.00	0.00	100.00
<b>TOTAL FOR ADMIN SERVICES-FINANCE</b>		3,106.53	0.00	3,106.53	0.00	0.00	100.00
<b>39 PUBLIC WORKS</b>							
SALARIES-BENEFITS							
41100	PERMANENT EMPLOYEES	384,043.50	14,860.44	180,891.29	0.00	203,152.21	47.10
41101	SPECIAL ASSIGNMENT PAY	0.00	0.00	22.33	0.00	(22.33)	0.00
41103	OUT OF CLASS PAY	0.00	33.12	227.09	0.00	(227.09)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	177.34	0.00	(177.34)	0.00
41140	FINAL LEAVE	0.00	0.00	13,058.54	0.00	(13,058.54)	0.00
41141	SP COMP-BILINGUAL	2,668.95	110.05	941.86	0.00	1,727.09	35.28
41200	TEMPORARY EMPLOYEES	15,202.80	1,720.89	12,733.99	0.00	2,468.81	83.76
41300	OVERTIME	503.00	102.45	1,061.73	0.00	(558.73)	211.07
41400	SPECIAL DUTY PAY	2,670.00	86.40	2,578.26	0.00	91.74	96.56
41410	AUTO ALLOWANCE	576.00	44.30	558.59	0.00	17.41	96.97
41500	DEFERRED COMPENSATION MATCH	2,452.00	400.00	1,441.55	0.00	1,010.45	58.79
41510	PST DEFERRED COMPENSATION	198.71	22.38	165.56	0.00	33.15	83.31
41520	TIERED EMP DEF COMPENSATION	922.00	177.00	814.02	0.00	107.98	88.28
41530	TIERED RHS BENEFIT	734.00	147.00	674.34	0.00	59.66	91.87
41600	LONGEVITY	2,308.26	111.55	3,014.56	0.00	(706.30)	130.59
41630	ONE TIME MOU PAYMENTS	5,463.26	0.00	5,463.26	0.00	0.00	100.00

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41700	ANNUAL LEAVE BUYBACK	11,190.77	0.00	11,759.55	0.00	(568.78)	105.08
41710	ANNUAL LEAVE OVER MAX	1,315.00	0.00	451.73	0.00	863.27	34.35
41910	PERS-NORMAL	44,308.78	1,717.87	21,061.89	0.00	23,246.89	47.53
41912	PERS-UNFUNDED	26,025.15	0.00	26,025.15	0.00	0.00	100.00
41920	MEDICARE	12,696.82	503.24	6,733.61	0.00	5,963.21	53.03
41929	SHORT TERM DISABILITY	1,227.70	79.11	878.43	0.00	349.27	71.55
41930	LONG TERM DISABILITY	2,611.74	147.30	1,854.55	0.00	757.19	71.00
41931	WORKERS COMP	8,048.00	336.02	3,831.33	0.00	4,216.67	47.60
41932	STATE UNEMPLOYMENT INSURANCE	212.18	8.76	117.14	0.00	95.04	55.20
41940	HEALTH INSURANCE	64,540.94	3,908.61	50,032.29	0.00	14,508.65	77.52
41945	OPT OUT HEALTH INSURANCE	2,340.00	244.02	4,060.28	0.00	(1,720.28)	173.51
41946	LIFE INSURANCE	3,187.75	179.77	2,263.34	0.00	924.41	71.00
41951	HEALTH ALLOWANCE CREDIT	0.00	216.20	1,281.47	0.00	(1,281.47)	0.00
41996	VACANCY FACTOR	(16,893.00)	0.00	0.00	0.00	(16,893.00)	0.00
41997	BUDGETARY/PAYROLL	(142.00)	0.00	0.00	0.00	(142.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>578,412.31</b>	<b>25,156.48</b>	<b>354,175.07</b>	<b>0.00</b>	<b>224,237.24</b>	<b>61.23</b>
<b>SERVICES-SUPPLIES</b>							
42055	COMPUTER EQUIPMENT &	18,383.39	0.00	4,251.00	432.39	13,700.00	25.47
42101	SAFETY SHOES - MOU ITEM	1,118.62	0.00	0.00	0.00	1,118.62	0.00
42900	PROF. & CONT. SVCS	0.00	33.00	33.00	0.00	(33.00)	0.00
43100	MEMBERSHIP & DUES	3,468.00	0.00	1,651.53	0.00	1,816.47	47.62
43200	CONFERENCE, TRAINING & TRAVEL	0.00	0.00	1,152.50	0.00	(1,152.50)	0.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>22,970.01</b>	<b>33.00</b>	<b>7,088.03</b>	<b>432.39</b>	<b>15,449.59</b>	<b>32.74</b>
<b>TOTAL FOR PUBLIC WORKS</b>		<b>601,382.32</b>	<b>25,189.48</b>	<b>361,263.10</b>	<b>432.39</b>	<b>239,686.83</b>	<b>60.14</b>

**51 WATER RECLAMATIONS**  
**SALARIES-BENEFITS**

41100	PERMANENT EMPLOYEES	2,608,777.64	182,967.17	2,250,213.76	0.00	358,563.88	86.25
41101	SPECIAL ASSIGNMENT PAY	0.00	0.00	1,523.08	0.00	(1,523.08)	0.00
41102	SHIFT DIFFERENTIAL	40,000.00	2,736.48	43,203.64	0.00	(3,203.64)	108.00
41103	OUT OF CLASS PAY	0.00	299.72	2,833.33	0.00	(2,833.33)	0.00
41110	CONTRACTUAL OBLIGATION	0.00	0.00	15,211.64	0.00	(15,211.64)	0.00
41140	FINAL LEAVE	0.00	0.00	16,130.59	0.00	(16,130.59)	0.00
41141	SP COMP-BILINGUAL	6,694.93	615.16	5,159.24	0.00	1,535.69	77.06
41147	SP COMP-GRADE 4 CERT PAY	40,980.00	2,076.92	41,199.14	0.00	(219.14)	100.53
41148	SP COMP-GRADE 5 CERT PAY	61,783.00	5,508.78	57,240.99	0.00	4,542.01	92.64
41200	TEMPORARY EMPLOYEES	26,388.23	408.40	3,462.85	0.00	22,925.38	13.12
41300	OVERTIME	387,697.00	33,947.93	342,088.31	0.00	45,608.69	88.23
41320	COMP TIME	0.00	133.68	795.14	0.00	(795.14)	0.00
41400	SPECIAL DUTY PAY	44,772.00	2,611.01	40,798.81	0.00	3,973.19	91.12

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41410	AUTO ALLOWANCE	1,772.40	62.04	779.93	0.00	992.47	44.00
41500	DEFERRED COMPENSATION MATCH	17,994.00	4,751.12	17,039.84	0.00	954.16	94.69
41510	PST DEFERRED COMPENSATION	112.35	5.31	9.47	0.00	102.88	8.42
41520	TIERED EMP DEF COMPENSATION	11,249.00	2,611.50	10,846.28	0.00	402.72	96.41
41530	TIERED RHS BENEFIT	5,594.00	1,343.50	5,468.79	0.00	125.21	97.76
41600	LONGEVITY	18,970.43	1,726.22	36,274.49	0.00	(17,304.06)	191.21
41630	ONE TIME MOU PAYMENTS	40,770.84	0.00	40,770.84	0.00	0.00	100.00
41660	TUITION REIMBURSEMENT	2,500.00	0.00	7,063.00	0.00	(4,563.00)	282.52
41700	ANNUAL LEAVE BUYBACK	40,908.20	0.00	42,063.78	0.00	(1,155.58)	102.82
41710	ANNUAL LEAVE OVER MAX	2,905.00	0.00	5,260.12	0.00	(2,355.12)	181.07
41910	PERS-NORMAL	314,248.22	22,791.28	283,319.35	0.00	30,928.87	90.15
41912	PERS-UNFUNDED	196,035.12	0.00	196,035.12	0.00	0.00	100.00
41920	MEDICARE	101,921.06	7,203.71	88,722.83	0.00	13,198.23	87.05
41929	SHORT TERM DISABILITY	8,348.97	667.21	7,278.84	0.00	1,070.13	87.18
41930	LONG TERM DISABILITY	17,739.07	1,243.43	15,301.70	0.00	2,437.37	86.25
41931	WORKERS COMP	56,071.91	3,949.13	47,950.30	0.00	8,121.61	85.51
41932	STATE UNEMPLOYMENT INSURANCE	1,695.17	119.79	1,506.95	0.00	188.22	88.89
41940	HEALTH INSURANCE	406,217.20	34,816.72	378,361.21	0.00	27,855.99	93.14
41941	RETIREEES HEALTH INSURANCE/OPEB	416,537.00	245,879.26	491,759.09	0.00	(75,222.09)	118.05
41945	OPT OUT HEALTH INSURANCE	75,057.00	3,846.00	67,078.31	0.00	7,978.69	89.36
41946	LIFE INSURANCE	21,651.54	1,517.70	18,677.12	0.00	2,974.42	86.26
41951	HEALTH ALLOWANCE CREDIT	0.00	1,867.83	11,018.95	0.00	(11,018.95)	0.00
41996	VACANCY FACTOR	(287,732.00)	0.00	0.00	0.00	(287,732.00)	0.00
41997	BUDGETARY/PAYROLL	(58,172.00)	0.00	0.00	0.00	(58,172.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>4,629,487.28</b>	<b>565,707.00</b>	<b>4,592,446.83</b>	<b>0.00</b>	<b>37,040.45</b>	<b>99.19</b>
<b>SERVICES-SUPPLIES</b>							
42020	MINOR EQUIPMENT & FURNITURE	25,126.00	2,748.95	48,800.65	0.00	(23,674.65)	194.22
42033	CONSTRUCTION MATERIALS	1,278,099.68	93,497.99	895,468.78	198,742.41	183,888.49	85.61
42034	SAFETY MATERIALS/CONSTRUCTION	12,661.00	1,177.32	19,207.06	0.00	(6,546.06)	151.70
42055	COMPUTER EQUIPMENT &	31,737.47	488.86	21,514.01	410.63	9,812.83	69.08
42100	UNIFORM EXPENSE	11,826.28	876.96	7,848.43	0.00	3,977.85	66.36
42101	SAFETY SHOES - MOU ITEM	4,766.00	379.36	701.17	0.00	4,064.83	14.71
42200	ADVERTISING EXPENSE	2,541.00	480.59	2,400.51	0.00	140.49	94.47
42220	PROMOTIONAL/PUBLIC OUTREACH	17,671.13	2,954.28	4,701.23	6,734.93	6,234.97	64.71
42300	WIRELESS COMMUNICATION	20,691.44	326.10	17,315.67	0.00	3,375.77	83.68
42310	PHONES, FAX, ISDN LINES	12,059.00	1,306.01	10,575.22	0.00	1,483.78	87.69
42320	POSTAGE & SHIPPING	122,606.91	16,510.80	94,621.16	4,011.26	23,974.49	80.44
42340	OFFICE SUPPLIES	10,305.30	792.55	6,503.18	0.00	3,802.12	63.10
42345	FIRST AID KIT SUPPLIES	220.00	0.00	267.02	0.00	(47.02)	121.37
42350	PROGRAM EXPENDITURES	15,713.37	1,004.49	12,788.04	2,390.00	535.33	96.59

Ledger: GL  
Level: OB

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

Fiscal Year: 2022  
Fiscal Period: 12

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
42360	CLEANING/JANITORIAL SUPPLIES	0.00	0.00	963.99	0.00	(963.99)	0.00
42410	ELECTRIC UTILITY	1,734,412.16	112,402.00	1,444,033.56	0.00	290,378.60	83.25
42420	NATURAL GAS UTILITY	195,840.00	3,267.19	58,504.93	0.00	137,335.07	29.87
42430	WATER UTILITY	38,400.00	7,667.97	54,055.73	0.00	(15,655.73)	140.77
42435	RECYCLED WATER UTILITY	897,009.71	42,873.32	571,543.62	0.00	325,466.09	63.71
42441	UNLEADED FUEL	3,300.16	602.49	5,283.59	0.00	(1,983.43)	160.10
42442	DIESEL FUEL	19,000.00	0.00	11,632.71	3,367.29	4,000.00	78.94
42443	OTHER FUELS	60.00	0.00	0.00	0.00	60.00	0.00
42500	RENTS & LEASES	847,183.72	90,768.00	657,643.49	0.00	189,540.23	77.62
42501	CUA LEASES	1,730,689.00	0.00	1,298,016.75	0.00	432,672.25	75.00
42600	MOTOR POOL RENTAL	112,504.61	0.00	85,391.61	0.00	27,113.00	75.90
42605	RETAINED VEHICLE EXPENSE	4,775.68	0.00	4,775.68	0.00	0.00	100.00
42610	DIRECT VEHICLE EXPENSE	15,522.00	0.00	6,123.87	11,162.78	(1,764.65)	111.36
42700	OTHER EQUIPMENT RENTAL	46,839.16	12,458.18	33,524.13	7,878.35	5,436.68	88.39
42710	MILEAGE/VEHICLE EXP REIMB	525.00	0.00	0.00	0.00	525.00	0.00
42800	EQUIPMENT MAINTENANCE	0.00	0.00	83.09	0.00	(83.09)	0.00
42813	MTCE & REPAIR - EQUIP & FAC	702,491.56	36,507.28	474,072.68	297,372.32	(68,953.44)	109.81
42815	SCADA MAINTENANCE	254,087.50	53,450.10	226,925.21	81,573.44	(54,411.15)	121.41
42816	MOWING/LANDSCAPE CONTRACTS	74,628.94	0.00	64,057.98	135.00	10,435.96	86.01
42900	PROF. & CONT. SVCS	1,043,924.20	107,821.17	959,243.69	237,712.22	(153,031.71)	114.65
42902	CUST CREDIT CRD PROCESSING FEE	208,091.91	41,747.98	198,586.61	171,987.33	(162,482.03)	178.08
42910	REFUSE DISPOSAL	72,000.00	13,405.09	70,694.56	0.00	1,305.44	98.18
43000	INSURANCE & SURETY BONDS	19,604.00	0.00	47,151.38	0.00	(27,547.38)	240.51
43100	MEMBERSHIP & DUES	36,837.00	20,500.00	29,521.00	0.00	7,316.00	80.13
43200	CONFERENCE, TRAINING & TRAVEL	34,340.00	0.00	11,861.13	0.00	22,478.87	34.54
43400	LEGAL SERVICES-SPECIAL COUNSEL	5,000.00	0.00	0.00	0.00	5,000.00	0.00
43697	CHEMICALS-NITROGEN	11,836.08	6,669.55	14,530.06	0.00	(2,693.98)	122.76
43698	CHEMICALS-SODIUM BISOLFITE	104,843.28	18,805.87	69,584.46	39,915.54	(4,656.72)	104.44
43700	CHEMICALS-MINERAL OIL	28,049.73	0.00	4,432.12	5,567.88	18,049.73	35.65
43701	CHEMICALS-POLYMER	664,874.27	156,956.28	663,681.81	174,318.19	(173,125.73)	126.03
43707	CHEMICALS-SODIUM	1,047,240.00	100,146.44	905,192.77	641,610.49	(499,563.26)	147.70
43709	CHEMICALS-FERRIC CHLORIDE	85,807.50	6,828.08	44,254.82	55,745.18	(14,192.50)	116.53
43711	CHEMICALS-MISC	23,090.76	21.73	6,352.04	20,000.00	(3,261.28)	114.12
43713	BIOSOLIDS DISPOSAL/RECYCLE	1,589,346.00	203,974.52	1,188,793.67	1,063,694.17	(663,141.84)	141.72
43714	OUTSIDE LAB ANALYSIS	548,677.00	62,464.86	379,836.51	86,868.49	81,972.00	85.06
43715	REGULATORY PERMIT & USE FEES	206,406.00	5,683.60	206,160.04	0.00	245.96	99.88
43716	JOB REQ CERTIFICATES & LICENSE	1,735.00	158.57	794.45	0.00	940.55	45.78
43720	LAB CHEMICALS AND SUPPLIES	33,600.00	9,932.61	27,184.27	3,185.58	3,230.15	90.38
43722	PREVENTION & MAINTENANCE	1,174,095.32	86,481.48	735,040.57	411,502.59	27,552.16	97.65
43723	INLAND EMPIRE BRINE LINE-SARI	7,140.00	0.00	(24,968.21)	0.00	32,108.21	(349.69)

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<b>Expenditures</b>				<b>Balance</b>	<b>%</b>
		<b><u>Budget</u></b>	<b><u>Month to</u></b>	<b><u>YTD</u></b>	<b><u>Encumbrances</u></b>	<b><u>(Over)/Under</u></b>	<b><u>Used</u></b>
43726	PROJECT MANAGEMENT	0.00	10,354.00	16,862.80	0.00	(16,862.80)	0.00
43728	WRCRWA CAP ASSET CONTRIBUTION	994,916.00	0.00	216,582.17	0.00	778,333.83	21.76
43729	WRCRWA TRTMNT/CONVEYANCE	4,977,874.80	2,923,078.59	4,038,229.68	0.00	939,645.12	81.12
44100	INTEREST EXPENSE	448,206.00	0.00	190,949.11	0.00	257,256.89	42.60
44200	BAD DEBTS EXPENSE	455,684.00	0.00	0.00	0.00	455,684.00	0.00
44610	ADMINISTRATIVE SERVICES CHARGE	1,509,493.00	0.00	1,132,119.75	0.00	377,373.25	75.00
44613	INTERNAL SVC CHRГ-WAREHOUSE	57,150.00	0.00	42,862.50	0.00	14,287.50	75.00
44614	INTERNAL SVC CHRГ-INFO TECH	1,548,758.00	0.00	1,161,568.50	0.00	387,189.50	75.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>25,181,913.63</b>	<b>4,257,571.21</b>	<b>18,476,447.01</b>	<b>3,525,886.07</b>	<b>3,179,580.55</b>	<b>87.37</b>
<b>CAPITAL OUTLAY</b>							
45100	LICENSED VEHICLES	439,290.00	0.00	0.00	0.00	439,290.00	0.00
<b>TOTAL FOR CAPITAL OUTLAY</b>		<b>439,290.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>439,290.00</b>	<b>0.00</b>
<b>TOTAL FOR WATER RECLAMATIONS</b>		<b>30,250,690.91</b>	<b>4,823,278.21</b>	<b>23,068,893.84</b>	<b>3,525,886.07</b>	<b>3,655,911.00</b>	<b>87.91</b>
<b>FUN 572</b>		<b>76,229,944.14</b>	<b>5,462,242.27</b>	<b>42,166,610.90</b>	<b>8,252,699.91</b>	<b>25,810,633.33</b>	<b>66.14</b>

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>573</b>	<b>SEWER GRANT/AGRMT</b>						
<b>00</b>	<b>NOT APPLICABLE</b>						
	<b>SALARIES-BENEFITS</b>						
41100	PERMANENT EMPLOYEES	0.00	36.02	1,273.14	0.00	(1,273.14)	0.00
41141	SP COMP-BILINGUAL	0.00	1.73	1.73	0.00	(1.73)	0.00
41600	LONGEVITY	0.00	0.00	14.24	0.00	(14.24)	0.00
41910	PERS-NORMAL	0.00	4.31	146.85	0.00	(146.85)	0.00
41920	MEDICARE	0.00	1.12	38.37	0.00	(38.37)	0.00
41931	WORKERS COMP	0.00	0.76	25.51	0.00	(25.51)	0.00
41932	STATE UNEMPLOYMENT INSURANCE	0.00	0.02	0.67	0.00	(0.67)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>0.00</b>	<b>43.96</b>	<b>1,500.51</b>	<b>0.00</b>	<b>(1,500.51)</b>	<b>0.00</b>
	<b>SERVICES-SUPPLIES</b>						
40000	CIP & PROJECT EXPENSE	966,258.28	0.00	0.00	0.00	966,258.28	0.00
42830	REBATE PROGRAMS	0.00	0.00	754,599.32	0.00	(754,599.32)	0.00
43300	CONSTRUCTION CONTRACTS	0.00	20,578.11	20,578.11	118,555.00	(139,133.11)	0.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>966,258.28</b>	<b>20,578.11</b>	<b>775,177.43</b>	<b>118,555.00</b>	<b>72,525.85</b>	<b>92.49</b>
<b>TOTAL FOR NOT APPLICABLE</b>		<b>966,258.28</b>	<b>20,622.07</b>	<b>776,677.94</b>	<b>118,555.00</b>	<b>71,025.34</b>	<b>92.64</b>
<b>51</b>	<b>WATER RECLAMATIONS</b>						
	<b>SALARIES-BENEFITS</b>						
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL FOR WATER RECLAMATIONS</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>FUN 573</b>		<b>966,258.28</b>	<b>20,622.07</b>	<b>776,677.94</b>	<b>118,555.00</b>	<b>71,025.34</b>	<b>92.64</b>

Ledger: GL  
Level: OB

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

Fiscal Year: 2022  
Fiscal Period: 12

	Expenditures				Balance	%
	<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>(Over)/Under</u>	<u>Used</u>
GRAND TOTAL	78,667,275.08	5,498,322.34	43,069,996.41	8,430,662.41	27,166,616.26	65.46



		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance (Over)/Under</u>	<u>% Used</u>
<b>578</b>	<b>ELECTRIC UTILITY FUND</b>						
<b>00</b>	<b>NOT APPLICABLE</b>						
	<b>SALARIES-BENEFITS</b>						
41100	PERMANENT EMPLOYEES	0.00	62.56	250.24	0.00	(250.24)	0.00
41600	LONGEVITY	0.00	0.96	3.86	0.00	(3.86)	0.00
41910	PERS-NORMAL	0.00	7.24	28.95	0.00	(28.95)	0.00
41920	MEDICARE	0.00	1.88	7.53	0.00	(7.53)	0.00
41931	WORKERS COMP	0.00	1.25	5.01	0.00	(5.01)	0.00
41932	STATE UNEMPLOYMENT INSURANCE	0.00	0.03	0.13	0.00	(0.13)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>0.00</b>	<b>73.92</b>	<b>295.72</b>	<b>0.00</b>	<b>(295.72)</b>	<b>0.00</b>
	<b>SERVICES-SUPPLIES</b>						
40000	CIP & PROJECT EXPENSE	1,372,590.95	0.00	0.00	0.00	1,372,590.95	0.00
42033	CONSTRUCTION MATERIALS	0.00	0.00	1,392.52	0.00	(1,392.52)	0.00
42200	ADVERTISING EXPENSE	0.00	0.00	650.41	0.00	(650.41)	0.00
42900	PROF. & CONT. SVCS	173,881.95	17,342.40	148,629.15	58,716.13	(33,463.33)	119.24
43300	CONSTRUCTION CONTRACTS	0.00	0.00	83,869.64	0.00	(83,869.64)	0.00
43301	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	48,436.50	(48,436.50)	0.00
43727	INSPECTION	0.00	760.00	760.00	0.00	(760.00)	0.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>1,546,472.90</b>	<b>18,102.40</b>	<b>235,301.72</b>	<b>107,152.63</b>	<b>1,204,018.55</b>	<b>22.14</b>
	<b>CAPITAL OUTLAY</b>						
45100	LICENSED VEHICLES	0.00	0.00	30,324.52	0.00	(30,324.52)	0.00
45200	MACHINERY, EQUIPMENT, & FIXTUR	0.00	0.00	129,684.38	51,873.75	(181,558.13)	0.00
<b>TOTAL FOR CAPITAL OUTLAY</b>		<b>0.00</b>	<b>0.00</b>	<b>160,008.90</b>	<b>51,873.75</b>	<b>(211,882.65)</b>	<b>0.00</b>
<b>TOTAL FOR NOT APPLICABLE</b>		<b>1,546,472.90</b>	<b>18,176.32</b>	<b>395,606.34</b>	<b>159,026.38</b>	<b>991,840.18</b>	<b>35.86</b>
<b>13</b>	<b>DEBT SERVICE</b>						
	<b>SALARIES-BENEFITS</b>						
41912	PERS-UNFUNDED	4,886,249.18	0.00	4,867,078.62	0.00	19,170.56	99.60
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>4,886,249.18</b>	<b>0.00</b>	<b>4,867,078.62</b>	<b>0.00</b>	<b>19,170.56</b>	<b>99.60</b>
	<b>SERVICES-SUPPLIES</b>						
42900	PROF. & CONT. SVCS	0.00	0.00	19,170.56	0.00	(19,170.56)	0.00
44001	DS PRINCIPAL 2021 POBS	298,716.00	0.00	298,716.00	0.00	0.00	100.00
44101	DS INTEREST 2021 POBS	48,028.15	0.00	48,028.15	0.00	0.00	100.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>346,744.15</b>	<b>0.00</b>	<b>365,914.71</b>	<b>0.00</b>	<b>(19,170.56)</b>	<b>105.52</b>
<b>TOTAL FOR DEBT SERVICE</b>		<b>5,232,993.33</b>	<b>0.00</b>	<b>5,232,993.33</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>18</b>	<b>ADMIN SERVICES-FINANCE</b>						
	<b>SALARIES-BENEFITS</b>						
41912	PERS-UNFUNDED	517.74	0.00	517.74	0.00	0.00	100.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>517.74</b>	<b>0.00</b>	<b>517.74</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Expenditures</u> <u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>TOTAL FOR ADMIN SERVICES-FINANCE</b>		517.74	0.00	517.74	0.00	0.00	100.00
<b>39</b>	<b>PUBLIC WORKS</b>						
	<b>SALARIES-BENEFITS</b>						
41100	PERMANENT EMPLOYEES	114,220.23	2,805.66	50,748.95	0.00	63,471.28	44.43
41110	CONTRACTUAL OBLIGATION	0.00	0.00	14.63	0.00	(14.63)	0.00
41140	FINAL LEAVE	0.00	1,409.15	14,611.77	0.00	(14,611.77)	0.00
41141	SP COMP-BILINGUAL	509.00	56.30	269.39	0.00	239.61	52.92
41200	TEMPORARY EMPLOYEES	2,249.28	289.80	2,241.69	0.00	7.59	99.66
41300	OVERTIME	101.00	33.01	642.69	0.00	(541.69)	636.32
41400	SPECIAL DUTY PAY	2,390.00	0.00	1,665.51	0.00	724.49	69.68
41500	DEFERRED COMPENSATION MATCH	665.00	0.00	665.00	0.00	0.00	100.00
41510	PST DEFERRED COMPENSATION	29.21	3.77	29.13	0.00	0.08	99.72
41520	TIERED EMP DEF COMPENSATION	210.00	0.00	157.50	0.00	52.50	75.00
41530	TIERED RHS BENEFIT	210.00	0.00	157.50	0.00	52.50	75.00
41600	LONGEVITY	560.00	0.00	560.00	0.00	0.00	100.00
41630	ONE TIME MOU PAYMENTS	1,740.40	0.00	1,740.40	0.00	0.00	100.00
41700	ANNUAL LEAVE BUYBACK	5,274.21	0.00	5,371.80	0.00	(97.59)	101.85
41710	ANNUAL LEAVE OVER MAX	634.00	0.00	0.00	0.00	634.00	0.00
41910	PERS-NORMAL	13,131.45	326.00	5,874.79	0.00	7,256.66	44.73
41912	PERS-UNFUNDED	8,466.15	0.00	8,466.15	0.00	0.00	100.00
41920	MEDICARE	3,844.38	131.28	2,226.13	0.00	1,618.25	57.90
41929	SHORT TERM DISABILITY	365.53	19.82	288.74	0.00	76.79	78.99
41930	LONG TERM DISABILITY	776.76	36.98	615.01	0.00	161.75	79.17
41931	WORKERS COMP	2,340.01	63.03	1,040.18	0.00	1,299.83	44.45
41932	STATE UNEMPLOYMENT INSURANCE	62.66	2.33	38.00	0.00	24.66	60.64
41940	HEALTH INSURANCE	18,781.79	1,096.15	18,824.94	0.00	(43.15)	100.22
41946	LIFE INSURANCE	947.87	45.08	750.58	0.00	197.29	79.18
41951	HEALTH ALLOWANCE CREDIT	0.00	45.50	255.70	0.00	(255.70)	0.00
41996	VACANCY FACTOR	(5,165.00)	0.00	0.00	0.00	(5,165.00)	0.00
41997	BUDGETARY/PAYROLL	(199.00)	0.00	0.00	0.00	(199.00)	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		172,144.93	6,363.86	117,256.18	0.00	54,888.75	68.11
	<b>SERVICES-SUPPLIES</b>						
42101	SAFETY SHOES - MOU ITEM	368.25	0.00	0.00	0.00	368.25	0.00
<b>TOTAL FOR SERVICES-SUPPLIES</b>		368.25	0.00	0.00	0.00	368.25	0.00
<b>TOTAL FOR PUBLIC WORKS</b>		172,513.18	6,363.86	117,256.18	0.00	55,257.00	67.96
<b>52</b>	<b>ELECTRIC UTILITY</b>						
	<b>SALARIES-BENEFITS</b>						
41100	PERMANENT EMPLOYEES	1,051,076.03	49,559.72	772,791.97	0.00	278,284.06	73.52
41103	OUT OF CLASS PAY	0.00	299.72	616.44	0.00	(616.44)	0.00

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
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		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
41110	CONTRACTUAL OBLIGATION	0.00	0.00	185.64	0.00	(185.64)	0.00
41140	FINAL LEAVE	0.00	0.00	62,304.72	0.00	(62,304.72)	0.00
41141	SP COMP-BILINGUAL	1,541.23	163.72	1,105.54	0.00	435.69	71.73
41147	SP COMP-GRADE 4 CERT PAY	2,040.00	0.00	1,423.36	0.00	616.64	69.77
41148	SP COMP-GRADE 5 CERT PAY	1,701.00	321.80	2,620.01	0.00	(919.01)	154.02
41200	TEMPORARY EMPLOYEES	2,182.47	58.34	494.55	0.00	1,687.92	22.66
41300	OVERTIME	18,256.00	899.13	6,141.59	0.00	12,114.41	33.64
41320	COMP TIME	0.00	137.73	504.21	0.00	(504.21)	0.00
41400	SPECIAL DUTY PAY	5,437.00	185.58	2,864.52	0.00	2,572.48	52.68
41410	AUTO ALLOWANCE	4,030.80	190.52	2,395.11	0.00	1,635.69	59.42
41500	DEFERRED COMPENSATION MATCH	7,854.00	951.38	6,517.52	0.00	1,336.48	82.98
41510	PST DEFERRED COMPENSATION	12.48	0.76	1.36	0.00	11.12	10.89
41520	TIERED EMP DEF COMPENSATION	2,478.00	547.49	2,341.37	0.00	136.63	94.48
41530	TIERED RHS BENEFIT	1,758.00	392.50	1,688.23	0.00	69.77	96.03
41600	LONGEVITY	13,759.10	580.27	18,309.63	0.00	(4,550.53)	133.07
41630	ONE TIME MOU PAYMENTS	18,905.15	0.00	18,905.15	0.00	0.00	100.00
41700	ANNUAL LEAVE BUYBACK	23,747.80	0.00	23,200.22	0.00	547.58	97.69
41710	ANNUAL LEAVE OVER MAX	6,783.00	0.00	17,575.70	0.00	(10,792.70)	259.11
41910	PERS-NORMAL	122,116.53	5,816.69	90,931.72	0.00	31,184.81	74.46
41912	PERS-UNFUNDED	80,787.30	0.00	80,787.30	0.00	0.00	100.00
41920	MEDICARE	35,431.64	1,610.88	27,890.44	0.00	7,541.20	78.71
41929	SHORT TERM DISABILITY	3,362.63	184.34	2,518.58	0.00	844.05	74.89
41930	LONG TERM DISABILITY	7,147.09	343.53	5,312.07	0.00	1,835.02	74.32
41931	WORKERS COMP	21,681.02	1,026.93	15,727.73	0.00	5,953.29	72.54
41932	STATE UNEMPLOYMENT INSURANCE	581.89	26.80	468.29	0.00	113.60	80.47
41940	HEALTH INSURANCE	160,502.80	9,228.82	117,914.92	0.00	42,587.88	73.46
41941	RETIREEES HEALTH INSURANCE/OPEB	166,068.00	98,042.75	196,085.83	0.00	(30,017.83)	118.07
41945	OPT OUT HEALTH INSURANCE	25,292.00	718.00	23,330.72	0.00	1,961.28	92.24
41946	LIFE INSURANCE	8,722.45	419.34	6,484.04	0.00	2,238.41	74.33
41951	HEALTH ALLOWANCE CREDIT	0.00	468.94	2,839.92	0.00	(2,839.92)	0.00
41996	VACANCY FACTOR	(116,695.00)	0.00	0.00	0.00	(116,695.00)	0.00
41997	BUDGETARY/PAYROLL	96,014.00	0.00	0.00	0.00	96,014.00	0.00
<b>TOTAL FOR SALARIES-BENEFITS</b>		<b>1,772,574.41</b>	<b>172,175.68</b>	<b>1,512,278.40</b>	<b>0.00</b>	<b>260,296.01</b>	<b>85.31</b>
<b>SERVICES-SUPPLIES</b>							
42020	MINOR EQUIPMENT & FURNITURE	500.00	0.00	370.32	0.00	129.68	74.06
42033	CONSTRUCTION MATERIALS	180,000.00	0.00	51,509.89	113,100.00	15,390.11	91.44
42034	SAFETY MATERIALS/CONSTRUCTION	23.20	0.00	176.05	0.00	(152.85)	758.83
42055	COMPUTER EQUIPMENT &	846.53	43.46	544.19	26.76	275.58	67.44
42101	SAFETY SHOES - MOU ITEM	1,147.50	0.00	0.00	0.00	1,147.50	0.00
42200	ADVERTISING EXPENSE	510.00	0.00	549.52	0.00	(39.52)	107.74

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
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		<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>Balance (Over)/Under</u>	<u>% Used</u>
42220	PROMOTIONAL/PUBLIC OUTREACH	274.18	0.00	80.24	56.85	137.09	50.00
42300	WIRELESS COMMUNICATION	5,333.96	380.76	4,580.45	0.00	753.51	85.87
42310	PHONES, FAX, ISDN LINES	3,743.00	309.40	3,034.54	0.00	708.46	81.07
42320	POSTAGE & SHIPPING	8,270.73	1,046.10	6,080.13	710.64	1,479.96	82.10
42340	OFFICE SUPPLIES	957.15	53.67	549.00	0.00	408.15	57.35
42350	PROGRAM EXPENDITURES	1,220.11	141.08	1,464.23	200.00	(444.12)	136.39
42360	CLEANING/JANITORIAL SUPPLIES	0.00	0.00	28.66	0.00	(28.66)	0.00
42410	ELECTRIC UTILITY	25,274.00	2,470.35	22,982.99	0.00	2,291.01	90.93
42415	WHOLESALE ENERGY	9,562,581.00	824,987.68	8,746,273.10	9,030.00	807,277.90	91.55
42500	RENTS & LEASES	148,367.00	0.00	111,275.25	0.00	37,091.75	75.00
42600	MOTOR POOL RENTAL	13,520.78	0.00	12,061.78	0.00	1,459.00	89.20
42605	RETAINED VEHICLE EXPENSE	2,096.64	0.00	2,096.64	0.00	0.00	100.00
42700	OTHER EQUIPMENT RENTAL	500.00	0.00	0.00	250.00	250.00	50.00
42710	MILEAGE/VEHICLE EXP REIMB	20.00	0.00	0.00	0.00	20.00	0.00
42813	MTCE & REPAIR - EQUIP & FAC	139,368.04	8,409.30	90,993.29	11,997.40	36,377.35	73.89
42815	SCADA MAINTENANCE	16,360.00	0.00	5,942.29	12,417.71	(2,000.00)	112.22
42900	PROF. & CONT. SVCS	855,381.47	74,611.67	353,057.89	285,412.44	216,911.14	74.64
42902	CUST CREDIT CRD PROCESSING FEE	13,571.21	2,722.69	12,972.39	13,768.25	(13,169.43)	197.03
43000	INSURANCE & SURETY BONDS	7,352.00	0.00	17,681.77	0.00	(10,329.77)	240.50
43100	MEMBERSHIP & DUES	19,732.00	0.00	16,904.00	0.00	2,828.00	85.66
43200	CONFERENCE, TRAINING & TRAVEL	6,790.00	0.00	2,857.60	0.00	3,932.40	42.08
43400	LEGAL SERVICES-SPECIAL COUNSEL	109,172.00	3,486.18	18,037.84	81,962.16	9,172.00	91.59
43715	REGULATORY PERMIT & USE FEES	4,026.00	870.06	3,614.82	0.00	411.18	89.78
43722	PREVENTION & MAINTENANCE	189,365.84	0.00	9,600.00	99,508.42	80,257.42	57.61
43726	PROJECT MANAGEMENT	0.00	1,615.00	1,660.60	0.00	(1,660.60)	0.00
44100	INTEREST EXPENSE	194,589.00	0.00	39,212.59	0.00	155,376.41	20.15
44200	BAD DEBTS EXPENSE	225,319.00	0.00	0.00	0.00	225,319.00	0.00
44610	ADMINISTRATIVE SERVICES CHARGE	888,131.00	0.00	666,098.25	0.00	222,032.75	75.00
44613	INTERNAL SVC CHRG-WAREHOUSE	5,837.00	0.00	4,377.75	0.00	1,459.25	75.00
44614	INTERNAL SVC CHRG-INFO TECH	404,024.00	0.00	303,018.00	0.00	101,006.00	75.00
44630	FRANCHISE IN LIEU CHARGE	300,940.00	0.00	204,314.65	0.00	96,625.35	67.89
<b>TOTAL FOR SERVICES-SUPPLIES</b>		<b>13,335,144.34</b>	<b>921,147.40</b>	<b>10,714,000.71</b>	<b>628,440.63</b>	<b>1,992,703.00</b>	<b>85.05</b>
<b>TOTAL FOR ELECTRIC UTILITY</b>		<b>15,107,718.75</b>	<b>1,093,323.08</b>	<b>12,226,279.11</b>	<b>628,440.63</b>	<b>2,252,999.01</b>	<b>85.08</b>
<b>FUN 578</b>		<b>22,060,215.90</b>	<b>1,117,863.26</b>	<b>17,972,652.70</b>	<b>787,467.01</b>	<b>3,300,096.19</b>	<b>85.04</b>

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

		<u>Budget</u>	<u>Month to</u>	<u>Expenditures</u> <u>YTD</u>	<u>Encumbrances</u>	<u>Balance</u> <u>(Over)/Under</u>	<u>%</u> <u>Used</u>
<b>579</b>	<b>ELECTRIC UTILITY GRANT/AGRMT</b>						
<b>00</b>	<b>NOT APPLICABLE</b>						
	SERVICES-SUPPLIES						
40000	CIP & PROJECT EXPENSE	236,743.00	0.00	0.00	0.00	236,743.00	0.00
42830	REBATE PROGRAMS	0.00	0.00	236,743.00	0.00	(236,743.00)	0.00
TOTAL FOR SERVICES-SUPPLIES		236,743.00	0.00	236,743.00	0.00	0.00	100.00
<b>TOTAL FOR NOT APPLICABLE</b>		236,743.00	0.00	236,743.00	0.00	0.00	100.00
<b>52</b>	<b>ELECTRIC UTILITY</b>						
	SALARIES-BENEFITS						
TOTAL FOR SALARIES-BENEFITS		0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL FOR ELECTRIC UTILITY</b>		0.00	0.00	0.00	0.00	0.00	0.00
<b>FUN 579</b>		236,743.00	0.00	236,743.00	0.00	0.00	100.00

Ledger: GL  
Level: OB

**CONSOLIDATED EXPENDITURE REPORT- BY FUND/DEPT**  
**06/30/2022**

Fiscal Year: 2022  
Fiscal Period: 12

	Expenditures				Balance	%
	<u>Budget</u>	<u>Month to</u>	<u>YTD</u>	<u>Encumbrances</u>	<u>(Over)/Under</u>	<u>Used</u>
<b>GRAND TOTAL</b>	<b>22,296,958.90</b>	<b>1,117,863.26</b>	<b>18,209,395.70</b>	<b>787,467.01</b>	<b>3,300,096.19</b>	<b>85.19</b>



# Quarterly Report FY22 Q4

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**Jacob Ellis**, City Manager  
**Kim Sitton**, Finance Director  
**August 3, 2022**

# Overview



**Q4**  
**Budget**  
Update



**Q4**  
**Strategic Plan**  
Implementation  
Progress Report



**Q4**  
**Operational**  
Performance  
Update



# Q4

## Budget Update General Fund & Utilities Funds

Note: FY 2022 Q4 figures will change through the year-end and audit process  
(Accruals, Year-End Closing Entries, Etc.)

# General Fund

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Combination of the following funds:

- General Fund
- Measure X Fund
- Historic Civic Center Fund
- Pension Stabilization Trust Fund

# General Fund – Inflows

## Revenues + Transfers In – Highlights

### FY 2022 Projected Long Term Obligations (Pension Obligation Bonds)

- \$222.0 M from Bond Proceeds (one-time item, with offsetting expense)

### FY 2022 Projected Through Q4 97.1% received (was 96.4% in FY 2021)

- Measure X – \$30.0M received so far. Final payment expected 08/26/22.
- Sales Tax – \$44.7M received so far. Final payment expected 08/26/22.

Compared to Q4 FY 2021:

- Property Tax – \$4.3M Increase, 8.1%
- Intergovernmental Revenues – \$2.9M Decrease, -51.8%
- Other Revenue – \$2.2M Decrease, -17.2%
- Payments in Lieu of Services – \$1.1M Decrease, -19.5%

*Note: FY 2022 Q4 figures will change through the year-end and audit process (Accruals, Year-End Closing Entries, Etc.)*

# General Fund – Inflows

Revenues + Transfers In

Projected FY 2022 Year End Estimates to Actuals – June 2022

Rev. June 2022

General Fund Revenue Category	Projected FY 2022	Through Q4 FY 2022	% Received
Sales Tax	\$ 48,688,911	\$ 44,737,325	91.9%
Measure X	37,327,812	29,874,957	80.0%
Property Tax	53,681,000	56,836,148	105.9%
Other Revenue	11,548,733	10,442,256	90.4%
Current Services	11,399,773	12,754,069	111.9%
Other Taxes	11,613,000	11,684,989	100.6%
Payments in Lieu of Services	6,086,383	4,530,002	74.4%
Intergovernmental Revenues	3,329,943	2,688,039	80.7%
Licenses, Fees & Permits	2,087,500	2,521,457	120.8%
Fines, Penalties & Forfeitures	839,472	1,033,090	123.1%
Special Assessments	570,746	560,737	98.2%
Investment Earnings	2,485,306	510,190	20.5%
Proceeds from Long Term Oblig.	222,013,459	221,996,682	100.0%
Total Revenues	\$ 411,672,038	\$ 400,169,942	97.2%
Transfers In	1,281,600	688,849	53.7%
Total Inflows	\$ 412,953,638	\$ 400,858,791	97.1%

# General Fund – Inflows

## Sales Tax and Measure X Revenues

Quarter	Reporting Period	SALES TAX				MEASURE X
		FY 2021	FY 2022	Yr over Yr	Yr over Yr	FY 2022
		Quarter Total	Quarter Total	Qtrly Total	Qtrly Total	Quarter Total
				Change \$	Change %	
3rd Quarter	July - Sept	\$ 12,346,399	\$ 12,992,912	\$ 646,514	5.2%	\$ 8,857,442
4th Quarter	Oct - Dec	11,275,064	12,771,584	1,496,520	13.3%	10,606,561
1st Quarter	Jan - Mar	10,907,420	12,913,677	2,006,256	18.4%	10,394,469
2nd Quarter *	Apr - June	12,515,641	6,059,152			16,485
<b>Fiscal Year Total</b>		<b>\$ 47,044,524</b>	<b>\$ 44,737,325</b>	<b>\$ 4,149,291</b>		<b>\$ 29,874,957</b>
<b>Projected FY 2022</b>		<b>\$ 48,688,911</b>				<b>\$ 37,327,812</b>
<b>Percentage of estimated revenue received</b>			<b>91.9%</b>			<b>80.0%</b>

\* Pending final payment information, anticipated to be received by August 26, 2022

# General Fund – Outflows

## Expenditures + Transfers Out – Highlights

---

- ✓ Through June, approximately 100% of FY 2022 complete (approximately, due to timing of payments)
- ✓ Overall outflows % of cumulative budget spent 90.4%, or 77.2% adjusted for pension obligation issuance costs
- ✓ Most departments trending lower than 75% due to PERS unfunded liability payments and pension obligation bond (POB) issuance
  - Unfunded liability payments generally paid in full in July
  - FY 2022 payments made monthly through October, stopped with issuance of POB
  - First POB debt service payment made in May 2022
- ✓ Other: Vacancies, Contractual Services, Multi-Year Capital Projects

*Note: FY 2022 Q4 figures will change through the year-end and audit process (Accruals, Year-End Closing Entries, Etc.)*

# General Fund – Outflows

## Expenditures + Transfers Out, Budget to Actuals – June 2022

General Fund Expenditures By Department	Cumulative Budget FY 2022	Through Q4 FY 2022	% Spent
Capital Improvement Projects	\$ 29,626,565	\$ 7,807,602	26.4%
City Manager's Office	5,391,024	3,509,122	65.1%
Community Services	6,449,006	4,890,265	75.8%
Debt Service	242,207,922	242,207,646	100.0%
Economic Development	1,507,061	1,276,948	84.7%
Elected Officials	146,308	125,779	86.0%
Finance	10,909,158	9,643,526	88.4%
Fire	30,551,285	28,502,846	93.3%
General Government	23,930,962	19,050,743	79.6%
Human Resources	2,417,745	1,805,033	74.7%
Legal & Risk Management	1,697,972	1,565,333	92.2%
Maintenance Services	5,507,028	4,498,001	81.7%
Planning & Development	5,755,308	4,874,455	84.7%
Police	47,486,242	44,839,170	94.4%
Public Works	3,962,864	2,939,650	74.2%
Total Expenditures	\$ 417,546,451	\$ 377,536,117	90.4%
Transfers Out	441,557	441,557	100.0%
Total Outflows	\$ 417,988,008	\$ 377,977,674	90.4%

# General Fund Reserves

Fiscal Year End	Emergency Contingency	Budget Balancing *	Pension Stabilization*	Total of Noted Reserves
June 30, 2015	\$ 18,300,000	\$ 38,951,177	N/A	\$ 57,251,177
June 30, 2016	\$ 30,000,000	\$ 19,429,676	N/A	\$ 49,429,676
June 30, 2017	\$ 30,000,000	\$ 28,945,252	N/A	\$ 58,945,252
June 30, 2018	\$ 32,600,000	\$ 25,182,735	N/A	\$ 57,782,735
June 30, 2019	\$ 32,600,000	\$ 34,433,788	\$ 2,530,492	\$ 69,564,280
June 30, 2020	\$ 33,846,470	\$ 40,539,138	\$ 2,530,492	\$ 76,916,100
June 30, 2021	\$ 36,522,368	\$ 43,614,486	\$ -	\$ 80,136,855

FY 2022 Adjustments	Emergency Contingency	Budget Balancing	Pension Stabilization	Total of Noted Reserves
June 30, 2021	\$ 36,522,368	\$ 43,614,486	\$ -	\$ 80,136,855
Pension Stabilization Trust		(30,000,000)	30,000,000	-
Property Acquisition		(5,103,760)		(5,103,760)
POB Debt Service		(4,588,677)		(4,588,677)
<b>Adjusted Totals</b>	<b>\$ 36,522,368</b>	<b>\$ 3,922,049</b>	<b>\$ 30,000,000</b>	<b>\$ 70,444,418</b>

\* Previously reflected as Pension Obligation Reserve in FY 2019 and 2020

Note: Not a full list of General Fund Reserves



# Utilities Funds

Water Funds	Water Reclamation Funds	Electric Funds
2012 Water Revenue Bond Project Fund	Water Reclamation Capacity Fund	Electric Utility Fund
Water Capacity Fund	2013 Wastewater Revenue Bond Project Fund	Electric Utility Grant / Agreement Fund
Reclaimed Water Utility Fund	Water Reclamation Utility Fund	
Water Utility Fund	Water Reclamation Utility Grant / Agreement Fund	
Water Utility Grant / Agreement Fund		

# Utilities Funds – Inflows

## Revenues + Transfers In – Highlights

### FY 2022 Projected Through Q4 89.7% received (was 77.9% in FY 2021)

Compared to Q4 FY 2021:

- Electric – \$0.6M Decrease, or 3.3%
  - Increase \$0.2M Electric Utility Grant Fund
  - Decrease \$0.8M Electric Utility Fund: \$0.6M utility service charges and \$0.2M investment earnings
- Water – \$6.5M Decrease, or 9.5%
  - Increase \$1.4M Water Utility Grant Fund
  - Decrease \$2.4M Water Capacity Fund (development activity)
  - Decrease \$4.6M Water Utility Fund: \$2.4M utility service charges and \$2.4M fees & permits
  - Decrease \$0.9M Reclaimed Water Fund: \$0.7M utility service charges and \$0.09M fees & permits
- Water Reclamation – \$4.6M Decrease, or 12.5%
  - Increase \$0.9M Water Reclamation Grant Fund
  - Decrease \$1.0M Water Reclamation Capacity Fund (development activity)
  - Decrease \$4.5M Water Reclamation Utility Fund: \$1.8M utility service charges, \$1.8M fees & permits, and \$0.9M investment earnings

*Note: FY 2022 Q4 figures will change through the year-end and audit process (Accruals, Year-End Closing Entries, Etc.)*

# Utilities Funds – Inflows

Revenues + Transfers In

Projected FY 2022 Year End Estimates to Actuals – June 2022

Rev. June 2022

Enterprise Funds Fund Type	Projected FY 2022	Through Q4 FY 2022	% Received
Electric	\$ 17,108,860	\$ 16,055,981	93.8%
Water	70,791,931	62,522,539	88.3%
Water Reclamation	35,583,216	32,218,388	90.5%
Total Revenues	\$ 123,484,007	\$ 110,796,908	89.7%
Transfers In - Electric	-	-	N/A
Transfers In - Water	-	-	N/A
Transfers In - Wtr Rclm	-	-	N/A
Total Inflows	\$ 123,484,007	\$ 110,796,908	89.7%

# Utilities Funds – Outflows

## Expenditures + Transfers Out – Highlights

### Outflows 62.8% of budget spent:

- ✓ Electric 81.7%
  - Operating budget 85.7% spent
  - Capital improvement project budget 35.5% spent
- ✓ Water 67.1%
  - Operating budget 87.2% spent
  - Capital improvement project budget 28.6% spent
- ✓ Water Reclamation 54.7%
  - Operating budget 83.1% spent
  - Capital improvement project budget 18.6% spent

*Note: FY 2022 Q4 figures will change through the year-end and audit process (Accruals, Year-End Closing Entries, Etc.)*

# Utilities Funds – Outflows

## Expenditures + Transfers Out, Budget to Actuals – June 2022

Enterprise Funds Expenditures By Department	Cumulative Budget FY 2022	Through Q4 FY 2022	% Spent
<b>Electric</b>			
Capital Improvement Projects	\$ 1,783,216	\$ 632,349	35.5%
Debt Service	5,232,993	5,232,993	100.0%
Finance	518	518	100.0%
Public Works	172,513	117,256	68.0%
Utilities Department	15,107,719	12,226,279	80.9%
<b>Electric Total</b>	<b>22,296,959</b>	<b>18,209,396</b>	<b>81.7%</b>
<b>Water</b>			
Capital Improvement Projects	\$ 40,945,699	\$ 11,730,779	28.6%
Debt Service	23,380,866	23,380,866	100.0%
Finance	1,553	1,553	100.0%
Public Works	803,874	548,638	68.2%
Utilities Department	54,240,070	44,489,788	82.0%
<b>Water Total</b>	<b>119,372,062</b>	<b>80,151,624</b>	<b>67.1%</b>
<b>Water Reclamation</b>			
Capital Improvement Projects	\$ 34,532,439	\$ 6,409,446	18.6%
City Manager's Office	3,050	1,780	58.3%
Debt Service	13,125,724	13,125,724	100.0%
Finance	3,107	3,107	100.0%
Public Works	601,382	361,263	60.1%
Utilities Department	30,401,573	23,168,676	76.2%
<b>Water Reclamation Total</b>	<b>78,667,275</b>	<b>43,069,996</b>	<b>54.7%</b>
Transfers Out - Electric	-	-	N/A
Transfers Out - Water	-	-	N/A
Transfers Out - Water Rclm	4,701,340	-	N/A
<b>Grand Total</b>	<b>\$ 225,037,636</b>	<b>\$ 141,431,016</b>	<b>62.8%</b>

# Questions?

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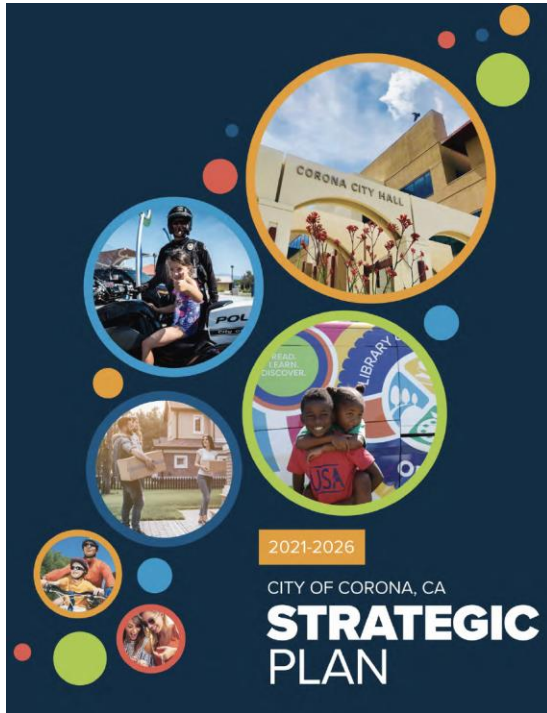
 [www.CoronaCA.gov](http://www.CoronaCA.gov)

# Q4

# Strategic Plan

## Progress Report

# The Plan



- ▷ 1 Vision
- ▷ 1 Purpose
- ▷ 6 Value statements
- ▷ 6 Goals
- ▷ 21 Objectives
- ▷ 138 Strategic Actions
- ▷ 125 Performance Indicators & Milestone Measures





# VISION

Corona will be a safe, vibrant,  
family-friendly community



# PURPOSE

To create a community  
where *everyone* can thrive

# VALUES

## We are Bold

We **challenge the status quo** in our relentless pursuit to **rethink how we do business**. We are on a mission to **innovate, modernize services**, and **bring government into the 21st century**.

## We are Humble

Everyone has a role to play, and we find purpose in **doing our part**. We **own mistakes** and learn from them to **become better**. We **value feedback**, embrace our vulnerabilities, and take time to celebrate others.

## We are Driven

We have strong **work ethic** and **tackle issues head on**, even the tough stuff. We **anticipate problems**, develop creative solutions, and **push ourselves to be better**.

## We are Honest

We strive to **do what is right, not what is easy**. We keep our commitments and **take responsibility for results**, even if things go wrong.

## We are Kind

No matter who you are or where you are from, you're welcome here. **We embrace diversity, treat people with dignity, and genuinely care for others**.

## We are a Team

**We give voice to our community**. We trust and honor the process of collaboration. **We achieve more together**.

# GOALS



**Financial  
Stability**



**Strong  
Economy**



**Sound  
Infrastructure**



**Safe  
Community**



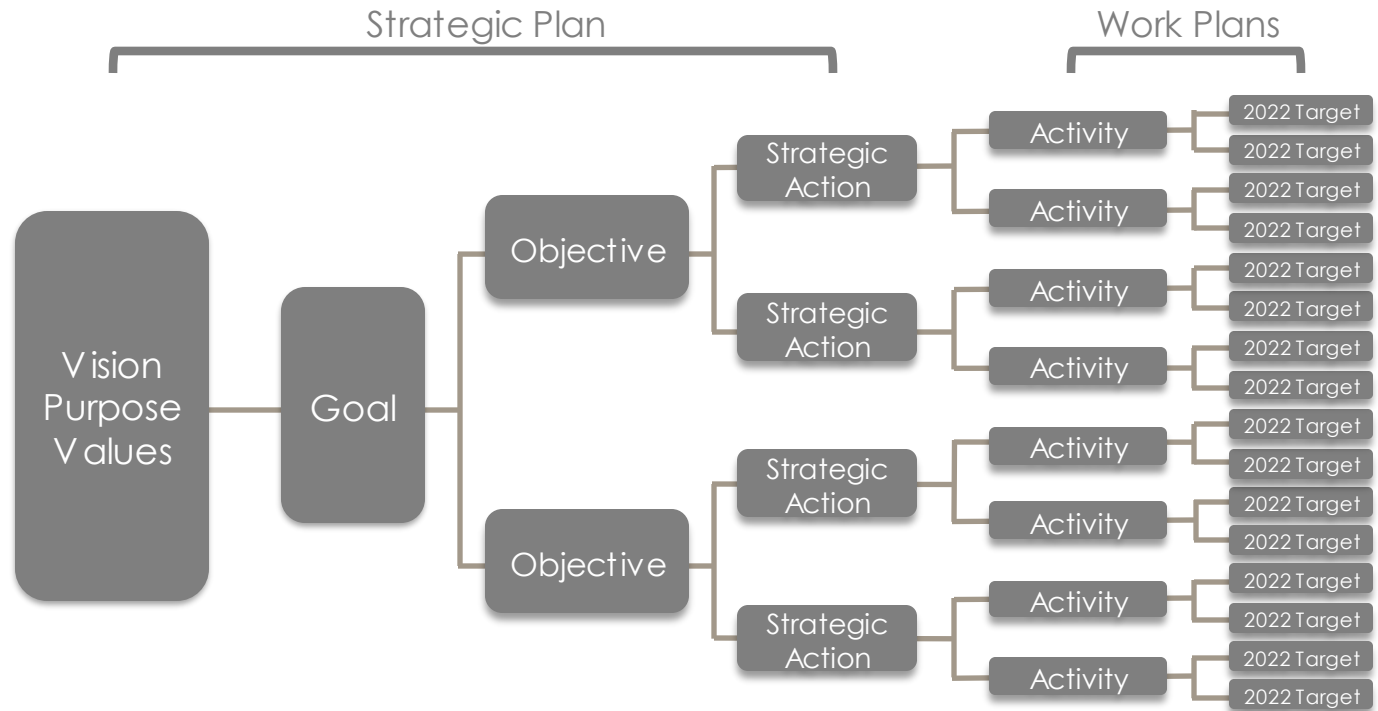
**Sense  
of Place**



**High-Performing  
Government**



# Structure





# FY22 Q4 Progress Report

## Projects, Performance Measures & Milestones

# Legend



\*based on the adopted project sched **714**



**STRATEGIC GOAL**

FINANCIAL STABILITY





# Financial Stability

## *Progress Highlights*



**Public budget in both English and Spanish**



**Simplify Budget Information**



**Proactively manage the City's pension liability debt**



**Review and Update City Fees**



**Create strategic reserve funds**



**Implement new budgeting software**














# Financial Stability *Progress Update*

FY22 Projects & Milestones	Status	Notes
<b>Develop a long-range financial forecasting model</b> and plan based on needs and community assessments to ensure adequate capital reserves.	Completed	Forecasting model completed March 2021
<b>Proactively manage the City's pension liability debt.</b>	Completed	POBs issued October 2021
<b>Create strategic reserve funds</b> (e.g. redevelopment, land acquisition, business attraction, etc.) to achieve organizational objectives.	Completed	Reserve fund created in the FY22 Budget
<b>Implement new budgeting software</b> to streamline the annual budget development process, reduce timeline, resources needed, and enhance budgeting scenario capabilities.	Completed	New software (Questica) utilized to create the budget beginning in FY22
Find ways to <b>simplify budget information</b> .	Completed	Budget information revamped for FY22
<b>Ensure budget information is available in both English and Spanish.</b>	On Track	Spanish version of FY23 budget currently being developed with completion planned for Q1 FY23
<b>Review and update City fees and set intentional cost recovery goals</b> for City services.	Completed	New fee schedule adopted March 2022 and became effective May 2022



# Financial Stability *Performance Report*

## Performance Indicators

	FY21 Q4	FY22 Q4	 Positive  Neutral  Negative
GO Bond credit rating	AA-	AA+	
Outstanding debt per capita*	\$564	\$2,047	
% of GO debt capacity used*	0.98%	8.04%	
Debt payments as a % of operating budget	2.49%	11.03%	
Unfunded pension liability/POB balance*	\$272M/\$0M	\$0/\$259M	 
Diversity of revenue sources (# and range in size)	#14 0.27% -27.60%	#14 0.43% -28.54%	
% of assets funded for scheduled repair & replacement	Not Available	Not Available	--
Major operating funds maintaining minimum fund balance	100%	100%	

\*Actual debt reflects an accounting change resulting from the issuance of the Pension Obligation Bonds (POBs).



**STRATEGIC GOAL**  
**STRONG ECONOMY**



# Strong Economy

## *Progress Highlights*



**Develop a  
Downtown  
Revitalization Plan**



**Develop Entrepreneurial  
Workshops in English  
and Spanish**



**Develop an Economic  
Development Strategic  
Plan**



**Develop a Business  
Spotlight E-Newsletter**



**Redevelop the  
Corona Mall  
Properties**



# Strong Economy *Progress Update*

FY22 Projects & Milestones	Status	Notes
<b>Develop an Economic Development Strategic Plan.</b>	On Track	Project started May '21. Plan completion anticipated in Summer '22.
<b>Create Police Officer Business Liaison Program</b> for business crime prevention & addressing concerns.	Completed	Rolled out in June '21.
<b>Establish a process to promote local businesses</b> as part of the City's ongoing communication and outreach efforts.	Completed	"Business Spotlight" e-newsletter launched April '21; created Small Business Week video series in partnership with Communications; dedicated marketing campaigns ongoing
<b>Partner with the Chamber</b> in its Corona 2030 Plan for local job creation to reduce local unemployment.	Work Underway	City and Chamber cosponsor business events throughout the year to support entrepreneurship and job growth in Corona.
<b>Craft an incentive strategy</b> for businesses to locate in Corona.	Work Underway	Initial recommendations will be included in the Economic Development Strategic Plan and explored further in FY 23.
<b>Develop entrepreneurial workshops</b> and trainings in English and Spanish.	Completed	Launched Emprendedor@s program in 2021 (90+ graduates to date); partnered with SCORE on Entrepreneurship & Business Leadership series and Grow Your Business series; additional trainings planned for FY23 including Emprendedor@s 2.0
<b>Explore the creation of an economic development corporation</b> in partnership with WRCOG.	Completed	WRCOG voted not to proceed in May '21.
<b>Develop a Downtown Revitalization Plan.</b>	On Track	Project started June '21. Plan completion anticipated in Summer '22. Implementation begins fall '22.



# Strong Economy *Progress Update*

## FY22 Projects & Milestones

## Status

## Notes

Explore creating a program to **assist long-time Corona restaurants to open smaller scale operations in the downtown.**

Work  
Underway

Staff exploring assistance program through the DRP process and upcoming business grants.

Explore the benefits and feasibility of a **discounted development fee structure for "historic home" infill developments.**

Work  
Underway

Work is currently underway; discussion with City Council planned for Q2 FY23.

**Take steps to increase crime prevention within the downtown** business district.

Completed

Added PD Bike Team; HOPE Team doubled; anti-camping ordinance enforced.

**Review and update the City's purchasing process** to ensure it follows best practices.

Completed

Completed in March '21.

**Redevelop the Corona Mall Properties.**

Work  
Underway

LAB presented conceptual plans to Council in Feb. 2022; construction schedule for the South Mall advancing in 2022.

**Partner with regional workforce development boards** to increase job opportunities.

Work  
Underway

Partnership with RCWDB. Job fair planned for Fall '22.

Build partnerships and programs that support **youth and adult workforce development.**

On Track

Partnership with LAUNCH, CNUSD, CMTC, and local employers.





**STRATEGIC GOAL**

SOUND INFRASTRUCTURE





# Sound Infrastructure

## *Progress Highlights*



**Institute Regular  
Park Inspections**



**Revamp the Capital  
Improvement Plan  
Program**



**Develop Asset  
Management  
Program for City  
Infrastructure**



**Establish quality  
maintenance  
standards for Parks  
and Facilities**



**Optimize traffic  
flows and light  
responsiveness**



# Sound Infrastructure *Progress Update*

## FY22 Projects & Milestones

## Status

## Notes

**Review and revamp the Capital Improvement Plan (CIP) program** to include all potential capital improvement projects utilizing a 10-year time horizon.

**Work Underway**

Initial changes made to FY23 CIP; full revamp planned for FY24

**Develop a Fiber Optic Master Plan.**

**Completed**

SIFI Contract approved Dec '21

Modernize traffic cameras and explore utilization of Artificial Intelligence with traffic cameras to **optimize traffic flows and improve responsiveness of traffic lights.**

**On Track**

Advance Traffic Management System Phase 3 almost ready to bid; once construction begins, AI software and hardware updates can occur

**Develop a Parks and Recreation Master Plan**

**On Track**

Parks MP website up in both English and Spanish; park surveys being conducted; meetings ongoing with Council and Parks Commission

**Develop Trails Master Plan**

**On Track**

Established Trails Working Group; first meeting held June 30; Trails MP website up in both English and Spanish

**Institute regular park inspections** to proactively identify needed repairs, improvements, and required maintenance to ensure a consistent high-quality experience and develop an easy-to-read report card.

**Completed**

Weekly park inspections/monthly playground inspections now in place

**Develop an asset management program for all city infrastructure**, including condition assessments, lifecycle determinations, and preventative maintenance program for major capital assets – including City buildings – to extend their lifecycle.

**On Track**

Completed job description for Asset Mgmt. Coordinator position; recruitment anticipated in Q1 FY23.

**Establish consistent quality and maintenance standards for parks & recreation facilities.**

**On Track**

Amenity standards established; weekly inspections ongoing

**725**



# Sound Infrastructure *Performance Report*

## Performance Indicators

	FY21 Q4	FY22 Q4	<div> <div>↑ Positive</div> <div>↔ Neutral</div> <div>↓ Negative</div> </div>
Capital asset and building condition ratings	Not Available	Not Available	--
Net investment in capital assets	\$61.4 M	\$53.9 M	↓
% of city facility assets replaced per schedule in the Asset Management Plan	Not Available	Not Available	--
Street signs replaced within target timeframes (30 days)	94.5%	98.4%	↑
Town-wide average street PCI rating	70	70	↔
Miles of trails per 1,000 residents	0.17	0.17	↔
% of residents rating recreation facilities as good or excellent	Not Available	Not Available*	--
% of residents rating the availability of paths and walking trails as good or excellent	Not Available	Not Available*	--
% of residents rating the bike lanes as good or excellent	Not Available	Not Available*	--
% of residents rating the quality of public parks as good or excellent	Not Available	Not Available*	--
Total acres of parks and green space owned/managed by the City	873.17	873.17	↔
Average level of service for key intersections during AM and PM peak hours	Not Available	Not Available	--
% of housing within walking distance of commercial centers & public transportation	Not Available	Not Available	--
% of signalized intersections using AI or advanced detection systems	Not Available	Not Available	--

**726**

\*Data will be available following completion of National Community Survey



**STRATEGIC GOAL**  
**SAFE COMMUNITY**



# Safe Community

## *Progress Highlights*



**Create a Fire Safe Council**



**Enhance City's Graffiti Removal program**



**Improve Emergency Response Times**



**Enforce anti-camping and trespassing ordinances**



**Expand CERT Trainings**



# Safe Community *Progress Update*

FY22 Projects & Milestones	Status	Notes
Develop a <b>low acuity response service model</b> in Fire.	On Track	FY22 apparatus ordered; FY23 deployment to begin.
Explore opportunities to <b>adopt best practices with computer aided dispatch systems</b> .	Work Underway	New system (Soma) identified for Fire; PD still TBD.
Develop a plan to <b>address chronic staffing issues in the dispatch call center</b> .	On Track	Plan developed; multiple dispatch positions in background. Bifurcating Fire/ PD CAD/dispatch in progress.
<b>Develop a long-term funding strategy</b> —including capital and operating reserve funds— <b>for emergency service assets</b> .	Work Underway	Fire facility and fire apparatus replacement plans in development.
<b>Develop a strategy</b> to meet the mandated <b>Regional Housing Assessment</b> residential unit numbers.	On Track	Housing program implementation as part of the Housing Element Update 2021-2029.
<b>Expand Community Emergency Response Team (CERT) trainings</b> and build neighborhood-based CERT Teams.	On Track	Teen CERT planned for summer; Spanish CERT planned for fall
<b>Implement the Community Wildfire Protection Plan (CWPP)</b> .	Completed	Will be used as foundation for Fire Safe Council



# Safe Community *Progress Update*

FY22 Projects & Milestones (Cont.)	Status	Notes
Improve emergency response times to meet or beat national benchmarks.	On Track	Evaluating dispatch protocols to reduce call queue time; partnering on Fire dispatch.
Continue and enhance the City's Graffiti Removal program.	Completed	Contract service, now with 48 removal targets.
Improve the use of the SeeClickFix app to report issues.	Completed	Revisions made and presented to Council; improvements now implemented.
Enforce current anti-camping and trespassing ordinances.	Completed	City now enforcing no camping as needed.
Raise public awareness of local hazards and risks via a communication initiative.	On Track	Alert system enhancement in development.
Implement the Homeless Strategic Plan.	On Track	Plan implementation on track; reported on semi-annually.
Create a Fire Safe Council to better equip residents to mitigate impacts of natural disasters.	On Track	CWPP Complete; Fire Safe Corona kicked off in June.



# Safe Community *Performance Report*

Performance Indicators	FY21 Q4	FY22 Q4	<div> <div>↑</div> <div>↔</div> <div>↓</div> </div> <div> <div>Positive</div> <div>Neutral</div> <div>Negative</div> </div>
Avg. Police response time to Priority 1 calls / 90% of Priority 1 call response time falls under	6:01 / 4:58	5:34 / 4:49	↑ ↑
Police arrival time within 5:00 min. of all Priority 1 calls	33%	40%	↑
Avg. response time to all fire incidents / 90% of fire incident response time falls under	5:30 / 8:40	6:01 / 7:36	↑ ↑
Fire arrival time within 6:00 min. to fire incidents	66%	74%	↑
Avg. response time to all medical calls / 90% of medical incident response time falls under	5:11 / 7:20	5:07 / 7:13	↑ ↑
Fire arrival time within 6:00 min. to medical calls	74%	69%	↓
Violent crimes / clearance rate	80 / 51%	51 / 43%	↑ ↓
Property crimes / clearance rate	741 / 6%	1,035 / 6%	↓ ↔
Homicides	1	3	↓
% of residents feeling very safe in their neighborhoods during the day	Not Available	Not Available*	--
Community satisfaction rating of public safety efforts	Not Available	Not Available*	--
Suicides	5	3	↑
Traffic fatalities	2	5	↓
Traffic accidents	265	282	↓

731

42

\*Data will be available following completion of National Community Survey





# Safe Community *Performance Report*

## Performance Indicators (Cont.)

FY21  
Q4

FY22  
Q4

↑ Positive  
↔ Neutral  
↓ Negative

Drug/alcohol related traffic collisions

27

24



% of community members who report they are prepared for an emergency

Not Available

Not Available\*

--

Annual number of residents taking part in emergency preparedness trainings.  
Events include CERT training and CPR classes.

0\*\*

865



Community satisfaction rating of the City's efforts to reduce homelessness

Not Available

Not Available\*

--

Number of homeless individuals within the City / First time Homeless

Not Available

110/47

--

Number of emergency shelter / motel voucher beds

Not Available

40

--

Average length of homelessness

Not Available

5.6 years

--

Annual returns to homelessness

Not Available

0

--

Number of affordable housing units

1,564

1,564



Number of permanent supportive housing units under development

Not Available

90

--








\*Data will be available following completion of National Community Survey

\*\*Covid-19 impacts



# Safe Community *Performance Report*

## Performance Indicators (Cont.)

	FY21 Q4	FY22 Q4	 Positive  Neutral  Negative
Number of code compliance/property maintenance citations or warnings	807	794	
Median annual household income	\$83,752*	\$88,434**	
Median Single Family Home Cost	Not Available	Not Available	--
% of residents rating the overall cleanliness of Corona as good or excellent	Not Available	Not Available***	--
% of residents rating the overall appearance of Corona as good or excellent	Not Available	Not Available***	--
Total number of trees in City owned parks and rights of way	56,271	58,079	
Avg. number of days to replace dead or damaged trees	28 days	28 days	

\*Based on 2019 US Census data

\*\*Based on 2020 US Census data

\*\*\*Data will be available following completion of National Community Survey



**STRATEGIC GOAL**  
SENSE OF PLACE



# Sense of Place

## *Progress Highlights*



**Engage Community  
in Development of  
Plans**



**Develop an Equal  
Opportunity  
Employment Plan**



**Reimagine the  
City's brand,  
identity and story**



**Promote Use of  
Public Space for Arts  
and Culture**



**City Services  
Accessed in English  
and Spanish**



# Sense of Place *Progress Update*

FY22 Projects & Milestones	Status	Notes
<b>Increase large-scale recreation events</b> (sports themed, food, etc.) that provide both social and economic benefits to the community.	Work Underway	Work continues with large scale regional events;
<b>Explore the option of forming a special events unit</b> within the Community Services Department.	Completed	Instituted Sept '21.
<b>Review and revamp the City's calendar of signature community events</b> to clarify the City's role, determine potential partners, and identify opportunities to celebrate diverse cultures.	On Track	2022 Calendar of Community engagement events posted; engagement ongoing.
<b>Update the Mills Act Landmark list.</b>	Not Started	Slated for discussion on Historic Preservation in Q2 FY23
<b>Reimagine the City of Corona's brand, identity, and story</b> , and brand City facilities to instill a sense of pride and make them more welcoming.	On Track	Branding agency selected; contract awarded in June 2022.
<b>Pursue opportunities to highlight the contributions of Latinx, Asian, Indigenous, and Black residents</b> to Corona's history, culture, and current community.	Work Underway	Held Community Conversation during Black History Month. Exploring a similar format for cultural recognition and discussion through calendar year.



# Sense of Place *Progress Update*

FY22 Projects & Milestones	Status	Notes
Ensure that City services can be accessed in both English and Spanish.	Completed	Website translation, budget, Spanish and English PSAs, expanded bilingual pay.
Improve the City website for ease of use.	Work Underway	Staff working on RFP for complete website overhaul.
Develop an implementation plan for ADA improvements to City facilities and ensure ADA-required improvements are included as part of the City's Capital Improvement Program planning.	Not Started	The ADA Transition Plan was last updated in 2017. Staff will begin the next Plan update in Q1 FY23.
Develop an Equal Employment Opportunity plan to ensure the City workforce reflects the racial and gender diversity of the community.	Work Underway	Met with City Manager's Office to discuss vision for plan; draft plan currently in development.
Promote the use of public spaces for festivals or shows that showcase arts and culture.	On Track	Co-sponsorship awards are now complete; additional opportunities currently being explored to promote public spaces.
Ensure robust engagement with a broad cross section of all segments of the community when developing plans for new or renovated parks and facilities.	On Track	Websites developed and community surveys launched for Trails and City Park Master Plans.



# Sense of Place *Performance Report*

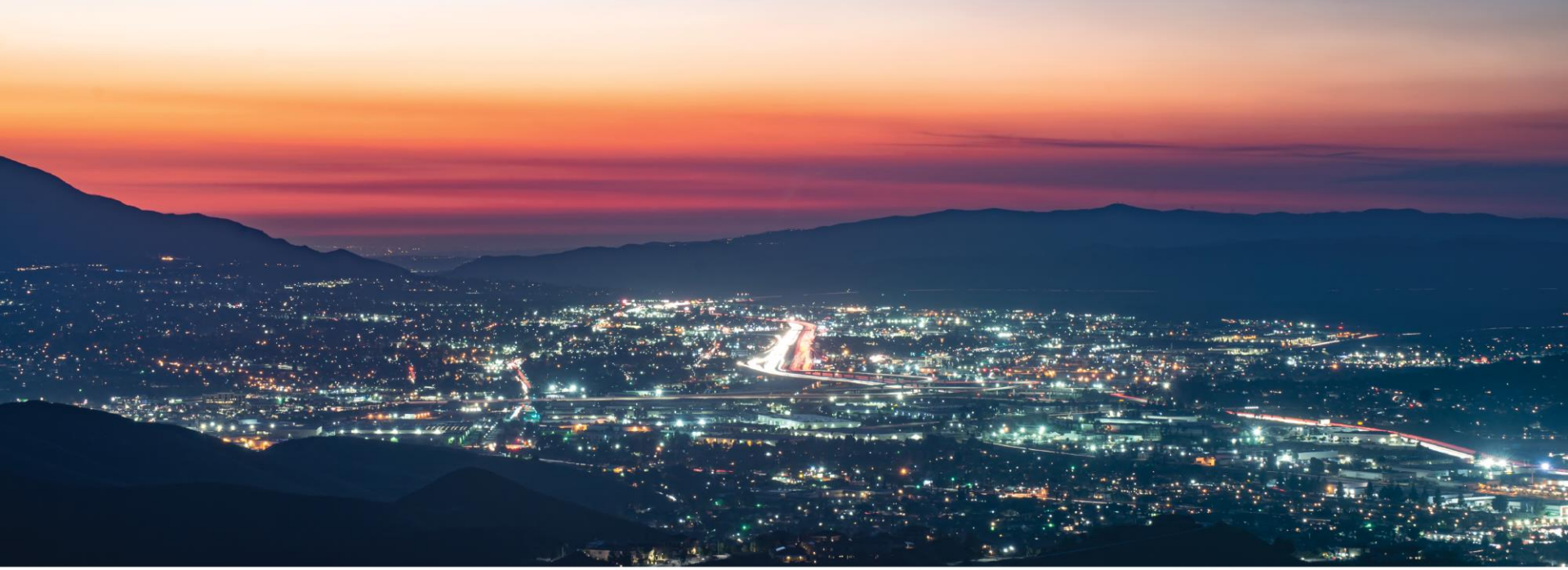
## Performance Indicators

	FY21 Q4	FY22 Q4	   <b>Positive</b> <b>Neutral</b> <b>Negative</b>
Total annual number of participants in City recreation programs.	65,001	851,142	
% of City facilities that are ADA compliant.	Not Available	Not Available	--
% of City services that can be accessed in Spanish.	Not Available	Not Available	--
% of persons who click on “apply now” after viewing the posting description on diversityjobs.com.	Not Available	Not Available	--
% of residents rating Corona as a place to live as good or excellent.	Not Available	Not Available*	--
% of residents rating Corona as a place to raise a child as good or excellent.	Not Available	Not Available*	--
% of residents rating the community’s openness and acceptance towards people of diverse backgrounds as good or excellent.	Not Available	Not Available*	--
% of residents rating the overall image or reputation of Corona as good or excellent.	Not Available	Not Available*	--
% of residents rating the quality and number of places to recreate, socialize, meet and connect with friends, neighbors, and family as good or excellent.	Not Available	Not Available*	--
% of residents rating the sense of community in Corona as good or excellent.	Not Available	Not Available*	--
% of residents very likely to recommend living in Corona to someone who asks.	Not Available	Not Available*	--
% of residents who say, given the chance to start over, they would choose to live in Corona again.	Not Available	Not Available*	--
% of residents who volunteered time to some group/activity in Corona at least once last month.	Not Available	Not Available*	--

**738**

\*Data will be available following completion of National Community Survey





**STRATEGIC GOAL**

HIGH-PERFORMING  
GOVERNMENT





# High Performing Government

## *Progress Highlights*



**Streamline and Simplify Recruitment Process**



**Establish Regular Community Satisfaction Surveys**



**Conduct Annual Employee Engagement Survey**



**Review Strategic Plan Annually**



**Incorporate Resident Input into Major Planning Efforts**



**Establish Staff Recognition Program/Policy**



# High Performing Gov't *Progress Update*

FY22 Projects & Milestones	Status	Notes
<b>Develop annual department work plans</b> based on the Strategic Plan.	Completed	Workplans implement Q1 FY22.
<b>Develop an external communication plan</b> to tell our story and build trust between the City and residents.	Completed	Plan presented at the May '21 Council Study Session.
<b>Establish regular community satisfaction surveys</b> to gather statistically significant data, track residential concerns over time, and ensure that services and service levels are consistent with community needs and wants.	On Track	National Community Survey mailed May 16; open participation survey posted online June 20; data collection ending in July; final report in Sept.
<b>Increase</b> the frequency, quality, and quantity of <b>resident feedback and engagement</b> that better reaches the “silent majority,” as well as diverse and historically underrepresented communities.	On Track	Staff working on the implementation of Salesforce. Phase 2 approved by City Council in July 2022.
<b>Streamline and simplify the recruitment process</b> and hiring new employees to reflect best practices.	Work Underway	Business process mapping in progress to streamline recruitment/onboarding. Reorganized how recruitments are assigned to decrease time to open positions. Recruitment timelines issued to improve communication
<b>Establish a staff recognition program/policy</b> and a retiring employee recognition program/policy to recognize the amazing efforts across the organization and thank long-time employees who are retiring from service.	Work Underway	Early planning efforts have begun



# High Performing Gov't *Progress Update*

FY22 Projects & Milestones	Status	Notes
<b>Utilize customer survey reviews</b> where possible, including for plan check and building inspections.	Completed	Survey auto generated for every customer.
<b>Increase the number of online options for all major City services</b> that can be offered virtually.	Work Underway	Digital Services Portfolio completed; taking results from recent employee survey to find gaps.
<b>Increase accountability by establishing standard annual performance reporting to Council.</b>	Completed	Regular quarterly reports implemented in Q1 '22.
<b>Develop a management cycle calendar</b> to ensure effective, efficient sequencing of key annual organizational processes.	Completed	Mgmt. cycle calendar completed and reviewed regularly
<b>Pursue meaningful award and certification opportunities</b> to evaluate municipal services and better demonstrate the talent, commitment, outcomes achieved by the City for its residents.	Work Underway	Awards and certifications assigned to ATTCMs; work will continue in Q1 FY23
Conduct <b>annual employee engagement surveys</b> and establish standard internal metrics to track engagement.	On Track	Employee Engagement Survey completed on June 30 <sup>th</sup> and results anticipated to be shared in August.
<b>Ensure competitive salaries and benefits by reviewing classification and compensation</b> every three to five years and make appropriate adjustments based on data.	Completed	Class and Comp. Study completed; new employee MOUs approved in Q3.
<b>Review the Strategic Plan annually</b> and track goals through established performance indicators to provide a framework for budget decisions.	Completed	First year review occurred at Spring Financial Workshop in Q3.



# High Performing Gov't *Progress Update*

FY22 Projects & Milestones	Status	Notes
<b>Ensure annual reporting on Strategic Plan</b> and departmental work plan milestones and performance measures.	On Track	First Annual Report planned for August '22; quarterly reports ongoing
<b>Use the open data portal to increase transparency</b> and help residents engage with City government.	Completed	Open data portal active and includes multiple data sets.
<b>Quantify results from programs</b> to drive process improvements and evaluation efforts.	Completed	Performance indicators established for major services.
<b>Proactively pursue and incorporate resident input into all major planning efforts.</b>	On Track	More issue specific videos and surveys going out to engage residents.
<b>Meet periodically with representatives of the local building and development industry</b> to discuss issues of mutual concern.	Completed	First meetings held in April 2021. Annual meetings to be held each year.
<b>Build a high-performing team</b> between Council and City management.	Completed	Orientations, workshops, and more implemented and ongoing.
<b>Hold bi-annual Council workshops</b> for policy making and financial planning.	Completed	Workshops held Fall '20, Spring '21, Fall '21, Spring '22; future workshops will occur every six months thereafter.
<b>Review and restructure City departments as needed</b> to improve efficiency and achieve organizational objectives.	Completed	Major restructure completed Q1 FY22.



# High Performing Gov't *Performance Report*

Performance Indicators	FY21 Q4	FY22 Q4	<div><div>↑ Positive</div><div>↔ Neutral</div><div>↓ Negative</div></div>
Number of social media engagements	335,871	460,233	↑
Number of social media impressions	5,642,247	7,038,402	↑
% of major City services that are offered virtually	60%	80%	↑
% of residents expressing confidence in city government	Not Available	Not Available*	--
% of residents rating the overall direction the City is taking as good or excellent	Not Available	Not Available*	--
% of residents who believe all City residents are treated fairly	Not Available	Not Available*	--
% of residents rating overall quality of City services as good or excellent	Not Available	Not Available*	--
% of residents rating value of services as good or excellent	Not Available	Not Available*	--
Employee turnover rate	Not Available	8.6%	--
% of employees agreeing or strongly agreeing that they would recommend the City as a place to work	Not Available	75%	--
Number of City awards/certifications earned	Not Available	Not Available	-- <b>744</b>

\*Data will be available following completion of National Community Survey

# Q4

## By the Numbers

### Operational Performance Update

# Community Services

## Q4 Operational Performance



↑ 10,266

Trees Trimmed



↑ 1,285

Trees Planted



↑ 553

Trees Removed



↓ 103,287

Registered Library  
Users



↓ 7,897

Library Program  
Participants



↓ 528/3,574 hrs.

Community  
Volunteers



↑ 5,000

Attendees @  
Special Events



↑ 246,651

Recreation Activity  
Participants



↑ 27,962

Corona Cruiser  
Ridership



↑ 7,160

Dial-a-Ride Ridership

# Homelessness

## Q4 Operational Performance



↑ 1,374

CPD Homeless Related  
Calls for Service



↑ 430

Cubic Yards of Debris  
Removed



↑ 168

Emergency Shelter  
Clients Served



↑ 13

Permanent Housing  
Placements



↔ 40\*

Emergency Shelter  
Beds Available



↑ 221

City Net Street Outreach &  
Engagement Contacts

\*10 Path of Life Beds and 30 Motel Voucher Rooms



# Community Engagement

## Q4 Operational Performance



↑ **7,039,367**  
Social Media Impressions



↑ **696,858**  
Website Visits



↑ **246,624**  
Emails Opened



↑ **460,295**  
Social Media Engagements



↑ **199,973**  
Total Social Media Audience



↑ **281,922**  
Total Video Views

# SeeClickFix

## Q4 Operational Performance



↑ **2,497**  
Total Tickets submitted

↓ **1.1**  
Average days to  
acknowledge

↓ **5.3**  
Average days to close



↑ **1,480**  
Graffiti Tickets



↑ **90,771SF**  
Graffiti Removed



↑ **755**  
Parkway Maintenance Tickets  
(Landscape and Trees)



↑ **278**  
Street Maintenance Tickets

# Economic Development

## Q4 Operational Performance



↔ **319\***

New Businesses



↑ **19**

Companies supported via  
Team Corona, MAP, New  
Business and Live Work  
Corona Meetings



↑ **1,205\***

Businesses Retained



↓ **70**

Participants at  
Community Meetings



↓ **145**

Individuals connected  
via DRP survey



↑ **100**

Individuals supported by Grow  
your Business Webinar Series



↓ **8,000**

Interactions on  
TheCoronaCircle.com

*\* This number reflects business with physical locations in Corona.*

# Planning & Development

## Q4 Operational Performance



### PLANNING SERVICES

↑ 365

Applications Processed

↔ 100%

Applications Processed on Time

↔ 21

Average Days to Process Applications  
(Does not include over the counter permit)

TBD

Satisfaction Rating



### DEVELOPMENT SERVICES

↑ 463

Plan Checks/Permits Issued\*

↑ 73.7%

Plan Checks/Permits Processed on Time\*

↑ 16

Avg. Days to Review Plan Checks/Permits\*

TBD

Satisfaction Rating

\*Dry Utility, Grading, TTM/PM Plan Checks & Permits



### INSPECTION SERVICES

↑ 3,650 / 1,553

Building/Infrastructure Inspections

↔ 100%

Inspections Completed on Time

↔ 1

Avg. Days to Complete Inspections

TBD

Satisfaction Rating



### PLAN CHECK

↑ 1,896 / 1,384

Building Plan Checks/Permits Issued

↑ 91%

Plan Checks/Permits Processed on Time

↑ 9 / 4

Avg. Days to Review Plan Checks/Permits (first check/rechecks)

↑ 89.6%

Satisfaction Rating



### CODE COMPLIANCE

↑ 536

Cases Opened

↑ 615

NOVs Issued

↓ 331

Cases Closed

↑ 179

Citations Issue **751**

# Public Works

## Q4 Operational Performance



### TRAFFIC ENGINEERING

↑ **56**

Work Orders Completed  
(signing, striping, curb painting)

↔ **170**

Traffic Signals  
Maintained

↓ **167**

Traffic Plan  
Checks



### CAPITAL PROJECTS

↑ **88**

Active CIP Projects

↓ **39**

Planning/Design Phase

↑ **22**

Out to Bid/Under  
Construction

↓ **2**

Projects Completed



### NPDES INSPECTIONS

↓ **61**

Commercial/Industrial  
Inspections

↑ **172**

Construction Site  
Inspections

↓ **55**

Illegal Connections &  
Discharges Identified



### STREET MAINTENANCE

↓ **887 / 855**

Work Orders  
Received/Completed

↓ **6,961**

Curb Miles Swept

↓ **152**

Streetlights Repaired

↓ **3,506 SF**

Sidewalk, Curb, Gutter  
Replaced



### FLEET

↑ **237/300**

Scheduled vs.  
Unscheduled Repairs

↓ **237**

Vehicles & Equipment  
Inspected

↑ ↓ **23/11**

Fire Apparatus  
Inspections/  
Unscheduled Repairs **752**

# Public Safety

## Q4 Operational Performance



↑ **3,735**  
Calls for Service



↓ **69%**  
Response to fire incidents at 6:00 mins or less



↓ **74%**  
Response to medical calls at 6:00 mins or less



↓ **9**  
Acres of land cleared



↑ **24,253**  
Calls for Service



↓ **40%**  
Response rate at 5:00 mins or less\*



↓ **4:49**  
90% of response time falls under\*



↓ **5:10**  
Average Response Time



↑ **124**  
Fire Calls



↓ **2,580**  
Medical Calls



↑ **394**  
Fire Inspections



↑ **875**  
Arrests



↑ **2,371**  
Vehicle Citations



↓ **1,332**  
Parking Citations



↑ **237**  
Vehicles Towed

\*Response to Priority 1 Calls

# Utilities

## Q4 Operational Performance



### BILLING & ADMINISTRATION

↓ **3 min. 59 sec.**  
Average Speed of Answer

↑ **138,010**  
Bills Mailed

↑ **9,277**  
Customer Service Calls

↑ **709**  
Front Counter Calls



### UTILITIES MAINTENANCE

↑ **1,337/1,2942**  
Work Orders Received / Closed

↓ **53,223 LF**  
CCTV Inspected

↓ **68,549 LF**  
Sewer Mains Cleaned

↑ **3,447**  
Meters Replaced (YTD)



### ELECTRIC UTILITY

↑ **99.99%**  
Time Power is On

↑ **242,553,164**  
Customer Mins. w / Power

↑ **1,876**  
Customer Mins w /o Power

↑ **2**  
Electrical Outages



### WATER UTILITY

↓ **1.673 Billion Gal.**  
Water Treated

↓ **1,234 / 100%**  
Water Samples / Compliance Rate

↑ **1.191 Billion Gal.**  
Wastewater Treated

↑ **2,266 / 100%**  
Wastewater Samples / Compliance Rate

# Internal Support

## Q4 Operational Performance



### ACCOUNTING

↓ **84%**  
Invoices Paid within 30 days

↓ **6,276**  
Invoices Processed

↔ **31**  
Consecutive Years  
Receiving GFOA Award



### HUMAN RESOURCES

↓ **45**  
Jobs Posted

↑ **76**  
New Hires

↓ **43**  
Promotions

↑ **70**  
Separations



### PURCHASING

↑ **23**  
Bids Issued

↑ **65**  
Contracts Executed

↑ **304**  
Purchase Orders  
Issued

↑ **456**  
P-Tracks Completed



### CLERK'S OFFICE

↑ **279**  
Public Records  
Requests

↔ **15**  
Agendas Published

↓ **14**  
Claims Received

↑ **22**  
Subpoenas Processed



### INFORMATION TECHNOLOGY

↑ **5,759,310**  
Total Cyber Attacks  
Deflected

↓ **3,006**  
IT Service Requests  
Completed

↔ **#1**  
National Ranking for  
IT Services  
(Population 125K-250K)



# Questions?

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