

City of Corona

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

City Council Meeting Final Agenda - Final-revised

Wednesday, September 21, 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**

**Revised agenda on September 20, 2022 at 7:18 a.m.

Item 14 - the staff report was revised.**

The City Council meeting of September 21, 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/84174755893>

CONVENE CLOSED SESSION

CITY COUNCIL

1. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
Pursuant to Government Code Section 54956.9(d)(4)
Possible initiation of litigation: (1 potential case)
2. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property: APN 103-020-010, 103-020-011, 103-020-007
Negotiating parties: FRONTAGE GROUP LLC; OXBOW PARTNERS; KIRKWOOD GROUP, LLC; SERFAS DEVELOPMENT, LLC, SHERMAN SHYH HUANG LEE AND MIN LING LEE, TRUSTEES OF THE SHERMAN SHYH HUANG LEE FAMILY TRUST DATED JULY 19, 1984; GRACE ADORA HSU; ALICE TAMOURA LEE; CHI-YU KING AND BI-SHIA KING, TRUSTEES OF THE C + B TRUST, DATED AUGUST 12, 1991; PINECREST BADGER ASSOCIATES LLC; TAI-NAN WANG AND HSIU-MEI WANG; MOUNTAIN VIEW COUNTRY CLUB
Agency negotiator: Jacob Ellis, City Manager
Under Negotiation: Price and Terms of Payment
3. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property: 150 Depot Drive, Corona, CA 92882
Negotiating Party: Tamara Hollingsworth
Agency Negotiator: Jacob Ellis, City Manager
Under Negotiation: Price and Terms of Payment

INVOCATION

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

PLEDGE OF ALLEGIANCE

CONVENE OPEN SESSION

Individuals wishing to address the City Council are requested to complete a speaker card available at the rear of the Council Chambers. Please deliver the card to the City Clerk prior to the item being heard by the City Council or, for items not listed on the agenda, before the "Communications" section of the agenda is called. Please observe a

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

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

4. [Introduction: 2022 - 2023 Mayor's Youth Council.](#)
5. [Recognition: Corona Police Community Partnership Trailer Donation.](#)
6. [Proclamation: Constitution Week.](#)
7. [Proclamation: Hispanic Heritage Month.](#)

MEETING MINUTES

8. **MINUTES** - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Study Session Meeting of August 24, 2022.](#)
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 City Council Meeting of September 7, 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.

10. **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 July 2022.](#)
11. **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 July 2022.](#)
12. **AGREEMENT** - [Public improvement agreements and security substitutions for Tract Map 37644, Lots 24 through 29, located south of Cajalco Road and west of Interstate 15.](#)

That the City Council:

- a. Approve the Improvement Agreements between the City and Beazer Homes

Holdings, LLC, a Delaware limited liability company, and authorize the Mayor to sign the Agreements.

- b. Authorize the Mayor to accept the replacement securities for the streets, alleys, and landscape improvements from Beazer Homes Holdings, LLC, for Lots 24 through 29, Z-Right, and AA of Tract Map 37644.
- c. Release the existing securities posted by Arantine Hills Holdings, LP (PB02497501121 FP and LM, PB02497501122 FP and LM, PB02497501123 FP and LM, PB02497501139 FP and LM, and PB02497501141 FP and LM).

13. BID & PURCHASE - [Update on Contracted Emergency Potable Water Main Replacement on Cypress Point Drive and Oakland Hills Drive pursuant to Corona Municipal Code Section 3.08.140\(A\).](#)

That the:

- a. City Council receive and file the update on the Contracted Emergency Potable Water Main Replacement on Cypress Point Drive and Oakland Hills Drive pursuant to Corona Municipal Code [Section 3.08.140\(A\)](#).
- b. Corona Utility Authority review, ratify and to the extent necessary direct that the City Council take the above actions.

14. BID & PURCHASE - [Maintenance/General Services Agreement for As Needed Supplemental Biosolids Transportation Services to Christofferson Transportation, Inc.](#)

That the:

- a. City Council award Request for Proposal 22-074CA for As Needed Supplemental Biosolids Transportation Services to Christofferson Transportation, Inc., of Riverside, CA.
- b. City Council authorize the City Manager, or his designee, to execute the Maintenance/General Services Agreement for As Needed Supplemental Biosolids Transportation Services to Christofferson Transportation, Inc., of Riverside, CA, for an initial one-year contract term ending June 30, 2023, with five (5) optional one-year extensions in the amount of \$1,400,000 per fiscal year.
- c. City Council authorize the Purchasing Manager to issue purchase orders to Christofferson Transportation, Inc., of Riverside, CA, in an amount up to \$1,400,000 per year for Fiscal Year 2023 for the initial agreement term ending June 30, 2023.
- d. City Council authorize the City Manager, or his designee, to approve amendments necessary for the execution of the work, in accordance with the

Corona Municipal Code [Section 3.08.060\(J\)](#), up to \$100,000 or 10% of the amended contract amount.

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

15. BID & PURCHASE - [Purchase of multi-band portable radios from Motorola Solutions, Inc.](#)

That the City Council:

- a. Authorize the Purchasing Manager to issue a purchase order to Motorola Solutions, Inc. in the amount of \$323,031 for the purchase of multi-band portable radios and associated radio accessories.
- b. Make a determination under Corona Municipal Code Section [3.08.140\(c\)](#) that competitive bidding has been satisfied based upon the reasons provided in the "Basis for Determination of Competitive Bidding" section of this report.

16. RELEASE OF SECURITY - [Release of the grading securities posted by Raising Cane's Restaurants, LLC, for a newly constructed restaurant building located at 840 North Main Street.](#)

That the City Council release the Precise Grading and Erosion Control Securities (Bond No. 285066675 and Receipt No. R25888).

17. RELEASE OF SECURITY - [Release of the Landscaping Securities posted by Arantine Hills Holdings, LP, for certain slopes and parkway improvements associated with Tract Map 36294R and Tract Map 37030, located south of Eagle Glen Parkway and west of Interstate 15.](#)

That the City Council:

- a. Release the Phase 1 Slope and Commercial Landscaping Faithful Performance Security associated with Tract Map 36294R (Bond No. PB02497500537 and PB02497500538)
- b. Retain the Phase 1 Slope and Commercial Landscaping Labor and Material Security associated with Tract Map 36294R for six months beyond the acceptance of the improvements and automatically release the security, unless claims are filed. (Bond No. PB02497500537 and PB02497500538).
- c. Release the Palmer Drive (Lot N), Cameron Way (Lot L), Adishain Way (Lot H), and Orange Fisher Drive (Lot H) Street Parkway Landscaping Faithful Performance Security associated with Tract Map 37030 (Bond No. PB02497500620, PB02497500621, PB02497500624 and PB02497500625)

- d. Retain the Palmer Drive (Lot N), Cameron Way (Lot L), Adishain Way (Lot H), and Orange Fisher Drive (Lot H) Street Parkway Landscaping Labor and Material Security associated with Tract Map 37030 for six months beyond the acceptance of the improvements and automatically release the security, unless claims are filed. (Bond No. PB02497500537 and PB02497500538).

18. RESOLUTION - [Resolution designating authority to act on behalf of the City for purposes of obtaining federal financial assistance provided by the United States Department of Homeland Security.](#)

That the City Council adopt Resolution No. 2022-116 designating and authorizing the Fire Chief, Deputy Fire Chief, Police Chief, Police Captain and Emergency Services Manager to execute applications and documents for the purposes of obtaining federal financial assistance provided by the United States Department of Homeland Security and sub-granted through the State of California, County of Riverside, and City of Riverside.

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.

19. PUBLIC HEARING - [Public Hearing on the 2021-2022 Consolidated Annual Performance and Evaluation Report being filed with the United States Department of Housing and Urban Development.](#)

That the City Council receive and file the 2021-2022 Consolidated Annual Performance and Evaluation Report and authorize the Community Services Director to submit the report to the United States Department of Housing and Urban Development.

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.

20. ADMINISTRATIVE REPORT - [Adoption of the City of Corona Downtown Revitalization Plan and Design Guidelines: A Guide to Placemaking in Downtown Corona.](#)

That the City Council adopt the City of Corona Downtown Revitalization Plan and Design Guidelines: A Guide to Placemaking in Downtown Corona.

21. ADMINISTRATIVE REPORT - Authorize the creation of Capital Improvement Project No. 2022-12 for the Widening of Ontario Avenue at Lincoln Avenue and approve the Transportation Uniform Mitigation Fee Reimbursement Agreement with Western Riverside Council of Governments as funding assistance for the project.

That the City Council:

- a. Authorize the creation of a new Capital Improvement Project titled "Ontario Avenue Widening at Lincoln Avenue," Project No. 2022-12.
- b. Approve the Transportation Uniform Mitigation Fee Reimbursement Agreement with Western Riverside Council of Governments for the reimbursement of Transportation Uniform Mitigation Fee Funds for the design, right-of-way, and construction of the Ontario Avenue Widening at Lincoln Avenue Project.
- c. Authorize the City Manager, or his designee, to finalize and execute the Transportation Uniform Mitigation Fee Reimbursement Agreement with Western Riverside Council of Governments for the reimbursement of Transportation Uniform Mitigation Fee Funds for the design, right-of-way, and construction of the Ontario Avenue Widening at Lincoln Avenue Project, including making minor and non-substantive changes.
- d. Authorize a transfer of \$796,166 from the South Corona Master Planned Landscape Project No. 80080 to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12 within the South Corona Landscaping Fund (274).
- e. Authorize an appropriation in the amount of \$404,560 from the South Corona Landscaping Fund (274) to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12.
- f. Authorize an appropriation in the amount of \$394,133 from the Drainage Fee Fund (212) to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12.
- g. Authorize an appropriation in the amount of \$1,023,276 from the Street and Traffic Signals Fund (211) to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12.
- h. Authorize a transfer of \$276,333 from the Rock Vista Drive Subdrain Project No. 78060 to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12 within the Measure A Fund (227).
- i. Authorize a transfer of \$503,414 from the Oak Avenue Street Improvement Project No. 76030 to the newly created Capital Improvement Project Ontario

- Avenue Widening at Lincoln Avenue, Project No. 2022-12 within the Measure A Fund (227).
- j. Authorize a transfer of \$45,500 from the Household Hazardous Waste Facility Project No. 71990 to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12 within the Measure A Fund (227).
 - k. Authorize a transfer of \$256,618 from the City-Wide Sidewalk and ADA Improvement Project No. 72210 to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12 within the Measure A Fund (227).
 - l. Accept \$2,300,000 in funds from the Western Riverside Council of Governments Transportation Uniform Mitigation Fee for the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12.
 - m. Authorize an appropriation and an estimated revenue increase in the amount of \$2,300,000 from the Public Works Grants/Agreement Fund (243) to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12.

LEGISLATIVE MATTERS

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

22. LEGISLATIVE MATTER - [Updating sections of Chapter 8.40 of the Corona Municipal Code relating to hazardous materials disclosure.](#)

That the City Council introduce, by title only, and waive full reading of Ordinance No. 3355, first reading of an ordinance amending various sections of [Chapter 8.40](#) of the Corona Municipal Code regarding hazardous materials disclosure.

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

23. **REGIONAL MEETING REPORT** - [Update from Council Member Jacque Casillas on the League of California Cities Conference of September 7, 2022 to September 9, 2022.](#)
24. **REGIONAL MEETING REPORT** - [Update from Council Member Jacque Casillas on the Western Riverside Council of Governments \(WRCOG\) meeting of September 12, 2022.](#)
25. **REGIONAL MEETING REPORT** - [Update from Vice Mayor Tony Daddario on the Western Riverside County Regional Conservation Authority \(RCA\) Meeting of September 12, 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. Purchasing Policy Update (Staff) September 28, 2022
2. Field Maintenance Standards (Staff) September 28, 2022
3. Legislative Platform Update (Staff) September 28, 2022
4. LMD Program Update (Staff) September 28, 2022
5. Street Vendor Ordinance (Staff) September 28, 2022
6. American Rescue Plan Act Project Update (Staff) September 28, 2022
7. Electric Utility Sale Analysis (Staff) September 28, 2022
8. Community Mural Project (J. Casillas) September 28, 2022
9. Future of the Old Police Station (Staff) September 28, 2022
10. Community Camera Safety Program (Staff) October 5, 2022
11. Heritage Room Flag Update (Staff) October 12, 2022
12. Zero Emissions Bus Program (Staff) October 12, 2022
13. Historic Route Signs (Staff) October 12, 2022
14. Summer Events (Staff) October 12, 2022
15. HDL Quarterly Sales Tax Update (Staff) October 12, 2022
16. Infill Fees in Historic Districts (W. Speake) October 26, 2022
17. Branding Research Findings (Staff) October 26, 2022
18. Communications Plan Update (Staff) October 26, 2022
19. Historic Preservation Code Revisions (W. Speake) October/November
20. Volunteer Program Update (Staff) October/November
21. National Community Survey (Staff) October/November
22. Parking Enforcement Update (Staff) November/December
23. Anti-Camping Ordinance (Staff) November/December
24. Secondhand Smoke as a Nuisance (W. Speake) November/December
25. Rent Stabilization Update (T. Richins) TBD
26. Security Camera Master Plan Update (Staff) TBD
27. Banning Temporary Signs in the Public Right of Way (W. Speake) TBD
28. Quiet Zone at Railroad Crossings (Staff) TBD
29. Corona Depot Train Station (T. Richins) TBD
30. Catalytic Converters Ordinance (J. Steiner) TBD
31. Historic Civic Center Frontage Design Options (Staff) TBD
32. 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, October 5, 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

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

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

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

Meeting is Being Recorded

City of Corona

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

Study Session Minutes - Draft

Wednesday, August 24, 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**

****Revised agenda on August 23, 2022 at 9:08 a.m.
Item 3 - The PowerPoint presentation was revised.****

The Study Session meeting for August 24, 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/87096564110>

Rollcall

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Casillas.

CONVENE OPEN SESSION

Mayor Speake called the meeting to order at 4:02 p.m.

COMMUNICATIONS FROM THE PUBLIC

None.

AGENDA ITEMS

1. Draft Downtown Revitalization Plan and Design Guidelines.

Jessica Gonzales, Economic Development Director introduced the item. Ken Hira and Brian Moncrief with Kosmont Companies, and Art Cueto and Joshua Smith with Storyland Studios, provided a presentation highlighting the following: Plan Development, The Plan, Plan Contents, Recommendations and Implementation, Implementation Timeframes, General Implementation, Catalyst Projects, Enhanced Safety, Sense of Place, Public Infrastructure, Community Events and Programming, Design Guidelines, Restoring Downtown, Built Environment, Public Space, Circulation, Community Feedback, and Next Steps.

The Council had inquiries and provided feedback. Ms. Gonzales and the consultants provided clarification.

Richard Winn, resident, addressed the Council regarding the design guidelines.

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

Ian Miller, resident, addressed the Council and expressed concerns with the proposed item and only focusing on the downtown.

Chris McCoy, resident, addressed the Council and expressed concerns with the proposed item.

The following items were taken out of order

3. Update regarding Waste Management Contract Negotiations.

Tom Moody, Utilities Director, introduced the item. Mr. Moody and David Davis of MSW Consultants provided a presentation highlighting the following: Recap of prior Study Session, Outline of Proposed New Agreement, Contract Terms, Proposal from Waste Management, California Redemption Value (CRV) Revenue Options, Options for Household Hazardous Waste, and the Next Steps.

The Council had inquiries and provided comments. Mr. Moody, Mr. Davis, and Lily Quiroa from Waste Management provided clarification.

Vice Mayor Daddario made a motion, there was no second and the motion died. The Council provided staff direction to proceed with Option 1 in regard to CRV and Household Hazardous Waste program options.

Joe Morgan, resident, addressed the Council regarding the proposed item.

Vice Mayor Daddario left Zoom at 6:00 p.m. Council Member Steiner left the Council Chambers at 6:10 p.m.

4. General Plan Housing Element Rezoning Program Draft Development Standards.

Joanne Coletta, Community Development Director, introduced the item. Ms. Coletta and Adam Maleitzke, Project Manager/Stantec Consulting, provided a presentation highlighting the following: Constraints, Work Plan Recap, Development Standards Examples, Design Guidelines Examples, and Next Steps.

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

2. Communications Plan Update.

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

ADJOURNMENT

The next scheduled meeting of the Council is September 7, 2022. Mayor Speake adjourned the meeting at 6:31 p.m.

City of Corona

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

City Council Minutes - Draft

Wednesday, September 7, 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 of September 7, 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/86191240778>

CONVENE CLOSED SESSION

Closed Session convened at 4:30 p.m. for the purposes listed below. Present were Mayor Speake, Vice Mayor Daddario, Council Member Casillas, Council Member Richins, and Council Member Steiner. Closed Session adjourned at 6:18 p.m.

CITY COUNCIL

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: APNs: 282-020-009, 282-020-012, 282-020-013
Negotiating Party: Previti Realty Fund
Agency Negotiator: Jacob Ellis, City Manager
Under Negotiation: Price and terms of payment
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Seneman, LLC, et al. v. Corona Industrial JV, LLC, et al.
Riverside County Court Case No. RIC 1904918
3. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)
(1 or more cases)

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 Richins.

CONVENE OPEN SESSION

Mayor Speake called the meeting to order at 6:32 p.m.

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

4. Recognition: 60th Anniversary - Silver Dollar Pancake House.
Robert and Diana Hernandez accepted the Recognition.
5. Proclamation: Childhood Cancer Awareness Month.
Sheena Escalante and a group of moms accepted the Proclamation.
6. Presentation: Remembering 9/11.
Bobby Spiegel, CEO and President of the Corona Chamber of Commerce, announced the upcoming Remembering 9/11 event.
7. Presentation: Northwest Mosquito Vector Control District Update.
Nancy Jimenez-Hernandez provided an update.

MEETING MINUTES

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

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

8. 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 August 10, 2022.
These Minutes were approved.
9. Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Committee of the Whole Meeting of August 10, 2022.
These Minutes were approved.
10. Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority City Council Meeting of August 17, 2022.
These Minutes were approved.

CONSENT CALENDAR

A motion was made by Council Member Casillas, seconded by Council Member Richins, that the Consent Calendar be approved with the exception of Items 15, 16, and 19, which were voted on separately. The motion carried by the following vote:

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

11. City Council adoption of Ordinance No. 3353, second reading of an Ordinance of the

City of Corona, California, approving an amendment to Chapter 17.76 Corona Municipal Code (Off-Street Parking) and other ancillary parking criteria within Title 17 (Zoning Code), including the number of parking spaces required for various land uses.

This Ordinance was adopted.

- 12.** City Council adoption of Ordinance No. 3354, second reading of an Ordinance of the City of Corona, California, approving an amendment to various specific plans to amend the parking requirement for multiple-family residential to match the off-street parking requirement in Chapter 17.76 of the Corona Municipal Code.

This Ordinance was adopted.

- 13.** Approval of the Amended and Restated Funding Agreement with Riverside County Flood Control and Water Conservation District and award of contract to Ferreira Coastal Construction Company for the Western Riverside County Regional Wastewater Authority Reclaimed Waterline, Project No. 2017-21.

This Agreement was approved.

- 14.** Side Letter with the City of Corona Public Service Employees Association adopting the City of Corona Position Library and Compensation Plan and repealing all prior plans.

This Agreement was approved.

- 15.** Professional Services Agreement with USA Shade & Fabric Structures for the Mountain Gate Park Shade Structure for Ballfield Plaza Project.

Vice Mayor Daddario had an inquiry and Savat Khamphou, Public Works Director, provided clarification. Mayor Speake commended staff for the project.

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

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

- 16.** Approve an Agreement with Pacific Play Systems, Inc. for the purchase of playground equipment for the Mountain Gate Park Playground Phase II Project.

Mayor Speake commended staff for the project and Vice Mayor Daddario provided comments.

A motion was made by Vice Mayor Daddario, seconded by Mayor Speake, 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 RailPros Field Services, Inc. for the McKinley Grade Separation Project.

This Agreement was approved.

- 18.** Notification of Contracted Emergency Potable Water Main Replacement on Cypress

Point Drive and Oakland Hills Drive pursuant to Corona Municipal Code 3.08.140 (A) and ratification of a Maintenance/General Services Agreement for Emergency Potable Water Main Replacement.

This Bid & Purchase was approved.

- 19.** Award of Contract to Three Peaks Corp. for the Park Revitalization-Equipment Replacement Project, No. 2021-38.

Vice Mayor Daddario had inquiries and Tracy Martin, CIP Project Manager, provided clarification.

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

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

- 20.** Resolution approving and attesting to the veracity of the 2021 Power Source Disclosure Program Annual Report and associated Power Content Label to the California Energy Commission for the year ending December 31, 2021.

This Resolution was adopted.

COMMUNICATIONS FROM THE PUBLIC

The following residents addressed the Council regarding Biking for Bean: Eddie Montavo, Kellie Montalvo, and Eileen Navarro.

The following residents addressed the Council regarding rent stabilization: Lydia Heusner, Joe Rudolph, Steve Heusner, and Margarita Rudolph.

Mike Brady, resident, addressed the Council regarding health services.

Joe Morgan, resident, addressed the Council regarding rent stabilization and closed session items.

ADMINISTRATIVE REPORTS

None.

LEGISLATIVE MATTERS

None.

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

A) Planning & Housing Commission

None.

B) Parks & Recreation Commission

None.

C) Regional Meetings

- 21.** Update from Mayor Wes Speake on the Riverside County Transportation Commission (RCTC) Meeting of August 22, 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 his comments regarding the Volunteer Recognition event and the Library Board of Trustees Meeting.

Council Member Steiner commended the Cancer Awareness moms and provided comments regarding spreading awareness. He provided a brief overview of the following: community beautification event at Serfas Club Park, the next clean up event at Skyline, Dominick Verrette's Leela Project event, grand opening of Happiest Hours, the new members of the Boy Scout Troop 523, upcoming EIR Scoping Meeting for the Old Horse Ranch, and announced the upcoming Buenos Vecinos Summer Concert event.

Vice Mayor Daddario provided a brief overview of the following: announced the upcoming American Legion Joe Dominguez Post car show event, grand opening of the Happiest Hours, and his upcoming town hall meeting.

Mayor Speake provided a brief overview of the following: the 109th Anniversary of the Road Race, League of California Cities Conference, his attendance to several neighborhood meetings in our communities, Volunteer Recognition event, and announced the Pony Baseball opening season.

FUTURE AGENDA ITEMS

1. Purchasing Policy Update (Staff) September 28, 2022
2. Field Maintenance Standards (Staff) September 28, 2022
3. Legislative Platform Update (Staff) September 28, 2022
4. LMD Program Update (Staff) September 28, 2022
5. Street Vendor Ordinance (Staff) September 28, 2022
6. American Rescue Plan Act Project Update (Staff) September 28, 2022
7. Electric Utility Sale Analysis (Staff) September 28, 2022
8. Community Mural Project (J. Casillas) September 28, 2022
9. Rent Stabilization Update (T. Richins) September 28, 2022
10. Heritage Room Flag Update (Staff) October 12, 2022
11. Zero Emissions Bus Program (Staff) October 12, 2022
12. Historic Route Signs (Staff) October 12, 2022
13. Summer Events (Staff) October 12, 2022
14. Adoption of Downtown Revitalization Plan (Staff) September/October
15. Infill Fees in Historic Districts (W. Speake) October/November
16. Historic Preservation Code Revisions (W. Speake) October/November
17. HDL Quarterly Sales Tax Update (Staff) October/November
18. Branding Research Findings (Staff) October/November
19. Parking Enforcement Update (Staff) November/December
20. Volunteer Program Update (Staff) October/November
21. Anti-Camping Ordinance (Staff) November/December
22. Secondhand Smoke as a Nuisance (W. Speake) November/December
23. Security Camera Master Plan Update (Staff) TBD
24. Banning Temporary Signs in the Public Right of Way (W. Speake) TBD
25. Quiet Zone at Railroad Crossings (Staff) TBD
26. Corona Depot Train Station (T. Richins) TBD
27. Catalytic Converters Ordinance (J. Steiner) TBD
28. Historic Civic Center Frontage Design Options (Staff) TBD
29. Future of the Old Police Station (Staff) TBD
30. Options to expedite Redevelopment of Main Street & Parkridge Ave. Area (J. Casillas) TBD

ADJOURNMENT

The next scheduled meeting of the Council is September 21, 2022. Mayor Speake adjourned the meeting at 7:45 p.m. in memory of his friend Jeff Burner.



MEMORANDUM

September 21, 2022

TO: City Clerk

FROM: Kim Sitton
Finance Director

SUBJECT: Monthly Fiscal Report, July 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 July 2022, subject to final audit.

Prepared By:

DocuSigned by:

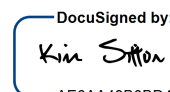
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Financial Analyst

Reviewed By:

DS


DocuSigned by:
Christine Thompson
C477487B2FB3438...
Accounting Manager

Respectfully submitted:

DocuSigned by:

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Finance Director

DocuSigned by:

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Assistant City Manager

DocuSigned by:

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City Treasurer

CITY OF CORONA



Receipts and Disbursements*

July 31, 2022

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	\$ 6,176,050.95	\$ 54,923,164.60	\$ 53,954,383.84	\$ 7,144,831.71
Deposits in Transit, as restated	725,679.16	500,819.99	725,679.16	500,819.99
Outstanding Checks	(3,167,433.06)	3,167,433.06	4,517,766.33	(4,517,766.33)
Fiscal Agents	18,749,595.55	15,331,402.62	260,822.55	33,820,175.62
Investments				
Chandler Investment- City Account	312,761,856.07	17,452,435.06	17,240,957.28	312,973,333.85
Chandler Investment -Pension Trust Fund	30,000,000.00	1,817.92		30,001,817.92
LAIF	92,994,697.40	22,801,167.30	25,000,000.00	90,795,864.70
Investments Subtotal	435,756,553.47	40,255,420.28	42,240,957.28	433,771,016.47
Unrealized Investment Gain (Loss) ¹				
Chandler Investment Account	(14,606,408.02)	14,606,408.02		-
LAIF	(1,197,268.23)	1,197,268.23		-
Change Fund	10,148.00	100.00		10,248.00
Returned Checks	3,518.94	18,242.68	17,819.19	3,942.43
Credit Card Reconciling Items- Fees	(2,465.24)	2,465.24	2,342.02	(2,342.02)
TOTAL	\$ 442,447,971.52	\$ 130,002,724.72	\$ 101,719,770.37	\$ 470,730,925.87

¹ Unrealized Investment Gain (Loss) is recorded at fiscal year-end, in accordance with the Governmental Accounting Standards Board (GASB) Statement No. 31. It is the difference between the market value and the book value of the City's investment portfolio for both LAIF and Chandler Investment Account at the fiscal year-end. LAIF investment account's market value is calculated based on the LAIF Fair Value Factor received from State Treasurer. Chandler Investment Account's fair value is reflected in the monthly Investment Portfolio Report for June 2022. The decrease in the market value of the City's portfolio is due to aggressive interest rate hikes by Federal Reserve in the past six months. However, we do not anticipate those losses will be realized, since the City intends to hold those fixed income investments to maturity and receive the interest income. The journal entries for GASB Statement No. 31 recorded in June 2022 were reversed in July 2022.

* For informational purpose only
Subject to final audit



CITY OF CORONA
Cash and Investment Status Report
July 31, 2022

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	\$ 90,795,864.70	\$ -	\$ -	\$ -	\$ 90,795,864.70
Chandler Investment- City Account	312,973,333.85				312,973,333.85
Chandler Investment -Pension Trust Fund	30,001,817.92				30,001,817.92
Investment Total	433,771,016.47				433,771,016.47
General Account - Bank of America	6,681,261.89	406,782.07	(4,460,158.59)	1,600.41	2,629,485.78
Worker's Comp Account - Bank of America	463,569.82	94,037.92	(57,607.74)		500,000.00
Fiscal Agent Accounts	33,820,175.62				33,820,175.62
Petty Cash	10,248.00				10,248.00
BALANCE PER BOOKS OF CITY TREASURER & FINANCE DIRECTOR	\$ 474,746,271.80	\$ 500,819.99	\$ (4,517,766.33)	\$ 1,600.41	\$ 470,730,925.87

Subject to final audit



CITY OF CORONA
Cash Balance By Fund
July 31, 2022

General Fund		\$ 140,185,654.98
Special Revenue Funds		
Gas Tax	8,834,054.02	
Measure A	19,482,329.69	
Trip Reduction	1,511,112.39	
Asset Forfeiture	465,562.94	
Development	28,062,186.07	
Residential Refuse/Recycling	114,210.10	
Landscape and Streetlight Maintenance	24,369,709.86	
Other Grants and Endowments	15,888,589.44	98,727,754.51
Debt Service Funds		
Public Financing Authority	42.31	42.31
Capital Project Funds		
Housing/Community Development	171,441.82	
Planned Local Drainage	586,931.20	
Other Grants	(6,388,093.93)	
Public Facility Project	(4,273,280.03)	
Corona Housing Authority	27,462,615.42	17,559,614.48
Enterprise Funds		
Water Utility	30,412,120.67	
Water Reclamation Utility	77,776,770.28	
Transit	763,560.82	
Electric Utility	26,158,282.63	
Airport	1,426,817.89	136,537,552.29
Internal Service Funds		
Fleet Operations	6,371,779.14	
Workers' Compensation	24,567,055.73	
Liability Risk	(1,969,475.29)	
Warehouse Services	607,159.00	
Information Technology	7,094,370.11	36,670,888.69
Fiduciary Funds		
AD & CFD Bond Funds	29,721,167.86	
AB109 PACT	25,076.71	
Successor Agency	11,303,174.04	41,049,418.61
Total All Funds		\$ 470,730,925.87

Subject to final audit



CITY OF CORONA
Investment Portfolio Report
July 31, 2022

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO
ABS	40,033,618.81	39,118,890.34	40,030,796.87	9.23%
Agency	69,745,000.00	66,492,567.86	70,257,201.40	16.20%
CMO	18,475,292.32	18,399,418.67	18,991,522.72	4.38%
Pension Trust	22,537,024.86	30,464,840.86	30,001,817.92	6.92%
Corporate	83,551,000.00	79,908,310.65	83,387,757.25	19.22%
LAIF	90,795,864.70	90,795,864.70	90,795,864.70	20.93%
Money Market Fund FI	1,689,566.01	1,689,566.01	1,689,566.08	0.39%
Municipal Bonds	3,385,000.00	3,321,802.05	3,462,753.45	0.80%
Negotiable CD	500,000.00	493,998.50	500,000.00	0.12%
Supranational	12,690,000.00	11,752,133.31	12,633,094.65	2.91%
US Treasury	82,020,000.00	79,202,232.71	82,020,641.43	18.91%
TOTAL PORTFOLIO	\$ 425,422,366.70	\$ 421,639,625.66	\$ 433,771,016.47	100.00%

Subject to final audit



City of Corona Investment Portfolio Report Month Ending July 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 July 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

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Chad T. Willardson
City Treasurer

DocuSigned by:

Kim Sitton

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Kim Sitton
Finance Director

DocuSigned by:

Roger Bradley

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Roger Bradley
Assistant City Manager

REVIEWED BY:

DocuSigned by:

Christine Thompson

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Christine Thompson
Accounting Manager

Investment Summary

	City's Investment	Pension Trust	Total Investment
Beginning balance June 30, 2022	\$ 405,756,553	\$ 30,000,000	\$ 435,756,553
Acquisitions / Additions:			
Agency Notes	6,690,380.86		6,690,381
US Corporate Notes	4,791,176.00		4,791,176
LAIF	22,600,000.00		22,600,000
Money Market Fund	(1,774,795.66)	1,817.92	(1,772,978)
	\$ 32,306,761	1,817.92	\$ 32,308,579
Dispositions / Withdrawals:			
Agency Notes	4,076,846		4,076,846
US Corporate Notes	4,929,717		4,929,717
LAIF	25,000,000		25,000,000
Money Market Fund	159,801		159,801
	\$ 34,166,365		\$ 34,166,365
Gain/(Loss) on Dispositions	\$ (127,752)		\$ (127,752)
Ending balance, July 31, 2022	<u>\$ 403,769,198</u>	<u>\$ 30,001,818</u>	<u>\$ 433,771,016</u>

Prepared By: Chandler Asset Management



City of Corona Consolidated - Account #10003

MONTHLY ACCOUNT STATEMENT

JULY 1, 2022 THROUGH JULY 31, 2022

Chandler Team:

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

Custodian

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

CHANDLER ASSET MANAGEMENT
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 July 31, 2022



PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.89
Average Coupon	1.47%
Average Purchase YTM	1.45%
Average Market YTM	2.67%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.15 yrs
Average Life	1.96 yrs

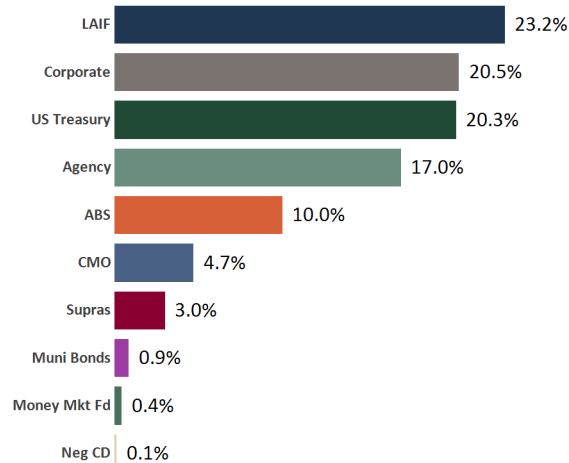
ACCOUNT SUMMARY

	Beg. Values as of 6/30/22	End Values as of 7/31/22
Market Value	421,150,145	391,174,785
Accrued Interest	1,101,699	1,067,199
Total Market Value	422,251,845	392,241,984
Income Earned	487,632	505,896
Cont/WD		-2,400,000
Par	434,716,266	402,885,342
Book Value	435,756,553	403,769,198
Cost Value	435,756,553	403,769,198

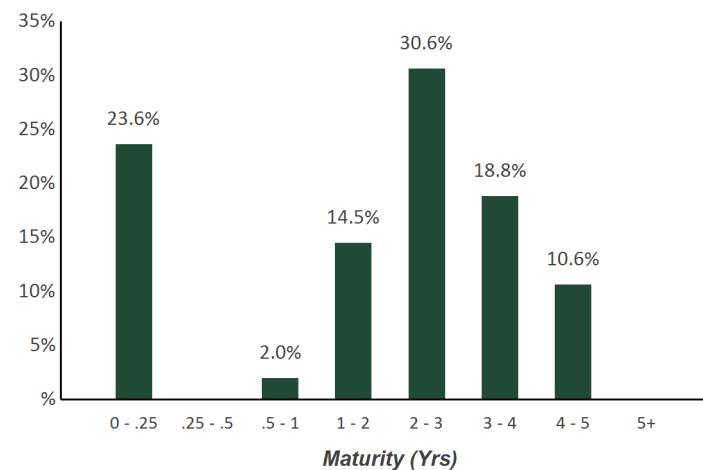
TOP ISSUERS

Local Agency Investment Fund	23.2%
Government of United States	20.3%
Federal Home Loan Mortgage Corp	9.3%
Federal National Mortgage Assoc	7.6%
Federal Home Loan Bank	4.8%
Inter-American Dev Bank	1.5%
Intl Bank Recon and Development	1.5%
Toyota Motor Corp	1.4%
Total	69.6%

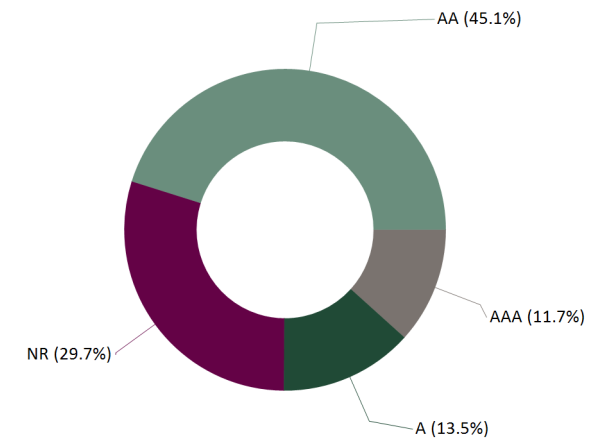
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Statement of Compliance

As of July 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. Treasuries	No limit; 5 years max maturity	<i>Complies</i>
Federal Agencies	75% max; 5 years max maturity	<i>Complies</i>
Supranational Obligations	"AA" rated or better by a NRSRO; 10% max per issuer; 5 years max maturity; Washington D.C. based issuers: IADB, IBRD, and IFC	<i>Complies</i>
Municipal Securities	"A" rating or better by a NRSRO; 25% max; 5% max per issuer; 5 years max maturity	<i>Complies</i>
Corporate Medium Term Notes	"A" rating category or better by NRSRO; 30% max; 5% max per issuer; 5 years max maturity; Issued by corporations; U.S. domiciled corporations or U.S. licensed depository	<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% max; 5% max per issuer; 5 years max maturity; Non-Government issued	<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% max; 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>
Banker's Acceptances	20% max; 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% max; 40% max in Commercial Paper if the Agency's investment assets under management are greater than \$100 million; 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>
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% max in Mutual Funds and Money Market Mutual Fund; 20% max in Money Market Mutual Funds; 10% max in Mutual Fund	<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>
Repurchase Agreements	10% max; 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>
Max Per Issuer	5% max per issuer, unless otherwise specified in the policy, other than U.S. Government, its Agencies and instrumentalities, Money Market Mutual Funds, and LAIF	<i>Complies</i>
Maximum Maturity	5 years	<i>Complies</i>

City of Corona Consolidated

Account #10003

Holdings Report

As of July 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 Fitch	Maturity Duration
ABS									
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	315,084.79	08/20/2019 1.79%	315,082.18 315,082.18	99.80 3.20%	314,461.56 249.27	0.08% (620.62)	Aaa / AAA NR	1.04 0.14
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	678,396.57	09/15/2020 0.40%	678,362.17 678,362.17	99.34 3.04%	673,911.01 120.60	0.17% (4,451.16)	NR / AAA AAA	1.29 0.25
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	107,916.16	07/16/2019 2.23%	107,893.26 107,893.26	99.86 3.01%	107,766.69 106.00	0.03% (126.57)	Aaa / NR AAA	1.38 0.17
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	386,383.74	10/01/2019 1.95%	386,353.94 386,353.94	99.75 3.00%	385,425.50 229.04	0.10% (928.44)	NR / AAA AAA	1.73 0.23
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	97.63 3.51%	1,855,046.00 278.67	0.47% (44,669.00)	Aaa / AAA NR	1.88 0.75
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	651,335.71	10/16/2019 1.94%	651,301.32 651,301.32	99.57 3.54%	648,519.99 558.70	0.17% (2,781.33)	Aaa / AAA NR	1.96 0.27
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	529,694.00	05/18/2020 0.83%	529,652.31 529,652.31	98.80 3.38%	523,324.42 193.04	0.13% (6,327.89)	Aaa / AAA NR	1.96 0.47
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	951,376.78	Various 1.00%	953,427.11 953,427.11	98.98 3.63%	941,628.02 465.12	0.24% (11,799.09)	Aaa / NR AAA	2.04 0.40
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	1,260,153.50	09/22/2020 0.38%	1,259,968.38 1,259,968.38	98.09 3.63%	1,236,055.58 168.37	0.32% (23,912.80)	NR / AAA AAA	2.22 0.59
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	96.93 3.53%	2,079,124.91 255.61	0.53% (65,845.92)	NR / AAA AAA	2.23 0.99
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	432,570.57	07/14/2020 0.52%	432,504.65 432,504.65	98.29 3.61%	425,172.32 98.05	0.11% (7,332.33)	Aaa / NR AAA	2.30 0.55
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	97.27 3.53%	924,057.40 52.25	0.24% (25,844.56)	Aaa / NR AAA	2.41 0.86
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	971,907.76	10/06/2020 0.36%	971,726.69 971,726.69	98.28 3.65%	955,179.28 151.19	0.24% (16,547.41)	NR / AAA AAA	2.46 0.52
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	96.97 3.52%	1,168,441.51 621.24	0.30% (36,531.86)	Aaa / AAA NR	2.46 1.30

City of Corona Consolidated

Account #10003

Holdings Report

As of July 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 Fitch	Maturity Duration
ABS									
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	98.47 3.51%	2,225,451.38 324.56	0.57% (34,074.02)	Aaa / NR AAA	2.56 0.50
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	97.59 3.55%	2,503,129.64 1,536.15	0.64% (61,466.63)	NR / AAA AAA	2.56 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 2,104,981.90	97.73 3.51%	2,057,260.71 1,222.07	0.52% (47,721.19)	Aaa / NR AAA	2.64 1.42
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	97.10 3.53%	971,020.00 183.33	0.25% (28,830.50)	NR / AAA AAA	2.65 1.20
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	97.67 3.75%	752,039.75 57.75	0.19% (17,946.16)	Aaa / NR AAA	2.73 0.67
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	1,509,504.00	10/20/2020 0.39%	1,509,156.36 1,509,156.36	97.85 3.71%	1,476,999.85 254.94	0.38% (32,156.51)	NR / AAA AAA	2.79 0.65
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	2,719,295.23	02/02/2021 0.27%	2,718,790.53 2,718,790.53	97.67 3.60%	2,656,025.39 314.23	0.68% (62,765.14)	Aaa / NR AAA	2.79 0.70
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	97.04 3.53%	1,300,273.03 226.31	0.33% (39,586.00)	NR / AAA AAA	3.13 0.95
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	95.78 3.60%	981,737.83 250.56	0.25% (43,046.10)	Aaa / NR AAA	3.48 1.57
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	95.08 3.98%	1,226,468.79 298.13	0.31% (63,416.14)	Aaa / NR AAA	3.63 1.44
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	95.46 3.75%	911,616.26 301.36	0.23% (43,363.40)	NR / AAA AAA	3.71 1.51
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	95.73 3.56%	698,809.30 240.09	0.18% (31,027.76)	NR / AAA AAA	3.79 1.53
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	96.97 3.49%	1,600,082.57 1,378.67	0.41% (49,669.27)	Aaa / AAA NR	3.79 1.91

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ABS									
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	99.73 3.57%	1,062,171.36 569.78	0.27% (2,773.26)	Aaa / AAA NR	4.07 0.78
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	95.41 3.85%	744,217.50 221.00	0.19% (35,762.61)	Aaa / AAA NR	4.13 1.47
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	97.60 3.57%	985,736.77 1,041.42	0.25% (24,039.82)	Aaa / NR AAA	4.13 1.95
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	97.27 3.70%	1,313,184.16 1,332.00	0.34% (36,763.87)	NR / AAA AAA	4.21 1.87
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	96.37 4.17%	636,069.72 346.50	0.16% (23,872.93)	NR / AAA AAA	4.30 1.26
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	100.49 3.23%	2,778,482.14 4,165.93	0.71% 14,093.76	NR / AAA AAA	4.80 2.62
Total ABS		40,033,618.81	1.19%	40,030,796.87 40,030,796.87	3.56%	39,118,890.34 17,811.93	9.98% (911,906.53)	Aaa / AAA AAA	2.97 1.15
AGENCY									
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	100.45 2.96%	1,004,498.00 12,909.72	0.26% (40,912.00)	Aaa / AA+ NR	1.61 1.53
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	99.04 2.99%	3,961,432.00 37,736.11	1.02% (38,848.00)	Aaa / AA+ NR	1.61 1.54
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	99.84 2.96%	5,491,216.51 20,644.10	1.41% (248,783.89)	Aaa / AA+ NR	1.87 1.80
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	99.78 2.98%	3,991,100.00 44,083.33	1.03% (215,660.00)	Aaa / AA+ AAA	2.12 2.02
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00 3,564,275.00	97.11 2.99%	3,398,902.50 16,746.52	0.87% (165,372.50)	Aaa / AA+ AAA	2.21 2.13
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	95.47 2.98%	4,105,248.70 4,897.22	1.05% (191,956.30)	Aaa / AA+ AAA	2.39 2.33
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	96.92 2.95%	4,090,015.56 4,571.67	1.04% (192,862.64)	Aaa / AA+ AAA	2.44 2.36

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AGENCY									
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	96.64 2.89%	6,354,007.68 46,298.96	1.63% (215,929.57)	Aaa / AA+ AAA	2.54 2.44
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	94.08 2.90%	4,957,784.12 9,057.81	1.27% (301,359.68)	Aaa / AA+ AAA	2.73 2.66
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	93.49 2.87%	5,796,094.80 3,788.89	1.48% (400,637.10)	Aaa / AA+ AAA	2.88 2.82
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	92.92 2.88%	5,853,897.00 656.25	1.49% (424,002.60)	Aaa / AA+ AAA	2.98 2.92
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	92.67 2.89%	5,824,296.93 10,213.13	1.49% (436,142.27)	Aaa / AA+ AAA	3.07 3.00
3137EAXE3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	92.57 2.86%	5,827,218.55 8,393.34	1.49% (449,127.50)	Aaa / AA+ AAA	3.15 3.08
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	92.65 2.87%	5,836,855.51 7,350.00	1.49% (443,039.49)	Aaa / AA+ AAA	3.27 3.19
Total Agency		69,745,000.00	1.04%	70,257,201.40 70,257,201.40	2.92%	66,492,567.86 227,347.05	17.01% (3,764,633.54)	Aaa / AA+ AAA	2.60 2.53
CMO									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	46,253.64	Various 2.22%	47,878.01 47,878.01	99.81 2.91%	46,164.84 119.10	0.01% (1,713.17)	Aaa / NR NR	0.07 0.07
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	99.97 3.32%	3,848,675.60 11,328.63	0.98% (82,986.51)	NR / NR AAA	0.98 0.86
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	99.58 3.35%	3,335,842.90 1,708.50	0.85% (123,032.10)	Aaa / NR NR	0.98 0.82
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	100.01 3.32%	3,750,281.25 2,204.38	0.96% (87,628.91)	Aaa / NR AAA	1.24 1.06
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	2,979,038.68	04/22/2019 2.72%	3,000,334.16 3,000,334.16	99.28 3.28%	2,957,664.08 7,211.76	0.76% (42,670.08)	NR / AAA NR	1.74 1.50
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	97.99 3.16%	1,469,886.00 3,316.25	0.38% (116,539.78)	NR / NR AAA	4.07 3.76

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CMO									
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	99.70 3.17%	2,990,904.00 7,800.00	0.76% (137,533.50)	NR / AAA AAA	4.16 3.75
Total CMO		18,475,292.32	2.50%	18,991,522.72 18,991,522.72	3.28%	18,399,418.67 33,688.62	4.70% (592,104.05)	Aaa / AAA AAA	1.92 1.70
CORPORATE									
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	96.40 2.98%	2,063,000.66 374.50	0.53% (75,479.94)	A2 / A A	1.47 1.44
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	2,550,000.00	Various 3.41%	2,570,550.00 2,570,550.00	99.82 3.47%	2,545,504.35 36,712.92	0.66% (25,045.65)	A2 / A- AA-	1.60 1.52
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	99.68 3.45%	1,265,981.72 16,051.39	0.33% (20,096.48)	A1 / A AA-	1.61 1.54
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	96.29 3.10%	1,709,133.30 4,918.23	0.44% (64,979.20)	A2 / A A	1.63 1.59
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	94.69 3.48%	1,420,299.00 572.92	0.36% (35,241.00)	A2 / A- AA-	1.94 1.90
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	95.58 2.97%	2,963,023.40 861.11	0.76% (113,169.20)	A2 / A+ NR	1.96 1.92
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	97.65 3.35%	698,218.24 7,088.43	0.18% (15,201.61)	A1 / A+ NR	2.04 1.95
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	97.49 3.42%	3,509,596.80 20,250.00	0.90% (88,531.20)	A1 / A AA-	2.26 2.16
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	98.12 3.01%	2,544,290.50 12,853.36	0.65% (80,193.71)	A2 / A A	2.28 2.18
74153WCQ0	Pricoa 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	94.42 3.65%	1,864,802.90 3,469.97	0.48% (108,162.85)	Aa3 / AA- AA-	2.35 2.28

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CORPORATE									
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	95.72 3.28%	2,584,537.20 1,957.50	0.66% (111,844.80)	A1 / A+ A+	2.46 2.37
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	95.07 3.57%	3,560,191.74 2,564.28	0.91% (180,763.66)	Aaa / AA+ AAA	2.46 2.37
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	96.86 3.39%	4,014,677.06 2,360.35	1.02% (121,494.09)	A1 / AA- AA-	2.48 2.38
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	98.86 3.30%	2,936,038.05 26,804.25	0.76% (33,189.75)	A1 / A+ NR	2.69 2.54
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	99.28 3.65%	1,260,916.96 12,739.69	0.32% (8,613.14)	A1 / A AA-	2.71 2.53
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	95.61 3.54%	2,639,761.73 12,769.63	0.68% (222,898.29)	A2 / A- AA-	2.75 2.63
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	100.46 3.23%	1,466,694.10 10,755.33	0.38% 8,548.30	A2 / A A	2.79 2.62
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 1.29%	3,299,268.65 3,299,268.65	94.03 3.48%	3,098,351.11 4,525.13	0.79% (200,917.54)	A2 / A- AA-	2.84 2.75
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	100.10 3.41%	940,966.32 7,837.25	0.24% 1,220.12	A2 / A- A	2.88 2.69
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 1.43%	1,565,968.20 1,565,968.20	94.06 3.53%	1,472,012.40 1,600.73	0.38% (93,955.80)	A2 / A- AA-	2.90 2.81
66815L2J7	Northwestern Mutual Gbl Note 4% Due 7/1/2025	2,350,000.00	06/27/2022 4.01%	2,349,201.00 2,349,201.00	101.15 3.58%	2,377,100.20 7,833.33	0.61% 27,899.20	Aaa / AA+ AAA	2.92 2.73
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	90.65 3.87%	2,719,404.00 3,718.76	0.69% (250,296.00)	Aa2 / AA+ NR	3.36 3.25
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	91.05 3.58%	1,702,590.12 706.44	0.43% (117,798.78)	Aaa / AA+ AAA	3.46 3.35
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 1.70%	1,037,330.00 1,037,330.00	94.66 3.98%	946,631.00 5,728.25	0.24% (90,699.00)	A2 / A- AA-	3.73 3.51

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CORPORATE									
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	1,600,000.00	05/18/2022 4.25%	1,511,376.00 1,511,376.00	95.22 3.92%	1,523,475.20 9,043.73	0.39% 12,099.20	A1 / A- A	3.75 3.52
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	92.71 3.06%	4,510,463.13 10,675.97	1.15% (333,520.07)	A1 / AA AA-	3.78 3.65
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	93.00 3.12%	748,637.93 1,954.36	0.19% (58,967.12)	A3 / A+ A	3.79 3.65
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	92.58 3.17%	3,078,125.40 4,467.97	0.79% (245,411.60)	A1 / A+ A+	3.88 3.74
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 1.69%	3,007,920.00 3,007,920.00	92.24 3.82%	2,767,200.00 4,616.50	0.71% (240,720.00)	A2 / A- AA-	3.89 3.71
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	91.17 3.61%	2,071,452.84 1,136.00	0.53% (199,917.08)	Aa3 / AA+ AA+	3.96 3.80
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	90.08 3.88%	1,544,829.13 8,158.16	0.40% (168,593.07)	Aa3 / AA- AA-	4.13 3.93
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	93.15 2.82%	731,197.67 3,068.04	0.19% (52,318.68)	Aa2 / AA AA	4.13 3.97
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	92.24 3.79%	2,292,166.49 2,588.54	0.59% (190,000.61)	Aa3 / AA- AA-	4.45 4.19
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	95.78 3.45%	1,245,138.70 13,093.89	0.32% (37,727.30)	A2 / A A	4.59 4.24
89114T2T2	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	95.73 3.82%	1,818,957.40 20,836.67	0.47% (65,975.60)	A1 / A NR	4.61 4.22
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	102.87 3.33%	1,383,566.53 12,105.00	0.36% 40,745.43	A2 / A+ A+	4.78 4.23
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	102.12 3.21%	1,393,989.87 9,960.71	0.36% 28,351.47	A3 / A+ A	4.79 4.27

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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
CORPORATE									
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	2,500,000.00	07/15/2022 3.53%	2,441,975.00 2,441,975.00	99.82 3.04%	2,495,387.50 15,208.33	0.64% 53,412.50	Aa3 / A+ NR	4.80 4.41
Total Corporate		83,551,000.00	1.96%	83,387,757.25 83,387,757.25	3.42%	79,908,310.65 321,967.62	20.45% (3,479,446.60)	A1 / A+ AA-	3.06 2.91
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	90,795,864.70	Various 1.14%	90,795,864.70 90,795,864.70	1.00 1.14%	90,795,864.70 82,105.91	23.17% 0.00	NR / NR NR	0.00 0.00
Total LAIF		90,795,864.70	1.14%	90,795,864.70 90,795,864.70	1.14%	90,795,864.70 82,105.91	23.17% 0.00	NR / NR NR	0.00 0.00
MONEY MARKET FUND									
60934N807	Federated Investors Govt Oblig Fund Inst.	1,689,566.01	Various 1.37%	1,689,566.01 1,689,566.01	1.00 1.37%	1,689,566.01 0.00	0.43% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		1,689,566.01	1.37%	1,689,566.01 1,689,566.01	1.37%	1,689,566.01 0.00	0.43% 0.00	Aaa / AAA AAA	0.00 0.00
MUNICIPAL BONDS									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	98.13 3.30%	3,321,802.05 27,080.00	0.85% (140,951.40)	Aa2 / AA- AA	2.17 2.07
Total Municipal Bonds		3,385,000.00	1.91%	3,462,753.45 3,462,753.45	3.30%	3,321,802.05 27,080.00	0.85% (140,951.40)	Aa2 / AA- AA	2.17 2.07
NEGOTIABLE CD									
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	98.80 3.55%	493,998.50 3,150.00	0.13% (6,001.50)	P-1 / A-1+ F-1+	0.54 0.53
Total Negotiable CD		500,000.00	1.35%	500,000.00 500,000.00	3.55%	493,998.50 3,150.00	0.13% (6,001.50)	Aaa / AAA AAA	0.54 0.53

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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
SUPRANATIONAL									
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	92.42 2.97%	5,822,283.60 8,137.51	1.49% (450,077.25)	Aaa / AAA AAA	3.25 3.17
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	92.80 2.93%	5,929,849.71 15,686.56	1.52% (430,884.09)	Aaa / AAA AAA	3.72 3.60
Total Supranational		12,690,000.00	0.78%	12,633,094.65 12,633,094.65	2.95%	11,752,133.31 23,824.07	3.00% (880,961.34)	Aaa / AAA AAA	3.49 3.39
US TREASURY									
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	98.39 2.94%	1,033,142.25 4,311.99	0.26% 2,050.45	Aaa / AA+ AAA	1.25 1.22
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	99.00 2.97%	4,455,175.50 8,804.35	1.14% (133,242.47)	Aaa / AA+ AAA	1.42 1.38
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	99.69 2.96%	4,984,375.00 63,432.32	1.29% (137,421.88)	Aaa / AA+ AAA	1.55 1.48
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	95.74 2.96%	2,776,410.70 2,738.45	0.71% (116,565.86)	Aaa / AA+ AAA	1.62 1.60
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25 4,833,281.25	98.40 2.94%	4,723,310.40 24,260.86	1.21% (109,970.85)	Aaa / AA+ AAA	1.75 1.70
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	98.34 2.90%	4,818,459.10 8,521.74	1.23% (123,794.81)	Aaa / AA+ AAA	1.92 1.86
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	98.94 2.91%	4,947,070.00 54,782.46	1.28% (193,164.38)	Aaa / AA+ AAA	2.04 1.95
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	98.64 2.88%	3,945,780.00 22,744.57	1.01% (144,688.75)	Aaa / AA+ AAA	2.25 2.16
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	95.71 2.86%	6,700,036.00 32,955.16	1.72% (407,971.81)	Aaa / AA+ AAA	2.58 2.51
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	97.21 2.86%	6,804,490.00 46,270.38	1.75% (18,595.94)	Aaa / AA+ AAA	2.62 2.52
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	92.59 2.84%	5,555,628.00 40.76	1.42% (323,434.50)	Aaa / AA+ AAA	3.00 2.95
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	92.23 2.83%	2,951,376.00 2,688.52	0.75% (178,999.00)	Aaa / AA+ AAA	3.17 3.11

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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
US TREASURY									
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	92.07 2.82%	5,524,218.00 3,790.76	1.41% (398,907.00)	Aaa / AA+ AAA	3.25 3.19
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	92.29 2.81%	3,507,134.00 2,413.93	0.89% (224,733.19)	Aaa / AA+ AAA	3.34 3.27
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	92.31 2.75%	1,449,245.02 4,927.58	0.37% (109,654.59)	Aaa / AA+ AAA	4.09 3.96
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	92.66 2.75%	2,900,264.26 9,204.00	0.74% (182,908.01)	Aaa / AA+ AAA	4.17 4.03
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	93.52 2.75%	2,917,930.08 8,870.38	0.75% (183,057.42)	Aaa / AA+ AAA	4.25 4.09
91282CET4	US Treasury Note 2.625% Due 5/31/2027	2,400,000.00	06/09/2022 3.07%	2,351,156.25 2,351,156.25	99.66 2.70%	2,391,938.40 10,672.13	0.61% 40,782.15	Aaa / AA+ AAA	4.84 4.49
91282CEW7	US Treasury Note 3.25% Due 6/30/2027	6,650,000.00	Various 3.12%	6,690,380.86 6,690,380.86	102.50 2.70%	6,816,250.00 18,793.48	1.74% 125,869.14	Aaa / AA+ AAA	4.92 4.52
Total US Treasury		82,020,000.00	1.59%	82,020,641.43	2.85%	79,202,232.71 330,223.82	20.28% (2,818,408.72)	Aaa / AA+ AAA	2.81 2.70
TOTAL PORTFOLIO		402,885,341.84	1.45%	403,769,198.48 403,769,198.48	2.67%	391,174,784.80 1,067,199.02	100.00% (12,594,413.68)	Aa1 / AA AAA	2.15 1.89
TOTAL MARKET VALUE PLUS ACCRUED						392,241,983.82			

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Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/01/2022	66815L2J7	2,350,000.00	Northwestern Mutual Gbl Note 4% Due 7/1/2025	99.966	4.01%	2,349,201.00	0.00	2,349,201.00	0.00
Purchase	07/05/2022	60934N807	808.97	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	808.97	0.00	808.97	0.00
Purchase	07/07/2022	60934N807	34,287.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	34,287.50	0.00	34,287.50	0.00
Purchase	07/09/2022	60934N807	4,687.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	4,687.50	0.00	4,687.50	0.00
Purchase	07/11/2022	60934N807	23,296.88	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	23,296.88	0.00	23,296.88	0.00
Purchase	07/13/2022	60934N807	19,575.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	19,575.00	0.00	19,575.00	0.00
Purchase	07/14/2022	60934N807	50,673.75	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	50,673.75	0.00	50,673.75	0.00
Purchase	07/15/2022	60934N807	9,687.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	9,687.50	0.00	9,687.50	0.00
Purchase	07/15/2022	60934N807	1,952.67	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	1,952.67	0.00	1,952.67	0.00
Purchase	07/15/2022	60934N807	450.17	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	450.17	0.00	450.17	0.00
Purchase	07/15/2022	60934N807	424.33	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	424.33	0.00	424.33	0.00
Purchase	07/15/2022	60934N807	2,497.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	2,497.50	0.00	2,497.50	0.00
Purchase	07/15/2022	60934N807	1,164.83	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	1,164.83	0.00	1,164.83	0.00
Purchase	07/15/2022	60934N807	522.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	522.50	0.00	522.50	0.00
Purchase	07/15/2022	60934N807	559.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	559.00	0.00	559.00	0.00
Purchase	07/15/2022	60934N807	565.04	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	565.04	0.00	565.04	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/15/2022	60934N807	7,811.13	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	7,811.13	0.00	7,811.13	0.00
Purchase	07/15/2022	60934N807	2,585.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	2,585.00	0.00	2,585.00	0.00
Purchase	07/15/2022	60934N807	50,218.61	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	50,218.61	0.00	50,218.61	0.00
Purchase	07/15/2022	60934N807	94,261.17	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	94,261.17	0.00	94,261.17	0.00
Purchase	07/15/2022	60934N807	100,382.18	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	100,382.18	0.00	100,382.18	0.00
Purchase	07/15/2022	60934N807	22,429.40	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	22,429.40	0.00	22,429.40	0.00
Purchase	07/15/2022	60934N807	27,827.11	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	27,827.11	0.00	27,827.11	0.00
Purchase	07/15/2022	60934N807	90,953.67	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	90,953.67	0.00	90,953.67	0.00
Purchase	07/15/2022	60934N807	92,083.33	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	92,083.33	0.00	92,083.33	0.00
Purchase	07/15/2022	60934N807	94,841.87	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	94,841.87	0.00	94,841.87	0.00
Purchase	07/15/2022	60934N807	80,883.79	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	80,883.79	0.00	80,883.79	0.00
Purchase	07/15/2022	60934N807	106,316.85	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	106,316.85	0.00	106,316.85	0.00
Purchase	07/15/2022	90LAIF\$00	201,167.30	Local Agency Investment Fund State Pool	1.000	0.94%	201,167.30	0.00	201,167.30	0.00
Purchase	07/15/2022	91282CEW7	3,000,000.00	US Treasury Note 3.25% Due 6/30/2027	100.609	3.12%	3,018,281.25	3,974.18	3,022,255.43	0.00
Purchase	07/16/2022	60934N807	13,632.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	13,632.00	0.00	13,632.00	0.00
Purchase	07/17/2022	60934N807	4,815.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	4,815.00	0.00	4,815.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/18/2022	60934N807	442.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	442.00	0.00	442.00	0.00
Purchase	07/18/2022	60934N807	693.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	693.00	0.00	693.00	0.00
Purchase	07/18/2022	60934N807	97,335.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	97,335.00	0.00	97,335.00	0.00
Purchase	07/19/2022	22160KAM7	2,500,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	97.679	3.53%	2,441,975.00	12,708.33	2,454,683.33	0.00
Purchase	07/19/2022	60934N807	112,570.62	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	112,570.62	0.00	112,570.62	0.00
Purchase	07/19/2022	91282CEW7	3,650,000.00	US Treasury Note 3.25% Due 6/30/2027	100.605	3.12%	3,672,099.61	6,124.66	3,678,224.27	0.00
Purchase	07/20/2022	60934N807	3,332.92	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	3,332.92	0.00	3,332.92	0.00
Purchase	07/20/2022	60934N807	4,189.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	4,189.50	0.00	4,189.50	0.00
Purchase	07/20/2022	60934N807	885.17	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	885.17	0.00	885.17	0.00
Purchase	07/20/2022	60934N807	697.13	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	697.13	0.00	697.13	0.00
Purchase	07/20/2022	60934N807	83,370.24	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	83,370.24	0.00	83,370.24	0.00
Purchase	07/21/2022	60934N807	54,298.75	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	54,298.75	0.00	54,298.75	0.00
Purchase	07/21/2022	60934N807	751.67	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	751.67	0.00	751.67	0.00
Purchase	07/21/2022	60934N807	173.25	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	173.25	0.00	173.25	0.00
Purchase	07/25/2022	60934N807	11,328.63	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	11,328.63	0.00	11,328.63	0.00
Purchase	07/25/2022	60934N807	11,021.88	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	11,021.88	0.00	11,021.88	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/25/2022	60934N807	3,316.25	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	3,316.25	0.00	3,316.25	0.00
Purchase	07/25/2022	60934N807	7,800.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	7,800.00	0.00	7,800.00	0.00
Purchase	07/25/2022	60934N807	8,542.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	8,542.50	0.00	8,542.50	0.00
Purchase	07/25/2022	60934N807	261.25	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	261.25	0.00	261.25	0.00
Purchase	07/25/2022	60934N807	2,658.95	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	2,658.95	0.00	2,658.95	0.00
Purchase	07/25/2022	60934N807	916.67	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	916.67	0.00	916.67	0.00
Purchase	07/25/2022	60934N807	504,250.35	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	504,250.35	0.00	504,250.35	0.00
Purchase	07/25/2022	60934N807	76,418.53	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	76,418.53	0.00	76,418.53	0.00
Purchase	07/31/2022	60934N807	7,500.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.37%	7,500.00	0.00	7,500.00	0.00
Subtotal			13,634,115.81				13,615,672.67	22,807.17	13,638,479.84	0.00
Security Contribution	07/05/2022	90LAIF\$00	1,200,000.00	Local Agency Investment Fund State Pool	1.000		1,200,000.00	0.00	1,200,000.00	0.00
Security Contribution	07/12/2022	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
Security Contribution	07/12/2022	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Contribution	07/18/2022	90LAIF\$00	3,400,000.00	Local Agency Investment Fund State Pool	1.000		3,400,000.00	0.00	3,400,000.00	0.00
Security Contribution	07/18/2022	90LAIF\$00	3,500,000.00	Local Agency Investment Fund State Pool	1.000		3,500,000.00	0.00	3,500,000.00	0.00
Security Contribution	07/19/2022	90LAIF\$00	300,000.00	Local Agency Investment Fund State Pool	1.000		300,000.00	0.00	300,000.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Security Contribution	07/25/2022	90LAIF\$00	1,200,000.00	Local Agency Investment Fund State Pool	1.000		1,200,000.00	0.00	1,200,000.00	0.00
Security Contribution	07/26/2022	90LAIF\$00	5,300,000.00	Local Agency Investment Fund State Pool	1.000		5,300,000.00	0.00	5,300,000.00	0.00
Security Contribution	07/26/2022	90LAIF\$00	4,200,000.00	Local Agency Investment Fund State Pool	1.000		4,200,000.00	0.00	4,200,000.00	0.00
Subtotal			22,600,000.00				22,600,000.00	0.00	22,600,000.00	0.00
Short Sale	07/01/2022	60934N807	-2,349,201.00	Federated Investors Govt Oblig Fund Inst.	1.000		-2,349,201.00	0.00	-2,349,201.00	0.00
Short Sale	07/15/2022	60934N807	-1,559,710.47	Federated Investors Govt Oblig Fund Inst.	1.000		-1,559,710.47	0.00	-1,559,710.47	0.00
Subtotal			-3,908,911.47				-3,908,911.47	0.00	-3,908,911.47	0.00
TOTAL ACQUISITIONS			32,325,204.34				32,306,761.20	22,807.17	32,329,568.37	0.00
DISPOSITIONS										
Closing Purchase	07/01/2022	60934N807	-2,349,201.00	Federated Investors Govt Oblig Fund Inst.	1.000		-2,349,201.00	0.00	-2,349,201.00	0.00
Closing Purchase	07/15/2022	60934N807	-1,559,710.47	Federated Investors Govt Oblig Fund Inst.	1.000		-1,559,710.47	0.00	-1,559,710.47	0.00
Subtotal			-3,908,911.47				-3,908,911.47	0.00	-3,908,911.47	0.00
Sale	07/01/2022	60934N807	2,349,201.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	2,349,201.00	0.00	2,349,201.00	0.00
Sale	07/15/2022	02665WCJ8	650,000.00	American Honda Finance Note 3.45% Due 7/14/2023	100.040	3.41%	650,260.00	62.29	650,322.29	1,384.50
Sale	07/15/2022	06406RAJ6	800,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	100.052	3.40%	800,416.00	11,806.67	812,222.67	-20,624.00
Sale	07/15/2022	60934N807	1,559,710.47	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	1,559,710.47	0.00	1,559,710.47	0.00
Sale	07/19/2022	02665WCJ8	280,000.00	American Honda Finance Note 3.45% Due 7/14/2023	100.009	3.44%	280,025.20	134.17	280,159.37	509.60

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	07/19/2022	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	100.202	3.45%	2,264,565.20	22,529.38	2,287,094.58	6,418.40
Sale	07/19/2022	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	100.142	3.27%	3,504,970.00	13,453.13	3,518,423.13	-97,195.00
Sale	07/19/2022	60934N807	159,801.14	Federated Investors Govt Oblig Fund Inst.	1.000	1.13%	159,801.14	0.00	159,801.14	0.00
Subtotal			11,558,712.61				11,568,949.01	47,985.64	11,616,934.65	-109,506.50
Paydown	07/15/2022	02582JIT8	0.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	100.000		0.00	7,811.13	7,811.13	0.00
Paydown	07/15/2022	43813DAC2	49,822.61	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		49,822.61	396.00	50,218.61	3.92
Paydown	07/15/2022	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
Paydown	07/15/2022	43815NAC8	93,654.87	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		93,654.87	606.30	94,261.17	0.78
Paydown	07/15/2022	44891RAC4	99,872.54	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		99,872.54	509.64	100,382.18	23.00
Paydown	07/15/2022	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	07/15/2022	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	07/15/2022	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	07/15/2022	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	07/15/2022	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

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DISPOSITIONS										
Paydown	07/15/2022	477870AC3	22,189.79	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		22,189.79	239.61	22,429.40	4.71
Paydown	07/15/2022	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	07/15/2022	47787NAC3	27,631.52	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		27,631.52	195.59	27,827.11	4.21
Paydown	07/15/2022	47789KAC7	89,999.08	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		89,999.08	954.59	90,953.67	-193.96
Paydown	07/15/2022	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	07/15/2022	58769EAC2	91,826.59	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		91,826.59	256.74	92,083.33	4.66
Paydown	07/15/2022	65479JAD5	93,643.70	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		93,643.70	1,198.17	94,841.87	4.94
Paydown	07/15/2022	89236XAC0	80,576.82	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		80,576.82	306.97	80,883.79	15.01
Paydown	07/15/2022	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	07/15/2022	89240BAC2	105,704.77	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		105,704.77	612.08	106,316.85	19.62
Paydown	07/18/2022	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	07/18/2022	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	07/18/2022	43813KAC6	96,916.57	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		96,916.57	418.43	97,335.00	14.24

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DISPOSITIONS										
Paydown	07/20/2022	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	07/20/2022	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	07/20/2022	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	07/20/2022	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	07/20/2022	92348AAA3	82,612.03	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		82,612.03	758.21	83,370.24	6.37
Paydown	07/21/2022	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	07/21/2022	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	07/25/2022	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
Paydown	07/25/2022	05602RAD3	0.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	100.000		0.00	2,658.95	2,658.95	0.00
Paydown	07/25/2022	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	07/25/2022	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	8,542.50	8,542.50	0.00
Paydown	07/25/2022	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	07/25/2022	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	11,021.88	11,021.88	0.00
Paydown	07/25/2022	3137BM6P6	502,836.44	FHLMC K721 A2Due 8/25/2022	100.000		502,836.44	1,413.91	504,250.35	-17,659.08
Paydown	07/25/2022	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	07/25/2022	3137BSRE5	0.00	FHLMC K059 A2 3.12% Due 9/25/2026	100.000		0.00	7,800.00	7,800.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	07/25/2022	3137BYPQ7	69,039.64	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		69,039.64	7,378.89	76,418.53	-493.53
Subtotal			1,506,326.97				1,506,326.97	90,788.07	1,597,115.04	-18,245.11
Security Withdrawal	07/06/2022	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	07/07/2022	90LAIF\$00	5,000,000.00	Local Agency Investment Fund State Pool	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Security Withdrawal	07/07/2022	90LAIF\$00	4,300,000.00	Local Agency Investment Fund State Pool	1.000		4,300,000.00	0.00	4,300,000.00	0.00
Security Withdrawal	07/11/2022	90LAIF\$00	1,500,000.00	Local Agency Investment Fund State Pool	1.000		1,500,000.00	0.00	1,500,000.00	0.00
Security Withdrawal	07/13/2022	90LAIF\$00	600,000.00	Local Agency Investment Fund State Pool	1.000		600,000.00	0.00	600,000.00	0.00
Security Withdrawal	07/14/2022	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	07/14/2022	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Withdrawal	07/20/2022	90LAIF\$00	600,000.00	Local Agency Investment Fund State Pool	1.000		600,000.00	0.00	600,000.00	0.00
Security Withdrawal	07/21/2022	90LAIF\$00	3,200,000.00	Local Agency Investment Fund State Pool	1.000		3,200,000.00	0.00	3,200,000.00	0.00
Security Withdrawal	07/21/2022	90LAIF\$00	3,000,000.00	Local Agency Investment Fund State Pool	1.000		3,000,000.00	0.00	3,000,000.00	0.00
Security Withdrawal	07/27/2022	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	07/27/2022	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	07/28/2022	90LAIF\$00	800,000.00	Local Agency Investment Fund State Pool	1.000		800,000.00	0.00	800,000.00	0.00

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DISPOSITIONS										
Security Withdrawal	07/28/2022	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Subtotal			25,000,000.00				25,000,000.00	0.00	25,000,000.00	0.00
TOTAL DISPOSITIONS			34,156,128.11				34,166,364.51	138,773.71	34,305,138.22	-127,751.61

OTHER TRANSACTIONS										
Interest	07/07/2022	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.000		34,287.50	0.00	34,287.50	0.00
Interest	07/09/2022	06367TQW3	1,500,000.00	Bank of Montreal Note 0.625% Due 7/9/2024	0.000		4,687.50	0.00	4,687.50	0.00
Interest	07/11/2022	59217GER6	2,485,000.00	Metlife Note 1.875% Due 1/11/2027	0.000		23,296.88	0.00	23,296.88	0.00
Interest	07/13/2022	89236TJT3	2,700,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.000		19,575.00	0.00	19,575.00	0.00
Interest	07/14/2022	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.000		16,042.50	0.00	16,042.50	0.00
Interest	07/14/2022	64952WEK5	3,745,000.00	New York Life Global Note 1.45% Due 1/14/2025	0.000		27,151.25	0.00	27,151.25	0.00
Interest	07/14/2022	66815L2A6	1,870,000.00	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	0.000		7,480.00	0.00	7,480.00	0.00
Interest	07/15/2022	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.000		9,687.50	0.00	9,687.50	0.00
Interest	07/16/2022	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.000		13,632.00	0.00	13,632.00	0.00
Interest	07/17/2022	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.000		4,815.00	0.00	4,815.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	07/21/2022	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.000		11,812.50	0.00	11,812.50	0.00
Interest	07/21/2022	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.000		42,486.25	0.00	42,486.25	0.00
Interest	07/31/2022	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.000		7,500.00	0.00	7,500.00	0.00
Subtotal			41,407,000.00				222,453.88	0.00	222,453.88	0.00
Dividend	07/05/2022	60934N807	1,476,129.11	Federated Investors Govt Oblig Fund Inst.	0.000		808.97	0.00	808.97	0.00
Dividend	07/15/2022	90LAIF\$00	9,776,687,933.32	Local Agency Investment Fund State Pool	0.000		201,167.30	0.00	201,167.30	0.00
Subtotal			9,778,164,062.43				201,976.27	0.00	201,976.27	0.00
TOTAL OTHER TRANSACTIONS			9,819,571,062.43				424,430.15	0.00	424,430.15	0.00

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Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 4,865,000.00	4,843,983.20 0.00 0.00 4,843,983.20	6,621.81 0.00 10,675.97 4,054.16	0.00 0.00 0.00 4,054.16	4,054.16
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 05/17/2027	05/17/2022 05/24/2022 2,765,000.00	2,764,388.38 0.00 0.00 2,764,388.38	4,165.93 7,811.13 4,165.93 7,811.13	0.00 0.00 0.00 7,811.13	7,811.13
02665WCJ8	American Honda Finance Note Due 07/14/2023	07/11/2018 07/16/2018 0.00	928,391.10 0.00 928,391.10 0.00	14,883.88 16,238.96 0.00 1,355.08	0.00 0.00 0.00 1,355.08	1,355.08
02665WCQ2	American Honda Finance Note Due 10/10/2023	10/03/2018 10/10/2018 0.00	2,258,146.80 0.00 2,258,146.80 0.00	18,433.13 22,529.38 0.00 4,096.25	0.00 0.00 0.00 4,096.25	4,096.25
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	1,064,944.62 0.00 0.00 1,064,944.62	569.78 2,658.95 569.78 2,658.95	0.00 0.00 0.00 2,658.95	2,658.95
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	29,169.17 0.00 36,712.92 7,543.75	0.00 0.00 0.00 7,543.75	7,543.75
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 3,000,000.00	3,007,920.00 0.00 0.00 3,007,920.00	1,319.00 0.00 4,616.50 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	4,479.17 4,687.50 572.92 781.25	0.00 0.00 0.00 781.25	781.25

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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	8,513.08 0.00 12,769.63 4,256.55	0.00 0.00 0.00 4,256.55	4,256.55
06406RAJ6	Bank of NY Mellon Corp Note Due 08/11/2023	05/16/2019 05/20/2019 0.00	821,040.00 0.00 821,040.00 0.00	10,733.33 11,806.67 0.00 1,073.34	0.00 0.00 0.00 1,073.34	1,073.34
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	20,310.00 0.00 27,080.00 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	8,207.57 0.00 12,853.36 4,645.79	0.00 0.00 0.00 4,645.79	4,645.79
14913R2V8	Caterpillar Financial Service Note 3.4% Due 05/13/2025	05/10/2022 05/13/2022 1,460,000.00	1,458,145.80 0.00 0.00 1,458,145.80	6,618.67 0.00 10,755.33 4,136.66	0.00 0.00 0.00 4,136.66	4,136.66
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 05/18/2027	07/15/2022 07/19/2022 2,500,000.00	0.00 2,441,975.00 0.00 2,441,975.00	0.00 (12,708.33) 15,208.33 2,500.00	0.00 0.00 0.00 2,500.00	2,500.00
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	4,387.00 4,815.00 374.50 802.50	0.00 0.00 0.00 802.50	802.50
3130A0F70	FHLB Note Due 12/08/2023	01/16/2019 01/17/2019 0.00	3,602,165.00 0.00 3,602,165.00 0.00	7,546.88 13,453.13 0.00 5,906.25	0.00 0.00 0.00 5,906.25	5,906.25

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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	10,201.39 0.00 12,909.72 2,708.33	0.00 0.00 0.00 2,708.33	2,708.33
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	7,467.02 0.00 20,644.10 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	34,500.00 0.00 44,083.33 9,583.33	0.00 0.00 0.00 9,583.33	9,583.33
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/29/2019 04/30/2019 4,000,000.00	4,000,280.00 0.00 0.00 4,000,280.00	29,819.44 0.00 37,736.11 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	1,313.89 0.00 4,897.22 3,583.33	0.00 0.00 0.00 3,583.33	3,583.33
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	6,313.02 0.00 9,057.81 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	1,205.55 0.00 3,788.89 2,583.34	0.00 0.00 0.00 2,583.34	2,583.34
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	8,249.06 0.00 10,213.13 1,964.07	0.00 0.00 0.00 1,964.07	1,964.07
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 6,300,000.00	6,279,895.00 0.00 0.00 6,279,895.00	4,725.00 0.00 7,350.00 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00

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3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 3,500,000.00	3,564,275.00 0.00 0.00 3,564,275.00	12,006.94 0.00 16,746.52 4,739.58	0.00 0.00 0.00 4,739.58	4,739.58
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 4,220,000.00	4,282,878.20 0.00 0.00 4,282,878.20	33,144.58 34,287.50 4,571.67 5,714.59	0.00 0.00 0.00 5,714.59	5,714.59
3137B4WB8	FHLMC K033 A2 3.06% Due 07/25/2023	07/23/2019 07/26/2019 3,350,000.00	3,458,875.00 0.00 0.00 3,458,875.00	1,708.50 8,542.50 1,708.50 8,542.50	0.00 0.00 0.00 8,542.50	8,542.50
3137B5JM6	FHLMC K034 A2 3.531% Due 07/25/2023	08/28/2018 08/31/2018 3,850,000.00	3,931,662.11 0.00 0.00 3,931,662.11	11,328.63 11,328.63 11,328.63 11,328.63	0.00 0.00 0.00 11,328.63	11,328.63
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 46,253.64	568,373.53 0.00 520,495.52 47,878.01	1,413.91 1,413.91 119.10 119.10	0.00 0.00 0.00 119.10	119.10
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 2,979,038.68	3,069,867.33 0.00 69,533.17 3,000,334.16	7,378.89 7,378.89 7,211.76 7,211.76	0.00 0.00 0.00 7,211.76	7,211.76

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3137EAE0	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	38,080.21 0.00 46,298.96 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	10,500.00 11,812.50 656.25 1,968.75	0.00 0.00 0.00 1,968.75	1,968.75
3137EAX3	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	6,426.14 0.00 8,393.34 1,967.20	0.00 0.00 0.00 1,967.20	1,967.20
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	1,531.26 0.00 3,718.76 2,187.50	0.00 0.00 0.00 2,187.50	2,187.50
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 529,694.00	579,471.00 0.00 49,818.69 529,652.31	211.20 396.00 193.04 377.84	0.00 0.00 0.00 377.84	377.84

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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 1,260,153.50	1,356,870.71 0.00 96,902.33 1,259,968.38	181.32 418.43 168.37 405.48	0.00 0.00 0.00 405.48	405.48
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 315,084.79	408,736.27 0.00 93,654.09 315,082.18	323.36 606.30 249.27 532.21	0.00 0.00 0.00 532.21	532.21
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 1,509,504.00	1,609,005.90 0.00 99,849.54 1,509,156.36	271.81 509.64 254.94 492.77	0.00 0.00 0.00 492.77	492.77
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
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

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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	11,027.19 0.00 15,686.56 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	5,512.51 0.00 8,137.51 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
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	3,992.42 0.00 5,728.25 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	2,262.57 0.00 4,525.13 2,262.56	0.00 0.00 0.00 2,262.56	2,262.56
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	336.99 0.00 1,600.73 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 107,916.16	130,078.34 0.00 22,185.08 107,893.26	127.79 239.61 106.00 217.82	0.00 0.00 0.00 217.82	217.82
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

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47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 432,570.57	460,131.96 0.00 27,627.31 432,504.65	104.31 195.59 98.05 189.33	0.00 0.00 0.00 189.33	189.33
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	Various Various 951,376.78	1,043,620.15 0.00 90,193.04 953,427.11	509.11 954.59 465.12 910.60	0.00 0.00 0.00 910.60	910.60
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	12,496.00 13,632.00 1,136.00 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 678,396.57	770,184.10 0.00 91,821.93 678,362.17	136.93 256.74 120.60 240.41	0.00 0.00 0.00 240.41	240.41
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	6,371.70 0.00 8,158.16 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	22,002.60 23,296.88 2,588.54 3,882.82	0.00 0.00 0.00 3,882.82	3,882.82
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	1,511,376.00 0.00 0.00 1,511,376.00	6,126.40 0.00 9,043.73 2,917.33	0.00 0.00 0.00 2,917.33	2,917.33
63743HFE7	National Rural Utilities Note 3.45% Due 06/15/2025	04/27/2022 05/04/2022 940,000.00	939,746.20 0.00 0.00 939,746.20	5,134.75 0.00 7,837.25 2,702.50	0.00 0.00 0.00 2,702.50	2,702.50

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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	25,190.33 27,151.25 2,564.28 4,525.20	0.00 0.00 0.00 4,525.20	4,525.20
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 651,335.71	744,940.08 0.00 93,638.76 651,301.32	639.03 1,198.17 558.70 1,117.84	0.00 0.00 0.00 1,117.84	1,117.84
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	1,342,821.10 0.00 0.00 1,342,821.10	7,621.67 0.00 12,105.00 4,483.33	0.00 0.00 0.00 4,483.33	4,483.33
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	6,939.78 7,480.00 706.44 1,246.66	0.00 0.00 0.00 1,246.66	1,246.66
66815L2J7	Northwestern Mutual Gbl Note 4% Due 07/01/2025	06/27/2022 07/01/2022 2,350,000.00	0.00 2,349,201.00 0.00 2,349,201.00	0.00 0.00 7,833.33 7,833.33	0.00 0.00 0.00 7,833.33	7,833.33
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	5,807.39 0.00 7,088.43 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	19,750.50 0.00 26,804.25 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	1,577.26 0.00 3,469.97 1,892.71	0.00 0.00 0.00 1,892.71	1,892.71
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	13,500.00 0.00 20,250.00 6,750.00	0.00 0.00 0.00 6,750.00	6,750.00

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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	9,167.81 0.00 12,739.69 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	8,934.04 9,687.50 861.11 1,614.57	0.00 0.00 0.00 1,614.57	1,614.57
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	3,808.85 0.00 4,918.23 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	10,439.72 0.00 13,093.89 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	12,611.81 0.00 16,051.39 3,439.58	0.00 0.00 0.00 3,439.58	3,439.58
89114TGT2	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	16,403.33 0.00 20,836.67 4,433.34	0.00 0.00 0.00 4,433.34	4,433.34
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	1,350.78 0.00 4,467.97 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	18,270.00 19,575.00 1,957.50 3,262.50	0.00 0.00 0.00 3,262.50	3,262.50
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 971,907.76	1,052,288.50 0.00 80,561.81 971,726.69	163.72 306.97 151.19 294.44	0.00 0.00 0.00 294.44	294.44

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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 2,719,295.23	2,824,475.68 0.00 105,685.15 2,718,790.53	326.44 612.08 314.23 599.87	0.00 0.00 0.00 599.87	599.87
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	37,765.56 42,486.25 2,360.35 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	15,163.04 0.00 22,744.57 7,581.53	0.00 0.00 0.00 7,581.53	7,581.53
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	51,657.46 0.00 63,432.32 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	44,613.26 0.00 54,782.46 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	2,874.66 0.00 4,311.99 1,437.33	0.00 0.00 0.00 1,437.33	1,437.33
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	275.14 0.00 8,804.35 8,529.21	0.00 0.00 0.00 8,529.21	8,529.21

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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	16,173.92 0.00 24,260.86 8,086.94	0.00 0.00 0.00 8,086.94	8,086.94
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	266.30 0.00 8,521.74 8,255.44	0.00 0.00 0.00 8,255.44	8,255.44
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	26,321.33 0.00 32,955.16 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	6,256.91 7,500.00 40.76 1,283.85	0.00 0.00 0.00 1,283.85	1,283.85
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	2,010.93 0.00 2,688.52 677.59	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	2,527.17 0.00 3,790.76 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	1,206.97 0.00 2,413.93 1,206.96	0.00 0.00 0.00 1,206.96	1,206.96
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	2,127.72 0.00 2,738.45 610.73	0.00 0.00 0.00 610.73	610.73
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	3,935.67 0.00 4,927.58 991.91	0.00 0.00 0.00 991.91	991.91

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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	6,884.29 0.00 9,204.00 2,319.71	0.00 0.00 0.00 2,319.71	2,319.71
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	5,913.59 0.00 8,870.38 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	35,951.09 0.00 46,270.38 10,319.29	0.00 0.00 0.00 10,319.29	10,319.29
91282CET4	US Treasury Note 2.625% Due 05/31/2027	06/09/2022 06/10/2022 2,400,000.00	2,351,156.25 0.00 0.00 2,351,156.25	5,336.07 0.00 10,672.13 5,336.06	0.00 0.00 0.00 5,336.06	5,336.06
91282CEW7	US Treasury Note 3.25% Due 06/30/2027	Various Various 6,650,000.00	0.00 6,690,380.86 0.00 6,690,380.86	0.00 (10,098.84) 18,793.48 8,694.64	0.00 0.00 0.00 8,694.64	8,694.64
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	1,182.90 0.00 1,954.36 771.46	0.00 0.00 0.00 771.46	771.46
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	1,365,638.40 0.00 0.00 1,365,638.40	5,751.96 0.00 9,960.71 4,208.75	0.00 0.00 0.00 4,208.75	4,208.75
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 386,383.74	468,959.60 0.00 82,605.66 386,353.94	278.01 758.21 229.04 709.24	0.00 0.00 0.00 709.24	709.24

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931142ER0	Wal-Mart Stores	09/08/2021	783,516.35	2,381.17	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	3,068.04	0.00	
			783,516.35	686.87	686.87	
			308,436,525.89	913,246.67	0.00	
			11,481,556.86	338,420.42	0.00	
			9,134,314.98	981,943.11	0.00	
Total Fixed Income		309,899,911.13	310,783,767.77	407,116.86	407,116.86	407,116.86

CASH & EQUIVALENT						
60934N807	Federated Investors	07/18/2022	3,825,330.11	0.00	0.00	808.97
	Govt Oblig Fund Inst.	07/18/2022	(1,975,962.96)	808.97	0.00	
		1,689,566.01	159,801.14	0.00	0.00	
			1,689,566.01	808.97	808.97	
78012U3M5	Royal Bank of Canada	02/11/2022	500,000.00	2,568.75	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	3,150.00	0.00	
			500,000.00	581.25	581.25	
			4,325,330.11	2,568.75	0.00	
			(1,975,962.96)	808.97	0.00	
			159,801.14	3,150.00	0.00	
Total Cash & Equivalent		2,189,566.01	2,189,566.01	1,390.22	1,390.22	1,390.22

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LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund	Various	92,994,697.40	185,884.08	0.00	97,389.13
	State Pool	Various	22,801,167.30	201,167.30	0.00	
		90,795,864.70	25,000,000.00	82,105.91	0.00	
			90,795,864.70	97,389.13	97,389.13	
			92,994,697.40	185,884.08	0.00	
			22,801,167.30	201,167.30	0.00	
			25,000,000.00	82,105.91	0.00	
Total Local Agency Investment Fund			90,795,864.70	97,389.13	97,389.13	97,389.13
			405,756,553.40	1,101,699.50	0.00	
			32,306,761.20	540,396.69	0.00	
			34,294,116.12	1,067,199.02	0.00	
TOTAL PORTFOLIO			402,885,341.84	505,896.21	505,896.21	505,896.21

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/12/2022	Interest	3137EAEPO	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
08/15/2022	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
08/15/2022	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
08/15/2022	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
08/15/2022	Paydown	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	107,916.16	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	6,242.87	198.75	6,441.62
08/15/2022	Paydown	47787NAC3	432,570.57	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	23,951.79	183.84	24,135.63
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	2,719,295.23	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	135,545.45	589.18	136,134.63
08/15/2022	Paydown	43815NAC8	315,084.79	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	162,558.20	467.38	163,025.58
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	651,335.71	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	26,443.35	1,047.56	27,490.91
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	1,509,504.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	79,185.72	478.01	79,663.73

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2022	Paydown	58769EAC2	678,396.57	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	115,703.43	226.13	115,929.56
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	971,907.76	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	34,047.04	283.47	34,330.51
08/15/2022	Paydown	43813DAC2	529,694.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	21,897.64	361.96	22,259.60
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	951,376.78	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	36,814.19	872.10	37,686.29
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
08/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
08/18/2022	Paydown	43813KAC6	1,260,153.50	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	78,577.62	388.55	78,966.17
08/19/2022	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	502,836.44	1,413.91	504,250.35
08/19/2022	Paydown	3137BSP72	0.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
08/19/2022	Paydown	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
08/19/2022	Paydown	3137BSRE5	0.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
08/19/2022	Paydown	3137BYPQ7	0.00	FHLMC K726 A2 2.905% Due 4/25/2024	69,039.64	7,378.89	76,418.53
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	72,475.81	885.17	73,360.98

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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	386,383.74	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	17,151.55	624.65	17,776.20
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
08/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,411.69	173.25	38,584.94
08/25/2022	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	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
08/25/2022	Interest	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	46,253.64	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	119.10	119.10
08/25/2022	Interest	3137BYPQ7	2,979,038.68	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,211.76	7,211.76
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	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50

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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
AUG 2022					1,420,882.43	362,193.61	1,783,076.04
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
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	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	529,694.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	21,912.61	346.99	22,259.60
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	107,916.16	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	6,255.87	187.25	6,443.12

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09/15/2022	Paydown	47787NAC3	432,570.57	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	23,961.18	173.66	24,134.84
09/15/2022	Paydown	47789KAC7	951,376.78	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	36,915.43	838.35	37,753.78
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	971,907.76	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,944.03	273.54	34,217.57
09/15/2022	Paydown	89240BAC2	2,719,295.23	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	135,589.50	559.81	136,149.31
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	1,509,504.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	79,214.76	452.93	79,667.69
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	43815NAC8	315,084.79	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	152,526.59	226.25	152,752.84
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	678,396.57	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	114,649.21	187.56	114,836.77
09/15/2022	Paydown	65479JAD5	651,335.71	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	26,502.83	1,005.04	27,507.87
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

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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	1,260,153.50	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	78,601.85	364.32	78,966.17
09/19/2022	Paydown	3137BM6P6	46,253.64	FHLMC K721 A2 3.09% Due 8/25/2022	46,253.64	95.29	46,348.93
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	72,504.20	856.78	73,360.98
09/20/2022	Paydown	92348AAA3	386,383.74	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	17,190.13	596.93	17,787.06
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	2,979,038.68	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,211.76	7,211.76
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
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
SEP 2022					884,442.80	433,758.64	1,318,201.44
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
10/14/2022	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	529,694.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	21,927.58	332.02	22,259.60
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	1,509,504.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	79,243.80	427.85	79,671.65
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	951,376.78	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	37,016.96	804.51	37,821.47
10/15/2022	Paydown	89236XAC0	971,907.76	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,839.93	263.64	34,103.57

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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	678,396.57	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	113,594.45	149.35	113,743.80
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	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
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	432,570.57	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	23,970.56	163.48	24,134.04
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	651,335.71	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	26,562.47	962.41	27,524.88
10/15/2022	Paydown	89240BAC2	2,719,295.23	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	135,633.57	530.43	136,164.00
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	107,916.16	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	6,268.91	175.73	6,444.64
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
10/17/2022	Dividend	90LAIF\$00	2,749,254,296.20	Local Agency Investment Fund State Pool	0.00	81,891.99	81,891.99
10/18/2022	Paydown	43813KAC6	1,260,153.50	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	78,626.09	340.08	78,966.17

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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	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	72,532.60	828.38	73,360.98
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	386,383.74	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	17,228.82	569.13	17,797.95
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	2,979,038.68	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,211.76	7,211.76
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
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
OCT 2022					684,876.00	516,967.66	1,201,843.66
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

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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	107,916.16	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	6,281.97	164.18	6,446.15
11/15/2022	Paydown	58769EAC2	678,396.57	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	112,539.17	111.48	112,650.65
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	529,694.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	21,942.56	317.04	22,259.60
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	432,570.57	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	23,979.95	153.29	24,133.24
11/15/2022	Paydown	47789KAC7	951,376.78	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	37,118.76	770.57	37,889.33
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	651,335.71	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	26,622.24	919.69	27,541.93

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2022	Paydown	89240BAC2	2,719,295.23	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	135,677.64	501.05	136,178.69
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	1,509,504.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	79,272.85	402.76	79,675.61
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
11/15/2022	Paydown	89236XAC0	971,907.76	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,734.72	253.77	33,988.49
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	Interest	22160KAM7	2,500,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.00	37,500.00	37,500.00
11/18/2022	Paydown	43813KAC6	1,260,153.50	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	78,650.33	315.84	78,966.17
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	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	72,561.01	799.97	73,360.98
11/20/2022	Paydown	92348AAA3	386,383.74	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	17,267.58	541.28	17,808.86
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	3137BYPQ7	2,979,038.68	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,211.76	7,211.76
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	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
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	91282CET4	2,400,000.00	US Treasury Note 2.625% Due 5/31/2027	0.00	31,500.00	31,500.00
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
NOV 2022					754,408.57	378,298.24	1,132,706.81
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
12/10/2022	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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	2,719,295.23	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	135,721.74	471.65	136,193.39
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	107,916.16	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	6,295.06	152.61	6,447.67
12/15/2022	Paydown	47787NAC3	432,570.57	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	23,989.34	143.10	24,132.44
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	43813DAC2	529,694.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	21,957.56	302.04	22,259.60
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	951,376.78	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	37,220.83	736.55	37,957.38
12/15/2022	Paydown	89236XAC0	971,907.76	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,628.39	243.93	33,872.32
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	651,335.71	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	26,682.14	876.87	27,559.01
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2022	Paydown	44891RAC4	1,509,504.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	79,301.93	377.65	79,679.58
12/15/2022	Paydown	58769EAC2	678,396.57	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	111,483.34	73.97	111,557.31
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
12/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
12/17/2022	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
12/18/2022	Paydown	43813KAC6	1,260,153.50	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	78,674.58	291.59	78,966.17
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
12/20/2022	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	386,383.74	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	17,306.43	513.37	17,819.80
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	72,589.43	771.55	73,360.98
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	2,979,038.68	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,211.76	7,211.76
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	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
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
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
12/31/2022	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	91282CEW7	6,650,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	108,062.50	108,062.50
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
DEC 2022					753,642.70	514,743.13	1,268,385.83
01/01/2023	Interest	66815L2J7	2,350,000.00	Northwestern Mutual Gbl Note 4% Due 7/1/2025	0.00	47,000.00	47,000.00
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	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	971,907.76	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,520.94	234.12	33,755.06
01/15/2023	Paydown	43813DAC2	529,694.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	21,972.56	287.04	22,259.60
01/15/2023	Paydown	44891RAC4	1,509,504.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	79,331.00	352.54	79,683.54
01/15/2023	Paydown	47789KAC7	951,376.78	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	37,323.19	702.43	38,025.62
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	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	432,570.57	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	23,998.73	132.91	24,131.64

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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	651,335.71	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	26,742.17	833.96	27,576.13
01/15/2023	Paydown	89240BAC2	2,719,295.23	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	135,765.86	442.24	136,208.10
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	107,916.16	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	6,308.17	141.02	6,449.19
01/15/2023	Paydown	58769EAC2	678,396.57	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	110,426.98	36.81	110,463.79
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	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
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
01/17/2023	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	1,260,153.50	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	78,698.84	267.33	78,966.17
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	72,617.86	743.12	73,360.98
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	386,383.74	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	17,345.37	485.39	17,830.76

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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	2,979,038.68	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,211.76	7,211.76
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
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	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
01/25/2023	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
01/31/2023	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
JAN 2023					834,014.59	340,037.10	1,174,051.69
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
02/12/2023	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
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	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	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	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	107,916.16	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	6,321.31	129.40	6,450.71
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	2,719,295.23	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	135,809.97	412.83	136,222.80
02/15/2023	Paydown	43813DAC2	529,694.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	21,987.58	272.02	22,259.60
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	951,376.78	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	37,425.83	668.22	38,094.05
02/15/2023	Paydown	89236XAC0	971,907.76	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,412.35	224.35	33,636.70
02/15/2023	Paydown	44891RAC4	1,509,504.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	79,360.09	327.42	79,687.51
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2023	Paydown	65479JAD5	651,335.71	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	26,802.34	790.95	27,593.29
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
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	432,570.57	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,008.13	122.71	24,130.84
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
02/16/2023	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	1,260,153.50	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	78,723.10	243.07	78,966.17
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	72,646.30	714.68	73,360.98
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	386,383.74	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	17,384.40	457.35	17,841.75
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	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
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	2,979,038.68	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,211.76	7,211.76
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
02/25/2023	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
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
FEB 2023					2,021,739.81	335,270.45	2,357,010.26
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

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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
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	107,916.16	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	6,334.48	117.76	6,452.24
03/15/2023	Paydown	47787NAC3	432,570.57	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,017.54	112.50	24,130.04
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
03/15/2023	Paydown	89240BAC2	2,719,295.23	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	135,854.12	383.40	136,237.52
03/15/2023	Paydown	43813DAC2	529,694.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	22,002.60	257.00	22,259.60
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	951,376.78	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	37,528.74	633.92	38,162.66
03/15/2023	Paydown	89236XAC0	971,907.76	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,302.63	214.60	33,517.23
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	651,335.71	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	26,862.65	747.84	27,610.49
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	1,509,504.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	79,389.19	302.29	79,691.48
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
03/16/2023	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	1,260,153.50	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	78,747.38	218.79	78,966.17
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	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
03/20/2023	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	72,674.75	686.23	73,360.98
03/20/2023	Paydown	92348AAA3	386,383.74	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	17,423.52	429.24	17,852.76

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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	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	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	3137BY PQ7	2,979,038.68	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,211.76	7,211.76
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	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	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
03/25/2023	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
03/31/2023	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
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
MAR 2023					1,872,287.61	429,891.01	2,302,178.62
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

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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
04/14/2023	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	1,509,504.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	79,418.30	277.15	79,695.45
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	432,570.57	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,026.95	102.29	24,129.24
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	651,335.71	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	26,923.08	704.64	27,627.72
04/15/2023	Paydown	89240BAC2	2,719,295.23	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	135,898.26	353.97	136,252.23
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	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
04/15/2023	Paydown	43813DAC2	529,694.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	22,017.64	241.96	22,259.60

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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	107,916.16	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	6,347.68	106.09	6,453.77
04/15/2023	Paydown	47789KAC7	951,376.78	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	37,631.94	599.52	38,231.46
04/15/2023	Paydown	89236XAC0	971,907.76	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,191.76	204.89	33,396.65
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	1,260,153.50	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	78,771.66	194.51	78,966.17
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	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	72,703.22	657.76	73,360.98
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	386,383.74	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	17,462.72	401.07	17,863.79
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
04/21/2023	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
04/22/2023	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

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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
04/25/2023	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
04/25/2023	Paydown	3137BYPQ7	2,979,038.68	FHLMC K726 A2 2.905% Due 4/25/2024	1,931.70	7,211.76	9,143.46
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	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	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	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

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APR 2023					1,750,684.88	429,542.15	2,180,227.03
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
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	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	43813DAC2	529,694.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	22,032.68	226.92	22,259.60
05/15/2023	Paydown	44891RAC4	1,509,504.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	79,447.42	252.00	79,699.42

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05/15/2023	Paydown	47789KAC7	951,376.78	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	37,735.44	565.01	38,300.45
05/15/2023	Paydown	89236XAC0	971,907.76	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	33,079.72	195.21	33,274.93
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	107,916.16	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	6,360.91	94.40	6,455.31
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	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
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	432,570.57	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,036.36	92.08	24,128.44
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	651,335.71	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	26,983.67	661.33	27,645.00
05/15/2023	Paydown	89240BAC2	2,719,295.23	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	135,942.44	324.52	136,266.96
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	Interest	22160KAM7	2,500,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.00	37,500.00	37,500.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/18/2023	Paydown	43813KAC6	1,260,153.50	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	78,795.94	170.23	78,966.17
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	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	72,731.69	629.29	73,360.98
05/20/2023	Paydown	92348AAA3	386,383.74	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	17,502.01	372.84	17,874.85
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
05/21/2023	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	2,979,038.68	FHLMC K726 A2 2.905% Due 4/25/2024	3,556.72	7,207.08	10,763.80
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

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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
05/31/2023	Interest	91282CET4	2,400,000.00	US Treasury Note 2.625% Due 5/31/2027	0.00	31,500.00	31,500.00
MAY 2023					2,679,243.66	371,340.52	3,050,584.18
06/01/2023	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
06/01/2023	Paydown	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	210,721.53	123.87	210,845.40
06/05/2023	Interest	06051GHF9	2,550,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	23,996.25	23,996.25
06/06/2023	Interest	74153WCQ0	1,975,000.00	Pricoa Global Funding Note 1.15% Due 12/6/2024	0.00	11,356.25	11,356.25
06/10/2023	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
06/14/2023	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
06/15/2023	Interest	63743HFE7	940,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	16,215.00	16,215.00
06/15/2023	Paydown	89240BAC2	2,719,295.23	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	135,986.61	295.07	136,281.68
06/15/2023	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
06/15/2023	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	237,510.88	261.30	237,772.18
06/15/2023	Paydown	47787NAC3	432,570.57	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,045.77	81.87	24,127.64
06/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,035.56	534.72	56,570.28
06/15/2023	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

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06/15/2023	Paydown	477870AC3	107,916.16	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	6,374.15	82.69	6,456.84
06/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,165.55	539.52	43,705.07
06/15/2023	Paydown	44891RAC4	1,509,504.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	79,476.55	226.84	79,703.39
06/15/2023	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	70,480.39	268.30	70,748.69
06/15/2023	Paydown	65479JAD5	651,335.71	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	27,044.37	617.94	27,662.31
06/15/2023	Paydown	43813DAC2	529,694.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	22,047.74	211.86	22,259.60
06/15/2023	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
06/15/2023	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
06/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	36,442.24	450.17	36,892.41
06/15/2023	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
06/15/2023	Paydown	47789KAC7	951,376.78	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	37,839.20	530.43	38,369.63
06/15/2023	Paydown	89236XAC0	971,907.76	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	32,966.53	185.56	33,152.09
06/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
06/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
06/17/2023	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
06/18/2023	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
06/18/2023	Paydown	43813KAC6	1,260,153.50	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	78,820.24	145.93	78,966.17

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06/19/2023	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
06/19/2023	Paydown	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	6,871.48	16.18	6,887.66
06/20/2023	Interest	3130AQF40	4,300,000.00	FHLB Note 1% Due 12/20/2024	0.00	21,500.00	21,500.00
06/20/2023	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
06/20/2023	Paydown	92348AAA3	386,383.74	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	17,541.39	344.55	17,885.94
06/20/2023	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	194,921.99	507.15	195,429.14
06/20/2023	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
06/20/2023	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	72,760.18	600.80	73,360.98
06/21/2023	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,504.61	86.73	38,591.34
06/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,487.71	717.58	47,205.29
06/23/2023	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
06/25/2023	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	8,863.75	8,863.75
06/25/2023	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	10,097.78	10,097.78
06/25/2023	Paydown	3137BYPQ7	2,979,038.68	FHLMC K726 A2 2.905% Due 4/25/2024	3,324.86	7,198.47	10,523.33
06/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
06/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	90,536.84	833.76	91,370.60
06/25/2023	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	79,157.07	152.49	79,309.56

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2023	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
06/25/2023	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	560,896.66	2,864.96	563,761.62
06/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
06/30/2023	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
06/30/2023	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
06/30/2023	Interest	91282CEW7	6,650,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	108,062.50	108,062.50
JUN 2023					2,209,960.10	523,562.42	2,733,522.52
07/01/2023	Interest	66815L2J7	2,350,000.00	Northwestern Mutual Gbl Note 4% Due 7/1/2025	0.00	47,000.00	47,000.00
07/01/2023	Paydown	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	263,474.72	154.88	263,629.60
07/07/2023	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
07/09/2023	Interest	06367TQW3	1,500,000.00	Bank of Montreal Note 0.625% Due 7/9/2024	0.00	4,687.50	4,687.50
07/11/2023	Interest	59217GER6	2,485,000.00	Metlife Note 1.875% Due 1/11/2027	0.00	23,296.88	23,296.88
07/13/2023	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
07/14/2023	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
07/14/2023	Interest	66815L2A6	1,870,000.00	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	0.00	7,480.00	7,480.00
07/15/2023	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
07/15/2023	Paydown	89236XAC0	971,907.76	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	32,852.16	175.94	33,028.10

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07/15/2023	Paydown	43813DAC2	529,694.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	22,062.80	196.80	22,259.60
07/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	36,448.32	427.69	36,876.01
07/15/2023	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
07/15/2023	Paydown	47789KAC7	951,376.78	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	37,943.27	495.74	38,439.01
07/15/2023	Paydown	44891RAC4	1,509,504.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	79,505.69	201.67	79,707.36
07/15/2023	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	237,532.65	195.98	237,728.63
07/15/2023	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
07/15/2023	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
07/15/2023	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	70,503.29	245.99	70,749.28
07/15/2023	Paydown	65479JAD5	651,335.71	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	27,105.23	574.44	27,679.67
07/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,191.09	513.98	43,705.07
07/15/2023	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
07/15/2023	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
07/15/2023	Paydown	477870AC3	107,916.16	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	6,387.43	70.95	6,458.38
07/15/2023	Paydown	47787NAC3	432,570.57	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	24,055.18	71.65	24,126.83
07/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,040.69	510.44	56,551.13
07/15/2023	Paydown	89240BAC2	2,719,295.23	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	136,030.81	265.61	136,296.42

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07/16/2023	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
07/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,056.26	442.00	37,498.26
07/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
07/17/2023	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
07/18/2023	Paydown	43813KAC6	1,260,153.50	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	78,844.54	121.63	78,966.17
07/19/2023	Paydown	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	1,351,013.40	3,180.29	1,354,193.69
07/20/2023	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	194,960.97	443.80	195,404.77
07/20/2023	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
07/20/2023	Paydown	92348AAA3	386,383.74	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	17,580.85	316.19	17,897.04
07/20/2023	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
07/20/2023	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	72,788.68	572.30	73,360.98
07/21/2023	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
07/21/2023	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
07/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,498.56	683.49	47,182.05
07/21/2023	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,513.92	78.07	38,591.99
07/25/2023	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	4,888.39	4,888.39
07/25/2023	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	9,323.38	9,323.38

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
07/25/2023	Paydown	3137BYPQ7	2,979,038.68	FHLMC K726 A2 2.905% Due 4/25/2024	3,581.20	7,190.42	10,771.62
07/25/2023	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	79,176.20	130.72	79,306.92
07/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
07/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	90,629.64	750.77	91,380.41
07/25/2023	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
07/25/2023	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	562,617.21	1,434.67	564,051.88
07/31/2023	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
JUL 2023					3,646,394.76	325,260.95	3,971,655.71
TOTAL					19,512,577.91	4,960,865.88	24,473,443.79

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Holdings by Maturity

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
90LAIF\$00	Local Agency Investment Fund State Pool	90,795,864.70	Various 1.14%	90,795,864.70 90,795,864.70	1.00 1.14%	90,795,864.70 82,105.91	23.17% 0.00	NR NR	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	1,689,566.01	Various 1.37%	1,689,566.01 1,689,566.01	1.00 1.37%	1,689,566.01 0.00	0.43% 0.00	Aaa AAA	0.00 0.00
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	315,084.79	08/20/2019 1.79%	315,082.18 315,082.18	99.80 3.20%	314,461.56 249.27	0.08% (620.62)	Aaa AAA	0.08 0.14
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	46,253.64	Various 2.22%	47,878.01 47,878.01	99.81 2.91%	46,164.84 119.10	0.01% (1,713.17)	Aaa NR	0.14 0.07
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	678,396.57	09/15/2020 0.40%	678,362.17 678,362.17	99.34 3.04%	673,911.01 120.60	0.17% (4,451.16)	NR AAA	0.25 0.25
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	98.80 3.55%	493,998.50 3,150.00	0.13% (6,001.50)	P-1 A-1+	0.54 0.53
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	1,260,153.50	09/22/2020 0.38%	1,259,968.38 1,259,968.38	98.09 3.63%	1,236,055.58 168.37	0.32% (23,912.80)	NR AAA	0.67 0.59
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	107,916.16	07/16/2019 2.23%	107,893.26 107,893.26	99.86 3.01%	107,766.69 106.00	0.03% (126.57)	Aaa NR	0.71 0.17
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	432,570.57	07/14/2020 0.52%	432,504.65 432,504.65	98.29 3.61%	425,172.32 98.05	0.11% (7,332.33)	Aaa NR	0.75 0.55
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	99.58 3.35%	3,335,842.90 1,708.50	0.85% (123,032.10)	Aaa NR	0.78 0.82
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	1,509,504.00	10/20/2020 0.39%	1,509,156.36 1,509,156.36	97.85 3.71%	1,476,999.85 254.94	0.38% (32,156.51)	NR AAA	0.79 0.65
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	97.63 3.51%	1,855,046.00 278.67	0.47% (44,669.00)	Aaa AAA	0.83 0.75
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	2,719,295.23	02/02/2021 0.27%	2,718,790.53 2,718,790.53	97.67 3.60%	2,656,025.39 314.23	0.68% (62,765.14)	Aaa NR	0.83 0.70
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	97.67 3.75%	752,039.75 57.75	0.19% (17,946.16)	Aaa NR	0.85 0.67
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	386,383.74	10/01/2019 1.95%	386,353.94 386,353.94	99.75 3.00%	385,425.50 229.04	0.10% (928.44)	NR AAA	0.93 0.23

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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	97.27 3.53%	924,057.40 52.25	0.24% (25,844.56)	Aaa NR	0.94 0.86
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	99.97 3.32%	3,848,675.60 11,328.63	0.98% (82,986.51)	NR NR	0.96 0.86
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	529,694.00	05/18/2020 0.83%	529,652.31 529,652.31	98.80 3.38%	523,324.42 193.04	0.13% (6,327.89)	Aaa AAA	1.00 0.47
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	651,335.71	10/16/2019 1.94%	651,301.32 651,301.32	99.57 3.54%	648,519.99 558.70	0.17% (2,781.33)	Aaa AAA	1.01 0.27
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	100.01 3.32%	3,750,281.25 2,204.38	0.96% (87,628.91)	Aaa NR	1.04 1.06
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	97.04 3.53%	1,300,273.03 226.31	0.33% (39,586.00)	NR AAA	1.04 0.95
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	951,376.78	Various 1.00%	953,427.11 953,427.11	98.98 3.63%	941,628.02 465.12	0.24% (11,799.09)	Aaa NR	1.05 0.40
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	96.93 3.53%	2,079,124.91 255.61	0.53% (65,845.92)	NR AAA	1.05 0.99
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	971,907.76	10/06/2020 0.36%	971,726.69 971,726.69	98.28 3.65%	955,179.28 151.19	0.24% (16,547.41)	NR AAA	1.23 0.52
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	97.10 3.53%	971,020.00 183.33	0.25% (28,830.50)	NR AAA	1.24 1.20
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	98.39 2.94%	1,033,142.25 4,311.99	0.26% 2,050.45	Aaa AA+	1.25 1.22
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	98.47 3.51%	2,225,451.38 324.56	0.57% (34,074.02)	Aaa NR	1.31 0.50
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	96.97 3.52%	1,168,441.51 621.24	0.30% (36,531.86)	Aaa AAA	1.38 1.30
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	99.00 2.97%	4,455,175.50 8,804.35	1.14% (133,242.47)	Aaa AA+	1.42 1.38
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	97.73 3.51%	2,057,260.71 1,222.07	0.52% (47,721.19)	Aaa NR	1.43 1.42

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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	96.40 2.98%	2,063,000.66 374.50	0.53% (75,479.94)	A2 A	1.47 1.44
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	99.69 2.96%	4,984,375.00 63,432.32	1.29% (137,421.88)	Aaa AA+	1.55 1.48
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	2,979,038.68	04/22/2019 2.72%	3,000,334.16 3,000,334.16	99.28 3.28%	2,957,664.08 7,211.76	0.76% (42,670.08)	NR AAA	1.55 1.50
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	97.59 3.55%	2,503,129.64 1,536.15	0.64% (61,466.63)	NR AAA	1.60 1.53
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	2,550,000.00	Various 3.41%	2,570,550.00 2,570,550.00	99.82 3.47%	2,545,504.35 36,712.92	0.66% (25,045.65)	A2 A-	1.60 1.52
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	100.45 2.96%	1,004,498.00 12,909.72	0.26% (40,912.00)	Aaa AA+	1.61 1.53
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	99.04 2.99%	3,961,432.00 37,736.11	1.02% (38,848.00)	Aaa AA+	1.61 1.54
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	99.68 3.45%	1,265,981.72 16,051.39	0.33% (20,096.48)	A1 A	1.61 1.54
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	95.74 2.96%	2,776,410.70 2,738.45	0.71% (116,565.86)	Aaa AA+	1.62 1.60
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	96.29 3.10%	1,709,133.30 4,918.23	0.44% (64,979.20)	A2 A	1.63 1.59
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	95.73 3.56%	698,809.30 240.09	0.18% (31,027.76)	NR AAA	1.67 1.53
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	95.46 3.75%	911,616.26 301.36	0.23% (43,363.40)	NR AAA	1.67 1.51
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	95.78 3.60%	981,737.83 250.56	0.25% (43,046.10)	Aaa NR	1.68 1.57
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	99.73 3.57%	1,062,171.36 569.78	0.27% (2,773.26)	Aaa AAA	1.70 0.78
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	95.08 3.98%	1,226,468.79 298.13	0.31% (63,416.14)	Aaa NR	1.71 1.44

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912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25	98.40	4,723,310.40	1.21%	Aaa	1.75
				4,833,281.25	2.94%	24,260.86	(109,970.85)	AA+	1.70
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	95.41	744,217.50	0.19%	Aaa	1.79
				779,980.11	3.85%	221.00	(35,762.61)	AAA	1.47
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40	99.84	5,491,216.51	1.41%	Aaa	1.87
				5,740,000.40	2.96%	20,644.10	(248,783.89)	AA+	1.80
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91	98.34	4,818,459.10	1.23%	Aaa	1.92
				4,942,253.91	2.90%	8,521.74	(123,794.81)	AA+	1.86
06367TQW3	Bank of Montreal Note 0.625% Due 7/9/2024	1,500,000.00	02/09/2022 1.89%	1,455,540.00	94.69	1,420,299.00	0.36%	A2	1.94
				1,455,540.00	3.48%	572.92	(35,241.00)	A-	1.90
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	95.58	2,963,023.40	0.76%	A2	1.96
				3,076,192.60	2.97%	861.11	(113,169.20)	A+	1.92
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	96.37	636,069.72	0.16%	NR	1.96
				659,942.65	4.17%	346.50	(23,872.93)	AAA	1.26
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	96.97	1,600,082.57	0.41%	Aaa	2.01
				1,649,751.84	3.49%	1,378.67	(49,669.27)	AAA	1.91
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85	97.65	698,218.24	0.18%	A1	2.04
				713,419.85	3.35%	7,088.43	(15,201.61)	A+	1.95
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38	98.94	4,947,070.00	1.28%	Aaa	2.04
				5,140,234.38	2.91%	54,782.46	(193,164.38)	AA+	1.95
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	97.27	1,313,184.16	0.34%	NR	2.09
				1,349,948.03	3.70%	1,332.00	(36,763.87)	AAA	1.87
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00	99.78	3,991,100.00	1.03%	Aaa	2.12
				4,206,760.00	2.98%	44,083.33	(215,660.00)	AA+	2.02
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45	98.13	3,321,802.05	0.85%	Aa2	2.17
				3,462,753.45	3.30%	27,080.00	(140,951.40)	AA-	2.07
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	97.60	985,736.77	0.25%	Aaa	2.18
				1,009,776.59	3.57%	1,041.42	(24,039.82)	NR	1.95
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00	97.11	3,398,902.50	0.87%	Aaa	2.21
				3,564,275.00	2.99%	16,746.52	(165,372.50)	AA+	2.13

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9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019	4,090,468.75	98.64	3,945,780.00	1.01%	Aaa	2.25
			1.77%	4,090,468.75	2.88%	22,744.57	(144,688.75)	AA+	2.16
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019	3,598,128.00	97.49	3,509,596.80	0.90%	A1	2.26
			2.26%	3,598,128.00	3.42%	20,250.00	(88,531.20)	A	2.16
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various	2,624,484.21	98.12	2,544,290.50	0.65%	A2	2.28
			1.88%	2,624,484.21	3.01%	12,853.36	(80,193.71)	A	2.18
74153WCQ0	Priscoa Global Funding Note 1.15% Due 12/6/2024	1,975,000.00	12/01/2021	1,972,965.75	94.42	1,864,802.90	0.48%	Aa3	2.35
			1.19%	1,972,965.75	3.65%	3,469.97	(108,162.85)	AA-	2.28
3130AQF40	FHLB Note 1% Due 12/20/2024	4,300,000.00	12/21/2021	4,297,205.00	95.47	4,105,248.70	1.05%	Aaa	2.39
			1.02%	4,297,205.00	2.98%	4,897.22	(191,956.30)	AA+	2.33
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various	4,282,878.20	96.92	4,090,015.56	1.04%	Aaa	2.44
			1.30%	4,282,878.20	2.95%	4,571.67	(192,862.64)	AA+	2.36
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	2,700,000.00	01/10/2022	2,696,382.00	95.72	2,584,537.20	0.66%	A1	2.46
			1.50%	2,696,382.00	3.28%	1,957.50	(111,844.80)	A+	2.37
64952WEK5	New York Life Global Note 1.45% Due 1/14/2025	3,745,000.00	01/11/2022	3,740,955.40	95.07	3,560,191.74	0.91%	Aaa	2.46
			1.49%	3,740,955.40	3.57%	2,564.28	(180,763.66)	AA+	2.37
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	96.86	4,014,677.06	1.02%	A1	2.48
			2.10%	4,136,171.15	3.39%	2,360.35	(121,494.09)	AA-	2.38
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020	6,569,937.25	96.64	6,354,007.68	1.63%	Aaa	2.54
			1.52%	6,569,937.25	2.89%	46,298.96	(215,929.57)	AA+	2.44
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020	7,108,007.81	95.71	6,700,036.00	1.72%	Aaa	2.58
			0.81%	7,108,007.81	2.86%	32,955.16	(407,971.81)	AA+	2.51
91282CED9	US Treasury Note 1.75% Due 3/15/2025	7,000,000.00	04/05/2022	6,823,085.94	97.21	6,804,490.00	1.75%	Aaa	2.62
			2.65%	6,823,085.94	2.86%	46,270.38	(18,595.94)	AA+	2.52
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	2,970,000.00	03/31/2022	2,969,227.80	98.86	2,936,038.05	0.76%	A1	2.69
			2.86%	2,969,227.80	3.30%	26,804.25	(33,189.75)	A+	2.54
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	1,270,000.00	04/07/2022	1,269,530.10	99.28	1,260,916.96	0.32%	A1	2.71
			3.39%	1,269,530.10	3.65%	12,739.69	(8,613.14)	A	2.53
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020	5,259,143.80	94.08	4,957,784.12	1.27%	Aaa	2.73
			0.67%	5,259,143.80	2.90%	9,057.81	(301,359.68)	AA+	2.66
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021	2,862,660.02	95.61	2,639,761.73	0.68%	A2	2.75
			0.85%	2,862,660.02	3.54%	12,769.63	(222,898.29)	A-	2.63
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	1,460,000.00	05/10/2022	1,458,145.80	100.46	1,466,694.10	0.38%	A2	2.79
			3.44%	1,458,145.80	3.23%	10,755.33	8,548.30	A	2.62

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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	100.49 3.23%	2,778,482.14 4,165.93	0.71% 14,093.76	NR AAA	2.79 2.62
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 1.29%	3,299,268.65 3,299,268.65	94.03 3.48%	3,098,351.11 4,525.13	0.79% (200,917.54)	A2 A-	2.84 2.75
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	100.10 3.41%	940,966.32 7,837.25	0.24% 1,220.12	A2 A-	2.88 2.69
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	93.49 2.87%	5,796,094.80 3,788.89	1.48% (400,637.10)	Aaa AA+	2.88 2.82
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 1.43%	1,565,968.20 1,565,968.20	94.06 3.53%	1,472,012.40 1,600.73	0.38% (93,955.80)	A2 A-	2.90 2.81
66815L2J7	Northwestern Mutual Gbl Note 4% Due 7/1/2025	2,350,000.00	06/27/2022 4.01%	2,349,201.00 2,349,201.00	101.15 3.58%	2,377,100.20 7,833.33	0.61% 27,899.20	Aaa AA+	2.92 2.73
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	92.92 2.88%	5,853,897.00 656.25	1.49% (424,002.60)	Aaa AA+	2.98 2.92
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	92.59 2.84%	5,555,628.00 40.76	1.42% (323,434.50)	Aaa AA+	3.00 2.95
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	92.67 2.89%	5,824,296.93 10,213.13	1.49% (436,142.27)	Aaa AA+	3.07 3.00
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	92.57 2.86%	5,827,218.55 8,393.34	1.49% (449,127.50)	Aaa AA+	3.15 3.08
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	92.23 2.83%	2,951,376.00 2,688.52	0.75% (178,999.00)	Aaa AA+	3.17 3.11
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	92.42 2.97%	5,822,283.60 8,137.51	1.49% (450,077.25)	Aaa AAA	3.25 3.17
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	92.07 2.82%	5,524,218.00 3,790.76	1.41% (398,907.00)	Aaa AA+	3.25 3.19
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	92.65 2.87%	5,836,855.51 7,350.00	1.49% (443,039.49)	Aaa AA+	3.27 3.19
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	92.29 2.81%	3,507,134.00 2,413.93	0.89% (224,733.19)	Aaa AA+	3.34 3.27
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	90.65 3.87%	2,719,404.00 3,718.76	0.69% (250,296.00)	Aa2 AA+	3.36 3.25

City of Corona Consolidated

Account #10003

Holdings by Maturity

As of July 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
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	1,870,000.00	12/06/2021	1,820,388.90	91.05	1,702,590.12	0.43%	Aaa	3.46
			1.47%	1,820,388.90	3.58%	706.44	(117,798.78)	AA+	3.35
3137BSRE5	FHLMC K059 A2 3.12% Due 9/25/2026	3,000,000.00	02/18/2022	3,128,437.50	99.70	2,990,904.00	0.76%	NR	3.65
			1.98%	3,128,437.50	3.17%	7,800.00	(137,533.50)	AAA	3.75
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021	6,360,733.80	92.80	5,929,849.71	1.52%	Aaa	3.72
			0.97%	6,360,733.80	2.93%	15,686.56	(430,884.09)	AAA	3.60
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021	1,037,330.00	94.66	946,631.00	0.24%	A2	3.73
			1.70%	1,037,330.00	3.98%	5,728.25	(90,699.00)	A-	3.51
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	1,600,000.00	05/18/2022	1,511,376.00	95.22	1,523,475.20	0.39%	A1	3.75
			4.25%	1,511,376.00	3.92%	9,043.73	12,099.20	A-	3.52
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021	4,843,983.20	92.71	4,510,463.13	1.15%	A1	3.78
			1.09%	4,843,983.20	3.06%	10,675.97	(333,520.07)	AA	3.65
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various	807,605.05	93.00	748,637.93	0.19%	A3	3.79
			1.08%	807,605.05	3.12%	1,954.36	(58,967.12)	A+	3.65
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021	3,323,537.00	92.58	3,078,125.40	0.79%	A1	3.88
			1.13%	3,323,537.00	3.17%	4,467.97	(245,411.60)	A+	3.74
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various	3,007,920.00	92.24	2,767,200.00	0.71%	A2	3.89
			1.69%	3,007,920.00	3.82%	4,616.50	(240,720.00)	A-	3.71
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021	2,271,369.92	91.17	2,071,452.84	0.53%	Aa3	3.96
			1.21%	2,271,369.92	3.61%	1,136.00	(199,917.08)	AA+	3.80
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021	1,586,425.78	97.99	1,469,886.00	0.38%	NR	3.99
			1.35%	1,586,425.78	3.16%	3,316.25	(116,539.78)	NR	3.76
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021	1,558,899.61	92.31	1,449,245.02	0.37%	Aaa	4.09
			0.90%	1,558,899.61	2.75%	4,927.58	(109,654.59)	AA+	3.96
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021	1,713,422.20	90.08	1,544,829.13	0.40%	Aa3	4.13
			1.27%	1,713,422.20	3.88%	8,158.16	(168,593.07)	AA-	3.93
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021	783,516.35	93.15	731,197.67	0.19%	Aa2	4.13
			1.09%	783,516.35	2.82%	3,068.04	(52,318.68)	AA	3.97
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021	3,083,172.27	92.66	2,900,264.26	0.74%	Aaa	4.17
			1.19%	3,083,172.27	2.75%	9,204.00	(182,908.01)	AA+	4.03

City of Corona Consolidated

Account #10003

Holdings by Maturity

As of July 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
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	93.52 2.75%	2,917,930.08 8,870.38	0.75% (183,057.42)	Aaa AA+	4.25 4.09
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	92.24 3.79%	2,292,166.49 2,588.54	0.59% (190,000.61)	Aa3 AA-	4.45 4.19
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	95.78 3.45%	1,245,138.70 13,093.89	0.32% (37,727.30)	A2 A	4.59 4.24
89114TGT2	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	95.73 3.82%	1,818,957.40 20,836.67	0.47% (65,975.60)	A1 A	4.61 4.22
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	102.87 3.33%	1,383,566.53 12,105.00	0.36% 40,745.43	A2 A+	4.70 4.23
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	102.12 3.21%	1,393,989.87 9,960.71	0.36% 28,351.47	A3 A+	4.71 4.27
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	2,500,000.00	07/15/2022 3.53%	2,441,975.00 2,441,975.00	99.82 3.04%	2,495,387.50 15,208.33	0.64% 53,412.50	Aa3 A+	4.80 4.41
91282CET4	US Treasury Note 2.625% Due 5/31/2027	2,400,000.00	06/09/2022 3.07%	2,351,156.25 2,351,156.25	99.66 2.70%	2,391,938.40 10,672.13	0.61% 40,782.15	Aaa AA+	4.84 4.49
91282CEW7	US Treasury Note 3.25% Due 6/30/2027	6,650,000.00	Various 3.12%	6,690,380.86 6,690,380.86	102.50 2.70%	6,816,250.00 18,793.48	1.74% 125,869.14	Aaa AA+	4.92 4.52
TOTAL PORTFOLIO		402,885,341.84	1.45%	403,769,198.48 403,769,198.48	2.67%	391,174,784.80 1,067,199.02	100.00% (12,594,413.68)	Aa1 AA	1.98 1.89
TOTAL MARKET VALUE PLUS ACCRUED						392,241,983.82			

City of Corona Consolidated

Account #10003

Issuer Report

As of July 31, 2022



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Local Agency Investment Fund	\$90,795,864.70	\$90,795,864.70	\$90,795,864.70	\$90,877,970.61	23.17%
Government of United States	\$82,020,000.00	\$82,020,641.43	\$79,202,232.71	\$79,532,456.53	20.28%
Federal Home Loan Mortgage Corp	\$37,645,292.32	\$38,115,705.62	\$36,434,541.90	\$36,523,579.07	9.31%
Federal National Mortgage Association	\$31,775,000.00	\$31,843,363.10	\$29,903,949.42	\$29,955,677.44	7.64%
Federal Home Loan Bank	\$18,800,000.00	\$19,289,655.40	\$18,553,495.21	\$18,673,765.69	4.76%
Inter-American Dev Bank	\$6,390,000.00	\$6,360,733.80	\$5,929,849.71	\$5,945,536.27	1.52%
Intl Bank Recon and Development	\$6,300,000.00	\$6,272,360.85	\$5,822,283.60	\$5,830,421.11	1.49%
Toyota Motor Corp	\$6,025,000.00	\$6,019,919.00	\$5,662,662.60	\$5,669,088.07	1.45%
JP Morgan Chase & Co	\$5,860,000.00	\$5,902,566.85	\$5,516,994.51	\$5,528,848.62	1.41%
Honda ABS	\$5,549,932.29	\$5,549,224.55	\$5,407,701.71	\$5,409,999.37	1.38%
Bank of America Corp	\$5,550,000.00	\$5,578,470.00	\$5,312,704.35	\$5,354,033.77	1.36%
Royal Bank of Canada	\$5,370,000.00	\$5,367,658.10	\$5,264,512.26	\$5,300,651.95	1.35%
Hyundai Auto Receivables	\$4,929,504.00	\$4,928,800.48	\$4,789,266.34	\$4,791,319.68	1.22%
Toyota ABS	\$4,646,202.99	\$4,645,496.88	\$4,522,820.93	\$4,523,587.71	1.15%
Amazon.com Inc	\$4,865,000.00	\$4,843,983.20	\$4,510,463.13	\$4,521,139.10	1.15%
GM Financial Automobile Leasing Trust	\$4,250,000.00	\$4,249,952.73	\$4,136,385.62	\$4,137,863.30	1.05%
Northwestern Mutual Gbl	\$4,220,000.00	\$4,169,589.90	\$4,079,690.32	\$4,088,230.09	1.04%
Bank of Montreal Chicago	\$4,261,000.00	\$4,318,200.02	\$4,060,060.73	\$4,073,403.28	1.04%
Caterpillar Inc	\$4,053,000.00	\$4,082,630.01	\$4,010,984.60	\$4,034,593.29	1.03%
US Bancorp	\$4,145,000.00	\$4,136,171.15	\$4,014,677.06	\$4,017,037.41	1.02%
Metlife Inc	\$4,200,000.00	\$4,195,589.30	\$3,836,995.62	\$3,847,742.32	0.98%
John Deere ABS	\$3,791,863.51	\$3,793,486.54	\$3,686,772.59	\$3,688,781.31	0.94%
Paccar Financial	\$3,685,000.00	\$3,682,647.65	\$3,634,256.29	\$3,668,148.97	0.94%
New York Life Global Funding	\$3,745,000.00	\$3,740,955.40	\$3,560,191.74	\$3,562,756.02	0.91%
State of California	\$3,385,000.00	\$3,462,753.45	\$3,321,802.05	\$3,348,882.05	0.85%
Toronto Dominion Holdings	\$3,170,000.00	\$3,171,011.20	\$3,084,939.12	\$3,121,827.18	0.80%
Hyundai Auto Lease Securitization	\$3,105,000.00	\$3,104,688.37	\$3,023,487.51	\$3,024,387.42	0.77%
Charles Schwab Corp/The	\$3,075,000.00	\$3,056,978.50	\$2,954,272.00	\$2,972,284.12	0.76%
Salesforce.com Inc	\$3,100,000.00	\$3,076,192.60	\$2,963,023.40	\$2,963,884.51	0.76%
American Express ABS	\$2,765,000.00	\$2,764,388.38	\$2,778,482.14	\$2,782,648.07	0.71%

City of Corona Consolidated

Account #10003

Issuer Report

As of July 31, 2022



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Guardian Life Global Funding	\$3,000,000.00	\$2,969,700.00	\$2,719,404.00	\$2,723,122.76	0.69%
Verizon Owner Trust	\$2,646,383.74	\$2,645,879.34	\$2,610,876.88	\$2,611,430.48	0.67%
Costco Wholesale Corporation	\$2,500,000.00	\$2,441,975.00	\$2,495,387.50	\$2,510,595.83	0.64%
Toyota Lease Owner Trust	\$2,565,000.00	\$2,564,596.27	\$2,503,129.64	\$2,504,665.79	0.64%
United Health Group Inc	\$2,170,000.00	\$2,173,243.45	\$2,142,627.80	\$2,154,542.87	0.55%
Mass Mutual Insurance	\$2,272,000.00	\$2,271,369.92	\$2,071,452.84	\$2,072,588.84	0.53%
Deere & Company	\$2,140,000.00	\$2,138,480.60	\$2,063,000.66	\$2,063,375.16	0.53%
BMW Vehicle Lease Trust	\$1,950,000.00	\$1,949,752.46	\$1,895,077.40	\$1,895,312.98	0.48%
Prudential Financial Inc	\$1,975,000.00	\$1,972,965.75	\$1,864,802.90	\$1,868,272.87	0.48%
Federated Govt Obligation Money Market Fund	\$1,689,566.01	\$1,689,566.01	\$1,689,566.01	\$1,689,566.01	0.43%
Morgan Stanley	\$1,600,000.00	\$1,511,376.00	\$1,523,475.20	\$1,532,518.93	0.39%
Northern Trust Corp	\$1,345,000.00	\$1,342,821.10	\$1,383,566.53	\$1,395,671.53	0.36%
GM Financial Securitized Term Auto Trust	\$1,440,000.00	\$1,439,922.76	\$1,380,287.22	\$1,380,854.72	0.35%
BMW ABS	\$1,065,000.00	\$1,064,944.62	\$1,062,171.36	\$1,062,741.14	0.27%
National Rural Utilities	\$940,000.00	\$939,746.20	\$940,966.32	\$948,803.57	0.24%
Wal-Mart Stores	\$785,000.00	\$783,516.35	\$731,197.67	\$734,265.71	0.19%
Mercedes-Benz Auto Lease Trust	\$678,396.57	\$678,362.17	\$673,911.01	\$674,031.61	0.17%
Nissan ABS	\$651,335.71	\$651,301.32	\$648,519.99	\$649,078.69	0.17%
TOTAL	\$402,885,341.84	\$403,769,198.48	\$391,174,784.80	\$392,241,983.82	100.00%



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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

July 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%	0.059%	0.460%
6/30/2022	-0.619%	0.070%	-0.430%
7/31/2022	0.761%	0.018%	0.585%

City of Corona Consolidated

Account #10003

Corona Supplemental

As of July 31, 2022



Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
ABS	\$40,033,618.81	\$39,118,890.34	\$40,030,796.87	9.91%			
Agency	\$69,745,000.00	\$66,492,567.86	\$70,257,201.40	17.40%	1,559	1,011	3.761
CMO	\$18,475,292.32	\$18,399,418.67	\$18,991,522.72	4.70%			
Corporate	\$83,551,000.00	\$79,908,310.65	\$83,387,757.25	20.65%			
LAIF	\$90,795,864.70	\$90,795,864.70	\$90,795,864.70	22.49%	1	1	0.680
Money Market Fund	\$1,689,566.01	\$1,689,566.01	\$1,689,566.01	0.42%			
Municipal Bonds	\$3,385,000.00	\$3,321,802.05	\$3,462,753.45	0.86%			
Negotiable CD	\$500,000.00	\$493,998.50	\$500,000.00	0.12%	203	113	0.250
Supranational	\$12,690,000.00	\$11,752,133.31	\$12,633,094.65	3.13%			
US Treasury	\$82,020,000.00	\$79,202,232.71	\$82,020,641.43	20.31%	1,699	864	4.337
TOTAL PORTFOLIO	\$402,885,341.84	\$391,174,784.80	\$403,769,198.48	100.00%	1267	792	1.346
AVERAGE DAILY BALANCE			\$439,358,324.00				



City of Corona Pension Stabilization Trust - Account #10952

MONTHLY ACCOUNT STATEMENT

JULY 1, 2022 THROUGH JULY 31, 2022

Chandler Team:

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

Custodian

Charles Schwab & Co.
Schwab Prime Broker
(877) 518-5226

CHANDLER ASSET MANAGEMENT
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 Pension Stabilization Trust

Account #10952

Portfolio Summary

As of July 31, 2022



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	0.00%
Average Purchase YTM	0.44%
Average Market YTM	0.00%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

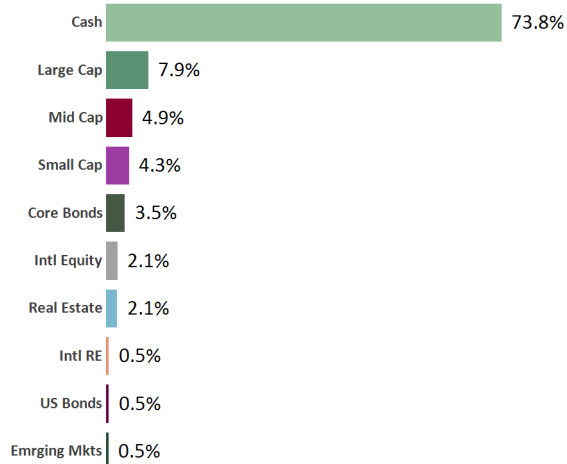
ACCOUNT SUMMARY

	Beg. Values as of 6/30/22	End Values as of 7/31/22
Market Value	30,000,000	30,464,841
Accrued Interest	0	0
Total Market Value	30,000,000	30,464,841
Income Earned	0	1,818
Cont/WD		0
Par	30,000,000	22,537,025
Book Value	30,000,000	30,001,818
Cost Value	30,000,000	30,001,818

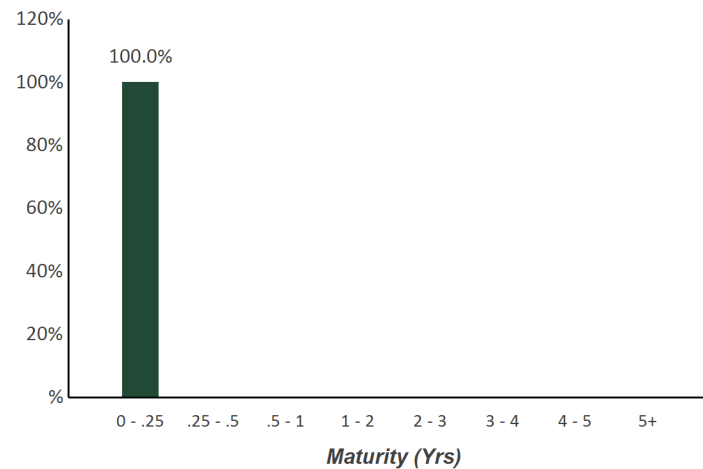
TOP ISSUERS

Bank Cash Account	73.8%
iShares Core S&P 500 ETF	7.9%
iShares Core S&P Mid-Cap ETF	4.9%
Vanguard Small-Cap ETF	4.3%
Vanguard Total Bond Market	3.5%
Vanguard FTSE Developed Markets	2.1%
Vanguard Real Estate ETF	2.1%
iShares Intl Dev Real Estate ET	0.5%
Total	99.0%

SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Statement of Compliance

As of July 31, 2022



City of Corona Pension Stabilization Trust

Assets managed by Chandler Asset Management are in full compliance with state law and the Client's investment policy.

Category	Standard	Comment
Fixed Income	10%-30% acceptable range (combined Cash & Fixed Income); Excluding Treasury, Agency obligations, Exchange Traded Funds (ETFs), and Mutual Fund holdings, no individual security holding shall exceed 5% of the portfolio at time of purchase; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix; Individually purchased fixed income securities must, at the time of purchase, have a credit rating of at least "Investment Grade" by one of more NRSRO;	<i>Does not comply*</i>
Global Equities	Permitted: Fixed-income securities of U.S. and non-U.S. issuers including governments, quasi-government entities, and corporations; Mortgage-backed securities; Asset-backed securities; Money Market Instruments 50%-80% acceptable range; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix;	<i>Does not comply*</i>
Commodities (not direct investment)	Permitted: Equity securities of U.S. and non-U.S. issuers 0%-5% acceptable range; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix	<i>Complies</i>
Real Estate Investment Trusts (REITs)	0%-15% acceptable range; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix; Publicly traded Real Estate Investment Trusts (REITs)	<i>Complies</i>
Commingled Funds	Funds that are consistent with the policy's investment objectives	<i>Complies</i>
Mutual Funds	Mutual Funds that invest in securities permitted by the Investment Policy	<i>Complies</i>
Exchange Traded Funds (ETFs)	ETFs that invest in securities permitted by the Investment Policy	<i>Complies</i>
Cash	10%-30% acceptable range (combined Cash & Fixed Income); The allocation of Trust assets shall be maintained within the acceptable range and the policy mix	<i>Complies</i>
Credit Rating	Individually purchased fixed income securities must, at the time of purchase, have a credit rating of at least "Investment Grade" by one of more NRSRO	<i>Complies</i>
Max per Security Holding	Excluding Treasury, Agency obligations, Exchange Traded Funds (ETFs), and Mutual Fund holdings, no individual security holding shall exceed 5% of the portfolio at time of purchase	<i>Complies</i>

*New account is being invested to desired allocation.

City of Corona Pension Stabilization Trust

Reconciliation Summary



Account #10952

As of July 31, 2022

BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$30,000,000.00
<u>Acquisition</u>		
+ Security Purchases	\$7,530,293.06	
+ Money Market Fund Purchases	\$1,817.92	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$7,532,110.98
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$7,530,293.06	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$7,530,293.06
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$0.00	
		\$0.00
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$30,001,817.92

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$30,000,000.00
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$0.00	
Dividend Received	\$1,817.92	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$1,817.92	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$7,530,293.06	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$7,530,293.06	
ENDING BOOK VALUE		\$22,471,524.86

City of Corona Pension Stabilization Trust

Account #10952

Holdings Report

As of July 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 Fitch	Maturity Duration
CASH									
90CASH\$00	Cash Custodial Cash Account	22,471,524.86	Various 0.00%	22,471,524.86 22,471,524.86	1.00 0.00%	22,471,524.86 0.00	73.76% 0.00	NR / NR NR	0.00 0.00
Total Cash		22,471,524.86	N/A	22,471,524.86	0.00%	22,471,524.86 0.00	73.76% 0.00	NR / NR NR	0.00 0.00
EMERGING MARKET EQUITY									
922042858	Vanguard FTSE Emerging Markets ETF Due 7/31/2022	3,600.00	07/07/2022 3.33%	150,081.48 150,081.48	41.32 0.00%	148,752.00 0.00	0.49% (1,329.48)	NR / NR NR	0.00 0.00
Total Emerging Market Equity		3,600.00	3.33%	150,081.48 150,081.48	0.00%	148,752.00 0.00	0.49% (1,329.48)	NR / NR NR	0.00 0.00
INTERNATIONAL EQUITY									
921943858	Vanguard ETF FTSE Developed Mkts ETF Due 7/31/2022	14,900.00	07/07/2022 3.90%	604,890.31 604,890.31	42.96 0.00%	640,104.00 0.00	2.10% 35,213.69	NR / NR NR	0.00 0.00
Total International Equity		14,900.00	3.90%	604,890.31 604,890.31	0.00%	640,104.00 0.00	2.10% 35,213.69	NR / NR NR	0.00 0.00
INTERNATIONAL REAL ESTATE									
464288489	ISHARES Intl Developed Real Estate ETF Due 7/31/2022	6,700.00	07/07/2022 3.90%	150,662.84 150,662.84	23.82 0.00%	159,594.00 0.00	0.52% 8,931.16	NR / NR NR	0.00 0.00
Total International Real Estate		6,700.00	3.90%	150,662.84 150,662.84	0.00%	159,594.00 0.00	0.52% 8,931.16	NR / NR NR	0.00 0.00
LARGE CAP US EQUITY									
464287200	ISHARES S&P 500 Index ETF	5,800.00	07/07/2022 N/A	2,257,127.63 2,257,127.63	414.28 N/A	2,402,824.00 0.00	7.89% 145,696.37	NR / NR NR	0.00 0.00
Total Large Cap US Equity		5,800.00	N/A	2,257,127.63 2,257,127.63	N/A	2,402,824.00 0.00	7.89% 145,696.37	NR / NR NR	0.00 0.00

City of Corona Pension Stabilization Trust

Account #10952

Holdings Report

As of July 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 Fitch	Maturity Duration
MID CAP US EQUITY									
464287507	ISHARES S&P Midcap ETF Due 7/31/2022	5,900.00	07/07/2022 1.55%	1,364,610.41 1,364,610.41	250.93 0.00%	1,480,487.00 0.00	4.86% 115,876.59	NR / NR NR	0.00 0.00
Total Mid Cap US Equity		5,900.00	1.55%	1,364,610.41 1,364,610.41	0.00%	1,480,487.00 0.00	4.86% 115,876.59	NR / NR NR	0.00 0.00
REAL ESTATE									
922908553	Vanguard ETF REIT Due 7/31/2022	6,400.00	07/07/2022 3.08%	593,343.36 593,343.36	98.96 0.00%	633,344.00 0.00	2.08% 40,000.64	NR / NR NR	0.00 0.00
Total Real Estate		6,400.00	3.08%	593,343.36 593,343.36	0.00%	633,344.00 0.00	2.08% 40,000.64	NR / NR NR	0.00 0.00
SMALL CAP US EQUITY									
922908751	Vanguard ETF Small Cap Due 7/31/2022	6,700.00	07/07/2022 1.56%	1,215,178.33 1,215,178.33	194.79 0.00%	1,305,093.00 0.00	4.28% 89,914.67	NR / NR NR	0.00 0.00
Total Small Cap US Equity		6,700.00	1.56%	1,215,178.33 1,215,178.33	0.00%	1,305,093.00 0.00	4.28% 89,914.67	NR / NR NR	0.00 0.00
US CORE BONDS									
921937835	Vanguard ETF Total Bond Index Due 7/31/2022	13,900.00	07/07/2022 2.19%	1,047,919.50 1,047,919.50	76.90 0.00%	1,068,910.00 0.00	3.51% 20,990.50	NR / NR NR	0.00 0.00
Total US Core Bonds		13,900.00	2.19%	1,047,919.50 1,047,919.50	0.00%	1,068,910.00 0.00	3.51% 20,990.50	NR / NR NR	0.00 0.00

City of Corona Pension Stabilization Trust

Account #10952

Holdings Report

As of July 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 Fitch	Maturity Duration
US HIGH YIELD BONDS									
78468R622	SPDR Bloomberg High Yield Bond ETF Due 7/31/2022	1,600.00	07/07/2022 5.20%	146,479.20 146,479.20	96.38 0.00%	154,208.00 0.00	0.51% 7,728.80	NR / NR NR	0.00 0.00
Total US High Yield Bonds		1,600.00	5.20%	146,479.20 146,479.20	0.00%	154,208.00 0.00	0.51% 7,728.80	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO				30,001,817.92 30,001,817.92	0.00%	30,464,840.86 0.00	100.00% 463,022.94	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						30,464,840.86			

City of Corona Pension Stabilization Trust

Transaction Ledger



Account #10952

As of July 31, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/11/2022	464287200	5,800.00	ISHARES S&P 500 Index ETF	389.160	1.53%	2,257,127.63	0.00	2,257,127.63	0.00
Purchase	07/11/2022	464287507	5,900.00	ISHARES S&P Midcap ETF	231.290	1.55%	1,364,610.41	0.00	1,364,610.41	0.00
Purchase	07/11/2022	464288489	6,700.00	ISHARES Intl Developed Real Estate ETF	22.487	3.90%	150,662.84	0.00	150,662.84	0.00
Purchase	07/11/2022	78468R622	1,600.00	SPDR Bloomberg High Yield Bond ETF	91.550	5.20%	146,479.20	0.00	146,479.20	0.00
Purchase	07/11/2022	921937835	13,900.00	Vanguard ETF Total Bond Index	75.390	2.19%	1,047,919.50	0.00	1,047,919.50	0.00
Purchase	07/11/2022	921943858	14,900.00	Vanguard ETF FTSE Developed Mkts ETF	40.597	3.90%	604,890.31	0.00	604,890.31	0.00
Purchase	07/11/2022	922042858	3,600.00	Vanguard FTSE Emerging Markets ETF	41.689	3.33%	150,081.48	0.00	150,081.48	0.00
Purchase	07/11/2022	922908553	6,400.00	Vanguard ETF REIT	92.710	3.08%	593,343.36	0.00	593,343.36	0.00
Purchase	07/11/2022	922908751	6,700.00	Vanguard ETF Small Cap	181.370	1.56%	1,215,178.33	0.00	1,215,178.33	0.00
Purchase	07/15/2022	90CASH\$00	1,817.92	Cash Custodial Cash Account	1.000		1,817.92	0.00	1,817.92	0.00
Subtotal			67,317.92				7,532,110.98	0.00	7,532,110.98	0.00
TOTAL ACQUISITIONS			67,317.92				7,532,110.98	0.00	7,532,110.98	0.00
DISPOSITIONS										
Sale	07/11/2022	90CASH\$00	7,530,293.06	Cash Custodial Cash Account	1.000		7,530,293.06	0.00	7,530,293.06	0.00
Subtotal			7,530,293.06				7,530,293.06	0.00	7,530,293.06	0.00
TOTAL DISPOSITIONS			7,530,293.06				7,530,293.06	0.00	7,530,293.06	0.00
OTHER TRANSACTIONS										
Dividend	07/15/2022	90CASH\$00	22,469,706.94	Cash Custodial Cash Account	0.000		1,817.92	0.00	1,817.92	0.00
Subtotal			22,469,706.94				1,817.92	0.00	1,817.92	0.00
TOTAL OTHER TRANSACTIONS			22,469,706.94				1,817.92	0.00	1,817.92	0.00

City of Corona Pension Stabilization Trust

Account #10952

Income Earned

As of July 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
EQUITY						
464287200	ISHARES S&P 500 Index ETF	07/07/2022 07/11/2022 5,800.00	0.00 2,257,127.63 0.00 2,257,127.63	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
464287507	ISHARES S&P Midcap ETF	07/07/2022 07/11/2022 5,900.00	0.00 1,364,610.41 0.00 1,364,610.41	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
464288489	ISHARES Intl Developed Real Estate ETF	07/07/2022 07/11/2022 6,700.00	0.00 150,662.84 0.00 150,662.84	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
78468R622	SPDR Bloomberg High Yield Bond ETF	07/07/2022 07/11/2022 1,600.00	0.00 146,479.20 0.00 146,479.20	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
921937835	Vanguard ETF Total Bond Index	07/07/2022 07/11/2022 13,900.00	0.00 1,047,919.50 0.00 1,047,919.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
921943858	Vanguard ETF FTSE Developed Mkts ETF	07/07/2022 07/11/2022 14,900.00	0.00 604,890.31 0.00 604,890.31	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
922042858	Vanguard FTSE Emerging Markets ETF	07/07/2022 07/11/2022 3,600.00	0.00 150,081.48 0.00 150,081.48	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
922908553	Vanguard ETF REIT	07/07/2022 07/11/2022 6,400.00	0.00 593,343.36 0.00 593,343.36	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00

City of Corona Pension Stabilization Trust

Account #10952

Income Earned

As of July 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
922908751	Vanguard ETF Small Cap	07/07/2022 07/11/2022 6,700.00	0.00 1,215,178.33 0.00 1,215,178.33	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			0.00 7,530,293.06 0.00	0.00 0.00 0.00	0.00 0.00 0.00	
Total Equity		65,500.00	7,530,293.06	0.00	0.00	0.00
CASH & EQUIVALENT						
90CASH\$00	Cash Custodial Cash Account	Various Various 22,471,524.86	30,000,000.00 1,817.92 7,530,293.06 22,471,524.86	0.00 1,817.92 0.00 1,817.92	0.00 0.00 0.00 1,817.92	1,817.92
			30,000,000.00 1,817.92 7,530,293.06	0.00 1,817.92 0.00	0.00 0.00 0.00	
Total Cash & Equivalent		22,471,524.86	22,471,524.86	1,817.92	1,817.92	1,817.92
			30,000,000.00 7,532,110.98 7,530,293.06	0.00 1,817.92 0.00	0.00 0.00 0.00	
TOTAL PORTFOLIO		22,537,024.86	30,001,817.92	1,817.92	1,817.92	1,817.92

City of Corona Pension Stabilization Trust

Account #10952

Cash Flow Report

As of July 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/05/2022	Dividend	78468R622	1,600.00	SPDR Bloomberg High Yield Bond ETF	0.00	701.39	701.39
AUG 2022					0.00	701.39	701.39
TOTAL					0.00	701.39	701.39



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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.



Staff Report

File #: 22-0731

REQUEST FOR CITY COUNCIL ACTION

DATE: 09/21/2022

TO: Honorable Mayor and City Council Members

FROM: Planning and Development Department

SUBJECT:

Public improvement agreements and security substitutions for Tract Map 37644, Lots 24 through 29, located south of Cajalco Road and west of Interstate 15.

EXECUTIVE SUMMARY:

City Council consideration of the public improvement agreements with Beazer Homes Holding, LLC, a Delaware limited liability company, for streets, alleys, and landscape improvements on Lots 24 through 29, Z-Right, and AA of Tract Map 37644, which involves replacing the previous public improvement securities posted by the master developer, Arantine Hills Holdings, LP. The project site is within the second development phase of the Arantine Hills Specific Plan (Bedford Communities). The proposed request will release the original improvement bonds posted by the master developer for the Bedford Communities and replace them with new securities posted by Beazer Homes. Beazer Homes purchased lots from the master developer and the new securities will cover the improvements being constructed by Beazer Homes.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the Improvement Agreements between the City and Beazer Homes Holdings, LLC, a Delaware limited liability company, and authorize the Mayor to sign the Agreements.
- b. Authorize the Mayor to accept the replacement securities for the streets, alleys, and landscape improvements from Beazer Homes Holdings, LLC, for Lots 24 through 29, Z-Right, and AA of Tract Map 37644.
- c. Release the existing securities posted by Arantine Hills Holdings, LP (PB02497501121 FP and LM, PB02497501122 FP and LM, PB02497501123 FP and LM, PB02497501139 FP and LM, and PB02497501141 FP and LM).

BACKGROUND & HISTORY:

Tract Map 37644 is a subdivision of approximately 51 acres into 45 lots for condominium purposes and is the second development phase of the Arantine Hills Specific Plan. The City Council approved the second development phase on July 22, 2019. The map facilitates the construction of 490 residential units, which includes 88 single-family detached condominiums, 66 detached units in clusters of 6, 72 triplex units, 78 paired units in clusters of 8, and 186 townhomes. The project also includes open space areas, trails, and an active park and recreational facility.

On January 15, 2020, Arantine Hills Holdings, LP, entered into Public Improvement Agreements with the City and posted bonds for the development of Tract Map 37644. Beazer Homes, LLC has since purchased Lots 24 through 29, Z-Right, and AA for the construction of 72 triplex units, including 4 model home units within the subdivision.

ANALYSIS:

Beazer Homes Holdings, LLC is requesting to replace the public improvement securities for the streets, alleys, and landscape improvements on Lots 24 through 29, Z-Right, and AA within Tract Map 37644. The new public improvement agreements will replace the previous securities posted by Arantine Hills Holdings, LP. The following tables show the existing securities posted with the City and the new securities that will replace the existing securities.

Existing Securities - PLE170022				
Security	Security No.	Faithful Performance	Security No.	Labor & Materials
Triplex Alley Bond (Lots 24 and 27)	PB02497501121	\$355,800	PB02497501121	\$177,900
Triplex Alley Bond (Lots 25 and 28)	PB02497501122	\$355,800	PB02497501122	\$177,900
Triplex Alley Bond (Lots 26 and 29)	PB02497501123	\$356,000	PB02497501123	\$178,000
Shada Lane Parkway Landscaping (Right)	PB02497501139	\$57,000	PB02497501139	\$28,500
Summer Way Parkway Landscaping	PB02497501141	\$127,000	PB02497501141	\$63,500

Replacement Securities - PLE170022				
Security	Security No.	Faithful Performance	Security No.	Labor & Materials
Triplex Alley Bond (Lots 24 and 27)	Bond No. 0246169	\$355,800	Bond No. 0246169	\$177,900
Triplex Alley Bond (Lots 25 and 28)	Bond No. 0246170	\$355,800	Bond No. 0246170	\$177,900
Triplex Alley Bond (Lots 26 and 29)	Bond No. 0246171	\$356,000	Bond No. 0246171	\$178,000

Shada Lane Parkway Landscaping Bond (Lot Z-Right)	Bond No. 0246172	\$57,000	Bond No. 0246172	\$28,500
Summer Way Parkway Landscaping Bond (Lot AA)	Bond No. 0246173	\$127,000	Bond No. 0246173	\$63,500

FINANCIAL IMPACT:

There is no change to the value of the securities. The bond substitution fee has been paid by the developer.

ENVIRONMENTAL ANALYSIS:

The project was previously evaluated by an Environmental Impact Report that was certified in 2012 pursuant to California Environmental Quality Act (CEQA) Sections 15162 and 15163 of the State Guidelines for Implementing CEQA, and the Supplemental Environmental Impact Report adopted in 2016. Therefore, no further environmental analysis is required for the posting of project securities.

PREPARED BY: JESSICA KANG, ASSOCIATE ENGINEER

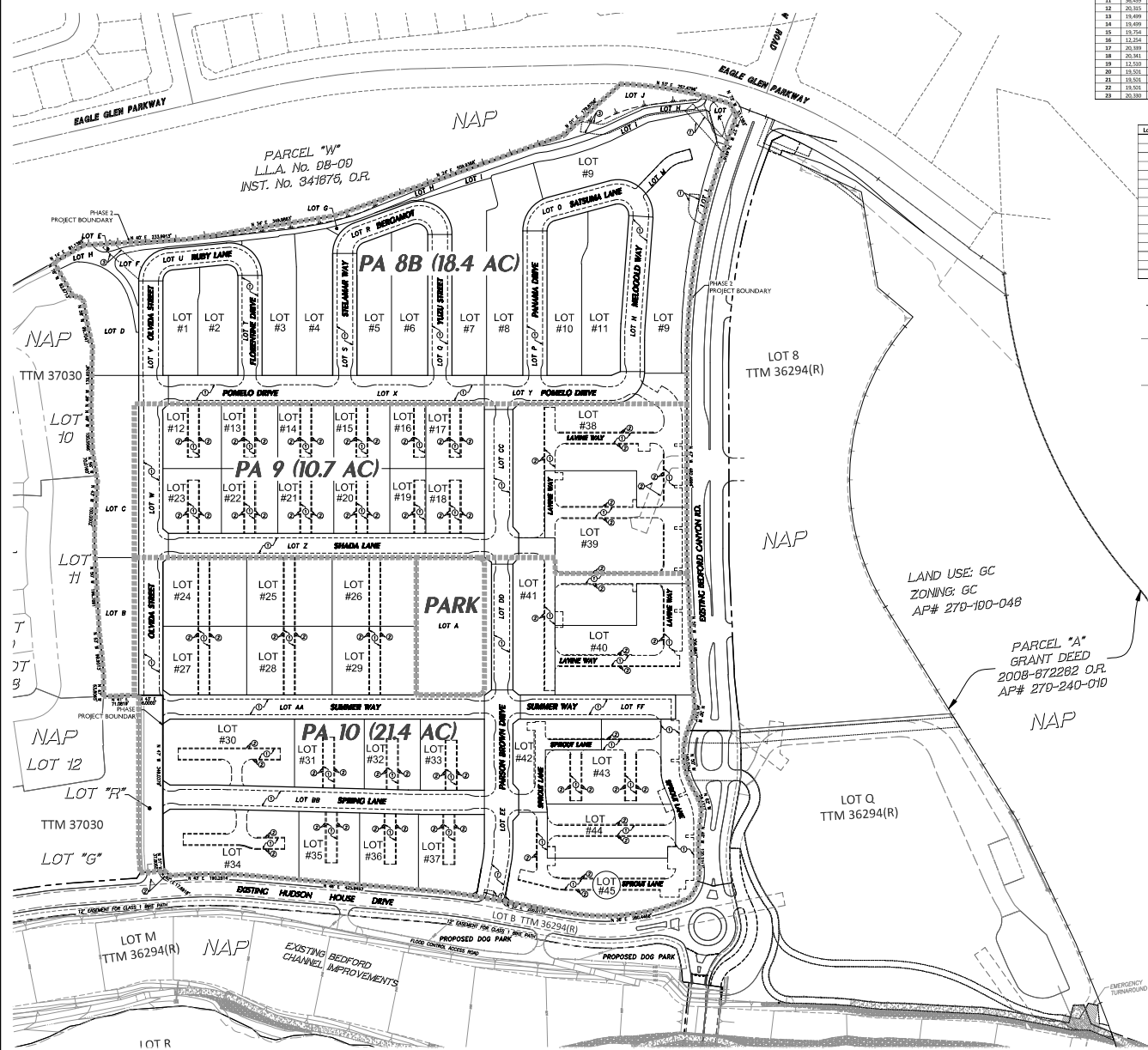
REVIEWED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

Attachments:

1. Exhibit 1 - Location Map
2. Exhibit 2 - Agreements

TENTATIVE TRACT MAP NO. 37644 FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF LOTS 9 AND "C" OF TRACT NO. 36294, FILED IN BOOK 456, PAGES 23 THROUGH 38, INCLUSIVE, OF MAPS, RECORDS OF SAN RIVER COUNTY, STATE OF CALIFORNIA,
EXCEPTING THEREFROM LOT "T" OF TRACT NO. 37830, FILED IN BOOK 456, PAGES 100 THROUGH 117,
INCLUSIVE, OF MAPS, RECORDS OF SAN RIVER COUNTY, STATE OF CALIFORNIA.



RESIDENTIAL LOTS									
Lot No.	S.F.	Acres	Land Use	Product Type	Lot No.	S.F.	Acres	Land Use	Product Type
1	20,330	0.46	Residential	SFD	24	30,777	0.71	Residential	TRIPLEX
2	23,107	0.53	Residential	SFD	25	30,777	0.71	Residential	TRIPLEX
3	23,107	0.53	Residential	SFD	26	30,777	0.71	Residential	TRIPLEX
4	28,558	0.65	Residential	SFD	27	30,777	0.71	Residential	TRIPLEX
5	25,287	0.58	Residential	SFD	28	30,777	0.71	Residential	TRIPLEX
6	28,558	0.65	Residential	SFD	29	30,777	0.71	Residential	TRIPLEX
7	28,558	0.65	Residential	SFD	30	30,777	0.71	Residential	TRIPLEX
8	42,881	0.97	Residential	SFD	31	25,791	0.59	Residential	B-PACK
9	84,575	1.94	Residential	SFD	32	25,791	0.59	Residential	B-PACK
10	30,096	0.70	Residential	SFD	33	25,791	0.59	Residential	B-PACK
11	36,469	0.84	Residential	SFD	34	47,762	1.10	Residential	B-PACK
12	26,353	0.60	Residential	SFD	35	26,353	0.60	Residential	B-PACK
13	19,499	0.45	Residential	SFD	36	26,353	0.60	Residential	B-PACK
14	19,499	0.45	Residential	SFD	37	26,353	0.60	Residential	B-PACK
15	19,499	0.45	Residential	SFD	38	26,353	0.60	Residential	B-PACK
16	13,254	0.30	Residential	SFD	39	10,094	0.23	Residential	TOWNHOMES
17	26,353	0.60	Residential	SFD	40	26,353	0.60	Residential	TOWNHOMES
18	26,353	0.60	Residential	SFD	41	26,353	0.60	Residential	TOWNHOMES
19	13,254	0.30	Residential	SFD	42	26,353	0.60	Residential	TOWNHOMES
20	13,254	0.30	Residential	SFD	43	26,353	0.60	Residential	TOWNHOMES
21	13,254	0.30	Residential	SFD	44	26,353	0.60	Residential	TOWNHOMES
22	13,254	0.30	Residential	SFD	45	26,353	0.60	Residential	TOWNHOMES
23	13,254	0.30	Residential	SFD	46	26,353	0.60	Residential	TOWNHOMES
24	13,254	0.30	Residential	SFD	47	26,353	0.60	Residential	TOWNHOMES
25	13,254	0.30	Residential	SFD	48	26,353	0.60	Residential	TOWNHOMES
26	13,254	0.30	Residential	SFD	49	26,353	0.60	Residential	TOWNHOMES
27	13,254	0.30	Residential	SFD	50	26,353	0.60	Residential	TOWNHOMES
28	13,254	0.30	Residential	SFD	51	26,353	0.60	Residential	TOWNHOMES
29	13,254	0.30	Residential	SFD	52	26,353	0.60	Residential	TOWNHOMES
30	13,254	0.30	Residential	SFD	53	26,353	0.60	Residential	TOWNHOMES
31	13,254	0.30	Residential	SFD	54	26,353	0.60	Residential	TOWNHOMES
32	13,254	0.30	Residential	SFD	55	26,353	0.60	Residential	TOWNHOMES
33	13,254	0.30	Residential	SFD	56	26,353	0.60	Residential	TOWNHOMES
34	13,254	0.30	Residential	SFD	57	26,353	0.60	Residential	TOWNHOMES
35	13,254	0.30	Residential	SFD	58	26,353	0.60	Residential	TOWNHOMES
36	13,254	0.30	Residential	SFD	59	26,353	0.60	Residential	TOWNHOMES
37	13,254	0.30	Residential	SFD	60	26,353	0.60	Residential	TOWNHOMES
38	13,254	0.30	Residential	SFD	61	26,353	0.60	Residential	TOWNHOMES
39	13,254	0.30	Residential	SFD	62	26,353	0.60	Residential	TOWNHOMES
40	13,254	0.30	Residential	SFD	63	26,353	0.60	Residential	TOWNHOMES
41	13,254	0.30	Residential	SFD	64	26,353	0.60	Residential	TOWNHOMES
42	13,254	0.30	Residential	SFD	65	26,353	0.60	Residential	TOWNHOMES
43	13,254	0.30	Residential	SFD	66	26,353	0.60	Residential	TOWNHOMES
44	13,254	0.30	Residential	SFD	67	26,353	0.60	Residential	TOWNHOMES
45	13,254	0.30	Residential	SFD	68	26,353	0.60	Residential	TOWNHOMES
46	13,254	0.30	Residential	SFD	69	26,353	0.60	Residential	TOWNHOMES
47	13,254	0.30	Residential	SFD	70	26,353	0.60	Residential	TOWNHOMES
48	13,254	0.30	Residential	SFD	71	26,353	0.60	Residential	TOWNHOMES
49	13,254	0.30	Residential	SFD	72	26,353	0.60	Residential	TOWNHOMES
50	13,254	0.30	Residential	SFD	73	26,353	0.60	Residential	TOWNHOMES
51	13,254	0.30	Residential	SFD	74	26,353	0.60	Residential	TOWNHOMES
52	13,254	0.30	Residential	SFD	75	26,353	0.60	Residential	TOWNHOMES
53	13,254	0.30	Residential	SFD	76	26,353	0.60	Residential	TOWNHOMES
54	13,254	0.30	Residential	SFD	77	26,353	0.60	Residential	TOWNHOMES
55	13,254	0.30	Residential	SFD	78	26,353	0.60	Residential	TOWNHOMES
56	13,254	0.30	Residential	SFD	79	26,353	0.60	Residential	TOWNHOMES
57	13,254	0.30	Residential	SFD	80	26,353	0.60	Residential	TOWNHOMES
58	13,254	0.30	Residential	SFD	81	26,353	0.60	Residential	TOWNHOMES
59	13,254	0.30	Residential	SFD	82	26,353	0.60	Residential	TOWNHOMES
60	13,254	0.30	Residential	SFD	83	26,353	0.60	Residential	TOWNHOMES
61	13,254	0.30	Residential	SFD	84	26,353	0.60	Residential	TOWNHOMES
62	13,254	0.30	Residential	SFD	85	26,353	0.60	Residential	TOWNHOMES
63	13,254	0.30	Residential	SFD	86	26,353	0.60	Residential	TOWNHOMES
64	13,254	0.30	Residential	SFD	87	26,353	0.60	Residential	TOWNHOMES
65	13,254	0.30	Residential	SFD	88	26,353	0.60	Residential	TOWNHOMES
66	13,254	0.30	Residential	SFD	89	26,353	0.60	Residential	TOWNHOMES
67	13,254	0.30	Residential	SFD	90	26,353	0.60	Residential	TOWNHOMES
68	13,254	0.30	Residential	SFD	91	26,353	0.60	Residential	TOWNHOMES
69	13,254	0.30	Residential	SFD	92	26,353	0.60	Residential	TOWNHOMES
70	13,254	0.30	Residential	SFD	93	26,353	0.60	Residential	TOWNHOMES
71	13,254	0.30	Residential	SFD	94	26,353	0.60	Residential	TOWNHOMES
72	13,254	0.30	Residential	SFD	95	26,353	0.60	Residential	TOWNHOMES
73	13,254	0.30	Residential	SFD	96	26,353	0.60	Residential	TOWNHOMES
74	13,254	0.30	Residential	SFD	97	26,353	0.60	Residential	TOWNHOMES
75	13,254	0.30	Residential	SFD	98	26,353	0.60	Residential	TOWNHOMES
76	13,254	0.30	Residential	SFD	99	26,353	0.60	Residential	TOWNHOMES
77	13,254	0.30	Residential	SFD	100	26,353	0.60	Residential	TOWNHOMES

LETTER LOTS									
Letter	S.F.	Acres	Land Use	Letter	S.F.	Acres	Land Use	Letter	S.F.
A	33,935	0.78	Park	Q	18,275	0.42	Private Street		
B	28,971	0.67	Open Space	R	25,004	0.58	Private Street		
C	23,847	0.55	Open Space	S	15,835	0.36	Private Street		
D	28,924	0.66	Open Space	T	12,956	0.30	Private Street		
E	2,188	0.05	Open Space	U	25,000	0.58	Private Street		
F	5,596	0.13	Open Space	V	12,264	0.28	Private Street		
G	1,468	0.03	Open Space	W	43,288	0.99	Private Street		
H	16,257	0.37	Open Space	X	48,312	1.11	Private Street		
I	22,462	0.51	Open Space	Y	24,796	0.57	Private Street		
J	4,225	0.10	Open Space	Z	40,992	0.94	Private Street		
K	9,747	0.22	Open Space	AA	41,846	0.96	Private Street		
L	3,592	0.08	Private Street	BB	41,846	0.96	Private Street		
M	10,175	0.23	Private Street	CC	24,394	0.56	Private Street		
N	17,639	0.41	Private Street	DD	34,008	0.78	Private Street		
O	18,700	0.43	Private Street	EE	20,162	0.46	Private Street		

SUMMARY OF ALL LOTS

LAND USE	TOTAL AREA (AC)
RESIDENTIAL	34.52
PARK	1.36
TRAIL	0.62
OPEN SPACE	3.65
STREET	11.10
TOTAL	51.85

PRODUCT SUMMARY

PRODUCT	UNITS
HOUSE	88
TRIPLEX (2 STORY)	66
B-PACK (2 STORY)	72
TOWNHOMES (2 STORY)	72
TOWNHOMES (1.5 STORY)	183
SUB-TOTAL	489

DENSITY SUMMARY

Land Use	Average	Units	Density	Density Range
PA 8B - LDR	18.4	18	4.8	3 to 9
PA 9 - MDR	10.7	125	11.7	6 to 15
PA 10 - MDR	21.4	277	12.9	15 to 36

EARTHWORK SUMMARY

CUT 154,492 CYS
FILL 154,492 CYS

PROPOSED EASEMENTS

- 24' WIDENESS EGRESS AND EMERGENCY ACCESS OVER PRIVATE STREETS AND PUBLIC UTILITY PURPOSES.
- 2' EASEMENT FOR PUBLIC UTILITY PURPOSES.
- 24' EASEMENT FOR STORM DRAIN PURPOSES.

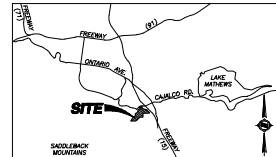
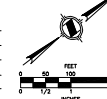
EXISTING EASEMENTS

- A DRAINAGE EASEMENT AS SHOWN AND DEDICATED TO THE PUBLIC PER TRACT NO. 36294, FILED IN BOOK 456, PAGES 23 THROUGH 38, INCLUSIVE, OF MAPS, RECORDS OF SAN RIVER COUNTY, STATE OF CALIFORNIA, ON JULY 13TH, 2017 AS INST. NO. 2017-0285707, TO BE OUTLINED.
- A STORM DRAIN EASEMENT, AS SHOWN AND DEDICATED TO THE PUBLIC PER TRACT NO. 36294, FILED IN BOOK 456, PAGES 23 THROUGH 38, INCLUSIVE, OF MAPS, RECORDS OF SAN RIVER COUNTY, STATE OF CALIFORNIA, ON JULY 13TH, 2017 AS INST. NO. 2017-0285707, TO BE OUTLINED.

LEGEND

- RIGHT OF WAY
- LOT LINE
- TRAIL BOUNDARY
- EASEMENT
- EXISTING LOT LINE
- DAYLIGHT LINE
- PROPOSED MAJOR CORridor
- PROPOSED MINOR CORridor
- EXISTING CURB
- EXISTING MEDIAN
- PLANNING AREA BOUNDARY

DATE 06-13-2019
W.O. 2749-36
GROSS AREA 51.15±
CONTOUR INTERVAL 5'
NUMBERED LOTS 45
LETTERED LOTS 32



VICINITY MAP

NOTES

- EXISTING LAND USE: VACANT
- PROPOSED LAND USE: RESIDENTIAL
- EXISTING GENERAL PLAN LAND USE DESIGNATION: LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL, HIGH DENSITY RESIDENTIAL
- EXISTING ZONING: LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL, HIGH DENSITY RESIDENTIAL
- ASSESSOR PARCEL NUMBERS: 279-240-022 AND 279-240-031
- TOTAL GROSS AREA: 51.15 AC
7. WATER SERVICE PROVIDED BY: CORONA DEPARTMENT OF WATER AND POWER, 755 CORPORATION YARD WAY, CORONA, CA 92680, (951) 736-2234
8. SEWER SERVICE PROVIDED BY: CORONA DEPARTMENT OF WATER AND POWER, 755 CORPORATION YARD WAY, CORONA, CA 92680, (951) 736-2234
9. GAS SERVICE PROVIDED BY: SOUTHERN CALIFORNIA GAS COMPANY, P.O. BOX 3150, SAN DIMAS, CA 91774, (909) 427-2200
10. ELECTRIC SERVICE PROVIDED BY: SOUTHERN CALIFORNIA Edison, P.O. BOX 6400, RANCHO CUCAMONGA, CA 91728, (800) 990-7788
11. TELEPHONE SERVICE PROVIDED BY: AT&T, 1265 N. VAN BUREN STREET, SUITE 180, ANAHEIM, CA 92807, (800) 755-2355
12. FIBER OPTIC CABLE PROVIDED BY: AT&T, 1265 N. VAN BUREN STREET, SUITE 180, ANAHEIM, CA 92807, (800) 755-2355
13. REUSE PROVIDED BY: WASTE MANAGEMENT OF THE INLAND EMPIRE, 800 SOUTH TEMESCAL STREET, CORONA, CA 92676, (951) 280-4500
14. THE PROJECT IS LOCATED WITHIN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT, 2820 CLARK AVENUE, NORCO, CA 92860, (951) 758-5000
15. STREET LINEAR FOOTAGE: OLIVIA STREET - 1,450', 'A' STREET - 206', 'B' STREET - 312', 'C' STREET - 1,143', 'D' STREET - 365', 'E' STREET - 204', 'F' STREET - 414', 'G' STREET - 416', 'H' STREET - 230', 'I' STREET - 230', 'J' STREET - 1,208', 'K' STREET - 922', 'L' STREET - 1,146', 'M' STREET - 874'
16. THE PROJECT SITE IS LOCATED WITHIN ZONE 4, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBER 1700010001, EFFECTIVE DATE AUGUST 2006.
17. ALL IMPROVEMENTS SHALL BE PER ANIMATED HILLS SPECIFIC PLAN UNLESS OTHERWISE APPROVED.
18. PROPOSED DEVELOPMENT (PHASE 2) IS IN CONFORMANCE WITH THE APPROVED WMP AND DRAINAGE REPORT.
19. ANY REUSE SITE PLAN SHALL BE SUBMITTED TO THE FIRE DEPARTMENT FOR SCREEN AND APPROVAL PRIOR TO CONSTRUCTION.
20. PLANS SHALL SHOW A MINIMUM DRIVE WIDTH OF 24 FEET.
21. PROVIDE PLANS FOR TWO (2) ALL WEATHER SURFACE ACCESS WAYS TO BE APPROVED BY THE FIRE PREVENTION MANAGER AND CONSTRUCT THE ACCESS WAYS TO ACCOMMODATE 70,000 LBS OF WEIGHT DURING ALL PHASES OF CONSTRUCTION.
22. ALL PROJECTS SHALL COMPLY WITH THE CITY OF CORONA FIRE DEPARTMENT SITE CONSTRUCTION STANDARDS. A COPY OF WHICH IS AVAILABLE AT CITY HALL. ADDRESS MUST BE ILLUMINATED DURING ALL HOURS OF DARKNESS.
23. SMOKE DETECTORS SHALL COMPLY WITH U.S.C. SECTION 310 1997 EDITION.
24. AT NO TIME SHALL FIRE HYDRANTS OR FIRE LINES BE BLOCKED BY BUILDING MATERIALS, STORAGE, EQUIPMENT, AND/OR VEHICLES.
25. MULTIPLE UNIT BUILDINGS SHALL HAVE SUITE NUMBER IDENTIFICATION ASSIGNED BY THE FIRE DEPARTMENT. SUBMIT AN AFFIDAVIT FOR REVIEW AND APPROVAL TO THE FIRE DEPARTMENT. A COPY OF THE PREMISE IDENTIFICATION STANDARD IS AVAILABLE AT CORONACALIFORNIA.
26. RESIDENTIAL FIRE SPRINKLERS SHALL BE INSTALLED PER 2016 CALIFORNIA FIRE CODE, 2016 CALIFORNIA RESIDENTIAL CODE, AND NFPA SECTION 1.3, ET. AL.

STATEMENT OF OWNERSHIP

I HEREBY STATE THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION AND THAT THE OWNER OF RECORD HAS KNOWLEDGE OF AND CONSENTS TO THE FILING OF THIS MAP.

DATE 06/13/2019



1 6/13/19 REVISIONS PER PLANNING REVIEW COMMITTEE COMMENTS				DRAWN BY: LP	
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**AGREEMENT FOR PUBLIC IMPROVEMENTS TRACT MAP 37644 PA4 -
TRIPLEX ALLEY (LOTS 24 & 27) -
(PWIM2022-0019)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **21st day of September 2022**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **BEAZER HOMES HOLDINGS, LLC, a DELAWARE LIMITED LIABILITY COMPANY**, with its principal offices located at, **310 Commerce, Suite 150 Irvine, CA 92602** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract Map 37644** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **Three Hundred Fifty-Five Thousand Eight Hundred and No Cents (\$355,800.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:
Beazer Homes Holdings, LLC,
310 Commerce, Suite 150
Irvine, CA 92602

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

Beazer Homes Holdings, LLC,
a Delaware limited liability company

By: Kimolina
Signature
Kimberly N. Molina
Print Name
V.P. Forward Planning -
Title SOUTHERN CALIFORNIA

By: _____
Signature

Print Name

Title

ATTEST:

CITY CLERK
OF THE CITY OF CORONA

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Orange)On September 6, 2022 before me, Jessica J. Nicholas, Notary Public,

Date

Here Insert Name and Title of the Officer

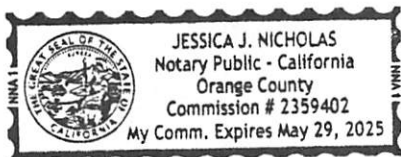
personally appeared Kimberly N. Molina

Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

LOTS 24 THROUGH 29, INCLUSIVE, OF TRACT MAP NO. 37644, AS PER MAP FILED MARCH 11, 2020 IN BOOK 472 OF MAPS AT PAGES 41 THROUGH 54 INCLUSIVE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM A ONE-HALF INTEREST IN AND TO ANY OIL, GAS, OR OTHER MINERALS, AS RESERVED IN DEED FROM ROBERT A. MC MILLAN ET AL TO D.W. HENDRICKSON ET AL, RECORDED DECEMBER 21, 1956, IN BOOK 2015, PAGE 10 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM AN UNDIVIDED TWO-THIRDS INTEREST IN ALL OIL, GAS, MINERALS, HYDROCARBON SUBSTANCES AND CLAY UNDERLYING SAID LAND, AND THAT MAY BE PRODUCED OR RECOVERED THEREFROM, AS RESERVED IN DEED FROM PUBLIX TITLE COMPANY, A CORPORATION, RECORDED NOVEMBER 13, 1956 IN BOOK 1997 PAGE 567 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID RESERVATION HAS SINCE BEEN CONVEYED TO H. HOWARD GOODMAN, TRUSTEE OF THE GOODMAN TRUST OF 1977, BY DOCUMENT RECORDED JUNE 27, 1980 AS INSTRUMENT NO. 118070 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 279-240-034 (Affects this and other properties)

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$355,800.00
Labor and Material	\$177,900.00

Project: Bedford Tr. 37644
Location: Tr. 37644 - Triplex - Lots 24 & 27
DWG No:

DATE: 12/18/19

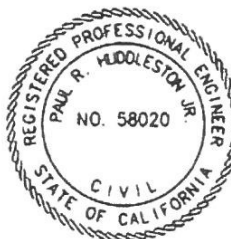
Description of Improvements <i>*Fill in as appropriate</i>	<u>Construction Cost</u>	<u>Performance Bond</u> Note 2 (Round up to nearest \$200)	<u>Labor & Materials</u> <u>Bond</u> Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements			
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements			
5 On-site Non-public Improvements	273,624	355,800	177,900
6 Additional Bond Improvements (beyond typical)			

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- 5 A current title report shall be submitted for bonding purposes.

Engineer's Name & Signature
Hunsaker and Associates

Company
951-509-7031/ phuddleston@hunsaker.com

Tel No/Email



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QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS MARCH 2018

Project: Tr. 37644 Triplex - Lots 24 & 27

Location: City of Corona, CA

Item	Unit	Unit Cost	Quantity	Cost
Removal				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00		\$ -
Curb Only	LF	\$10.00		\$ -
Curb & Gutter	LF	\$16.00		\$ -
D/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00		\$ -
W/C Ramp	SF	\$8.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Relocation				
Power/Telephone Pole	EA	\$5,000.00		\$ -
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00		\$ -
Street Sign	EA	\$400.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Asphalt				
AC Berm 5"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC Fogseal	SY	\$5.00		\$ -
AC Overlay	SY	\$8.00		\$ -
AC Pavement	SF		6,201	\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00	154	\$ 29,260.00
Base (sf x depth / 27)	CY	\$110.00	115	\$ 12,650.00
Fogseal	SY	\$5.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 41,910.00
Concrete				
Alley Approach, 8" PCC	SF	\$28.00	590	\$ 16,520.00
Curb Only 6"	LF	\$35.00		\$ -
Curb Only 8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00		\$ -
Curb & Gutter 8"	LF	\$44.00		\$ -
Cross Gutter & Spandrel	SF	\$29.00		\$ -
D/W Approach, Complete	EA	\$6,000.00		\$ -
D/W Approach, 6"	SF	\$28.00		\$ -
D/W Approach, 8"	SF	\$28.00		\$ -
Pavement, 6"	SF	\$13.00		\$ -
Pavement, 8"	SF	\$15.00		\$ -
Sidewalk, 4"	SF	\$13.00		\$ -
V-Gutter	SF	\$38.00		\$ -
W/C Ramp	EA	\$3,800.00		\$ -
W/C Ramp	SF	\$30.00		\$ -
1" Shed Curb		\$20.00	318	\$ 6,360.00
4" Flared Curb		\$22.00	318	\$ 6,996.00
OTHER=				\$ -
			SUBTOTAL	\$ 29,876.00
Storm Drain				
Box Culvert (Including Backfill)	CY	\$3,500.00		\$ -
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$ -
Catch Basin, W<8'	EA	\$7,000.00		\$ -
Catch Basin, W>8'	EA	\$10,500.00		\$ -
Channel, Reinf. Conc. Lined	SF	\$13.00		\$ -
Channel, Open Conc. <24"	LF	\$150.00		\$ -
Channel, Open Conc. 27'-36"	LF	\$250.00		\$ -
Channel, Open Conc. 42'-72"	LF	\$500.00		\$ -
Collar, 45'-60"	EA	\$1,300.00		\$ -
Collar, >60"	EA	\$2,000.00		\$ -
Encasement	LF	\$65.00		\$ -
Energy Dissipater	LS	\$10,000.00		\$ -
Gate Inlet, 12" x 12"	EA	\$500.00	2	\$ 1,000.00
Gate Inlet, 24" x 24"	EA	\$1,300.00		\$ -
Gate Inlet, 36" x 36"	EA	\$5,000.00		\$ -
Headwalls, Gravity Type	EA	\$5,000.00		\$ -
Headwalls, Wing Type	EA	\$9,000.00		\$ -

Inlet Apron/Local Depression	EA	\$3,000.00	2	\$ 6,000.00
Junction Structure	EA	\$10,000.00		\$ -
Manhole, H<8'	EA	\$6,000.00		\$ -
Manhole, H>8'	EA	\$8,000.00		\$ -
Pipe, 18" RCP	LF	\$159.00		\$ -
Pipe, 24" RCP	LF	\$201.00		\$ -
Pipe, 30" RCP	LF	\$241.00		\$ -
Pipe, 36" RCP	LF	\$280.00		\$ -
Pipe, 42" RCP	LF	\$318.00		\$ -
Pipe, 48" RCP	LF	\$355.00		\$ -
Pipe, 54" RCP	LF	\$391.00		\$ -
Pipe, 60" RCP	LF	\$426.00		\$ -
Pipe, 66" RCP	LF	\$461.00		\$ -
Pipe, 72" RCP	LF	\$495.00		\$ -
Pipe, 78" RCP	LF	\$528.00		\$ -
Pipe, 84" RCP	LF	\$561.00		\$ -
Rip-Rap, Grouted	Ton	\$125.00		\$ -
Transition Structure	EA	\$5,000.00		\$ -
Underwalk Drain, W<6'	EA	\$3,000.00		\$ -
Underwalk Drain, W>6'	EA	\$4,000.00		\$ -
OTHER= 12" H.D.P.E	LF	150	30	\$ 4,500.00
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 11,500.00

Street Lights				
Pull Box No. 3 1/2	EA	\$500.00		\$ -
Pull Box No. 5	EA	\$700.00		\$ -
Service Point	EA	\$7,000.00		\$ -
St. Light, 501 - 1 only	EA	\$5,000.00		\$ -
St. Light, 501 - 2 to 5	EA	\$4,900.00		\$ -
St. Light, 501 - 5+	EA	\$4,800.00		\$ -
St. Light, 502 - 1 only	EA	\$5,500.00		\$ -
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$ -
St. Light, 502 - 5+	EA	\$5,300.00		\$ -
St. Lt. Conduit, 1" Sch 80				\$ -
<500 LF	LF	\$12.00		\$ -
>500 LF	LF	\$10.00		\$ -
St. Lt. Conduit, 1 1/2				\$ -
<500 LF	LF	\$16.00		\$ -
>500 LF	LF	\$14.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -

Traffic				
Signal, 6 phse+MstrCont	EA	\$300,000.00		\$ -
Signal, 8 phse+MstrCont	EA	\$350,000.00		\$ -
Signal, Both+Interconnect	LF	\$25.00		\$ -
Striping, 4" Sid wht/yw	LF	\$0.50		\$ -
Striping, 8" Sid wht/yw	LF	\$0.65		\$ -
Striping, 12" Sid wht/yw	LF	\$2.50		\$ -
Striping, Skip	LF	\$0.35		\$ -
Striping, Double	LF	\$0.75		\$ -
			SUBTOTAL	\$ -

Walls				
Retaining Walls	SF	\$15.00		\$ -

Miscellaneous				
Barricade, 40"	EA	\$1,600.00		\$ -
Water Lateral	EA	\$5,000.00		\$ -
Water Meter Installation	EA	\$2,500.00	16	\$ 40,000.00
Paving Replacement, Trench	LF	\$16.00		\$ -
Pressure Reducing Station	EA	\$90,000.00		\$ -
Shoring for Trenches > 5' Deep	LF	\$17.00		\$ -
Street Name Signs	EA	\$500.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 40,000.00

Sewer				
Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00	1	\$ 10,000.00
Manhole, 5' dia > 20' deep	EA	\$13,000.00		\$ -
Pipe, 4" VCP	LF	\$70.00		\$ -
Pipe, 6" VCP	LF	\$106.00		\$ -
Pipe, 8" VCP	LF	\$142.00	294	\$ 41,748.00
Pipe, 10" VCP	LF	\$178.00		\$ -

Pipe, 12" VCP	LF	\$215.00		\$	-
Pipe, 15" VCP	LF	\$270.00		\$	-
Pipe, 4" DIP	LF	\$70.00		\$	-
Pipe, 6" DIP	LF	\$106.00		\$	-
Pipe, 8" DIP	LF	\$142.00		\$	-
Pipe, 10" DIP	LF	\$178.00		\$	-
Pipe, 12" DIP	LF	\$215.00		\$	-
Pipe, 15" DIP	LF	\$270.00		\$	-
SUBTOTAL				\$	51,748.00

Miscellaneous Sewer					
Adjust Manhole	EA	\$2,000.00		\$	-
Clean Out	EA	\$2,000.00		\$	-
Saddle	EA	\$2,610.00		\$	-
OTHER= 4" Sewer Lateral, PVC	LF	35	224	\$	7,840.00
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	7,840.00

Water					
Pipe, 4" DIP	LF	\$43.00		\$	-
Pipe, 6" DIP	LF	\$57.00		\$	-
Pipe, 8" DIP	LF	\$75.00	318	\$	23,850.00
Pipe, 10" DIP	LF	\$93.00		\$	-
Pipe, 12" DIP	LF	\$105.00		\$	-
Valve, 4"	EA	\$1,500.00		\$	-
Valve, 6"	EA	\$1,800.00		\$	-
Valve, 8"	EA	\$2,800.00		\$	-
Valve, 10"	EA	\$4,000.00		\$	-
Valve, 12"	EA	\$5,300.00		\$	-
Valve, 16"	EA	\$7,500.00		\$	-
SUBTOTAL				\$	23,850.00

Miscellaneous Water					
Air & Vac, 1"	EA	\$2,700.00	1	\$	2,700.00
Fire Hydrant, 6"	EA	\$4,900.00		\$	-
Fire Service, 6"	EA	\$12,000.00		\$	-
Fire Service, 8"	EA	\$20,000.00		\$	-
Fire Service, 10"	EA	\$30,000.00		\$	-
Hot Tap, 8"	EA	\$3,550.00		\$	-
Hot Tap, 10"	EA	\$3,900.00		\$	-
Hot Tap, 12"	EA	\$4,750.00		\$	-
Service, 1"	EA	\$2,500.00		\$	-
Service, 2"	EA	\$3,400.00	16	\$	54,400.00
OTHER= BLOW OFF	EA	4900	2	\$	9,800.00
OTHER= 2" PVC (service line)	LF	10		\$	-
OTHER= Y-Branch Box	EA	250		\$	-
SUBTOTAL				\$	66,900.00

TOTAL COST \$ 273,624.00

PREPARED BY:

Engineer's Name & Signature

Company

Tel No/Email

WEI STAMP & DATE





Cash Register Receipt

City of Corona

Receipt Number
R34338

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0019 Address: APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$355,800.00
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$177,900.00
TOTAL FEES PAID BY RECEIPT: R34338			\$533,700.00

Date Paid: Tuesday, August 02, 2022

Paid By: BEAZER HOMES HOLDINGS

Cashier: KAVV

Pay Method: BOND

**AGREEMENT FOR PUBLIC IMPROVEMENTS TRACT MAP 37644 PA4 –
TRIPLEX ALLEY (LOTS 25 & 28) -
(PWIM2022-0019)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **21st day of September 2022**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **BEAZER HOMES HOLDINGS, LLC, a DELAWARE LIMITED LIABILITY COMPANY**, with its principal offices located at, **310 Commerce, Suite 150 Irvine, CA 92602** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract Map 37644** and more particularly described in **Exhibit "A"** attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **Three Hundred Fifty-Five Thousand Eight Hundred and No Cents (\$355,800.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:
Beazer Homes Holdings, LLC,
310 Commerce, Suite 150
Irvine, CA 92602

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

Beazer Homes Holdings, LLC,
a Delaware limited liability company

By: Kimberly N. Molina
Signature
Kimberly N. MOLINA
Print Name
V.P. Forward Planning -
Title SOUTHERN CALIFORNIA

By: _____
Signature

Print Name

Title

ATTEST:

CITY CLERK
OF THE CITY OF CORONA

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Orange)On September 6, 2022 before me, Jessica J. Nicholas, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Kimberly N. Molina
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is are subscribed to the within instrument and acknowledged to me that he~~(s)~~ she they executed the same in his~~(her)~~ her authorized capacity~~(ies)~~, and that by his~~(her)~~ her 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 Jessica J. Nicholas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

LOTS 24 THROUGH 29, INCLUSIVE, OF TRACT MAP NO. 37644, AS PER MAP FILED MARCH 11, 2020 IN BOOK 472 OF MAPS AT PAGES 41 THROUGH 54 INCLUSIVE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM A ONE-HALF INTEREST IN AND TO ANY OIL, GAS, OR OTHER MINERALS, AS RESERVED IN DEED FROM ROBERT A. MC MILLAN ET AL TO D.W. HENDRICKSON ET AL, RECORDED DECEMBER 21, 1956, IN BOOK 2015, PAGE 10 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM AN UNDIVIDED TWO-THIRDS INTEREST IN ALL OIL, GAS, MINERALS, HYDROCARBON SUBSTANCES AND CLAY UNDERLYING SAID LAND, AND THAT MAY BE PRODUCED OR RECOVERED THEREFROM, AS RESERVED IN DEED FROM PUBLIX TITLE COMPANY, A CORPORATION, RECORDED NOVEMBER 13, 1956 IN BOOK 1997 PAGE 567 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID RESERVATION HAS SINCE BEEN CONVEYED TO H. HOWARD GOODMAN, TRUSTEE OF THE GOODMAN TRUST OF 1977, BY DOCUMENT RECORDED JUNE 27, 1980 AS INSTRUMENT NO. 118070 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 279-240-034 (Affects this and other properties)

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$355,800.00
Labor and Material	\$177,900.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: Bedford Tr. 37644
Location: Tr. 37644 - Triplex - Lots 25 & 28
DWG No:

DATE: 12/18/19

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond	Labor & Materials
		Note 2 (Round up to nearest \$200)	Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements			
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements			
5 On-site Non-public Improvements	273,624	355,800	177,900
6 Additional Bond Improvements (beyond typical)			

NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- 5 A current title report shall be submitted for bonding purposes.

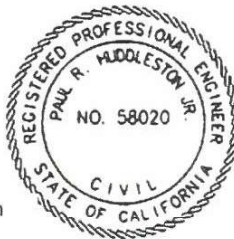
Engineer's Name & Signature

Hunsaker and Associates

Company

951-509-7031/ phuddleston@hunsaker.com

Tel No/Email



QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS MARCH 2018

Project: Tr. 37644 - Triplex Lots 25 & 28

Location: City of Corona, CA

Item	Unit	Unit Cost	Quantity	Cost
Removal				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00		\$ -
Curb Only	LF	\$10.00		\$ -
Curb & Gutter	LF	\$16.00		\$ -
D/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00		\$ -
W/C Ramp	SF	\$8.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Relocation				
Power/Telephone Pole	EA	\$5,000.00		\$ -
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00		\$ -
Street Sign	EA	\$400.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Asphalt				
AC Berm 6"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC Fogseal	SY	\$5.00		\$ -
AC Overlay	SY	\$8.00		\$ -
AC Pavement	SF		6,201	\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00	154	\$ 29,260.00
	CY	\$110.00	115	\$ 12,650.00
Fogseal	SY	\$5.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 41,910.00
Concrete				
Alley Approach, 8" PCC	SF	\$28.00	590	\$ 16,520.00
Curb Only 6"	LF	\$35.00		\$ -
Curb Only 8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00		\$ -
Curb & Gutter 8"	LF	\$44.00		\$ -
Cross Gutter & Spandrel	SF	\$29.00		\$ -
D/W Approach, Complete	EA	\$6,000.00		\$ -
D/W Approach, 6"	SF	\$28.00		\$ -
D/W Approach, 8"	SF	\$28.00		\$ -
Pavement, 6"	SF	\$13.00		\$ -
Pavement, 8"	SF	\$15.00		\$ -
Sidewalk, 4"	SF	\$13.00		\$ -
V-Gutter	SF	\$38.00		\$ -
W/C Ramp	EA	\$3,800.00		\$ -
W/C Ramp	SF	\$30.00		\$ -
1" Shed Curb		\$20.00	318	\$ 6,360.00
4" Flared Curb		\$22.00	318	\$ 6,996.00
OTHER=				\$ -
			SUBTOTAL	\$ 29,876.00
Storm Drain				
Box Culvert (Including Backfill)	CY	\$3,500.00		\$ -
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$ -
Catch Basin, W<8'	EA	\$7,000.00		\$ -
Catch Basin, W>8'	EA	\$10,500.00		\$ -
Channel, Reinf. Conc. Lined	SF	\$13.00		\$ -
Channel, Open Conc. <24"	LF	\$150.00		\$ -
Channel, Open Conc. 27'-36"	LF	\$250.00		\$ -
Channel, Open Conc. 42'-72"	LF	\$500.00		\$ -
Collar, 45'-60"	EA	\$1,300.00		\$ -
Collar, >60"	EA	\$2,000.00		\$ -
Encasement	LF	\$65.00		\$ -
Energy Dissipater	LS	\$10,000.00		\$ -
Grate Inlet, 12" x 12"	EA	\$500.00	2	\$ 1,000.00
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$ -
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$ -
Headwalls, Gravity Type	EA	\$5,000.00		\$ -
Headwalls, Wing Type	EA	\$9,000.00		\$ -

Inlet Apron/Local Depression	EA	\$3,000.00	2	\$ 6,000.00
Junction Structure	EA	\$10,000.00		\$ -
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Pipe, 42" RCP	LF	\$318.00		\$ -
Pipe, 48" RCP	LF	\$355.00		\$ -
Pipe, 54" RCP	LF	\$391.00		\$ -
Pipe, 60" RCP	LF	\$426.00		\$ -
Pipe, 66" RCP	LF	\$461.00		\$ -
Pipe, 72" RCP	LF	\$495.00		\$ -
Pipe, 78" RCP	LF	\$528.00		\$ -
Pipe, 84" RCP	LF	\$561.00		\$ -
Rip-Rap, Grouted	Ton	\$125.00		\$ -
Transition Structure	EA	\$5,000.00		\$ -
Underwalk Drain, W<6'	EA	\$3,000.00		\$ -
Underwalk Drain, W>6'	EA	\$4,000.00		\$ -
OTHER= 12" H.D.P.E	LF	150	30	\$ 4,500.00
OTHER=				\$ -
OTHER=				\$ -
SUBTOTAL				\$ 11,500.00

Street Lights				
Pull Box No. 3 1/2	EA	\$500.00		\$ -
Pull Box No. 5	EA	\$700.00		\$ -
Service Point	EA	\$7,000.00		\$ -
St. Light, 501 - 1 only	EA	\$5,000.00		\$ -
St. Light, 501 - 2 to 5	EA	\$4,900.00		\$ -
St. Light, 501 - 5+	EA	\$4,800.00		\$ -
St. Light, 502 - 1 only	EA	\$5,500.00		\$ -
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$ -
St. Light, 502 - 5+	EA	\$5,300.00		\$ -
St. Lt. Conduit, 1" Sch 80				\$ -
<500 LF	LF	\$12.00		\$ -
>500 LF	LF	\$10.00		\$ -
St. Lt. Conduit, 1 1/2				\$ -
<500 LF	LF	\$16.00		\$ -
>500 LF	LF	\$14.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
SUBTOTAL				\$ -

Traffic				
Signal, 6 phase+MstrCont	EA	\$300,000.00		\$ -
Signal, 8 phase+MstrCont	EA	\$350,000.00		\$ -
Signal, Both+intrconnect	LF	\$25.00		\$ -
Striping, 4" Sid whU/yw	LF	\$0.50		\$ -
Striping, 8" Sid whU/yw	LF	\$0.65		\$ -
Striping, 12" Sid whU/yw	LF	\$2.50		\$ -
Striping, Skip	LF	\$0.35		\$ -
Striping, Double	LF	\$0.75		\$ -
SUBTOTAL				\$ -

Walls				
Retaining Walls	SF	\$15.00		\$ -

Miscellaneous				
Barncade, 40'	EA	\$1,600.00		\$ -
Water Lateral	EA	\$5,000.00		\$ -
Water Meter Installation	EA	\$2,500.00	16	\$ 40,000.00
Paving Replacement, Trench	LF	\$16.00		\$ -
Pressure Reducing Station	EA	\$90,000.00		\$ -
Shoring for Trenches > 5' Deep	LF	\$17.00		\$ -
Street Name Signs	EA	\$500.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
SUBTOTAL				\$ 40,000.00

Sewer				
Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00	1	\$ 10,000.00
Manhole, 5' dia. > 20' deep	EA	\$13,000.00		\$ -
Pipe, 4" VCP	LF	\$70.00		\$ -
Pipe, 6" VCP	LF	\$106.00		\$ -
Pipe, 8" VCP	LF	\$142.00	294	\$ 41,748.00
Pipe, 10" VCP	LF	\$178.00		\$ -

Pipe, 12" VCP	LF	\$215.00		\$	-
Pipe, 15" VCP	LF	\$270.00		\$	-
Pipe, 4" DIP	LF	\$70.00		\$	-
Pipe, 6" DIP	LF	\$106.00		\$	-
Pipe, 8" DIP	LF	\$142.00		\$	-
Pipe, 10" DIP	LF	\$178.00		\$	-
Pipe, 12" DIP	LF	\$215.00		\$	-
Pipe, 15" DIP	LF	\$270.00		\$	-
SUBTOTAL				\$	51,748.00

Miscellaneous Sewer					
Adjust Manhole	EA	\$2,000.00		\$	-
Clean Out	EA	\$2,000.00		\$	-
Saddle	EA	\$2,610.00		\$	-
OTHER= 4" Sewer Lateral PVC	LF	35	224	\$	7,840.00
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	7,840.00

Water					
Pipe, 4" DIP	LF	\$43.00		\$	-
Pipe, 6" DIP	LF	\$57.00		\$	-
Pipe, 8" DIP	LF	\$75.00	318	\$	23,850.00
Pipe, 10" DIP	LF	\$93.00		\$	-
Pipe, 12" DIP	LF	\$105.00		\$	-
Valve, 4"	EA	\$1,500.00		\$	-
Valve, 6"	EA	\$1,800.00		\$	-
Valve, 8"	EA	\$2,800.00		\$	-
Valve, 10"	EA	\$4,000.00		\$	-
Valve, 12"	EA	\$5,300.00		\$	-
Valve, 16"	EA	\$7,500.00		\$	-
SUBTOTAL				\$	23,850.00

Miscellaneous Water					
Air & Vac, 1"	EA	\$2,700.00	1	\$	2,700.00
Fire Hydrant, 6"	EA	\$4,900.00		\$	-
Fire Service, 6"	EA	\$12,000.00		\$	-
Fire Service, 8"	EA	\$20,000.00		\$	-
Fire Service, 10"	EA	\$30,000.00		\$	-
Hot Tap, 8"	EA	\$3,550.00		\$	-
Hot Tap, 10"	EA	\$3,900.00		\$	-
Hot Tap, 12"	EA	\$4,750.00		\$	-
Service, 1"	EA	\$2,500.00		\$	-
Service, 2"	EA	\$3,400.00	16	\$	54,400.00
OTHER= BLOW OFF	EA	4900	2	\$	9,800.00
OTHER= 2" PVC (service line)	LF	10		\$	-
OTHER= Y-Branch Box	EA	250		\$	-
SUBTOTAL				\$	66,900.00

TOTAL COST \$ 273,624.00

PREPARED BY:

Engineer's Name & Signature

Company

Tel No/Email

WET STAMP & DATE





Cash Register Receipt

City of Corona

Receipt Number
R34336

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0019 Address: APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$355,800.00
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$177,900.00
TOTAL FEES PAID BY RECEIPT: R34336			\$533,700.00

Date Paid: Tuesday, August 02, 2022
Paid By: BEAZER HOMES HOLDINGS LLC
Cashier: KAVV
Pay Method: BOND

**AGREEMENT FOR PUBLIC IMPROVEMENTS TRACT MAP 37644 PA4 -
TRIPLEX ALLEY (LOTS 26 & 29) -
(PWIM2022-0019)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **21st day of September 2022**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **BEAZER HOMES HOLDINGS, LLC, a DELAWARE LIMITED LIABILITY COMPANY**, with its principal offices located at, **310 Commerce, Suite 150 Irvine, CA 92602** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract Map 37644** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **Three Hundred Fifty-Six Thousand and No Cents (\$356,000.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:
Beazer Homes Holdings, LLC,
310 Commerce, Suite 150
Irvine, CA 92602

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

Beazer Homes Holdings, LLC,
a Delaware limited liability company

By: Kimolina
Signature

KIMBERLY N. MOLIXIA
Print Name

V.P. Forward Planning - SOUTHERN
Title CALIFORNIA

By: _____
Signature

Print Name

Title

ATTEST:

CITY CLERK
OF THE CITY OF CORONA

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

On September 6, 2022 before me, Jessica J. Nicholas, Notary Public,

Date

Here Insert Name and Title of the Officer

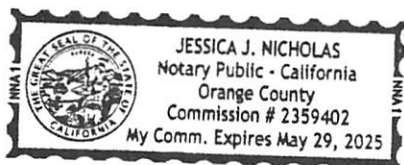
personally appeared Kimberly N. Molina

Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jessica J. Nicholas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

LOTS 24 THROUGH 29, INCLUSIVE, OF TRACT MAP NO. 37644, AS PER MAP FILED MARCH 11, 2020 IN BOOK 472 OF MAPS AT PAGES 41 THROUGH 54 INCLUSIVE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM A ONE-HALF INTEREST IN AND TO ANY OIL, GAS, OR OTHER MINERALS, AS RESERVED IN DEED FROM ROBERT A. MC MILLAN ET AL TO D.W. HENDRICKSON ET AL, RECORDED DECEMBER 21, 1956, IN BOOK 2015, PAGE 10 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM AN UNDIVIDED TWO-THIRDS INTEREST IN ALL OIL, GAS, MINERALS, HYDROCARBON SUBSTANCES AND CLAY UNDERLYING SAID LAND, AND THAT MAY BE PRODUCED OR RECOVERED THEREFROM, AS RESERVED IN DEED FROM PUBLIX TITLE COMPANY, A CORPORATION, RECORDED NOVEMBER 13, 1956 IN BOOK 1997 PAGE 567 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID RESERVATION HAS SINCE BEEN CONVEYED TO H. HOWARD GOODMAN, TRUSTEE OF THE GOODMAN TRUST OF 1977, BY DOCUMENT RECORDED JUNE 27, 1980 AS INSTRUMENT NO. 118070 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 279-240-034 (Affects this and other properties)

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$356,000.00
Labor and Material	\$178,000.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)


Project: Bedford Tr. 37644
Location: Tr. 37644 - Triplex - Lots 26 & 29
DWG No:

DATE: 12/18/19

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond Note 2 (Round up to nearest \$200)	Labor & Materials Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements			
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not Including Grading Work)			
4 On-Site Public Improvements			
5 On-site Non-public Improvements	273,766	356,000	178,000
6 Additional Bond Improvements (beyond typical)			

NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- 5 A current title report shall be submitted for bonding purposes.



Engineer's Name & Signature
Hunsaker and Associates

Company
951-509-7031/ phuddleston@hunsaker.com

Tel No/Email



QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS MARCH 2018

Project: Tr. 37644 - Triplex - Lots 26 & 29

Location: City of Corona, CA

Item	Unit	Unit Cost	Quantity	Cost
Removal				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00		\$ -
Curb Only	LF	\$10.00		\$ -
Curb & Gutter	LF	\$16.00		\$ -
D/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00		\$ -
W/C Ramp	SF	\$8.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
SUBTOTAL				\$ -
Relocation				
Power/Telephone Pole	EA	\$5,000.00		\$ -
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00		\$ -
Street Sign	EA	\$400.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
SUBTOTAL				\$ -
Asphalt				
AC Berm 6"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC Fogseal	SY	\$5.00		\$ -
AC Overlay	SY	\$8.00		\$ -
AC Pavement	SF		6,201	\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00	154	\$ 29,260.00
	CY	\$110.00	115	\$ 12,650.00
Fogseal	SY	\$5.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
SUBTOTAL				\$ 41,910.00
Concrete				
Alley Approach, 8" PCC	SF	\$28.00	590	\$ 16,520.00
Curb Only 6"	LF	\$35.00		\$ -
Curb Only 8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00		\$ -
Curb & Gutter 8"	LF	\$44.00		\$ -
Cross Gutter & Spandrel	SF	\$29.00		\$ -
D/W Approach, Complete	EA	\$6,000.00		\$ -
D/W Approach, 6"	SF	\$28.00		\$ -
D/W Approach, 8"	SF	\$28.00		\$ -
Pavement, 6"	SF	\$13.00		\$ -
Pavement, 8"	SF	\$15.00		\$ -
Sidewalk, 4"	SF	\$13.00		\$ -
V-Gutter	SF	\$38.00		\$ -
W/C Ramp	EA	\$3,800.00		\$ -
W/C Ramp	SF	\$30.00		\$ -
1" Shed Curb		\$20.00	318	\$ 6,360.00
4" Flared Curb		\$22.00	318	\$ 6,996.00
OTHER=				\$ -
SUBTOTAL				\$ 29,876.00
Storm Drain				
Box Culvert (Including Backfill)	CY	\$3,500.00		\$ -
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$ -
Catch Basin, W<8'	EA	\$7,000.00		\$ -
Catch Basin, W>8'	EA	\$10,500.00		\$ -
Channel, Reinf. Conc. Lined	SF	\$13.00		\$ -
Channel, Open Conc. <24"	LF	\$150.00		\$ -
Channel, Open Conc. 27"-36"	LF	\$250.00		\$ -
Channel, Open Conc. 42"-72"	LF	\$500.00		\$ -
Collar, 45"-60"	EA	\$1,300.00		\$ -
Collar, >60"	EA	\$2,000.00		\$ -
Encasement	LF	\$65.00		\$ -
Energy Dissipater	LS	\$10,000.00		\$ -
Grate Inlet, 12" x 12"	EA	\$500.00	2	\$ 1,000.00
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$ -
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$ -
Headwalls, Gravity Type	EA	\$5,000.00		\$ -
Headwalls, Wing Type	EA	\$9,000.00		\$ -

Inlet Apron/Local Depression	EA	\$3,000.00	2	\$ 6,000.00
Junction Structure	EA	\$10,000.00		\$ -
Manhole, H<8'	EA	\$6,000.00		\$ -
Manhole, H>8'	EA	\$8,000.00		\$ -
Pipe, 18" RCP	LF	\$159.00		\$ -
Pipe, 24" RCP	LF	\$201.00		\$ -
Pipe, 30" RCP	LF	\$241.00		\$ -
Pipe, 36" RCP	LF	\$280.00		\$ -
Pipe, 42" RCP	LF	\$318.00		\$ -
Pipe, 48" RCP	LF	\$355.00		\$ -
Pipe, 54" RCP	LF	\$391.00		\$ -
Pipe, 60" RCP	LF	\$426.00		\$ -
Pipe, 66" RCP	LF	\$461.00		\$ -
Pipe, 72" RCP	LF	\$495.00		\$ -
Pipe, 78" RCP	LF	\$528.00		\$ -
Pipe, 84" RCP	LF	\$561.00		\$ -
Rip-Rap, Grouted	Ton	\$125.00		\$ -
Transition Structure	EA	\$5,000.00		\$ -
Underwalk Drain, W<6'	EA	\$3,000.00		\$ -
Underwalk Drain, W>6'	EA	\$4,000.00		\$ -
OTHER= 12" H D P E	LF	150	30	\$ 4,500.00
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 11,500.00

Street Lights				
Pull Box No. 3 1/2	EA	\$500.00		\$ -
Pull Box No. 5	EA	\$700.00		\$ -
Service Point	EA	\$7,000.00		\$ -
St. Light, 501 - 1 only	EA	\$5,000.00		\$ -
St. Light, 501 - 2 to 5	EA	\$4,900.00		\$ -
St. Light, 501 - 5+	EA	\$4,800.00		\$ -
St. Light, 502 - 1 only	EA	\$5,500.00		\$ -
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$ -
St. Light, 502 - 5+	EA	\$5,300.00		\$ -
St. Lt. Conduit, 1" Sch 80				\$ -
<500 LF	LF	\$12.00		\$ -
>500 LF	LF	\$10.00		\$ -
St. Lt. Conduit, 1 1/2"				\$ -
<500 LF	LF	\$16.00		\$ -
>500 LF	LF	\$14.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -

Traffic				
Signal, 6 phase+MstrCont.	EA	\$300,000.00		\$ -
Signal, 8 phase+MstrCont.	EA	\$350,000.00		\$ -
Signal, Both+Interconnect	LF	\$25.00		\$ -
Striping, 4" Sid wht/yw	LF	\$0.50		\$ -
Striping, 8" Sid wht/yw	LF	\$0.65		\$ -
Striping, 12" Sid wht/yw	LF	\$2.50		\$ -
Striping, Skip	LF	\$0.35		\$ -
Striping, Double	LF	\$0.75		\$ -
			SUBTOTAL	\$ -

Walls				
Retaining Walls	SF	\$15.00		\$ -

Miscellaneous				
Barricade, 40"	EA	\$1,600.00		\$ -
Water Lateral	EA	\$5,000.00		\$ -
Water Meter Installation	EA	\$2,500.00	16	\$ 40,000.00
Paving Replacement, Trench	LF	\$16.00		\$ -
Pressure Reducing Station	EA	\$90,000.00		\$ -
Shoring for Trenches > 5' Deep	LF	\$17.00		\$ -
Street Name Signs	EA	\$500.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 40,000.00

Sewer				
Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00	1	\$ 10,000.00
Manhole, 5' dia. > 20' deep	EA	\$13,000.00		\$ -
Pipe, 4" VCP	LF	\$70.00		\$ -
Pipe, 6" VCP	LF	\$106.00		\$ -
Pipe, 8" VCP	LF	\$142.00	295	\$ 41,890.00
Pipe, 10" VCP	LF	\$178.00		\$ -

Pipe, 12" VCP	LF	\$215.00		\$	-
Pipe, 15" VCP	LF	\$270.00		\$	-
Pipe, 4" DIP	LF	\$70.00		\$	-
Pipe, 6" DIP	LF	\$105.00		\$	-
Pipe, 8" DIP	LF	\$142.00		\$	-
Pipe, 10" DIP	LF	\$178.00		\$	-
Pipe, 12" DIP	LF	\$215.00		\$	-
Pipe, 15" DIP	LF	\$270.00		\$	-
SUBTOTAL				\$	51,890.00

Miscellaneous Sewer					
Adjust Manhole	EA	\$2,000.00		\$	-
Clean Out	EA	\$2,000.00		\$	-
Saddle	EA	\$2,610.00		\$	-
OTHER= 4" Sewer Lateral, PVC	LF	35	224	\$	7,840.00
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	7,840.00

Water					
Pipe, 4" DIP	LF	\$43.00		\$	-
Pipe, 6" DIP	LF	\$57.00		\$	-
Pipe, 8" DIP	LF	\$75.00	318	\$	23,850.00
Pipe, 10" DIP	LF	\$93.00		\$	-
Pipe, 12" DIP	LF	\$105.00		\$	-
Valve, 4"	EA	\$1,500.00		\$	-
Valve, 6"	EA	\$1,800.00		\$	-
Valve, 8"	EA	\$2,800.00		\$	-
Valve, 10"	EA	\$4,000.00		\$	-
Valve, 12"	EA	\$5,300.00		\$	-
Valve, 16"	EA	\$7,500.00		\$	-
SUBTOTAL				\$	23,850.00

Miscellaneous Water					
Air & Vac, 1"	EA	\$2,700.00	1	\$	2,700.00
Fire Hydrant, 6"	EA	\$4,900.00		\$	-
Fire Service, 6"	EA	\$12,000.00		\$	-
Fire Service, 8"	EA	\$20,000.00		\$	-
Fire Service, 10"	EA	\$30,000.00		\$	-
Hot Tap, 8"	EA	\$3,550.00		\$	-
Hot Tap, 10"	EA	\$3,900.00		\$	-
Hot Tap, 12"	EA	\$4,750.00		\$	-
Service, 1"	EA	\$2,500.00		\$	-
Service, 2"	EA	\$3,400.00	16	\$	54,400.00
OTHER= BLOW OFF	EA	4900	2	\$	9,800.00
OTHER= 2" PVC (service line)	LF	10		\$	-
OTHER= Y-Branch Box	EA	250		\$	-
SUBTOTAL				\$	66,900.00

TOTAL COST \$ 273,766.00

PREPARED BY:

Engineer's Name & Signature

Company

Tel No/Email





Cash Register Receipt

City of Corona

Receipt Number
R34335

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0019 Address: APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$356,000.00
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$178,000.00
TOTAL FEES PAID BY RECEIPT: R34335			\$534,000.00

Date Paid: Tuesday, August 02, 2022
Paid By: BEAZER HOMES HOLDINGS LLC
Cashier: KAVV
Pay Method: BOND

**AGREEMENT FOR PUBLIC IMPROVEMENTS TRACT MAP 37644 PA4 -
SHADA LANE PARKWAY LANDSCAPING (LOT Z RIGHT) -
(PWIM2022-0019)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **21st day of September 2022**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **BEAZER HOMES HOLDINGS, LLC, a DELAWARE LIMITED LIABILITY COMPANY**, with its principal offices located at, **310 Commerce, Suite 150 Irvine, CA 92602** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract Map 37644** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **Fifty-Seven Thousand and No Cents (\$57,000.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time may be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:
Beazer Homes Holdings, LLC,
310 Commerce, Suite 150
Irvine, CA 92602

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

Beazer Homes Holdings, LLC,
a Delaware limited liability company

By: Kimolina
Signature

Kimberly N. Molina
Print Name

V.P. Forward Planning - SOUTHERN CALIFORNIA
Title

By: _____
Signature

Print Name

Title

ATTEST:

CITY CLERK
OF THE CITY OF CORONA

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

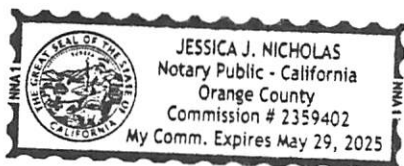
On September 6, 2022 before me, Jessica J. Nicholas, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Kimberly N. Molina
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jessica J. Nicholas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

LOTS 24 THROUGH 29, INCLUSIVE, OF TRACT MAP NO. 37644, AS PER MAP FILED MARCH 11, 2020 IN BOOK 472 OF MAPS AT PAGES 41 THROUGH 54 INCLUSIVE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM A ONE-HALF INTEREST IN AND TO ANY OIL, GAS, OR OTHER MINERALS, AS RESERVED IN DEED FROM ROBERT A. MC MILLAN ET AL TO D.W. HENDRICKSON ET AL, RECORDED DECEMBER 21, 1956, IN BOOK 2015, PAGE 10 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM AN UNDIVIDED TWO-THIRDS INTEREST IN ALL OIL, GAS, MINERALS, HYDROCARBON SUBSTANCES AND CLAY UNDERLYING SAID LAND, AND THAT MAY BE PRODUCED OR RECOVERED THEREFROM, AS RESERVED IN DEED FROM PUBLIX TITLE COMPANY, A CORPORATION, RECORDED NOVEMBER 13, 1956 IN BOOK 1997 PAGE 567 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID RESERVATION HAS SINCE BEEN CONVEYED TO H. HOWARD GOODMAN, TRUSTEE OF THE GOODMAN TRUST OF 1977, BY DOCUMENT RECORDED JUNE 27, 1980 AS INSTRUMENT NO. 118070 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 279-240-034 (Affects this and other properties)

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$57,000.00
Labor and Material	\$28,500.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: Bedford Tr. 37644 DATE: 12/18/19
 Location: Shada Lane - Parkway LS & Sidewalk Bond - South Side Lot Z
 DWG No: _____

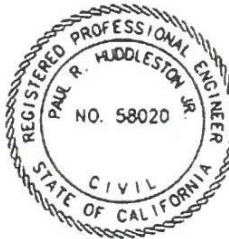
Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond Note 2 (Round up to nearest \$200)	Labor & Materials Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements			
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements			
5 On-site Non-public Improvements	43,763	57,000	28,500
6 Additional Bond Improvements (beyond typical)			

NOTES:

- All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction
- Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- A current title report shall be submitted for bonding purposes.

 Engineer's Name & Signature
 Hunsaker and Associates

 Company
 951-509-7031/ phuddleston@hunsaker.com
 Tel No/Email



QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS

Project #: Tr. 37644 Street - Shada Lane Parkway LS & Sidewalk - South Side Lot Z
 Location: City of Corona, CA

Item	Unit	Unit Cost	Quantity	Cost
Removal				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00		\$ -
Curb Only	LF	\$10.00		\$ -
Curb & Gutter	LF	\$16.00		\$ -
D/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00		\$ -
W/C Ramp	SF	\$8.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Relocation				
Power/Telephone Pole	EA	\$5,000.00		\$ -
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00		\$ -
Street Sign	EA	\$400.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Asphalt				
AC Berm 6"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC Fogseal	SY	\$5.00		\$ -
AC Overlay	SY	\$8.00		\$ -
AC Pavement	SF			\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00		\$ -
Base (sf x depth / 27)	CY	\$110.00		\$ -
Fogseal	SY	\$5.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Concrete				
Alley Approach, 8" PCC	SF	\$28.00		\$ -
Curb Only 6"	LF	\$35.00		\$ -
Curb Only 8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00		\$ -
Curb & Gutter 8"	LF	\$44.00		\$ -
Cross Gutter & Spandrel	SF	\$29.00		\$ -
D/W Approach, Complete	EA	\$6,000.00		\$ -
D/W Approach, 6"	SF	\$28.00		\$ -
D/W Approach, 8"	SF	\$28.00		\$ -
Pavement, 6"	SF	\$13.00		\$ -
Pavement, 8"	SF	\$15.00		\$ -
Sidewalk, 4"	SF	\$13.00	2,745	\$ 35,685.00
V-Gutter	SF	\$38.00		\$ -
W/C Ramp	EA	\$3,800.00		\$ -
W/C Ramp	SF	\$30.00		\$ -

OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	35,685.00

Storm Drain

Box Culvert (Including Backfill)	CY	\$3,500.00		\$	-
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$	-
Catch Basin, W<8'	EA	\$7,000.00		\$	-
Catch Basin, W>8'	EA	\$10,500.00		\$	-
Channel, Reinf. Conc. Lined	SF	\$13.00		\$	-
Channel, Open Conc. <24"	LF	\$150.00		\$	-
Channel, Open Conc. 27"-36"	LF	\$250.00		\$	-
Channel, Open Conc. 42"-72"	LF	\$500.00		\$	-
Collar, 45"-60"	EA	\$1,300.00		\$	-
Collar, >60"	EA	\$2,000.00		\$	-
Encasement	LF	\$65.00		\$	-
Energy Dissipater	LS	\$10,000.00		\$	-
Grate Inlet, 12" x 12"	EA	\$500.00		\$	-
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$	-
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$	-
Headwalls, Gravity Type	EA	\$5,000.00		\$	-
Headwalls, Wing Type	EA	\$9,000.00		\$	-
Inlet Apron	EA	\$3,000.00		\$	-
Junction Structure	EA	\$10,000.00		\$	-
Manhole, H<8'	EA	\$6,000.00		\$	-
Manhole, H>8'	EA	\$8,000.00		\$	-
Pipe, 18" RCP	LF	\$159.00		\$	-
Pipe, 24" RCP	LF	\$201.00		\$	-
Pipe, 30" RCP	LF	\$241.00		\$	-
Pipe, 36" RCP	LF	\$280.00		\$	-
Pipe, 42" RCP	LF	\$318.00		\$	-
Pipe, 48" RCP	LF	\$355.00		\$	-
Pipe, 54" RCP	LF	\$391.00		\$	-
Pipe, 60" RCP	LF	\$426.00		\$	-
Pipe, 66" RCP	LF	\$461.00		\$	-
Pipe, 72" RCP	LF	\$495.00		\$	-
Pipe, 78" RCP	LF	\$528.00		\$	-
Pipe, 84" RCP	LF	\$561.00		\$	-
Rip-Rap, Grouted	Ton	\$125.00		\$	-
Transition Structure	EA	\$5,000.00		\$	-
Underwalk Drain, W<6'	EA	\$3,000.00		\$	-
Underwalk Drain, W>6'	EA	\$4,000.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

Street Lights

Pull Box No. 3 1/2	EA	\$500.00		\$	-
Pull Box No. 5	EA	\$700.00		\$	-
Service Point	EA	\$7,000.00		\$	-
St. Light, 501 - 1 only	EA	\$5,000.00		\$	-
St. Light, 501 - 2 to 5	EA	\$4,900.00		\$	-
St. Light, 501 - 5+	EA	\$4,800.00		\$	-
St. Light, 502 - 1 only	EA	\$5,500.00		\$	-
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$	-
St. Light, 502 - 5+	EA	\$5,300.00		\$	-

St. Lt. Conduit, 1" Sch 80				\$	-
<500 LF	LF	\$12.00		\$	-
>500 LF	LF	\$10.00		\$	-
St. Lt. Conduit, 1 1/2				\$	-
<500 LF	LF	\$16.00		\$	-
>500 LF	LF	\$14.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

Traffic					
Signal, 6 phse+MstrCont.	EA	\$300,000.00		\$	-
Signal, 8 phse+MstrCont.	EA	\$350,000.00		\$	-
Signal, Both+Intrconnect	LF	\$25.00		\$	-
Striping, 4" Sld wht/ylw	LF	\$0.50		\$	-
Striping, 8" Sld wht/ylw	LF	\$0.65		\$	-
Striping 12" Sld wht/ylw	LF	\$2.50		\$	-
Striping, Skip	LF	\$0.35		\$	-
Striping, Double	LF	\$0.75		\$	-
			SUBTOTAL	\$	-

Walls					
Retaining Walls	SF	\$15.00		\$	-

Miscellaneous					
Barricade, 40'	EA	\$1,600.00		\$	-
Water Lateral	EA	\$5,000.00		\$	-
Water Meter Installation	EA	\$2,500.00		\$	-
Paving Replacement, Trench	LF	\$16.00		\$	-
Pressure Reducing Station	EA	\$90,000.00		\$	-
Shoring for Trenches > 5' Deep	LF	\$17.00		\$	-
Street Name Signs	EA	\$500.00		\$	-
Parkway Landscape		\$2.00	4,039	\$	8,078.00
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	8,078.00

Sewer					
Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00		\$	-
Manhole, 5' dia. > 20' deep	EA	\$13,000.00		\$	-
Pipe, 4" VCP	LF	\$70.00		\$	-
Pipe, 6" VCP	LF	\$106.00		\$	-
Pipe, 8" VCP	LF	\$142.00		\$	-
Pipe, 10" VCP	LF	\$178.00		\$	-
Pipe, 12" VCP	LF	\$215.00		\$	-
Pipe, 15" VCP	LF	\$270.00		\$	-
Pipe, 4" DIP	LF	\$70.00		\$	-
Pipe, 6" DIP	LF	\$106.00		\$	-
Pipe, 8" DIP	LF	\$142.00		\$	-
Pipe, 10" DIP	LF	\$178.00		\$	-
Pipe, 12" DIP	LF	\$215.00		\$	-
Pipe, 15" DIP	LF	\$270.00		\$	-
			SUBTOTAL	\$	-

Miscellaneous Sewer					
Adjust Manhole	EA	\$2,000.00		\$	-

Clean Out	EA	\$2,000.00		\$	-
Saddle	EA	\$2,610.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	-

Water					
Pipe, 4" DIP	LF	\$43.00		\$	-
Pipe, 6" DIP	LF	\$57.00		\$	-
Pipe, 8" DIP	LF	\$75.00		\$	-
Pipe, 10" DIP	LF	\$93.00		\$	-
Pipe, 12" DIP	LF	\$105.00		\$	-
Valve, 4"	EA	\$1,500.00		\$	-
Valve, 6"	EA	\$1,800.00		\$	-
Valve, 8"	EA	\$2,800.00		\$	-
Valve, 10"	EA	\$4,000.00		\$	-
Valve, 12"	EA	\$5,300.00		\$	-
Valve, 16"	EA	\$7,500.00		\$	-
SUBTOTAL				\$	-

Miscellaneous Water					
Air & Vac, 1"	EA	\$2,700.00		\$	-
Fire Hydrant, 6"	EA	\$4,900.00		\$	-
Fire Service, 6"	EA	\$12,000.00		\$	-
Fire Service, 8"	EA	\$20,000.00		\$	-
Fire Service 10"	EA	\$30,000.00		\$	-
Hot Tap, 8"	EA	\$3,550.00		\$	-
Hot Tap, 10"	EA	\$3,900.00		\$	-
Hot Tap, 12"	EA	\$4,750.00		\$	-
Service, 1"	EA	\$2,500.00		\$	-
Service, 2"	EA	\$3,400.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	-
TOTAL COST				\$	43,763.00

PREPARED BY:

Engineer's Name & Signature

WET STAMP & DATE

Company

Tel No/Email



Paul R. Huddleston, Jr.
951-509-7031
phuddleston@hunsaker.com



Cash Register Receipt

City of Corona

Receipt Number
R34330

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0019 Address: APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$57,000.00
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$28,500.00
TOTAL FEES PAID BY RECEIPT: R34330			\$85,500.00

Date Paid: Monday, August 01, 2022

Paid By: BEAZER HOMES HOLDINGS LLC

Cashier: KAVV

Pay Method: BOND

**AGREEMENT FOR PUBLIC IMPROVEMENTS TRACT MAP 37644 PA4 -
SUMMER WAY PARKWAY LANDSCAPING (LOT AA) -
(PWIM2022-0019)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **21st day of September 2022**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **BEAZER HOMES HOLDINGS, LLC, a DELAWARE LIMITED LIABILITY COMPANY**, with its principal offices located at, **310 Commerce, Suite 150 Irvine, CA 92602** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract Map 37644** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **One Hundred Twenty-Seven Thousand and No Cents (\$127,000.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:
Beazer Homes Holdings, LLC,
310 Commerce, Suite 150
Irvine, CA 92602

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

Beazer Homes Holdings, LLC,
a Delaware limited liability company

By:

Kimberly N. Molina

Signature

Kimberly N. Molina

Print Name

V.P. Forward Planning -
Title SOUTHERN CALIFORNIA

By:

Signature

Print Name

Title

ATTEST:

CITY CLERK
OF THE CITY OF CORONA

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

On September 6, 2022 before me, Jessica J. Nicholas, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Kimberly N. Molina
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jessica J. Nicholas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

LOTS 24 THROUGH 29, INCLUSIVE, OF TRACT MAP NO. 37644, AS PER MAP FILED MARCH 11, 2020 IN BOOK 472 OF MAPS AT PAGES 41 THROUGH 54 INCLUSIVE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM A ONE-HALF INTEREST IN AND TO ANY OIL, GAS, OR OTHER MINERALS, AS RESERVED IN DEED FROM ROBERT A. MC MILLAN ET AL TO D.W. HENDRICKSON ET AL, RECORDED DECEMBER 21, 1956, IN BOOK 2015, PAGE 10 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM AN UNDIVIDED TWO-THIRDS INTEREST IN ALL OIL, GAS, MINERALS, HYDROCARBON SUBSTANCES AND CLAY UNDERLYING SAID LAND, AND THAT MAY BE PRODUCED OR RECOVERED THEREFROM, AS RESERVED IN DEED FROM PUBLIX TITLE COMPANY, A CORPORATION, RECORDED NOVEMBER 13, 1956 IN BOOK 1997 PAGE 567 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID RESERVATION HAS SINCE BEEN CONVEYED TO H. HOWARD GOODMAN, TRUSTEE OF THE GOODMAN TRUST OF 1977, BY DOCUMENT RECORDED JUNE 27, 1980 AS INSTRUMENT NO. 118070 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 279-240-034 (Affects this and other properties)

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$127,000.00
Labor and Material	\$63,500.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: Bedford Tr. 37644
 Location: Summer Way - Parkway LS & Sidewalk Bond - Lot AA
 DWG No: _____

DATE: 12/18/19

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond Note 2 (Round up to nearest \$200)	Labor & Materials Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements			
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements			
5 On-site Non-public Improvements	97,689	127,000	63,500
6 Additional Bond Improvements (beyond typical)			

NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction.
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond.
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- 5 A current title report shall be submitted for bonding purposes.

[Handwritten Signature]

Engineer's Name & Signature
 Hunsaker and Associates
 Company
 951-509-7031/ phuddleston@hunsaker.com
 Tel No/Email



QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS

Project #: Tr. 37644 Street - Summer Way Parkway LS & Sidewalk - Lot AA

Location: City of Corona, CA

Item	Unit	Unit Cost	Quantity	Cost
Removal				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00		\$ -
Curb Only	LF	\$10.00		\$ -
Curb & Gutter	LF	\$16.00		\$ -
D/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00		\$ -
W/C Ramp	SF	\$8.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Relocation				
Power/Telephone Pole	EA	\$5,000.00		\$ -
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00		\$ -
Street Sign	EA	\$400.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Asphalt				
AC Berm 6"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC Fogseal	SY	\$5.00		\$ -
AC Overlay	SY	\$8.00		\$ -
AC Pavement	SF			\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00		\$ -
Base (sf x depth / 27)	CY	\$110.00		\$ -
Fogseal	SY	\$5.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Concrete				
Alley Approach, 8" PCC	SF	\$28.00		\$ -
Curb Only 6"	LF	\$35.00		\$ -
Curb Only 8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00		\$ -
Curb & Gutter 8"	LF	\$44.00		\$ -
Cross Gutter & Spandrel	SF	\$29.00		\$ -
D/W Approach, Complete	EA	\$6,000.00		\$ -
D/W Approach, 6"	SF	\$28.00		\$ -
D/W Approach, 8"	SF	\$28.00		\$ -
Pavement, 6"	SF	\$13.00		\$ -
Pavement, 8"	SF	\$15.00		\$ -
Sidewalk, 4"	SF	\$13.00	6,129	\$ 79,677.00
V-Gutter	SF	\$38.00		\$ -
W/C Ramp	EA	\$3,800.00		\$ -
W/C Ramp	SF	\$30.00		\$ -

OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	79,677.00

Storm Drain

Box Culvert (Including Backfill)	CY	\$3,500.00		\$	-
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$	-
Catch Basin, W<8'	EA	\$7,000.00		\$	-
Catch Basin, W>8'	EA	\$10,500.00		\$	-
Channel, Reinf. Conc. Lined	SF	\$13.00		\$	-
Channel, Open Conc. <24"	LF	\$150.00		\$	-
Channel, Open Conc. 27"-36"	LF	\$250.00		\$	-
Channel, Open Conc. 42"-72"	LF	\$500.00		\$	-
Collar, 45"-60"	EA	\$1,300.00		\$	-
Collar, >60"	EA	\$2,000.00		\$	-
Encasement	LF	\$65.00		\$	-
Energy Dissipater	LS	\$10,000.00		\$	-
Grate Inlet, 12" x 12"	EA	\$500.00		\$	-
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$	-
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$	-
Headwalls, Gravity Type	EA	\$5,000.00		\$	-
Headwalls, Wing Type	EA	\$9,000.00		\$	-
Inlet Apron	EA	\$3,000.00		\$	-
Junction Structure	EA	\$10,000.00		\$	-
Manhole, H<8'	EA	\$6,000.00		\$	-
Manhole, H>8'	EA	\$8,000.00		\$	-
Pipe, 18" RCP	LF	\$159.00		\$	-
Pipe, 24" RCP	LF	\$201.00		\$	-
Pipe, 30" RCP	LF	\$241.00		\$	-
Pipe, 36" RCP	LF	\$280.00		\$	-
Pipe, 42" RCP	LF	\$318.00		\$	-
Pipe, 48" RCP	LF	\$355.00		\$	-
Pipe, 54" RCP	LF	\$391.00		\$	-
Pipe, 60" RCP	LF	\$426.00		\$	-
Pipe, 66" RCP	LF	\$461.00		\$	-
Pipe, 72" RCP	LF	\$495.00		\$	-
Pipe, 78" RCP	LF	\$528.00		\$	-
Pipe, 84" RCP	LF	\$561.00		\$	-
Rip-Rap, Grouted	Ton	\$125.00		\$	-
Transition Structure	EA	\$5,000.00		\$	-
Underwalk Drain, W<6'	EA	\$3,000.00		\$	-
Underwalk Drain, W>6'	EA	\$4,000.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

Street Lights

Pull Box No. 3 1/2	EA	\$500.00		\$	-
Pull Box No. 5	EA	\$700.00		\$	-
Service Point	EA	\$7,000.00		\$	-
St. Light, 501 - 1 only	EA	\$5,000.00		\$	-
St. Light, 501 - 2 to 5	EA	\$4,900.00		\$	-
St. Light, 501 - 5+	EA	\$4,800.00		\$	-
St. Light, 502 - 1 only	EA	\$5,500.00		\$	-
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$	-
St. Light, 502 - 5+	EA	\$5,300.00		\$	-

St. Lt. Conduit, 1" Sch 80				\$	-
<500 LF	LF	\$12.00		\$	-
>500 LF	LF	\$10.00		\$	-
St. Lt. Conduit, 1 1/2				\$	-
<500 LF	LF	\$16.00		\$	-
>500 LF	LF	\$14.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

Traffic					
Signal, 6 phse+MstrCont.	EA	\$300,000.00		\$	-
Signal, 8 phse+MstrCont.	EA	\$350,000.00		\$	-
Signal, Both+Intrconnect	LF	\$25.00		\$	-
Striping, 4" Sld wht/ylw	LF	\$0.50		\$	-
Striping, 8" Sld wht/ylw	LF	\$0.65		\$	-
Striping 12" Sld wht/ylw	LF	\$2.50		\$	-
Striping, Skip	LF	\$0.35		\$	-
Striping, Double	LF	\$0.75		\$	-
			SUBTOTAL	\$	-

Walls					
Retaining Walls	SF	\$15.00		\$	-

Miscellaneous					
Barricade, 40'	EA	\$1,600.00		\$	-
Water Lateral	EA	\$5,000.00		\$	-
Water Meter Installation	EA	\$2,500.00		\$	-
Paving Replacement, Trench	LF	\$16.00		\$	-
Pressure Reducing Station	EA	\$90,000.00		\$	-
Shoring for Trenches > 5' Deep	LF	\$17.00		\$	-
Street Name Signs	EA	\$500.00		\$	-
Parkway Landscape		\$2.00	9,006	\$	18,012.00
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	18,012.00

Sewer					
Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00		\$	-
Manhole, 5' dia. > 20' deep	EA	\$13,000.00		\$	-
Pipe, 4" VCP	LF	\$70.00		\$	-
Pipe, 6" VCP	LF	\$106.00		\$	-
Pipe, 8" VCP	LF	\$142.00		\$	-
Pipe, 10" VCP	LF	\$178.00		\$	-
Pipe, 12" VCP	LF	\$215.00		\$	-
Pipe, 15" VCP	LF	\$270.00		\$	-
Pipe, 4" DIP	LF	\$70.00		\$	-
Pipe, 6" DIP	LF	\$106.00		\$	-
Pipe, 8" DIP	LF	\$142.00		\$	-
Pipe, 10" DIP	LF	\$178.00		\$	-
Pipe, 12" DIP	LF	\$215.00		\$	-
Pipe, 15" DIP	LF	\$270.00		\$	-
			SUBTOTAL	\$	-

Miscellaneous Sewer					
Adjust Manhole	EA	\$2,000.00		\$	-



Cash Register Receipt

City of Corona

Receipt Number
R34329

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0019 Address: APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$127,000.00
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$63,500.00
TOTAL FEES PAID BY RECEIPT: R34329			\$190,500.00

Date Paid: Monday, August 01, 2022

Paid By: BEAZER HOMES HOLDINGS, LLC

Cashier: KAVV

Pay Method: BOND

Clean Out	EA	\$2,000.00		\$	-
Saddle	EA	\$2,610.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	-

Water

Pipe, 4" DIP	LF	\$43.00		\$	-
Pipe, 6" DIP	LF	\$57.00		\$	-
Pipe, 8" DIP	LF	\$75.00		\$	-
Pipe, 10" DIP	LF	\$93.00		\$	-
Pipe, 12" DIP	LF	\$105.00		\$	-
Valve, 4"	EA	\$1,500.00		\$	-
Valve, 6"	EA	\$1,800.00		\$	-
Valve, 8"	EA	\$2,800.00		\$	-
Valve, 10"	EA	\$4,000.00		\$	-
Valve, 12"	EA	\$5,300.00		\$	-
Valve, 16"	EA	\$7,500.00		\$	-
SUBTOTAL				\$	-

Miscellaneous Water

Air & Vac, 1"	EA	\$2,700.00		\$	-
Fire Hydrant, 6"	EA	\$4,900.00		\$	-
Fire Service, 6"	EA	\$12,000.00		\$	-
Fire Service, 8"	EA	\$20,000.00		\$	-
Fire Service 10"	EA	\$30,000.00		\$	-
Hot Tap, 8"	EA	\$3,550.00		\$	-
Hot Tap, 10"	EA	\$3,900.00		\$	-
Hot Tap, 12"	EA	\$4,750.00		\$	-
Service, 1"	EA	\$2,500.00		\$	-
Service, 2"	EA	\$3,400.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	-

TOTAL COST \$ **97,689.00**

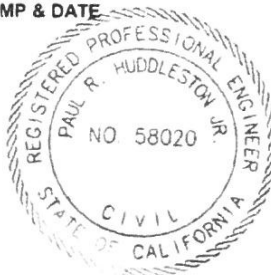
PREPARED BY:

Engineer's Name & Signature

WET STAMP & DATE

Company

Tel No/Email



Paul R. Huddleston Jr.
Huddleston & Assoc.
951-509-7031
phuddleston@hnsafer.com



Staff Report

File #: 22-0737

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

DATE: 09/21/2022

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

FROM: Utilities Department

SUBJECT:

Update on Contracted Emergency Potable Water Main Replacement on Cypress Point Drive and Oakland Hills Drive pursuant to Corona Municipal Code Section 3.08.140(A).

EXECUTIVE SUMMARY:

This staff report is to provide City Council with an update on the contracted emergency potable water main replacement project on Cypress Point Drive and Oakland Hills Drive. On September 7, 2022, the City Council ratified the Maintenance/General Services Agreement for emergency potable water main replacement on Cypress Point Drive and Oakland Hills Drive pursuant to Corona Municipal Code [Section 3.08.140\(A\)](#).

RECOMMENDED ACTION:

That the:

- a. City Council receive and file the update on the Contracted Emergency Potable Water Main Replacement on Cypress Point Drive and Oakland Hills Drive pursuant to Corona Municipal Code [Section 3.08.140\(A\)](#).
- b. Corona Utility Authority review, ratify and to the extent necessary direct that the City Council take the above actions.

BACKGROUND & HISTORY:

On September 7, 2022, the City Council received the notification of contracted emergency work for a potable water main replacement on Cypress Point Drive and Oakland Hills Drive in accordance with Corona Municipal Code (CMC) [Section 3.08.140\(A\)](#). City Council authorized a one-time appropriation

of \$884,039 from the Water Utility Fund (570) to the newly created capital improvement project titled Cypress Point Drive and Oakland Hills Drive Potable Water Main Replacement. City Council also ratified the Maintenance/General Services Agreement with Augustine General Engineering, Inc. in the amount of \$758,218 to replace the existing water main.

ANALYSIS:

In accordance with CMC [Section 3.08.140](#) requirements, a report on the emergency and work performed must be provided for Council review.

At the time of this report, the emergency work is tentatively scheduled to begin on September 19, 2022. The contractor had experienced a material delay with pipeline materials due to the long lead time for such products. The project is expected to take up to eight weeks to complete.

FINANCIAL IMPACT:

No additional fiscal impacts beyond the cost of repairs approved by City Council on September 7, 2022.

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 merely to provide an update to the City Council on the contracted emergency work. There is no possibility that the acceptance of this report will have a significant effect on the environment. Therefore, no further environmental review is required.

PREPARED BY: AFTAB HUSSAIN, MAINTENANCE MANAGER

REVIEWED BY: TOM MOODY, DIRECTOR OF UTILITIES



Staff Report

File #: 22-0738

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

DATE: 09/21/2022

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

FROM: Utilities Department

SUBJECT:
Maintenance/General Services Agreement for As Needed Supplemental Biosolids Transportation Services to Christofferson Transportation, Inc.

EXECUTIVE SUMMARY:

This staff report asks Council to approve an Agreement for As Needed Supplemental Biosolids Transportation Services to Christofferson Transportation, Inc. in the amount of \$1,400,000. Biosolids are a byproduct of the wastewater treatment process. The removal of such products has strict regulations that must be adhered to. The Maintenance/General Services Agreement with Christofferson Transportation, Inc. for as needed supplemental biosolid transportation services will allow the Utilities Department to remain compliant in accordance with the State Water Resources Control Board permit to operate a water reclamation facility and other applicable laws and regulations.

RECOMMENDED ACTION:

That the:

- a. City Council award Request for Proposal 22-074CA for As Needed Supplemental Biosolids Transportation Services to Christofferson Transportation, Inc., of Riverside, CA.
- b. City Council authorize the City Manager, or his designee, to execute the Maintenance/General Services Agreement for As Needed Supplemental Biosolids Transportation Services to Christofferson Transportation, Inc., of Riverside, CA, for an initial one-year contract term ending June 30, 2023, with five (5) optional one-year extensions in the amount of \$1,400,000

per fiscal year.

- c. City Council authorize the Purchasing Manager to issue purchase orders to Christofferson Transportation, Inc., of Riverside, CA, in an amount up to \$1,400,000 per year for Fiscal Year 2023 for the initial agreement term ending June 30, 2023.
- d. City Council authorize the City Manager, or his designee, to approve amendments necessary for the execution of the work, in accordance with the Corona Municipal Code [Section 3.08.060 \(J\)](#), up to \$100,000 or 10% of the amended contract amount.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

BACKGROUND & HISTORY:

The Utilities Department's (UD) Water Reclamation Facility No. 1 (WRF-1) generates biosolids as a byproduct from the wastewater treatment process. During wastewater treatment, the liquids are separated from the solids. These solids are then treated physically and chemically to produce a semisolid, nutrient-rich product referenced herein as biosolids. WRF-1 generates approximately 43 wet tons of biosolids per day. WRF-1 has a National Pollutant Discharge Elimination System (NPDES) permit issued by the State Water Resources Control Board (SWRCB). One of the permit requirements is the lawful management of biosolids per Title 40 of the Federal Code of Regulations (CFR), Part 503.

Synagro-WWT, Inc. (Synagro) has an agreement and Purchase Order (PO) for biosolids end-use management. The end-use management of biosolids includes the following but is not limited to collecting, transporting, composting, recycling, and/or disposal. All actions and activities must comply with all applicable federal, state, and local laws and regulations. Synagro collects Class B biosolids from WRF-1 and transports each load to a Synagro composting facility in Vicksburg, Arizona, or Helendale, California.

The accumulation of biosolids onsite has significantly delayed the process of dewatering. There has been an increase in sodium hypochlorite use due to the increased biosolids inventory. If biosolids continue to accumulate in the digestion and activated sludge process, the result will be an over-accumulation of biosolids. Once the activated sludge process has excessive biosolids in the system, the biosolids will go into the effluent, which will cause permit turbidity violations. Any noncompliance constitutes a violation of the Clean Water Act (CWA) and the California Water Code and is grounds for enforcement action that can include permit termination, revocation, re-issuance, or modification; denial of a permit renewal application; or a combination thereof. These violations are also subject to monetary fines up to \$25,000 per day per violation and up to \$25 per gallon per day of treated wastewater. WRF-1's daily flow averages approximately eleven million gallons per day.

Due to a shortage of commercial drivers nationwide, Synagro has had difficulty obtaining and maintaining commercial drivers required to collect and transport the volume of biosolids generated at

WRF-1. Synagro is currently averaging ten hauls per week. This is an inadequate number of hauls to meet the City's operational needs, which has severely impacted the operations at WRF-1. As a result, UD has contracted the services of Hoyt Transportation, Inc. (Hoyt) for the transportation of Class B biosolids to Synagro for processing. Hoyt picked up and transported the biosolids from WRF-1 to a Synagro facility that further processes the biosolids into compost. Hoyt is no longer in operation as of 6/30/2022. As a result, UD pursued Request for Proposal (RFP) 22-074CA for As Needed Supplemental Biosolids Transportation Services.

ANALYSIS:

On May 16, 2022, the Purchasing Division issued RFP 22-074CA for As Needed Supplemental Biosolids Transportation Services. The RFP was advertised pursuant to Corona Municipal Code (CMC) 3.08.110 non-public projects formal bidding procedure requirements in the Sentinel Weekly and published on the City's PlanetBids bidding portal. One hundred fifty-two (152) firms registered with PlanetBids to provide transport services were notified of the procurement opportunity. Eleven (11) firms downloaded the RFP document. The City received one (1) proposal by the submission date of July 12, 2022.

Staff performed an evaluation of the proposal submitted by the contractor. The evaluation was based on the following criteria:

Table 1: RFP Ranking Criteria

Criteria	Rating (P/F)	Maximum Points
Completeness of Response	Pass/Fail	N/A
Qualifications of Firm	N/A	30 pts
Qualifications of Personnel	N/A	30 pts
Work Plan / Project Understanding and Approach	N/A	30 pts
Value	N/A	10 pts
Total		100 pts

The review panel carefully evaluated the single proposal received according to the criteria noted below in Table 1.

Table 2: RFP Ranking

Contractor	Score	Ranking
Christofferson Transportation, Inc. (Riverside, CA)	100.00	1

Staff recommends the City Council award the Maintenance/General Services Agreement for As Needed Supplemental Biosolids Transportation Services to Christofferson Transportation, Inc., of

Riverside, CA. All licenses and references for the contractor have been reviewed and verified by City staff. In reviewing the proposed cost, the price provided is reasonable for the industry standard for this service.

FINANCIAL IMPACT:

Funding for the recommended action is included in the Fiscal Year 2023 Utilities Department Operating Budget. Funding in future fiscal years will be recommended through the budget process.

ENVIRONMENTAL ANALYSIS:

This action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which states that operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the CEQA determination, and is therefore exempt from CEQA. An environmental review is not required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: KRISTIAN ALFELOR, OPERATIONS MANAGER

REVIEWED BY: TOM MOODY, UTILITIES DIRECTOR

Attachments:

1. Exhibit 1 - MGSA with Christofferson Transportation, Inc.
2. Exhibit 2 - RFP Summary

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

DATE: 09/21/2022

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

FROM: Utilities Department

SUBJECT:

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RECOMMENDED ACTION:

That the:

- a. City Council award Request for Proposal 22-074CA for As Needed Supplemental Biosolids Transportation Services to Christofferson Transportation, Inc., of Riverside, CA.
- b. City Council authorize the City Manager, or his designee, to execute the Maintenance/General Services Agreement for As Needed Supplemental Biosolids Transportation Services to Christofferson Transportation, Inc., of Riverside, CA, for an initial ~~two~~one-year contract term ending June 30, 202~~3~~4, with five (5) optional one-year extensions in the amount of \$1,400,000 per fiscal year.

- c. City Council authorize the Purchasing Manager to issue purchase orders to Christofferson Transportation, Inc., of Riverside, CA, in an amount up to \$1,400,000 per year for Fiscal Years 2023 ~~and 2024~~ for the initial agreement term ending June 30, 202~~3~~⁴.
- d. City Council authorize the City Manager, or his designee, to approve amendments necessary for the execution of the work, in accordance with the Corona Municipal Code [Section 3.08.060\(J\)](#), up to \$100,000 or 10% of the amended contract amount.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

BACKGROUND & HISTORY:

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modification; denial of a permit renewal application; or a combination thereof. These violations are also subject to monetary fines up to \$25,000 per day per violation and up to \$25 per gallon per day of treated wastewater. WRF-1's daily flow averages approximately eleven million gallons per day.

Due to a shortage of commercial drivers nationwide, Synagro has had difficulty obtaining and maintaining commercial drivers required to collect and transport the volume of biosolids generated at WRF-1. Synagro is currently averaging ten hauls per week. This is an inadequate number of hauls to meet the City's operational needs, which has severely impacted the operations at WRF-1. As a result, UD has contracted the services of Hoyt Transportation, Inc. (Hoyt) for the transportation of Class B biosolids to Synagro for processing. Hoyt picked up and transported the biosolids from WRF-1 to a Synagro facility that further processes the biosolids into compost. Hoyt is no longer in operation as of 6/30/2022. As a result, UD pursued Request for Proposal (RFP) 22-074CA for As Needed Supplemental Biosolids Transportation Services. |

ANALYSIS:

On May 16, 2022, the Purchasing Division issued RFP 22-074CA for As Needed Supplemental Biosolids Transportation Services. The RFP was advertised pursuant to Corona Municipal Code (CMC) 3.08.110 non-public projects formal bidding procedure requirements in the Sentinel Weekly and published on the City's PlanetBids bidding portal. One hundred fifty-two (152) firms registered with PlanetBids to provide transport services were notified of the procurement opportunity. Eleven (11) firms downloaded the RFP document. The City received one (1) proposal by the submission date of July 12, 2022.

Staff performed an evaluation of the proposal submitted by the contractor. The evaluation was based on the following criteria:

Table 1: RFP Ranking Criteria

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Total		100 pts

The review panel carefully evaluated the single proposal received according to the criteria noted below in Table 1.

Table 2: RFP Ranking

Contractor	Score	Ranking
Christofferson Transportation, Inc. (Riverside, CA)	100.00	1

Staff recommends the City Council award the Maintenance/General Services Agreement for As Needed Supplemental Biosolids Transportation Services to Christofferson Transportation, Inc., of Riverside, CA, ~~in the amount of \$1,400,000 per fiscal year for an initial two-year term ending June 30, 2024, with two (2) optional 1-year extensions.~~ All licenses and references for the contractor have been reviewed and verified by City staff. In reviewing the proposed cost, the price provided is reasonable for the industry standard for this service.

FINANCIAL IMPACT:

Funding for the recommended action is included in the Fiscal Year 2023 Utilities Department Operating Budget. Funding in future fiscal years will be recommended through the budget process.

ENVIRONMENTAL ANALYSIS:

This action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which states that operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the CEQA determination, and is therefore exempt from CEQA. An environmental review is not required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: KRISTIAN ALFELOR, OPERATIONS MANAGER

REVIEWED BY: TOM MOODY, UTILITIES DIRECTOR

Attachments:

1. Exhibit 1 – MGSA with Christofferson Transportation, Inc.
2. Exhibit 2 – RFP Summary

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH CHRISTOFFERSON TRANSPORTATION, INC.
(RFP 22-074CA AS NEEDED SUPPLEMENTAL BIOSOLIDS TRANSPORTATION
SERVICES)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 7th day of September, 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 Christofferson Transportation, Inc., a California corporation with its principal place of business at 12845 Magnolia Avenue, Riverside, California 92503 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for the RFP 22-074CA As Needed Supplemental Biosolids Transportation Services project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from September 7, 2022 to June 30, 2023 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 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*: \$2,000,000 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 liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City,

its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

3.2.10.5 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, Contractor 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 Contractor to provide proof of ability to pay losses and related investigation,

claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

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

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

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

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

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a

Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

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

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

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

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

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00) for 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.

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. It is most

efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Termination of Agreement.

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

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

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

3.5 General Provisions.

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

Contractor:

Christofferson Transportation, Inc.
12845 Magnolia Avenue
Riverside, CA 92503

Attn: Erman Christofferson

City:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH CHRISTOFFERSON TRANSPORTATION, INC.
(RFP 22-074CA AS NEEDED SUPPLEMENTAL BIOSOLIDS TRANSPORTATION
SERVICES)

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

CITY OF CORONA

By: _____
Tom Moody
Utilities Director

Reviewed By: _____
Katie Hockett
Assistant Utilities Director

Reviewed By: _____
Kristian Alfelore
Operations Manager

Reviewed By: _____
Yasmin Lopez
Purchasing Manager

Attest: _____
Sylvia Edwards
City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH CHRISTOFFERSON TRANSPORTATION, INC.
(RFP 22-074CA AS NEEDED SUPPLEMENTAL BIOSOLIDS TRANSPORTATION
SERVICES)

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

CHRISTOFFERSON TRANSPORTATION, INC.
a California corporation

By: 
DocuSigned by:
2C0F3BD265C241A...
Erman Christofferson
President


By: 
DocuSigned by:
1C35C3812EFE4A8...
Maureen Christofferson
Secretary

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. Contractor shall provide all labor, materials, equipment, and mobilization to complete the Services for the City.

All biosolids will be removed from WRF 1 at the following address:
Water Reclamation Facility #1 (WRF 1)
2205 Railroad St.
Corona, CA 92880

Biosolids must be removed from WRF 1 on an as needed basis, with the potential of up to 20 loads per week, Monday through Sunday, year-round. Contractor access to WRF 1 will be available 24 hours per day 7 days per week.

Equipment and Transportation:

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

Possible Location 1: Vicksburg, AZ 85348
Possible Location 2: Helendale, CA 92342

Transport vehicles shall be the type(s) approved for this application by the City. General requirements for vehicles transporting biosolids are that the hauler is to hold a valid registration issued by the Department of Toxic Substances Control (DTSC) to transport special waste, that the vehicles have watertight bodies, and that they are properly equipped and fitted with seals to prohibit spillage or drainage. The Contractor's equipment for transport shall be compatible with the WRF 1 loading area. Equipment shall be maintained in a condition acceptable to the City; the City would make the determination by having the operators perform a visual check.

The loading and transport vehicles shall be cleaned as often as necessary to prevent the deposit of biosolids on the exterior of the vehicle or on the roadways. This cleaning shall include, but is not limited to external surfaces, wheels, and undercarriages.

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

All haul routes to any permitted disposal, recycling, or composting site in any jurisdiction shall be determined in accordance with all applicable federal, state, and local laws, ordinances,

permits, rules, and regulations (“Laws”). Said Laws shall be strictly adhered to by the Contractor and his employees, agents, and Subcontractors.

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

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

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

Mandatory Requirements:

All Contractors and their subcontractors shall wear appropriate personal protective equipment (PPE) when on-site at WRF 1. PPE includes, but is not limited to, reflective safety vest, safety boots, hard hat, and goggles.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

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

Estimated Contract Term:

The contract term shall be effective on or about September 7, 2022, through June 30, 2023 with optional renewal periods.

- Option 1, if exercised, shall be effective July 1, 2023 – June 30, 2024.
- Option 2, if exercised, shall be effective July 1, 2024 – June 30, 2025.
- Option 3, if exercised, shall be effective July 1, 2025 – June 30, 2026.
- Option 4, if exercised, shall be effective July 1, 2026 – June 30, 2027.
- Option 5, if exercised, shall be effective July 1, 2027 – June 30, 2028.

EXHIBIT “C” COMPENSATION

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

Biosolids hauling from the City to Arizona soils – Vicksburg, AZ:

Flat rate of \$1,300.00 per load + plus applicable fuel surcharge.

Fuel surcharge applies after the CA – On Highway Diesel PPG exceeds \$4.00/gallon.

The surcharge will be 1% for every \$0.08 cents per gallon over \$4.00/gallon.

Averages is based on U.S. Energy Information Administration:

<http://www.eia.gov/petroleum/gasdiesel/>



RFP SUMMARY

Finance Department - Purchasing Division

DATE: **July 26, 2022**

SUBJECT: **RFP Summary**

RFP (Project) No.: 22-074CA

RFP Name: As Needed Supplemental Biosolids Transportation Services

RFP Open Date: May 16, 2022

RFP Close Date: July 12, 2022

No. Vendors Notified by PlanetBids: 152

No. Vendor Downloaded RFP Document: 11

No. of Responses received: 1

Company	City/State	Ranking
Christofferson Transportation, Inc.	Riverside, California	1

Proposals are currently under review and this summary is provided as a matter of information only.



Staff Report

File #: 22-0749

REQUEST FOR CITY COUNCIL ACTION

DATE: 09/21/2022

TO: Honorable Mayor and City Council Members

FROM: Fire Department

SUBJECT:
Purchase of multi-band portable radios from Motorola Solutions, Inc.

EXECUTIVE SUMMARY:

City Council consideration of the purchase of multi-band portable radios and associated radio accessories from Motorola Solutions in the amount of \$323,031. The multi-band portable radios will replace current legacy portable radios that have reached their end of life and allow seamless communication with neighboring cities and public safety agencies across a broad spectrum of radio frequencies on a P25-compliant portable radio. This purchase is the third and final phase of a three-year replacement project.

RECOMMENDED ACTION:

That the City Council:

- a. Authorize the Purchasing Manager to issue a purchase order to Motorola Solutions, Inc. in the amount of \$323,031 for the purchase of multi-band portable radios and associated radio accessories.
- b. Make a determination under Corona Municipal Code Section [3.08.140\(c\)](#) that competitive bidding has been satisfied based upon the reasons provided in the "Basis for Determination of Competitive Bidding" section of this report.

BACKGROUND & HISTORY:

The Corona Fire Department responds to thousands of emergency incidents each year, requiring the use of a portable radio on each call. As this is the most frequently used piece of fire department equipment, the portable radio must be able to operate on multiple band frequencies and contain enhanced safety features for firefighter safety and meet P25 compliance as explained below. For several decades, public safety agencies purchased and used equipment developed by disparate

manufacturers and operated on a different spectrum. As a result, this equipment often could not interoperate, preventing many public safety agencies from communicating when responding to critical incidents. Public safety and industry partnered through the Project 25 Compliance Assessment Program (P25 CAP) to develop standards that allow radios and other components to interoperate regardless of the manufacturer-enabling emergency responders to exchange critical communications. P25 specifies formal standards for interfaces between the various components of a land mobile radio system commonly used by emergency responders. The P25 CAP offers a compliance assessment process where a laboratory can confirm that equipment, advertised by manufacturers as P25-compliant, adheres to critical components of the P25 suite of standards.

ANALYSIS:

The legacy portable radios used by the Corona Fire Department are nearing the end of their useful life, and parts are becoming more challenging to acquire. Research conducted for a replacement portable radio identified the need for a multi-band radio. A multi-band radio platform enhances the Department's ability to communicate with neighboring cities and public safety agencies.

The Corona Fire Department evaluated the two available multi-band public safety portable radios on the market and documented a side-by-side comparison of key features. The two radio vendors were Motorola and Harris. Both radios met most of the established requirements. However, the Motorola radio most closely met the Department's needs, which included two essential safety requirements. The first key safety feature provides the ability to lock out the transmit tone. Without this feature, a firefighter could inadvertently change the transmit tone rendering the radio communications unheard by other users. The second key safety feature is the Android Team Awareness Kit (ATAK) software platform integration. This feature allows the radio to transmit a geospatial position into the ATAK platform when operating in an area with poor or no cellular service. This allows the Fire Department incident commander and firefighters to see a firefighter's location during an emergency incident.

This purchase of multi-band portable radios is the third and final phase of a three-year replacement plan. The first two stages of Motorola radios have been purchased, and the Department is awaiting the completion of this last purchase to fully implement the replacement of the Department's legacy portable radios.

BASIS FOR DETERMINATION OF COMPETITIVE BIDDING

Staff believes that Competitive Bidding has been accomplished for these purchases pursuant to Corona Municipal Code (CMC) Section [3.08.140\(C\)](#), which states as follows:

"Competitive bidding already completed. When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determines that:

- (1) A competitive bid procedure has been conducted by another public agency including, but not limited to, another local agency, the state through the California Multiple Award Schedule (CMAS), the federal government through the General Services Administration (GSA), the U.S. Communities Government Purchasing Alliance, or the Western States Contracting Alliance (WSCA); and

(2) The price to the City is equal to or better than the price to that public agency.”

On May 24, 2022, the County of Los Angeles entered into Contract MA_IS-2240228-1 with Motorola Solutions, Inc. for radio communication equipment and related accessories (Exhibit 1). The County’s contract allows Motorola to extend the same pricing, terms, and conditions to other government agencies within California. By utilizing the County contract, the City will be leveraging a previous purchasing solicitation that another government agency performed to obtain the best pricing. The Motorola multi-band portable radios will be provided to the City with a 27% discount on the suggested list price (Exhibit 2).

The Corona Fire Department requests approval to purchase multi-band portable radios and associated accessories from Motorola Solutions, Inc. in the amount of \$323,031.

FINANCIAL IMPACT:

Funding for the recommended action is currently available in the Fire Department’s Operating Budget.

ENVIRONMENTAL ANALYSIS:


This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves an agreement for the purchase of multi-band portable radios, 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 - Los Angeles County Motorola Contract
2. Exhibit 2 - Motorola Contract Agreement Pricing
3. Exhibit 3 - Motorola Quote

TERM CONTRACT AWARD			CONTRACT NO: MA-IS-2240228-1	VERSION DATE
INTERNAL SERVICES DEPARTMENT			PROCUREMENT FOLDER: 2371000	
<div style="border: 1px solid black; padding: 5px;"> MOTOROLA SOLUTIONS INC 725 S. FIGUEROA ST., STE. 1855 LOS ANGELES CA 90017 </div>			BUYER: Lorena Sandoval PHONE: 323-267-2206 EMAIL: lsandoval@isd.lacounty.gov	
			VENDOR NO: 033256 CONTACT: Jeff Ashton PHONE: 954-605-3762	
			FISCAL YEAR: EFFECTIVE DATE: 07/01/22 EXPIRATION: 06/30/25	

RADIO COMMUNICATIONS (MOTOROLA)					
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 725-45-00-028600 RADIO COMMUNICATIONS EQUIPMENT MFG: MOTOROLA % DISCOUNT: SEE EXHIBIT A _ 2022-2025 DISCOUNT DATED JULY, 1, 2022	0.000		DISCOUNT	0.0000 %
2	COMMODITY CODE: 962-86-00-043391 FREIGHT (SEE PAGE 17 OF EXHIBIT A FOR FREIGHT/SHIPPING CHARGE DETAILS)	0.000	EA	ITEM	\$ 0.000000

<hr/> COUNTY OF LOS ANGELES	 5/24/2022 VENDOR SIGNATURE/DATE
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SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-1	Page 2
<p>TERMS & CONDITIONS OF PURCHASE FOR CONTRACT MA-IS-2240228</p> <p>NOTE: THE COUNTY OF LOS ANGELES IS USING A NEW DATABASE NUMBERING SYSTEM; THEREFORE, THE COUNTY OF LOS ANGELES MASTER PURCHASE AGREEMENT NUMBER 2240228 (TERM: 2022 - 2025) WILL HAVE A NEW NUMBER ASSOCIATED WITH IT. THIS NEW NUMBER IS A PROCEDURAL CHANGE AND DOES NOT CHANGE THE NATURE OF THE EXTENSION OF THE AGREEMENT NUMBER 2240228. ALL THE TERMS AND CONDITIONS OF THE AGREEMENT REMAIN THE SAME.***</p> <p>****NOTE: THIS CONTRACT SHALL BE FOR THE PURCHASE OF RADIO COMMUNICATION EQUIPMENT & RELATED ACCESSORIES ONLY. PRODUCTS WITH RADIO COMMUNICATIONS AS AN ADDITIONAL FEATURE (I.E DESK OR LAPTOP COMPUTERS) SHALL NOT BE PURCHASED UNDER THIS CONTRACT.****</p> <p>CONDITIONS OF PURCHASE: THIS CONTRACT SHALL BE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND ANY ATTACHMENTS HERETO. NO OTHER CONDITIONS OR MODIFICATIONS OF THESE TERMS AND CONDITIONS WILL BE EFFECTIVE UNLESS SPECIFICALLY AGREED TO IN WRITING BY THE COUNTY OF LOS ANGELES (COUNTY). FAILURE OF COUNTY TO OBJECT TO PROVISIONS CONTAINED IN ANY ACKNOWLEDGMENT, DOCUMENT OR OTHER COMMUNICATION FROM VENDOR SHALL NOT BE CONSTRUED AS A WAIVER OF THESE TERMS AND CONDITIONS NOR AN ACCEPTANCE OF ANY SUCH PROVISION.</p> <p>1. TERMS OF AGREEMENT:</p> <p>THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE DATE THE AGREEMENT IS EXECUTED AND SHALL EXPIRE IN THREE (3) YEARS THEREAFTER, UNLESS SOONER TERMINATED OR EXTENDED, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT; EXCEPT THAT:</p> <p>A. COUNTY MAY EXTEND THIS CONTRACT FOR AN ADDITIONAL 24 MONTHS. (TO BE DONE IN 12 MONTH INCREMENTS).</p> <p>B. COUNTY SHALL NOTIFY VENDOR OF ANY DETERMINATION TO EXTEND THIS AGREEMENT NOT LESS THAN THIRTY (30) DAYS BEFORE THE EXPIRATION OF THE ORIGINAL OR EXTENDED AGREEMENT.</p> <p>C. COUNTY'S PROJECT MANAGER MAY AUTHORIZE MONTH TO MONTH EXTENSION AT THE END OF EACH AGREEMENT TERM, NOT TO EXCEED SIX (6) MONTHS.</p> <p>VENDOR AGREES THAT SUCH EXTENSIONS SHALL BE AT THE SAME RATES, TERMS AND CONDITIONS.</p> <p>ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.</p> <p>2 DELIVERY: DELIVERY SHALL BE AS STATED HEREIN. WHEN USING COMMON CARRIERS, COUNTY RESERVES THE RIGHT TO DESIGNATE THE TRANSPORTATION CARRIER. FAILURE ON THE PART OF VENDOR TO ADHERE TO SHIPPING TERMS SPECIFIED HEREON OR WRITTEN AGREEMENT MAY, AT COUNTY'S DISCRETION, RESULT IN ADDITIONAL HANDLING COSTS BEING DEDUCTED FROM VENDOR'S INVOICE. COST OF INSPECTION ON DELIVERIES OR OFFERS FOR DELIVERY WHICH DO NOT MEET SPECIFICATIONS WILL BE FOR THE ACCOUNT OF VENDOR. UNLESS OTHERWISE SET FORTH HEREIN, ALL ITEMS SHALL BE SUITABLE PACKED AND MARKED. PURCHASE ORDER NUMBER MUST BE ON ALL SHIPPING DOCUMENTS AND CONTAINERS.</p> <p>3 INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF. INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE, COMPLETE OR PARTIAL DELIVERY, AND MUST SHOW UNITS AND UNIT PRICES. INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. WHEN PRICE SHOWN IS A DELIVERED PRICE, ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.</p>		

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<p>4 PRICE/SALES TAX: UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID SHALL NOT INCLUDE SALES, OR USE TAXES. CONTRACTOR SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR.</p> <p>5 PAYMENT TERMS: PAYMENT TERMS ARE NET 30 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS OF THE PURCHASE ORDER AND CONTRACT 2240228 IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE AS SET FORTH ON PURCHASE ORDER OR CONTRACT (WHICHEVER IS GREATER).</p> <p>6 WARRANTIES: VENDOR SHALL, AT NO COST TO COUNTY, PROMPTLY CORRECT ANY AND ALL DEFECTS IN THE ITEMS OR SERVICES PROVIDED HEREUNDER. THE TERM OF THIS WARRANTY SHALL BE AS SET FORTH ON THE FACE HEREOF OR IS NOT TERM AS SHOWN, NINETY (90) DAYS FROM DATE OF COUNTY'S ACCEPTANCE OF THE ITEM OR SERVICE. VENDOR WARRANTS THAT THE ITEMS MAY BE SHIPPED, SOLD AND USED IN CUSTOMARY MANNER WITHOUT VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENT OR ADMINISTRATIVE BODY.</p> <p>DISCLAIMER OF OTHER WARRANTIES: THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p> <p>7 CANCELLATION: UNLESS OTHERWISE SPECIFIED HEREIN, COUNTY MAY CANCEL ALL OR PART OF A PURCHASE ORDER AT NO COST AND FOR ANY REASON BY GIVING WRITTEN NOTICE TO VENDOR AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO SCHEDULED DELIVERY. A CANCELLATION CHARGE NOT EXCEEDING ONE PERCENT (1%) OF THE VALUE OF THE CANCELLED PORTION OF THE PURCHASE ORDER MAY BE CHARGED COUNTY FOR CANCELLATION WITH LESS THAN THIRTY (30) CALENDAR DAYS PRIOR WRITTEN NOTICE.</p> <p>8 EMPLOYMENT ELIGIBILITY: VENDOR WARRANTS THAT IT FULLY COMPLIES WITH ALL STATUTES AND REGULATIONS REGARDING THE EMPLOYMENT OF ALIENS AND OTHERS.</p> <p>8A--FAIR LABOR STANDARDS: VENDOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT.</p> <p>9 HAZARDOUS MATERIALS: VENDOR WARRANTS THAT IT COMPLIES WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES, ORDINANCES AND REGULATIONS CONCERNING HAZARDOUS MATERIALS AND TOXIC SUBSTANCES.</p> <p>10 COVENANT AGAINST GRATUITIES: VENDOR WARRANTS THAT NO GRATUITIES (IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE) WERE OFFERED OR GIVEN BY VENDOR, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICE OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A PURCHASE ORDER OR FAVORABLE TREATMENT WITH RESPECT TO ANY DETERMINATION CONCERNING THE PERFORMANCE OF THE PURCHASE ORDER. IN THE EVENT OF BREACH OF THIS WARRANTY, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES INCLUDING, BUT NOT LIMITED TO, TERMINATION, AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF VENDOR'S DEFAULT.</p> <p>11 CONFLICT OF INTEREST: NO COUNTY EMPLOYEE WHOSE POSITION WITH COUNTY ENABLES SUCH EMPLOYEE TO INFLUENCE THE AWARD OF A</p>		

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<p>PURCHASE ORDER OR ANY COMPETING AGREEMENT, AND NO SPOUSE OR ECONOMIC DEPENDENT OF SUCH EMPLOYEE, SHALL BE EMPLOYED IN ANY CAPACITY BY VENDOR, OR HAVE ANY OTHER DIRECT OR INDIRECT FINANCIAL INTEREST IN THE PURCHASE ORDER. NO OFFICER OR EMPLOYEE OF VENDOR, WHO MAY FINANCIALLY BENEFIT FROM THE AWARD OF A PURCHASE ORDER SHALL IN ANY WAY PARTICIPATE IN COUNTY'S APPROVAL, ONGOING EVALUATION, OR IN ANY WAY ATTEMPT TO UNLAWFULLY INFLUENCE COUNTY'S APPROVAL OR ONGOING EVALUATION.</p> <p>11A--VENDOR SHALL COMPLY WITH ALL CONFLICT OF INTEREST LAWS, ORDINANCES AND REGULATIONS NOW IN EFFECT OR HEREAFTER TO BE ENACTED DURING THE TERM OF THE PURCHASE ORDER. VENDOR WARRANTS THAT IT IS NOT AWARE OF ANY FACTS WHICH CREATE A CONFLICT OF INTEREST. IF VENDOR HEREAFTER BECOMES AWARE OF ANY FACTS WHICH MIGHT REASONABLY BE EXPECTED TO CREATE A CONFLICT OF INTEREST, IT SHALL IMMEDIATELY MAKE FULL WRITTEN DISCLOSURE OF SUCH FACTS TO COUNTY. FULL WRITTEN DISCLOSURE SHALL INCLUDE, BUT IS NOT LIMITED TO, IDENTIFICATION OF ALL PERSONS IMPLICATED AND A COMPLETE DESCRIPTION OF ALL RELEVANT CIRCUMSTANCES.</p> <p>12 GOVERNING LAW AND VENUE: THIS PURCHASE ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. VENDOR AGREES AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA FOR ALL PURPOSES REGARDING THIS PURCHASE ORDER, AND FURTHER AGREES AND CONSENTS THAT VENUE OF ANY ACTION HEREUNDER SHALL BE EXCLUSIVELY IN THE COUNTY OF LOS ANGELES, CALIFORNIA.</p> <p>13 INDEMNIFICATION: VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM OR CONNECTED WITH ALLEGED OR ACTUAL NEGLIGENCE DUE TO OR ASSOCIATED WITH VENDOR'S NEGLIGENT OPERATIONS, GOODS, AND/OR COMMODITIES OR SERVICES PROVIDED HEREUNDER.</p> <p>IF AN INFRINGEMENT CLAIM OCCURS VENDOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR COUNTY THE RIGHT TO CONTINUE USING THE EQUIPMENT, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR GRANT COUNTY A CREDIT FOR SUCH EQUIPMENT OR VENDOR SOFTWARE AS DEPRECIATED AND ACCEPT ITS RETURN. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH EQUIPMENT AND SOFTWARE.</p> <p>VENDOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT IS BASED UPON (I) THE COMBINATION OF THE EQUIPMENT OR VENDOR SOFTWARE WITH ANY THIRD PARTY SOFTWARE, APPARATUS OR DEVICE NOT FURNISHED BY VENDOR; (II) THE USE OF ANCILLARY EQUIPMENT OR SOFTWARE NOT FURNISHED BY MOTOROLA AND THAT IS ATTACHED TO OR USED IN CONNECTION WITH THE EQUIPMENT OR VENDOR SOFTWARE; (III) ANY EQUIPMENT THAT IS NOT VENDOR'S DESIGN OR FORMULA; (IV) A MODIFICATION OF THE VENDOR SOFTWARE BY A PARTY OTHER THAN VENDOR; OR (V) THE FAILURE BY COUNTY TO INSTALL AN ENHANCEMENT RELEASE TO THE VENDOR SOFTWARE THAT IS INTENDED TO CORRECT THE CLAIMED INFRINGEMENT. THE FOREGOING STATES THE ENTIRE LIABILITY OF VENDOR WITH RESPECT TO INFRINGEMENT OF PATENTS AND COPYRIGHTS BY THE EQUIPMENT AND VENDOR SOFTWARE OR ANY PARTS THEREOF.</p> <p>THIS INDEMNITY SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS FOR OR BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT OR ANY ACTUAL OR ALLEGED TRADE SECRET DISCLOSURE.</p> <p>14 LIABILITY INSURANCE:</p>		

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<p>THE COUNTY OF LOS ANGELES, ITS AGENTS OR EMPLOYEES, WILL NOT BE RESPONSIBLE FOR LOSS BY FIRE, FLOOD OR ACTS OF GOD. AFTER SUCH LOSS OF EQUIPMENT OR PARTS THEREOF HAS BEEN REPORTED TO YOU, REPLACEMENT IS TO BE MADE BY SUPPLIER WITHIN TIME QUOTED FOR ORIGINAL DELIVERY. HOWEVER, IF POSITIVE PROOF CAN BE FURNISHED SHOWING THAT A COUNTY EMPLOYEE IS RESPONSIBLE FOR ANY ACT OF NEGLIGENCE THAT AFFECTS THE OPERATION OR CONDITION OF THE EQUIPMENT, REPAIR OR REPLACEMENT WILL BE FOR THE ACCOUNT OF THE COUNTY.</p> <p>THIS LIMITATION OF LIABILITY PROVISION SHALL APPLY NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED ONE MILLION DOLLARS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.</p> <p>ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MUST BE BROUGHT WITHIN THE STATUTORY PERIOD PROVIDED UNDER CALIFORNIA LAW.</p> <p>15 INSURANCE COVERAGE REQUIREMENTS; GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING: GENERAL AGGREGATE: \$5 MILLION PERSONAL AND ADVERTISING INJURY: \$1 MILLION EACH OCCURENCE: \$5 MILLION</p> <p>16 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.</p> <p>IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:</p> <p>EACH ACCIDENT: \$1 MILLION DISEASE - POLICY LIMIT: \$1 MILLION DISEASE - EACH EMPLOYEE: \$1 MILLION</p> <p>17 INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR LOS ANGELES COUNTY SERVICE AGREEMENTS</p> <p>INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO THIS AGREEMENT.</p>		

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<p>GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN THIS AGREEMENT. SUCH INSURANCE SHALL BE PRIMARY TO ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED BY CONTRACTOR'S OWN EXPENSE.</p> <p>CONTRACTOR SHALL PROVIDE TO COUNTY A SPECIFIC ADDITIONAL INSURED ENDORSEMENT FOR COMPLETED OPERATIONS.</p> <p>EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER THIS AGREEMENT.</p> <p>THE COUNTY ACCEPTS THE STANDARD ACORD FORM CERTIFICATE OF INSURANCE AS SATISFACTORY EVIDENCE OF INSURANCE.</p> <p>THE COUNTY ACCEPTS A BLANKET ADDITIONAL INSURED ENDORSEMENT.</p> <p>CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO: ATTN: LORENA SANDOVAL MA-IS-2240228 COUNTY OF LOS ANGELES - ISD 1100 NORTH EASTERN AVENUE RM # G115 LOS ANGELES, CA 90063</p> <p>SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:</p> <ol style="list-style-type: none"> (1) SPECIFICALLY IDENTIFY THIS AGREEMENT. (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN THIS AGREEMENT. (3) CONTRACTOR AGREES THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE. (4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS ADDITIONAL INSURED FOR ACTIVITIES ARISING FROM THIS AGREEMENT PER THE PROVISIONS OF THE BLANKET ADDITIONAL INSURED ENDORSEMENT. (5) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR REPRESENTS THAT ITS FINANCIAL STRENGTH IS SUFFICIENT TO COVER ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR AGREES TO CONTINUE CARRYING AT ALL TIMES DURING THE TERM OF THIS AGREEMENT INSURANCE OF THE KINDS AND IN THE AMOUNTS LISTED IN THIS AGREEMENT. <p>18 INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.</p> <p>FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS</p>		

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<p>AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH.</p> <p>NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:</p> <p>(1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE.</p> <p>(2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT.</p> <p>(3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.</p> <p>(4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT.</p> <p>COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.</p> <p>INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE REQUIREMENTS OF THIS AGREEMENT BY EITHER:</p> <p>(1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTORS, OR</p> <p>(2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.</p> <p>19 DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.</p> <p>20 INVALIDITY, REMEDIES NOT EXCLUSIVE: THE INVALIDITY IN WHOLE OR IN PART OF ANY TERM OR CONDITION OF THIS PURCHASE ORDER SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS PURCHASE ORDER AND THE APPLICATION OF SUCH PROVISIONS TO THE OTHER PERSONS OR CIRCUMSTANCES SHALL NOT BE AFFECTED THEREBY. THE RIGHTS AND REMEDIES PROVIDED HEREIN SHALL NOT BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES IN LAW OR EQUITY.</p> <p>20A---NON-DISCRIMINATION: BY ACCEPTANCE OF ANY PURCHASE ORDER UNDER CONTRACT 2240228, CONTRACTOR CERTIFIES AND AGREES THAT ALL PERSONS EMPLOYED BY IT, ITS AFFILIATES, SUBSIDIARIES, OR HOLDING COMPANIES ARE</p>		

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<p>AND WILL BE TREATED EQUALLY BY IT WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX AND IN COMPLIANCE WITH ALL ANTI-DISCRIMINATION LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA. CONTRACTOR CERTIFIES AND AGREES THAT IT WILL DEAL WITH ITS SUBCONTRACTORS, BIDDERS OR VENDORS WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX. VENDOR SHALL ALLOW THE COUNTY ACCESS TO ITS EMPLOYMENT RECORDS DURING THE REGULAR BUSINESS HOURS TO VERIFY COMPLIANCE WITH THESE PROVISIONS WHEN SO REQUESTED BY THE COUNTY. IF THE COUNTY FINDS THAT ANY OF THE ABOVE PROVISIONS HAVE BEEN VIOLATED, THE SAME SHALL CONSTITUTE A MATERIAL BREACH OF CONTRACT 40760 (AND ITS PURCHASE ORDER(S) UPON WHICH, THE COUNTY MAY DETERMINE TO CANCEL, TERMINATE, OR SUSPEND THE PURCHASE ORDER AND/OR CONTRACT. THE PARTIES AGREE THAT IN THE EVENT THE VENDOR VIOLATES THE ANTI-DISCRIMINATION PROVISIONS OF THE PURCHASE ORDER, THE COUNTY SHALL, AT ITS OPTION AND IN LIEU OF TERMINATION OR SUSPENDING THIS PURCHASE ORDER AND /OR CONTRACT, BE ENTITLED TO LIQUIDATED DAMAGES, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, OF THE GREATER TEN PERCENT (10%) OF THE PURCHASE ORDER AMOUNT OR ONE THOUSAND DOLLARS.</p> <p>21 COMPLIANCE WITH LAWS: VENDOR SHALL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS, AND VENDOR AGREES TO HOLD COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, COSTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, AND DAMAGES RESULTING FROM FAILURE OF COMPLIANCE.</p> <p>22 FORCE MAJURE: NEITHER PARTY WILL BE LIABLE FOR DELAYS IN PERFORMANCE BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FIRE, FLOOD, ACT OF GOD OR RESTRICTION OF CIVIL OR MILITARY AUTHORITY.</p> <p>23 ASSIGNMENT AND DELEGATION: VENDOR SHALL NOT ASSIGN ITS RIGHTS OR DELEGATE ITS DUTIES UNDER THE PURCHASE ORDER WITHOUT COUNTY'S PRIOR WRITTEN AUTHORIZATION AND ANY ASSIGNMENT OR DELEGATION WITHOUT SUCH AUTHORIZATION SHALL BE NULL AND VOID AND SHALL CONSTITUTE A MATERIAL BREACH OF THIS PURCHASE ORDER UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE THE PURCHASE ORDER IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH ON DEFAULT.</p> <p>COUNTY'S CONSENT TO AN ASSIGNMENT SHALL NOT BE UNREASONABLY WITHHELD.</p> <p>24 TIME IS OF THE ESSENCE: IF ANY ANTICIPATED OF ACTUAL DELAYS ARISE, VENDOR SHALL IMMEDIATELY SO NOTIFY COUNTY, REGARDLESS OF NOTICE IF DELIVERIES ARE NOT MADE AT THE TIME AGREED UPON. COUNTY MAY, AT ITS SOLE DISCRETION, TERMINATE THIS PURCHASE ORDER AND PROCEED PURSUANT TO PARAGRAPH ON DEFAULT.</p> <p>25 NONEXCLUSIVITY: NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR.</p> <p>26 STANDARD TERMS AND CONDCTIONS, PAGE 12 -PRICE GUARANTEE: DELETED</p> <p>27 WAIVER: THE FAILURE OF EITHER PARTY TO INSIST, IN ANY ONE OR MORE INSTANCES, UPON THE PERFORMANCE OF ANY TERMS, CONDITIONS OR COVENANT OF THIS PURCHASE ORDER OR TO EXERCISE ANY RIGHT HEREUNDER SHALL NOT BE CONSTRUED AS A WAIVER OF THE FUTURE PERFORMANCE OF ANY SUCH TERM, CONDITION OR COVENANT, BUT THE OBLIGATION WITH RESPECT TO FUTURE PERFORMANCE SHALL CONTINUE IN FULL FORCE AND EFFECT. NO WAIVER SHALL BE ENFORCEABLE UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY GRANTING THE WAIVER.</p> <p>28 ACCEPTANCE: UNLESS EXPLICITLY STATED BY COUNTY AS OTHERWISE, COUNTY, MAY CONDUCT, AT ITS LOCATION OR ANY OTHER COUNTY DESIGNATED</p>		

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<p>LOCATION AND AT ITS EXPENSE, AN INCOMING ACCEPTANCE TEST ON ALL ITEMS PURCHASED HEREUNDER. THE ACCEPTANCE TEST PERIOD SHALL NOT EXCEED THIRTY (30) DAYS FROM RECEIPT OF SUCH ITEM(S) BY COUNTY. COUNTY MAY, AT ITS SOLE DISCRETION, REJECT ALL OR ANY PART OF ITEMS OR SERVICES NOT CONFORMING TO THE REQUIREMENTS/SPECIFICATIONS STATED IN A PURCHASE ORDER.</p> <p>29 SPARE PARTS: VENDOR SHALL MAKE SPARE PARTS AVAILABLE TO COUNTY FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF DELIVERY OF THE ITEMS TO COUNTY. IF VENDOR IS UNABLE TO SO PROVIDE SPARE PARTS, IT SHALL PROVIDE COUNTY WITH THE NAME(S) OF VENDOR'S SUPPLIERS SO THAT COUNTY MAY ATTEMPT TO PROCURE SUCH UNAVAILABILITY, VENDOR SHALL PROVIDE, AT NO COST, REASONABLE ASSISTANCE TO COUNTY IN OBTAINING SPARE PARTS.</p> <p>30 ENTIRE AGREEMENT MODIFICATIONS: THIS PURCHASE ORDER CONTRACT AND ANY ATTACHMENTS HERETO, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WHICH SUPERSEDES ALL PREVIOUS AGREEMENTS, WRITTEN OR ORAL, AND ALL COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS PURCHASE ORDER SHALL NOT BE MODIFIED, SUPPLEMENTED, QUALIFIED OR INTERPRETED BY ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES OR BY ANY USAGE OF TRADE. ALL MODIFICATIONS TO THIS PURCHASE ORDER SHALL BE SET FORTH IN WRITING AND SIGNED BY THE VENDOR AND PURCHASING AGENT OR HIS/HER DESIGNEE.</p> <p>30A--COUNTY STOCK: STOCK FURNISHED BY COUNTY TO BE USED IN A PURCHASE ORDER SHALL BE RETURNED TO COUNTY FREE FROM DAMAGE FROM ANY CAUSE AND IN ACCORDANCE WITH ALL OTHER TERMS AND CONDITIONS OF CONTRACT, PURCHASE ORDER AND HEREIN.</p> <p>31 INDEPENDENT CONTRACTOR STATUS: VENDOR SHALL AT ALL TIMES BE ACTING IN THE CAPACITY OF INDEPENDENT CONTRACTOR. THIS PURCHASE ORDER IS NOT INTENDED, AND SHALL NOT BE OR CONSTRUED, TO CREATE THE RELATIONSHIP OF AGENT, SERVANT, EMPLOYEE PARTNERSHIP, JOINT VENTURE OR ASSOCIATION, AS BETWEEN COUNTY AND VENDOR. THE EMPLOYEES AND AGENTS OF ONE PARTY SHALL NOT BE OR CONSTRUED TO BE, THE EMPLOYEES OR AGENTS OF THE OTHER PARTY FOR ANY REASON WHATSOEVER.</p> <p>32 TAX EXEMPT STATUS: TAX EXEMPT ITEMS SHALL BE AS LISTED ON THE FACE HEREOF.</p> <p>32A---TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.</p> <p>33 COUNTY LOBBYISTS: VENDOR AND EACH COUNTY LOBBYIST OR COUNTY LOBBYING FIRM AS DEFINED IN LOS ANGELES COUNTY CODE SECTION 2.160.010, RETAINED BY VENDOR, SHALL FULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE, LOS ANGELES COUNTY CODE CHAPTER 2.160. FAILURE ON THE PART OF VENDOR ANY COUNTY LOBBYIST OR COUNTY LOBBYING FIRM RETAINED BY VENDOR TO DULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE PURCHASE ORDER AND/OR AGREEMENT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THE PURCHASE ORDER AND/OR AGREEMENT.</p> <p>33A---CONSIDERATION OF HIRING GAIN PROGRAM PARTICIPANTS: SHOULD THE VENDOR REQUIRE ADDITIONAL OR REPLACEMENT PERSONNEL AFTER THE EFFECTIVE DATE OF THIS AGREEMENT EXTENSION. CONTRACTOR SHALL GIVE CONSIDERATION FOR SUCH EMPLOYMENT OPENINGS TO PARTICIPANTS IN COUNTY'S DEPARTMENT OF THE PUBLIC SOCIAL SERVICES GREATER AVENUE FOR INDEPENDENCE (GAIN) PROGRAM WHO MEET CONTRACTOR'S MINIMUM QUALIFICATIONS FOR THE OPEN</p>		

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<p>POSITION. FOR THIS PURPOSE, CONSIDERATION SHALL MEAN THAT CONTRACTOR WILL INTERVIEW QUALIFIED CANDIDATES. COUNTY WILL REFER GAIN PARTICIPANTS BY JOB CATEGORY TO VENDOR.</p> <p>34 TERMINATION FOR IMPROPER CONSIDERATION: COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, IMMEDIATELY TERMINATE, THE RIGHT OF VENDOR TO PROCEED WITH A PURCHASE ORDER IF IT IS FOUND THAT CONSIDERATION IN ANY FORM WAS OFFERED OR GIVEN BY VENDOR, (EITHER DIRECTLY OR THROUGH AN INTERMEDIARY) TO ANY COUNTY OFFICER, EMPLOYEE, OR AGENT WITH THE INTENT OF SECURING A PURCHASE ORDER OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD, AMENDMENT, OR EXTENSIONS OF THE AGREEMENT OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE VENDOR 'S PERFORMANCE PURSUANT TO THE CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OS DEFAULT BY VENDOR.</p> <p>CONTRACTOR SHALL IMMEDIATELY REPORT ANY ATTEMPT BY A COUNTY OFFICER OR EMPLOYEE TO SOLICIT SUCH IMPROPER CONSIDERATION. THE REPORT SHALL BE MADE EITHER TO THE COUNTY MANAGER CHARGED WITH THE SUPERVISION OF THE EMPLOYEE OR TO THE COUNTY AUDITOR-CONTROLLER'S EMPLOYEE FRAUD HOTLINE AT 213.974.0914 OR 800.544.6861. IMPROPER CONSIDERATION MAY TAKE THE FORM OF, AMONG OTHER ITEMS, CASH, DISCOUNTS, SERVICES, THE PROVISION OF TRAVEL OR GRATUITIES (ENTERTAINMENT, TANGIBLE GIFTS), OR THE PROMISE OF ANY OF THESE.</p> <p>35 PARTICIPATING PUBLIC AGENCIES</p> <p>COUNTY AND VENDOR AGREE THAT OTHER GOVERNMENTAL ENTITIES WITHIN CALIFORNIA, INCLUDING BUT NOT LIMITED TO: COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (PARTICIPATING PUBLIC AGENCIES) MAY PURCHASE PRODUCTS OR SERVICES DEFINED HEREIN ON THE SAME TERMS, CONDITIONS AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE.</p> <p>THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF THE SUPPLIER.</p> <p>PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER THIS AGREEMENT. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY.</p> <p>THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND THE SUPPLIER ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR SUPPLIER SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY.</p> <p>THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF UNDER THIS AGREEMENT.</p> <p>EACH PARTICIPATING PUBLIC AGENCY'S PURCHASE ORDER MUST REFER TO THIS LOS ANGELES COUNTY MASTER PURCHASE AGREEMENT (MPA) NUMBER MA-IS-2240228 AND MUST SPECIFY THE PRICING AND DELIVERY TERMS. NOTWITHSTANDING ANY ADDITIONAL OR CONTRARY TERMS IN THE PURCHASE ORDER, THE APPLICABLE PROVISIONS OF THIS MPA (EXCEPT FOR PRICING, DELIVERY, PASSAGE OF TITLE AND RISK OF LOSS TO EQUIPMENT, WARRANTY COMMENCEMENT, AND PAYMENT TERMS) WILL GOVERN THE PURCHASE AND SALE OF THE EQUIPMENT OR SOFTWARE ORDERED BY THE PARTICIPATING PUBLIC AGENCY. TITLE AND RISK OF LOSS TO EQUIPMENT</p>		

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<p>WILL PASS AT SHIPMENT, WARRANTY WILL COMMENCE UPON DELIVERY, AND PAYMENT IS DUE WITHIN THIRTY (30) DAYS AFTER THE INVOICE DATE.</p> <p>36 FREIGHT/SHIPPING CHARGES:</p> <ol style="list-style-type: none"> 1) ORDERS PLACED THROUGH THE MOTOROLA PARTS & ACCESSORIES DEPARTMENT WILL SHIP FOB DESTINATION, UPS GROUND AT NO CHARGE. 2) ORDERS PLACED FOR RADIO AND FACTORY/MANUFACTURED ITEMS SHALL BE CHARGED AT 1.25% OF THE EQUIPMENT TOTAL AND ADDED TO THE PRICE QUOTE. 3) EXPEDITED SHIPMENTS VIA AIR (FEDEX ETC.) WHEN REQUESTED BY COUNTY SHALL BE AT COUNTY EXPENSE. <p>37 PRICING AS PER ATTACHED:</p> <p>1. EXHIBIT A _ 2022-2025 DATED JULY, 1, 2022</p> <p>38 WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM</p> <p>CONTRACTOR ACKNOWLEDGES THAT COUNTY HAS ESTABLISHED A GOAL OF ENSURING THAT ALL INDIVIDUALS AND BUSINESSES THAT BENEFIT FINANCIALLY FROM COUNTY THROUGH CONTRACT ARE CURRENT IN PAYING THEIR PROPERTY TAX OBLIGATIONS (SECURED AND UNSECURED ROLL) IN ORDER TO MITIGATE THE ECONOMIC BURDEN OTHERWISE IMPOSED UPON COUNTY AND ITS TAXPAYERS.</p> <p>UNLESS CONTRACTOR QUALIFIES FOR AN EXEMPTION OR EXCLUSION, CONTRACTOR WARRANTS AND CERTIFIES THAT TO THE BEST OF ITS KNOWLEDGE IT IS NOW IN COMPLIANCE, AND DURING THE TERM OF THIS CONTRACT WILL MAINTAIN COMPLIANCE, WITH LOS ANGELES COUNTY CODE CHAPTER 2.206.</p> <p>39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM</p> <p>FAILURE OF CONTRACTOR TO MAINTAIN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN PARAGRAPH 38 "WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM" SHALL CONSTITUTE DEFAULT UNDER THIS CONTRACT. WITHOUT LIMITING THE RIGHTS AND REMEDIES AVAILABLE TO COUNTY UNDER ANY OTHER PROVISION OF THIS CONTRACT, FAILURE OF CONTRACTOR TO CURE SUCH DEFAULT WITHIN 10 DAYS OF NOTICE SHALL BE GROUNDS UPON WHICH COUNTY MAY TERMINATE THIS CONTRACT AND/OR PURSUE DEBARMENT OF CONTRACTOR, PURSUANT TO COUNTY CODE CHAPTER 2.206.</p>		

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<p>The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.</p> <p>PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.</p> <p>ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.</p> <p>Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.</p> <p>County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p style="text-align: center;">CONTRACTOR RESPONSIBILITY AND DEBARMENT</p> <ol style="list-style-type: none"> 1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors. 2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County. 3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity. 4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board. 5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal. 6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. 7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors. 		

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<p style="text-align: center;">PROHIBITION AGAINST USE OF CHILD LABOR</p> <p>VENDOR shall:</p> <ol style="list-style-type: none"> 1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment. 2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and 3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions. <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.</p> <p>A. Jury Service Program.</p> <p>This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.</p> <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>B. Written Employee Jury Service policy.</p> <ol style="list-style-type: none"> 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service. 2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement. 		

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<p>3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.</p> <p>4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.</p> <p style="text-align: center;">PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</p> <p>Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.</p> <p style="text-align: center;">ASSIGNMENT BY CONTRACTOR</p> <p>A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.</p> <p>B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.</p> <p>C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</p> <p style="text-align: center;">DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)</p> <p>1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).</p> <p>2. The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.</p> <p>3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.</p> <p style="text-align: center;">FEDERAL UNIFORM GUIDELINE CLAUSE</p> <p>By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.</p>		

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<p style="text-align: center;">COMPLIANCE WITH COUNTY POLICY OF EQUITY</p> <p>The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.</p>		

EXHIBIT A
MA-IS-2240228 CONTRACT AGREEMENT PRICING
July 1, 2022 – June 30, 2025
MOTOROLA COMMUNICATIONS EQUIPMENT & SERVICES

Motorola products & services discount percentages is listed below

Pricing for products & services listed below is located in Motorola Product Catalog (PCAT) and can be downloaded from Motorola Online

<https://businessonline.motorolasolutions.com/>

Pricing shall be in accordance with Motorola Product Catalog (PCAT) and any subsequent revisions and updates. New products released between contract renewals will be offered to the County with prevailing discounts. Motorola will revise Exhibit A to included the new products

MOTOROLA PRODUCTS		July 1, 2022- June 30, 2025
		DISCOUNT
APX Personnel Accountability		
APX Personnel Accountability Information		
ASTRO 25 Infrastructure and Systems		
Master Site		14.00%
Master Site ASTRO 7.5 Upgrade Add-On		14.00%
Master Site ASTRO 7.6 Upgrade Add-On		14.00%
Master Site ASTRO 7.7 Upgrade Add-On		14.00%
Master Site ASTRO 7.8 Upgrade Add-On		14.00%
Master Site ASTRO 7.9 Upgrade Add-On		14.00%
Master Site ASTRO 7.11		14.00%
Master Site ASTRO 7.11 Upgrade Add-On		14.00%
Master Site ASTRO 7.13		14.00%
Master Site ASTRO 7.13 Upgrade Add-On		14.00%
Master Site ASTRO 7.14 New		14.00%
Master Site ASTRO 7.14 Upg/Add		14.00%
Master Site ASTRO 7.15 New Add-On		14.00%
Master Site ASTRO 7.15 Upgrade		14.00%
ASTRO 25 Conventional K1/K2		14.00%
ASTRO 25 Conventional K1/K2 7.13 Core		14.00%
ASTRO 25 Conventional K1/K2 7.13 Upgrade Add-On		14.00%

ASTRO 25 Conventional K1/K2 A7.14 Core	14.00%
ASTRO 25 Conventional K1/K2 A7.14 Upgrade Add-On	14.00%
ASTRO 25 Conventional 7.15 K-Core	14.00%
ASTRO 25 Conventional A7.15 K- Core Upgrade Add-On	14.00%
ASTRO 25 Trunking L1/L2 Core	14.00%
ASTRO 25 Trunking L1/L2 7.13 Core	14.00%
ASTRO 25 Trunking L1/L2 7.13 Upgrade Add-On	14.00%
ASTRO 25 Trunking L1/L2 7.14 Core	14.00%
ASTRO 25 Trunking L1/L2 7.14 Upgrade Add-On	14.00%
ASTRO 25 Trunking 7.15 L-Core	14.00%
ASTRO 25 Trunking 7.15 L-Core Upgrade Add-On	14.00%
Packet Data Gateway	14.00%
Packet Data Gateway (Rackmount-server based)	14.00%
Packet Data Gateway (HPD)	14.00%
High Performance Data Packet Data Gateway	14.00%
Enhanced Telephone Interconnect	14.00%
Network Fault Management	14.00%
GenWatch3 ATIA Based Solutions	14.00%
Remote Site	
Site Controllers	
MTC 9600	14.00%
PSC 9600	14.00%
GCP 8000	18.00%
GCP 8000 Software Upgrades	20.00%
Comparators	
GRV 8000	20.00%
MLC 8000	20.00%
Base Stations / Repeaters	
GTR 8000 Expandable Site Subsystem	20.00%
GTR 8000 Base Radio	20.00%
GTR 8000 Site Subsystem	20.00%
GTR 8000 Expandable Site Subsystem Chan Addition	20.00%
GTR 8000 Software Upgrades	20.00%
G-SERIES Hardware Upgrades	20.00%
Receivers	
GPW 8000	25.00%
ASTRO-TAC Receiver	25.00%
SmartX	
Networking and Transport	
Network Security ASTRO 7x Systems	15.00%
Switching and Routing Center	15.00%
Network Products LAN Switches / HUBS Models	15.00%

Network Products Routers / Gateways	15.00%
Network Products Terminal Servers	15.00%
Secure Solutions	
ASTRO Digital Interface Unit (DIU)	14.00%
ASTRO DIU FLASHport Upgrade	14.00%
ASTRO DIU CM FLASHport UCM Upgrade	14.00%
ASTRO DIU Encryption Refurbished	14.00%
ASTRO DIU 3000 Refurbished	14.00%
Key Management Facility (KMF)	
KMF (Integrated Trunking & Conventional)	14.00%
KMF Crypto Card FLASHport Upgrades	14.00%
KMF Small Fleet	14.00%
ASTRO 25 PDEG Encryption Unit	14.00%
CAI Data Encryption Module (CDEM)	14.00%
CRYTPR 2 Broadband IP Encryption Unit	14.00%
AME2000	14.00%
MGEG Crypto Card	14.00%
MVPN for APX	14.00%
Interoperability Solutions	
ISSI.1 Network Gateway	5.00%
MOTOBIDGE IP Interoperable Solution	15.00%
Data Applications	
Location Solutions	
ASTRO 25 Outdoor Location Solution Overview	5.00%
ASTRO 25 GPS Units	5.00%
ASTRO 25 Location APIs	5.00%
Tx Messenger	15.00%
Data Devices	
HPD 1000 Modem	5.00%
HPD 1000 Modem Upgrade	5.00%

Site Equipment	
RF Distribution Best Practices	0.00%
Battery Reverting Charger	10.00%
DC Power Systems	10.00%
Surge Protection Devices (SPDs)	10.00%
UPS	10.00%
Zetron Model 30 Worldpatch	10.00%
Antennas	
Low Band PIM VHF	10.00%
Low Band PIM UHF	10.00%
800 MHz Low PIM	10.00%
Low Band	10.00%
VHF	10.00%
UHF	10.00%
700 MHz	10.00%
800 MHz	10.00%
900 MHz	10.00%
Circulators and Isolators	
UHF	10.00%
Duplexers	
VHF	10.00%
UHF	10.00%
800 MHz	10.00%
900 MHz	10.00%
Filters	
800 MHz	10.00%
Receiver Multicouplers	
VHF	10.00%
UHF	10.00%
800 MHz	10.00%
Transmitters and Combiners	
VHF	10.00%
UHF	10.00%
700 MHz	10.00%
800 MHz	10.00%
Transmission Lines	
Super Flex/Low Density Foam	
1/2" Super Flex	10.00%
1/4" Super Flex	10.00%
3/8" LDF Foam Kits	10.00%

1/2" LDF Foam Kits	10.00%
5/8" LDF Foam Kits	10.00%
7/8" AVA	10.00%
1-1/4 AVA	10.00%
1-5/8" Copper AVA Cable	10.00%
Aluminum Coaxial Cable	
7/8" FXL Aluminum Cable	10.00%
1-5/8" FXL Aluminum Cable	10.00%
7/8" Aluminum	10.00%
1-5/8" Aluminum	10.00%
VXL Flexible Cables	
7/8" Extra Flexible Coaxial Cable	10.00%
1-5/8" Extra Flexible Coaxial Cable	10.00%
1-1/4" Extra Flexible Coaxial Cable	10.00%
AirCell Cables	
1/2" Transline Cable	10.00%
7/8" Transline Cable	10.00%
1-1/4" Transline Cable	10.00%
1-5/8" Transline Cable	10.00%
1/2" Radiating Cable	10.00%
7/8" Radiating Cable	10.00%
1-1/4" Radiating Cable	10.00%
1-5/8" Radiating Cable	10.00%
Conventional Simulcast Controller	20.00%
Rapid Deployment Infrastructure	15.00%
Advanced Messaging Solution	
A1, A2, A3 Configurations	5.00%
Battery Monitoring	10.00%
Comparators	
GCM 8000 Comparator	20.00%
GRV 8000 Comparator	20.00%
ASTRO-TAC 9600 Comparator	25.00%
DIGITAC Comparator	15.00%
MLC 8000 Comparator	20.00%
Data Applications & Video Solutions	
Digital Evidence Management Solution	
WatchGaurd In Car Video Camera	0.00%

DP-2 In-Car Products	0.00%
DP-2 Video Management System (Server)	0.00%
Automatic License Plate Recognition	5.00%
ALT1000 ALPR SURVEILLANCE TRAILER	5.00%
Fixed Automatic License Plate Recognition	5.00%
Intelligent Data Portal	5.00%
Optimized Video Security	
Optimized Video Security Portfolio	0.00%
Mesh Camera Solutions	0.00%
Public Safety Applications	0.00%
RadioIP	0.00%
RIC	0.00%
Real Time Video Intelligence (RTVI)	0.00%
Real Time Crime Center (RTCC)	0.00%
Tx Messenger	0.00%
Data Devices	
Rugged Mobile Computing Devices (ML and MW)	
MW810 Mobile Workstation R2.0 (F5218)	0.00%
MW810 Mobile Workstation (F5208)	0.00%
ML910 Rugged Notebook Computer (Core Duo 1.66 GHz)	0.00%
Vehicular Radio Modem (VRM)	
Vehicular Radio Modem 850	0.00%
Dispatch Solutions	
Dispatch Computer Hardware	15.00%
Logging Solutions	
Dual Instant Recall Recorder	5.00%
MCC 7500(e) IP Logging Recorder Products	5.00%
NICE Inform	5.00%
HDL Plus	5.00%
NICE NRX	5.00%
Verint Recording Solutions	15.00%
MC Series Desktop Controllers	15.00%
MCD 5000 Deskset System	20.00%
MIP 5000 IP Dispatch Console	20.00%
MKM 7000 Console Alias Manager	15.00%
Monitoring and Control Network	10.00%
Motorola AXS Dispatch Position	15.00%
Motorola MCC 7500(e) Products	
MCC Series Accessories	15.00%

MCC 7500e Dispatch Consoles	15.00%
MCC 7500(e) Archiving Interface Servers	15.00%
MCC 7500(e) IP Logging Recorder Products	10.00%
MCC 7500(e) Conventional Channel Items	15.00%
MCC 7500(e) Aux I/O Items	10.00%
Servers, Workstations, OS and Ancillary Items	
Digital Conventional Systems	
IP Based Digital Conventional Systems	15.00%
Encoders	
Information Only	
Enterprise Applications	
Information Only	
Fire Station Alerting	
FSA4000	15.00%
MACH Alert	15.00%
Fireground Solutions	
Information Only	
800MHz Simplex Operation - Frequency Translator	10.00%
Fixed Data Products	
Fixed Data General Information	
IRM 1500	5.00%
ACE 1000 RTU	5.00%
ACE 3600 RTU	5.00%
ACE Product Licenses	5.00%
MOSCAD RTU	15.00%
MOSCAD-L RTU	0.00%
MOSCAD-M RTU	0.00%
MOSCAD Toolbox	18.00%
IP Gateways & M-OPC	18.00%
Network Fault Management	18.00%
MDS Data Radios	15.00%
Fixed Network Equipment	
Motorola Wireless Communication Sfwr II (MWCS II)	15.00%
MOTOBIDGE IP Interoperable Solution	15.00%
MOTOMESH Quattro	0.00%
MOTOMESH Extension	0.00%
MOTOMESH Duo	0.00%
MOTOMESH Solo	0.00%
Private Data Systems Software Subscriptions	0.00%
Wireless Network Gateway - Rackmount Server-Based	15.00%

High Performance Data Packet Data Gateway	15.00%
WDE1000 2.4/4.9 802.11 PCMCIA Card	0.00%
Fixed Stations	
CDR700/CDR500 Repeaters	
6809 Trunking	25.00%
Conventional Operations	25.00%
Cabinets and Racks Options	25.00%
General Options	25.00%
Kits and Accessories Options	25.00%
MTR2000 MOTOTRBO UPGRADE	25.00%
MTR3000	25.00%
GTR 8000 Expandable Site Subsystem	20.00%
GTR 8000 Base Radio	20.00%
GTR 8000 Site Subsystem	20.00%
GTR 8000 AND GCP 8000 SOFTWARE UPGRADE	20.00%
GTR 8000 EXPANDABLE SITE SUBSYSTEM CHAN ADDITION	20.00%
G-series Hardware Upgrades	
Fixed Station Antenna Systems	
Single Side Band	
Single Side Band Antennas	10.00%
Transmission Lines	
Super Flex/Low Density Foam	
Transmission Line Info	10.00%
1/4" Super Flex	10.00%
1/2" Super Flex	10.00%
3/8" LDF Foam Kits	10.00%
1/2" LDF Foam Kits	10.00%
5/8" LDF Foam Kits	10.00%
7/8" AVA	10.00%
1-1/4 AVA	10.00%
1-5/8 AVA	10.00%
ALUMINUM COAXIAL CABLE	
7/8" FXL Aluminum Cable	10.00%
1-5/8" FXL Aluminum Cable	10.00%
7/8 ALUMINUM	10.00%
1 5/8 ALUMINUM	10.00%

VXL FLEXIBLE CABLES	10.00%
7/8" Extra Flexible Coaxial Cable	10.00%
1-5/8" Extra Flexible Coaxial Cable	10.00%
1-1/4" Extra Flexible Coaxial Cable	10.00%
AirCell Cables	
1/2" Transline Cable	10.00%
7/8" Transline Cable	10.00%
1-1/4" Transline Cable	10.00%
1-5/8" Transline Cable	10.00%
1/2" Radiating Cable	10.00%
7/8" Radiating Cable	10.00%
1-1/4" Radiating Cable	10.00%
1-5/8" Radiating Cable	10.00%
Fixed Wireless (Broadband)	
RF Design Software	
EnterprisePlanner	0.00%
SiteScanner	0.00%
LANPlanner	0.00%
MeshPlanner	0.00%
Private Broadband Networks	0.00%
One Point Wireless	0.00%
PTP (Point to Point)	0.00%
RAD Data Products	0.00%
PMP (Point to Multipoint)	0.00%
Wireless LAN	15.00%
Location Solutions	
TRX Indoor Location	15.00%
ASTRO 25 Outdoor Location Solution Overview	15.00%
ASTRO 25 GPS Units	15.00%
ASTRO 25 Location APIs	15.00%
Military	
SRX 2200 UHFR1	0.00%
SRX 2200 VHF	0.00%
SRX 2200 700/800	0.00%
Mobile Stations	
Professional Commercial Radio (PCR) Information (Pricing in MOL)	
MOTOTRBO™ Mobiles	
CM200d™	10.00%
CM300d™	10.00%

XPR™ 2500	10.00%
XPR™ 5300e	10.00%
XPR™ 5350/5380	10.00%
XPR™ 5550/5580	10.00%
XPR™ 8380/8400	10.00%
MOTOTRBO Mobile Accessories	10.00%
ASTRO Digital APX 8500 Mobile Radios	
APX8500 Mobile Radio	27.00%
APX Console	00.00%
ASTRO Digital APX 6500 Mobile Radios	
APX 6500 Mobile Radio	27.00%
APX 6500Li	
APX 6500Li	27.00%
APX 4500	
APX 4500	27.00%
APX Retrofit Kits	
APX1500	
APX1500	27.00%
DIGITAL VEHICULAR REPEATER	
DIGITAL VEHICULAR REPEATER UHF	15.00%
DIGITAL VEHICULAR REPEATER 800	15.00%
DIGITAL VEHICULAR REPEATER 700	15.00%
DIGITAL VEHICULAR REPEATER VHF	15.00%
VRX1000 - VEHICLE RADIO EXTENDER	15.00%
PCRM	
PM1500	
VHF Models	10.00%
UHF Models	10.00%
CPS Programming Cables Information	
Interoperability Solutions	
ISSI.1 Network Gateway	5.00%
ISSI 8000 / CSSI 8000 Network Gateway	5.00%
Motobridge	15.00%
WAVE 5000	5.00%

Mobile Accessories	
Mini Mag Antennas	20.00%
Parts Antennas	20.00%
Network Security (IA)	
Network Security-IA (7.14 and prior)	15.00%
Network Security-IA (7.15 and beyond)	15.00%
Networking Products	
Switching and Routing Center (7.13 and beyond)	15.00%
Modems and Modem Cards	15.00%
Network Products Routers/Gateways	15.00%
Network Products Channel Banks	15.00%
Network Products Digital Cross Connect Switches	15.00%
Network Products LAN Switches / HUBS Models	15.00%
Network Products Terminal Servers	0.00%
Network Products Time and Frequency	0.00%
Network Products WAN Switches	15.00%
PCR Paging	
Professional Commercial Radio (PCR) Information (Pricing in MOL)	
Minitor VI	10.00%
PassPort and LTR Infrastructure	
TRIDENT Information	
Programming over P25 (POP25)	
POP25 information	
Public Safety LTE	
User Equipment (UE)	
USB Modem	15.00%
VSM - Vehicular Subscriber Modem	15.00%
LTE SIM Card	15.00%
LTE VML750	15.00%
LEX-L11	15.00%
Networking & Transport	
EPC DNS/DHCP Appliance/NTP Server	5.00%
eNodeB L2 Switch (AC/DC Power)	5.00%
PTT L2/L3 Switch (AC Power)	5.00%
L2/L3 Aggregation Switch/Router (copper)	5.00%
Core MLX-4E	5.00%
L2/L3 Aggregation Switch/Router (fiber)	5.00%
L2/L3 Remote EPG Switch (fiber)	5.00%

L2/L3 Remote EPG Switch (copper)	5.00%
Core CES2048X	5.00%
Security	
Firewall Manager	5.00%
Core / EPC Firewall	5.00%
Agency and Regional Applications Firewall	5.00%
MSI Mobile VPN	14.00%
Mobile Virtual Private Network - MVPN	5.00%
Radio Access Network	
Site Ancillary	5.00%
Antenna System	5.00%
eNodeB Band Class 14	5.00%
eNodeB Band Class 20	5.00%
RF Site Battery Backup System	5.00%
eNodeB Band Class 28	5.00%
Enhanced Packet Core	
Converged Packet Gateway – CPG	5.00%
Subscriber & Policy Manager – SPM	5.00%
Mobility Management Equipment - MME	5.00%
Home Subscriber Service (HSS)	5.00%
Evolved Packet Gateway (EPG)	5.00%
Diameter Routing Agent – DRA	5.00%
Policy and Charging Rules Function - PCRF	5.00%
Operations & Maintenance	5.00%
Device Management Solutions	5.00%
Operations Support Platform	5.00%
Operations Support System for Radio & Core-OSSRC	5.00%
Application	
Real Time Video Intelligence – RTVI	0.00%
Priority Management – PM	0.00%
Emergency Button / Quick Action Button	0.00%
Location Services	0.00%
Presence Services	0.00%
Radio Services / Radio Remote Control	0.00%
Public Safety PTT	
Public Safety Push To Talk (PTT)	0.00%
Public Safety Push To Talk - PTT Server	0.00%
Public Safety LTE PTT Gateway	0.00%

Portable Radiophones	
Professional Commercial Radio (PCR) Information (Pricing in MOL)	
MOTOTRBO™ Portables	
XPR™ 3300e	10.00%
XPR™ 3500e	10.00%
XPR™ 7300e	10.00%
XPR™7350/7380	10.00%
XPR™ 7500e	10.00%
XPR™ 7550/7580	10.00%
SL 300 / SL300e	10.00%
SL 7550e / SL 7580e / SL 7590e	10.00%
CP200d™	10.00%
MOTOTRBO Portable Accessories	10.00%
APX 8000	
APX 8000	27.00%
APX 8000 Accessories	27.00%
APX 8000XE	
APX 8000XE	27.00%
APX 8000XE Accessories	27.00%
APX 8000H	
APX 8000H	27.00%
APX 8000H Accessories	27.00%
APX 8000H XE	
APX 8000H XE	27.00%
APX 8000H XE Accessories	27.00%
APX 6000	
APX 6000 700/800 MHz	27.00%
APX 6000 VHF	27.00%
APX 6000 UHF	27.00%
APX 6000 Accessories	27.00%
APX 6000XE	
APX 6000XE 700/800 MHz	27.00%
APX 6000XE VHF	27.00%
APX 6000XE UHF	27.00%
APX 6000XE Accessories	27.00%
APX 6000Li	
APX6000Li 700/800	27.00%

APX6000Li UHF	27.00%
APX6000Li VHF	27.00%
APX6000Li Accessories	27.00%
APX 4000	
APX 4000 700/800	27.00%
APX 4000 VHF	27.00%
APX 4000 UHF	27.00%
APX 4000 900 MHz	27.00%
APX 4000 Accessories	27.00%
APX 3000	
APX 3000 700/800	27.00%
APX 3000 VHF	27.00%
APX 3000 UHF R1	27.00%
APX 3000 UHF R2	27.00%
APX 3000 Accessories	27.00%
APX NEXT™	
APX NEXT All Band Portable Radio	10.00%
APX NEXT XE All Band Portable Radio	10.00%
APX NEXT XN All Band Portable Radio	10.00%
MTVA & XTVA Accessories	
Mobile Vehicular Adapter (MTVA)	20.00%
APX Transportable Base Station	22.00%
PR1500	
PR1500 VHF	10.00%
PR1500 UHF	10.00%
Radio Applications	
Pop25 for Trunking and Conventional Information	
Presence Notifier Application Information	
Advanced System Key	20.00%
Radioware Solutions	
TX Application Software	0.00%
Receivers	
GPW 8000 Receiver	20.00%
MTR 3000 Analog Receivers	25.00%
Secure Solutions	
Key Variable Loader (KVL)	
KVL 4000	14.00%
KVL 4000 FLASHport	14.00%
KVL 5000	14.00%
VPN	
PSLTE VPN	14.00%

Services Solutions	
Service Solutions Information	
SmartX	
SmartX	14.00%
APX Programming Software	
APX Radio Management	20.00%
Software Upgrades/FLASHport	
Lifecycle Products	
Software Maintenance Agreement (SMA)	0.00%
System Upgrade Agreement (SUA)	0.00%
Infrastructure Software Upgrades/FLASHport	
ASTRO-TAC FLASHport & Upgrades	20.00%
ASTRO-TAC Receiver Conventional Upgrades	20.00%

ASTRO-TAC Receiver Trunked Upgrade	20.00%
ASTRO-TAC & ASTRO-TAC 3000 FLASHport Upgrades	20.00%
QUANTAR Software & Hardware Upgrade	20.00%
Software Upgrades/FLASHport	20.00%
Software & Hardware Upgrades/FLASHport	20.00%
STR 3000 FLASHport	20.00%
Programming Software	
Customer Programming Software	0.00%
Radio Service Software	0.00%
Subscriber Software Upgrades/FLASHport	
APX 8000 & Consolette SW FLASH	20.00%
APX 8500 SW FLASH	20.00%
APX 6500 SW FLASH	20.00%
APX 6500Li SW FLASH	20.00%
APX 6000 & APX 6000XE SW FLASH	20.00%
APX 6000Li SW FLASH	20.00%
APX 4000 SW FLASH	20.00%
APX 4500 SW FLASH	20.00%
APX Mobile/Portable MACE KVL4000 FLASH	20.00%
APX 3000 SW FLASH	20.00%
APX Mobile/Portable MACE KVL3000PLUS FLASH	20.00%
APX Mobile and Portable Firmware Refresh	20.00%
SRX 2200 SW FLASH	20.00%
Telephone Interconnect	
Zetron Model 30 Worldpatch	10.00%
Enhanced Telephone Interconnect	14.00%
Text Messaging Services Solution	
Text Messaging Services Solution	5.00%
Trunking Products and Systems	
MTC 3600	
MTC 3600 SMARTNET Single Site Controller	14.00%

MTC 3600 SMARTNET Simulcast Prime	14.00%
MTC 3600 SMARTNET Remote Site Controller	14.00%
MTC 3600 SmartZone Simulcast Prime Site	14.00%
MTC 3600 SmartZone ReSC	14.00%
MTC 3600 SmartZone Remote (Non-Simulcast)	14.00%
MTC 3600 Upgrades	14.00%
SmartZone Network Management & Controllers	
4.1 Network Management System Upgrades	14.00%
MZC 5000 Zone Controller	14.00%
Simulcast Miscellaneous	14.00%
RF Modems for Site Lens/System Watch	0.00%
Site Lens	0.00%
Genesis	
GenWatch3 Over The Air Based Solutions	15.00%
GenWatch3 ATIA Based Solutions	15.00%
SystemWatch II 3600 on XP	0.00%
Unified Network Services (UNS)	
UNS	0.00%
UNS Expansions and Upgrades	0.00%
MotoMapping	0.00%
Replacement Parts, Radio Accessories, Batteries, Kits, and Programming Tools	
Contact Motorola Parts & Accessories Department (800 422 4210) for price quotes.	20.00%
Non-Motorola Mfg. Items - Supply Chain Commodities	
To order non manufactured items to support radio products listed in Exhibit A discounts will be applied based on the following APC Codes 131, 207, 229, 417, 457, 515, 557, 708, 740, 854	15.00%
Frieght/Shipping Charges - Details	
<p>1) Orders placed through the Motorola Parts & Accessories Department will ship FOB destination, UPS ground.</p> <p>2) Orders placed for radio and factory/manufactured items shall be charged at 1.25% of the equipment total and added to the price quote.</p> <p>3) Expedited shipments via air (FedEx etc.) when requested by County shall be at County expense.</p>	

Billing Address:
CORONA FIRE DEPT, CITY OF
735 PUBLIC SAFETY WAY
CORONA, CA 92878
US

Quote Date:06/27/2022
Expiration Date:09/30/2022
Quote Created By:
Laura O'Brien
Laura.O'Brien@
motorolasolutions.com

End Customer:
CORONA FIRE DEPT, CITY OF
Contract: 18105 - LA COUNTY , CA

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	PMMN4106D	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	31	\$665.28	\$532.16	\$16,496.96
2	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	31	\$212.30	\$169.82	\$5,264.42
	APX™ 8000 Series	APX8000XE				
3	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	19	\$13,219.00	\$9,682.54	\$183,968.26
3a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*	19			
3b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	19			
3c	Q361AN	ADD: P25 9600 BAUD TRUNKING	19			
3d	QA02006AC	ENH: APX8000XE RUGGED RADIO	19			
3e	QA00580AA	ADD: TDMA OPERATION	19			
3f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	19			
3g	Q53AF	ADD: FRONT PANEL PROGRAMMING & CLONING	19			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3h	QA01843AC	ADD: MANDOWN OPERATION	19			
3i	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	19			
3j	H38BS	ADD: SMARTZONE OPERATION	19			
3k	Q629AH	ENH: AES ENCRYPTION AND ADP	19			
3l	QA01427AG	ALT: APX8000/XE HOUSING GREEN	19			
	APX™ 8000 Series	APX8000XE				
4	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	12	\$10,287.00	\$7,542.18	\$90,506.16
4a	H64BK	ALT: APX8000/XE HOUSING YELLOW	12			
4b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*	12			
4c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	12			
4d	QA02006AC	ENH: APX8000XE RUGGED RADIO	12			
4e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	12			
4f	H35BT	ADD: CONVENTIONAL OPERATION	12			
4g	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	12			
4h	Q53AF	ADD: FRONT PANEL PROGRAMMING & CLONING	12			
4i	QA01843AC	ADD: MANDOWN OPERATION	12			
5	PMLN7732A	ACCESSORY KIT, UNIVERSAL CARRY HOLSTER	31	\$32.40	\$25.92	\$803.52
Subtotal						\$297,039.32
Estimated Tax						\$25,990.94



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Grand Total **\$323,030.26(USD)**

Notes:

- Additional information is required for one or more items on the quote for an order.





Staff Report

File #: 22-0753

REQUEST FOR CITY COUNCIL ACTION

DATE: 09/21/2022

TO: Honorable Mayor and City Council Members

FROM: Planning & Development Department

SUBJECT:

Release of the grading securities posted by Raising Cane's Restaurants, LLC, for a newly constructed restaurant building located at 840 North Main Street.

EXECUTIVE SUMMARY:

City Council consideration of the release of the grading securities for a newly constructed Raising Cane's Restaurant located at 840 North Main Street. The grading improvements associated with the construction of the new restaurant building have been completed by the developer. The proposed action will release the precise grading securities posted by the developer.

RECOMMENDED ACTION:

That the City Council release the Precise Grading and Erosion Control Securities (Bond No. 285066675 and Receipt No. R25888).

BACKGROUND & HISTORY:

The property located at 840 North Main Street is part of Parcel Map 37747, which subdivided 4.49 acres into four parcels to facilitate the development of a new commercial center. The project site is zoned Commercial Retail (CR) of the North Main Street Specific Plan (SP99-01) and is located west of Main Street, on the north side of Parkridge Avenue.

On April 21, 2021, the Raising Cane's Restaurants, LLC, entered into a Precise Grading Agreement and posted securities with the City to commence construction of a new restaurant. The restaurant is constructed and has received the required Certificate of Occupancy from the City to operate.

ANALYSIS:

The site was precise graded in accordance with all City Standards and the approved grading plans. Therefore, it is appropriate to release the Grading and Erosion Control Securities associated with the property. Improvements associated with the commercial center were accepted by the City Council on

June 1, 2022.

The following is a summary of the securities:

Grading Security	Security No.	Faithful Performance	Receipt No.	Erosion Control
Precise Grading DWG# 20-040P PWGR2020-0034	285066675	\$61,000	R25888	\$4,100

FINANCIAL IMPACT:

All applicable fees have been paid by the developer.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is to release grading securities posted for a previously approved project. There is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: CHRISTOPHER HORN, P.E., ACTING DEVELOPMENT SERVICES MANAGER

REVIEWED BY: JOANNE COLETTA, PLANNING & DEVELOPMENT DIRECTOR

Attachments:

1. Exhibit 1 - Location Map

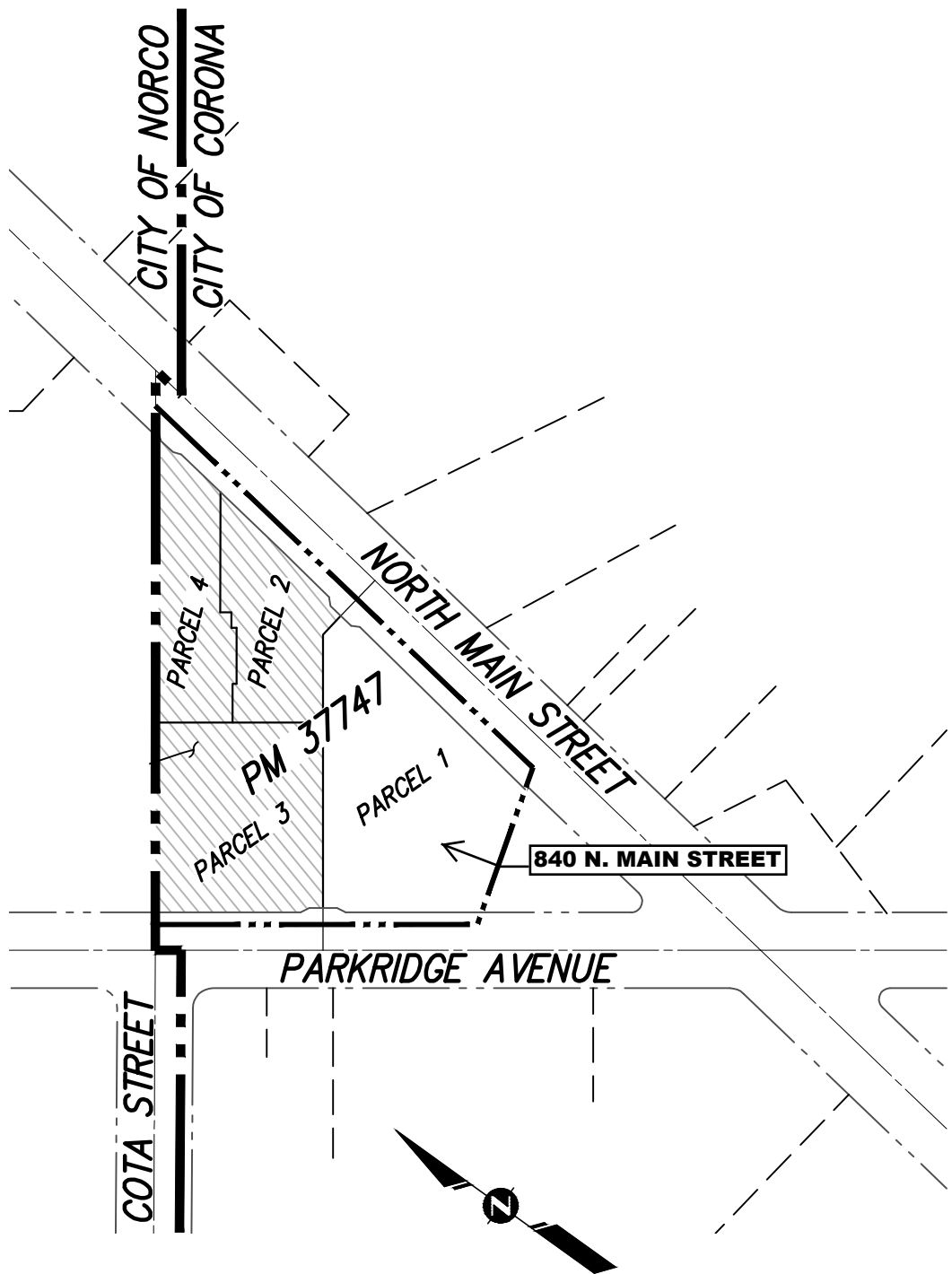


EXHIBIT "1"
LOCATION MAP



Staff Report

File #: 22-0755

REQUEST FOR CITY COUNCIL ACTION

DATE: 09/21/2022

TO: Honorable Mayor and City Council Members

FROM: Planning and Development Department

SUBJECT:

Release of the Landscaping Securities posted by Arantine Hills Holdings, LP, for certain slopes and parkway improvements associated with Tract Map 36294R and Tract Map 37030, located south of Eagle Glen Parkway and west of Interstate 15.

EXECUTIVE SUMMARY:

City Council consideration of the release of the improvement securities posted by Arantine Hills Holdings, LP, for the landscaping improvements of private slopes and parkways located within Tract Map 36294R and Lots H, L, and N of Tract Map 37030. The landscaping improvements are located within the first and second development phases of the Arantine Hills Specific Plan. The developer has completed the landscape improvements on the subject properties and is requesting the release of the posted securities.

RECOMMENDED ACTION:

That the City Council:

- a. Release the Phase 1 Slope and Commercial Landscaping Faithful Performance Security associated with Tract Map 36294R (Bond No. PB02497500537 and PB02497500538)
- b. Retain the Phase 1 Slope and Commercial Landscaping Labor and Material Security associated with Tract Map 36294R for six months beyond the acceptance of the improvements and automatically release the security, unless claims are filed. (Bond No. PB02497500537 and PB02497500538).
- c. Release the Palmer Drive (Lot N), Cameron Way (Lot L), Adishain Way (Lot H), and Orange Fisher Drive (Lot H) Street Parkway Landscaping Faithful Performance Security associated with Tract Map 37030 (Bond No. PB02497500620, PB02497500621, PB02497500624 and PB02497500625)

- d. Retain the Palmer Drive (Lot N), Cameron Way (Lot L), Adishain Way (Lot H), and Orange Fisher Drive (Lot H) Street Parkway Landscaping Labor and Material Security associated with Tract Map 37030 for six months beyond the acceptance of the improvements and automatically release the security, unless claims are filed. (Bond No. PB02497500537 and PB02497500538).

BACKGROUND & HISTORY:

Arantine Hills Holdings, LP, is the master developer of Tract Map 36294R, which is located south of Eagle Glen parkway and west of Interstate 15. Tract Map 36294R subdivided 276 acres to facilitate the development of 1,806 residential units and 80,000 square feet of commercial space. On June 21, 2017, the City Council approved Tract Map 36294R and improvement agreements with the developer, which included slope landscaping improvements.

Tract Map 37030 is a subdivision within the master-planned community and created 45 lots for condominium purposes on 54 acres. This tract map was part of the first phase of development in the Arantine Hills Specific Plan. The map accommodated the construction of 393 residential units comprised of 100 single-family detached condominiums, 96 detached units in clusters of six, 96 paired units in clusters of eight, 101 townhomes, open space areas, trail areas, and an active park and recreational facility. On October 18, 2017, the City Council approved Tract Map 37030 and improvement agreements with the developer, which included parkway landscaping improvements.

ANALYSIS:

The private landscaping improvements associated with the securities have been completed and inspected by the City to ensure conformity with standard specifications. The landscaping is located along the slopes and parkways of the private streets within the community and will be privately maintained by the Bedford Community Homeowners' Association. The slope associated with Tract 36294R has been graded as part of the commercial development for the Bedford Marketplace and no longer exists. Therefore, the security that was posted for this improvement can be released.

The following is a summary of the securities:

Landscaping Security	Security No.	Faithful Performance	Security No.	Labor & Materials
Phase 1 Slope Landscaping (Tract 36294R)	PB02497500537	431,800	PB02497500537	215,900
Commercial Slope Landscaping (Tract 36294R)	PB02497500538	84,600	PB02497500538	42,300
Palmer Dr. Street Parkway Landscaping Bond (Tract 37030 Lot N)	PB02497500620	\$62,200	PB02497500620	\$31,100

Cameron Way Street Parkway Landscaping Bond (Tract 37030 Lot L)	PB02497500621	\$17,600	PB02497500621	\$8,800
Adishian Way Street Parkway Landscaping Bond (6 Pack) (Tract 37030 Lot H)	PB02497500624	\$44,800	PB02497500624	\$22,400
Orange Fisher Dr. Street Parkway Landscaping Bond (Tract 37030 Lot H)	PB02497500625	\$70,000	PB02497500625	\$35,000

FINANCIAL IMPACT:

All applicable fees have been paid by the developer.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is to release landscaping securities posted for a previously approved project. There is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: CHRISTOPHER HORN, P.E., ACTING DEVELOPMENT SERVICES MANAGER

REVIEWED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

Attachments:

1. Exhibit 1 - Location map

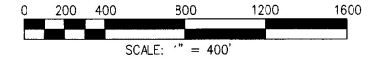
EXHIBIT "1"

TRACT NO. 36294

BEING A PORTION OF LOT 1 OF EXCLUSION MAP OF ALL THE LANDS FROM CORONA TRACT NO. 3, AS SHOWN ON A CERTIFIED COPY OF THE DECREE RECORDED ON NOVEMBER 4, 1960 AS INSTRUMENT NO. 95289 KNOWN AS PARCEL "B" AS SHOWN ON LOT LINE ADJUSTMENT NO. 04132, RECORDED AUGUST 20, 1989 AS INSTRUMENT NO. 99-373743 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN

HUNSAKER AND ASSOCIATES, INC.

AUGUST, SEPTEMBER & NOVEMBER, 2015



NUMBERED LOTS: 10
LETTERED LOTS: 21
ACREAGE IN NUMBERED LOTS: 182.026 AC.
ACREAGE IN LETTERED LOTS: 93.122 AC.
TOTAL ACREAGE: 275.148 AC.

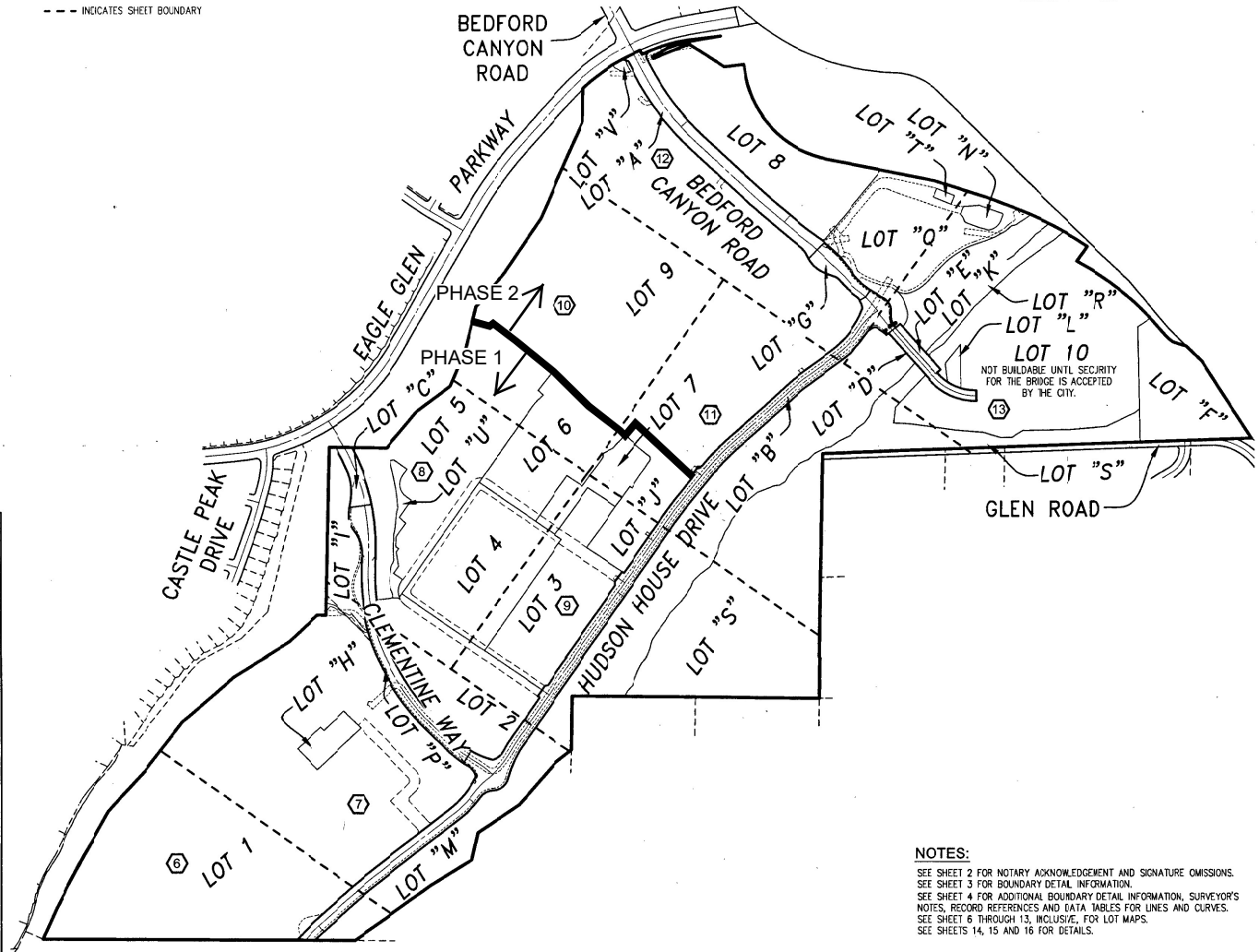
EASEMENT NOTES

- ① AN EASEMENT FOR IRRIGATION AND ACCESS PURPOSES IN FAVOR OF ROBERT A. McILLAN ET AL. RECORDED DECEMBER 21, 1966 AS INSTRUMENT NO. BOOK 2015, PAGE 10 OF OFFICIAL RECORDS.
- ② AN EASEMENT OF THOSE PORTIONS OF THE FARM ROAD AS PER GRANT OF EASEMENT RECORDED DECEMBER 26, 2008 AS INSTRUMENT NO. 2008-0672263, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, WITHIN THE BOUNDARY OF THIS TRACT, MAP LYING OVER PORTIONS OF LOTS 5 THROUGH 9, INCLUSIVE, PORTIONS OF LOTS A THROUGH B, INCLUSIVE, PORTIONS OF LOTS D THROUGH E, INCLUSIVE, PORTIONS OF LOTS J THROUGH K, INCLUSIVE, AND PORTIONS OF LOTS R-S, INCLUSIVE.
- ③ AN EASEMENT FOR PUBLIC WATER, RECLAIMED WATER, SEWER, STREET LIGHT, DRAINAGE, AND PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES AND PERSONNEL AS SHOWN AND DEDICATED HEREON.
- ④ AN EASEMENT FOR PUBLIC UTILITY PURPOSES AS SHOWN AND DEDICATED HEREON.
- ⑤ AN EASEMENT TO THE PUBLIC FOR ACCESS PURPOSES FOR INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES, DEDICATED HEREON.
- ⑥ AN ACCESS EASEMENT FOR INGRESS AND EGRESS AND FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES OVER LOTS "B", "G" AND "P", DEDICATED TO THE PUBLIC HEREON.
- ⑦ AN EASEMENT FOR PUBLIC UTILITY AND INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES AS SHOWN AND DEDICATED HEREON.
- ⑧ AN EASEMENT FOR TEMPORARY ACCESS PURPOSES FOR INGRESS AND EGRESS AND THE CONSTRUCTION AND MAINTENANCE OF PRIVATE STREETS.
- ⑨ AN EASEMENT FOR A CLASS 1 BIKE TRAIL FOR PUBLIC USE.
- ⑩ A TRAIL EASEMENT FOR PUBLIC USE, MOTH SPECIFIED ON SHEETS.
- ⑪ A STORM DRAIN EASEMENT, AS SHOWN AND DEDICATED TO THE PUBLIC HEREON.
- ⑫ A DRAINAGE EASEMENT, AS SHOWN AND DEDICATED TO THE PUBLIC HEREON.
- ⑬ A FLOOD CONTROL EASEMENT, AS SHOWN AND DEDICATED TO THE PUBLIC HEREON.
- ⑭ AN EASEMENT FOR RIGHT OF WAY AND PUBLIC ROAD PURPOSES IN FAVOR OF THE CITY OF CORONA, RECORDED APRIL 12, 2017 AS INSTRUMENT NO. 2017-0146279, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.
- ⑮ AN EASEMENT TO THE PUBLIC FOR ACCESS PURPOSES FOR INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, DEDICATED HEREON.
- ⑯ A TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION AND MAINTENANCE PURPOSE IN FAVOR OF THE CITY OF CORONA, RECORDED APRIL 21, 2017 AS INSTRUMENT NO. 2017-0162502, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

SHEET INDEX

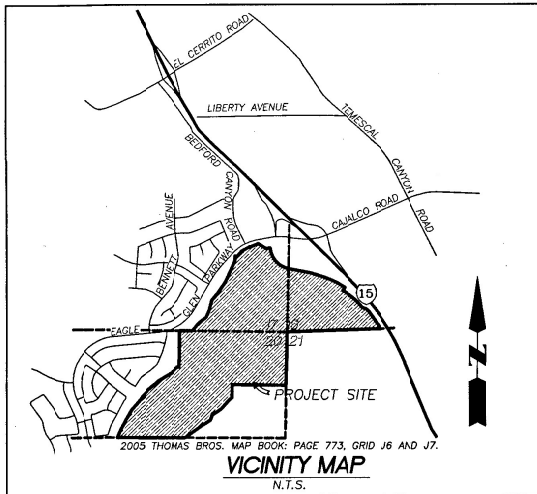
- ⑥ INDICATES SHEET NUMBER
--- INDICATES SHEET BOUNDARY

SHEET INDEX MAP



NOTES:

- SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENT AND SIGNATURE OMISSIONS.
SEE SHEET 3 FOR BOUNDARY DETAIL INFORMATION.
SEE SHEET 4 FOR ADDITIONAL BOUNDARY DETAIL INFORMATION, SURVEYOR'S NOTES, RECORD REFERENCES AND DATA TABLES FOR LINES AND CURVES.
SEE SHEET 6 THROUGH 13, INCLUSIVE, FOR LOT MAPS.
SEE SHEETS 14, 15 AND 16 FOR DETAILS.



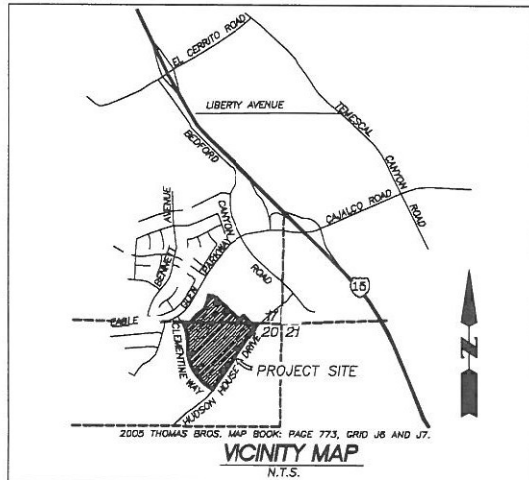
NUMBERED LOTS: 45
 LETTERED LOTS: 17
 ACREAGE IN NUMBERED LOTS: 33.047 A.C.
 ACREAGE IN LETTERED LOTS: 20.699 A.C.
 TOTAL ACREAGE: 53.746 A.C.

SHEET INDEX

- # INDICATES SHEET NUMBER
 --- INDICATES SHEET BOUNDARY

EASEMENT NOTES

- 1 A STORM DRAIN EASEMENT AS SHOWN AND DEDICATED ON TRACT 36294, RECORDED JULY 13, 2017, IN MAP BOOKS 458 PAGES 23 - 38.
- 2 A DRAINAGE EASEMENT AS SHOWN AND DEDICATED ON TRACT 36294, RECORDED JULY 13, 2017, IN MAP BOOKS 458 PAGES 23 - 38.
- 3 AN EASEMENT FOR PUBLIC WATER, RECLAIMED WATER, SEWER, STREET LIGHT, DRAINAGE, AND PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES AND PERSONNEL AS SHOWN AND DEDICATED ON TRACT 36294, RECORDED JULY 13, 2017, IN MAP BOOKS 458 PAGES 23 - 38.
- 4 AN EASEMENT FOR PUBLIC WATER, RECLAIMED WATER, SEWER, STREET LIGHT, DRAINAGE, AND PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES AS SHOWN AND DEDICATED HEREON.
- 5 AN EASEMENT FOR PUBLIC UTILITY PURPOSES AS SHOWN AND DEDICATED HEREON.
- 6 A DRAINAGE EASEMENT, AS SHOWN AND DEDICATED TO THE PUBLIC HEREON.
- 7 A STORM DRAIN EASEMENT, AS SHOWN AND DEDICATED TO THE PUBLIC HEREON.
- 8 AN EASEMENT FOR PUBLIC SEWER PURPOSES AS SHOWN AND DEDICATED HEREON.
- 9 AN EASEMENT TO THE PUBLIC FOR ACCESS PURPOSES FOR INGRESS AND EGRESS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES OVER LOT 12 AND LOTS "C", "L", "N" AND "R", DEDICATED TO THE PUBLIC HEREON.
- 10 A TRAIL EASEMENT FOR PUBLIC USE, AS SHOWN AND DEDICATED HEREON.
- 11 AN EASEMENT FOR PUBLIC WATER PURPOSES SHOWN AND DEDICATED HEREON.
- 12 AN EASEMENT FOR LANDSCAPE PURPOSES, AS SHOWN AND RETAINED HEREON.



NOTES:
 SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENTS.
 SEE SHEET 3 FOR BOUNDARY INFORMATION AND SURVEYOR'S NOTES.
 SEE SHEET 4 FOR ADDITIONAL BOUNDARY DETAIL INFORMATION, BASIS OF BEARING AND DATUM STATEMENT.
 SEE SHEET 6 THROUGH 16, INCLUSIVE, FOR LOT MAPS.
 SEE SHEET 17 AND 18 FOR LANDSCAPE EASEMENT INFORMATION.

IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

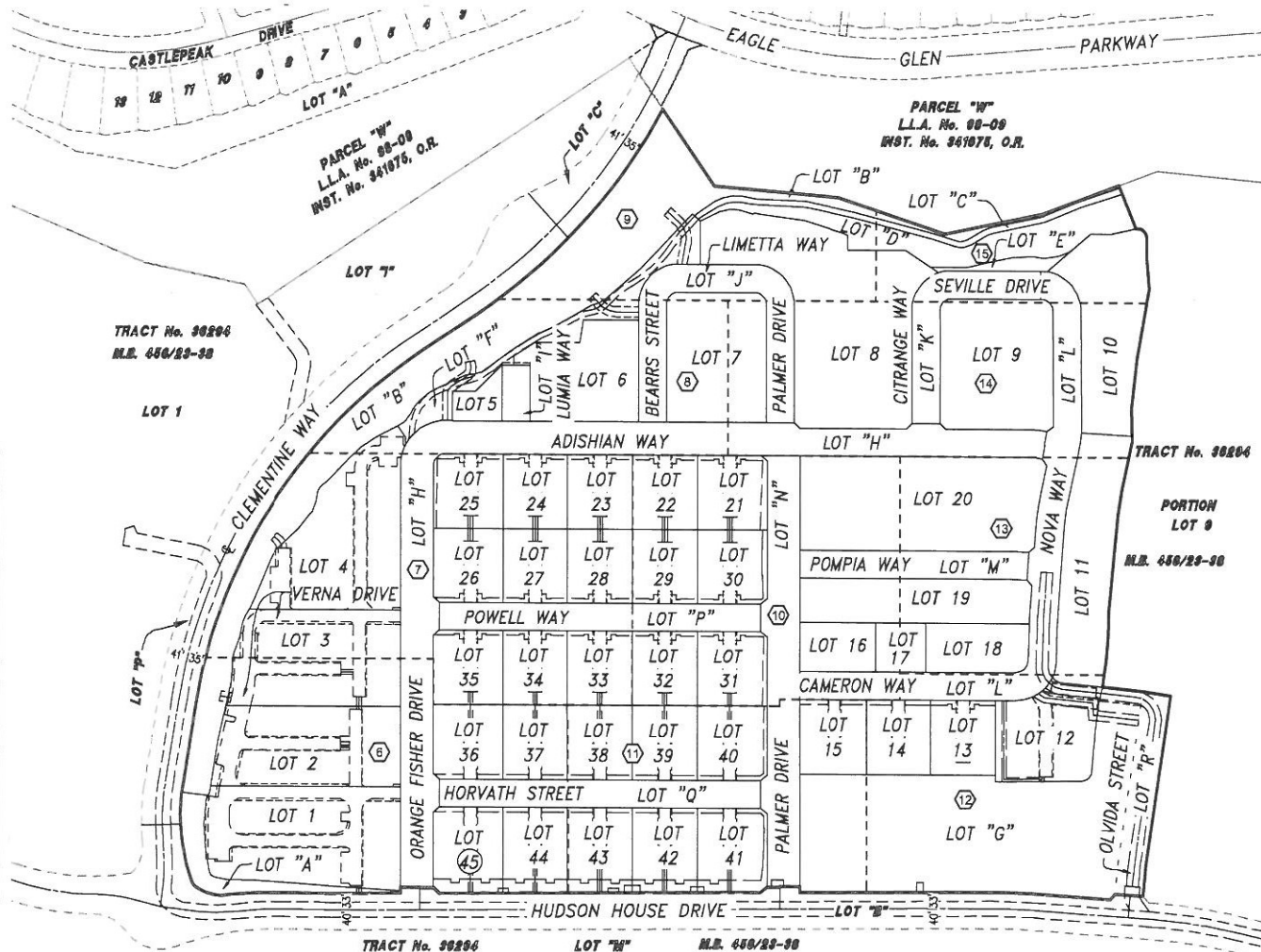
TRACT NO. 37030 (PHASE 1)

BEING A SUBDIVISION OF LOTS 2, 3, 4, 5, 6, 7, J AND U AND A PORTION OF LOT 9 OF TRACT MAP NO. 36294, FILED IN BOOK 456, PAGES 23 THROUGH 38, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

HUNSAKER AND ASSOCIATES, INC. AUGUST, SEPTEMBER & NOVEMBER, 2015.
 FOR CONDOMINIUM PURPOSES



0 75 150 300
 SCALE: 1" = 150'





Staff Report

File #: 22-0742

REQUEST FOR CITY COUNCIL ACTION

DATE: 09/21/2022

TO: Honorable Mayor and City Council Members

FROM: Fire Department

SUBJECT:

Resolution designating authority to act on behalf of the City for purposes of obtaining federal financial assistance provided by the United States Department of Homeland Security.

EXECUTIVE SUMMARY:

This staff report asks the City Council to adopt a Resolution designating authorized agents who are authorized to act on behalf of the City for the purpose of applying for and receiving federal financial assistance provided by the United States Department of Homeland Security (DHS) and sub-granted through the State of California, County of Riverside, and City of Riverside. This is a requirement of the California Governor's Office of Emergency Services. The Resolution will allow the City to continue to participate in and accept funding from the State Homeland Security Program (SHSP), Urban Area Security Initiative (UASI), and Emergency Management Program Grant (EMPG) for the grant performance periods of FY 2023, FY 2024 and FY 2025.

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2022-116 designating and authorizing the Fire Chief, Deputy Fire Chief, Police Chief, Police Captain and Emergency Services Manager to execute applications and documents for the purposes of obtaining federal financial assistance provided by the United States Department of Homeland Security and sub-granted through the State of California, County of Riverside, and City of Riverside.

BACKGROUND & HISTORY:

The DHS program grants provide funding to assist states and local governments in enhancing and sustaining emergency management capabilities in preparing for all hazards. The sub-grants are administered through the California Office of Emergency Services in cooperation with the County of Riverside and the City of Riverside. The City of Corona has applied for and received federal funding on an annual basis. The authorized agent designation is valid for a three-year term. Prior Resolution No. 2021-034 designated the authorized agents for the grant performance periods of FY 2020, FY

2021, and FY 2022. The renewal of the authorized agent designation will allow the City to continue to request federal funding.

ANALYSIS:

The California Governor's Office of Emergency Services requires that the Corona City Council adopt a resolution designating authorized agents who are authorized to act on behalf of the City for the purpose of applying for and receiving federal financial assistance provided by the DHS and sub-granted through the State of California, County of Riverside, and City of Riverside.

Adoption of the proposed Resolution will allow the City of Corona to continue to participate in and accept funding from the State Homeland Security Program (SHSP), Urban Area Security Initiative (UASI), and Emergency Management Program Grant (EMPG) for the grant performance periods of FY 2023, FY 2024 and FY 2025.

City Council adoption of Resolution No. 2022-116 designates the Fire Chief, Deputy Fire Chief, Police Chief, Police Captain, and Emergency Services Manager as Authorized Agents for this purpose.

FINANCIAL IMPACT:

There are no fiscal impacts associated with this item. The acceptance of federal financial assistance will be approved by City Council upon award.

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 designates authority for purposes of obtaining federal financial assistance, and there is no possibility that this project will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: JENNIFER SCHAEFER, MANAGEMENT ANALYST II

REVIEWED BY: BRIAN YOUNG, FIRE CHIEF

Attachments:

1. Exhibit 1 - Resolution No. 2021-034

RESOLUTION NO. 2022-116

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DESIGNATING AND AUTHORIZING THE FIRE CHIEF, DEPUTY FIRE CHIEF, POLICE CHIEF, POLICE CAPTAIN AND EMERGENCY SERVICES MANAGER TO EXECUTE APPLICATIONS AND DOCUMENTS FOR THE PURPOSES OF OBTAINING FEDERAL FINANCIAL ASSISTANCE PROVIDED BY THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND SUB-GRANTED THROUGH THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE AND CITY OF RIVERSIDE.

WHEREAS, the California Governor's Office of Emergency Services requires that the Corona City Council adopt a resolution designating authorized agents who are authorized to act on behalf of the City for the purpose of applying for and receiving federal financial assistance provided by the United States Department of Homeland Security and sub-granted through the State of California, County of Riverside and City of Riverside; and

WHEREAS, the City Council desires to designate the Fire Chief, Deputy Fire Chief, Police Chief, Police Captain and Emergency Services Manager as Authorized Agents for this purpose; and

WHEREAS, the City of Corona desires to continue to accept the State Homeland Security Program (SHSP), Urban Area Security Initiative (UASI) and Emergency Management Program Grant (EMPG) grants for performance periods covering the FY 2023, FY 2024 and FY 2025 SHSP, UASI and EMPG grants.

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

SECTION 1. Findings. The City Council hereby finds and determines that the above stated recitals are true and correct.

SECTION 2. Designation. The City Council hereby designates the Fire Chief, Deputy Fire Chief, Police Chief, Police Captain and Emergency Services Manager as Authorized Agents on behalf of the City of Corona and authorizes such individuals to execute and submit applications and other related documents, including agreements amendments, extensions and grant award documents, and to take any actions necessary for the purpose of obtaining federal financial assistance provided by the United States Department of Homeland Security and sub-granted through the State of California, County of Riverside and City of Riverside.

SECTION 3. Duration. That this authorization shall be in effect for the duration of the FY 2023, FY 2024 and FY 2025 grant performance periods of the SHSP, UASI and EMPG grants.

PASSED, APPROVED AND ADOPTED this 21st day of September 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 a regular meeting thereof held on the 21st day of September 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 21st day of September 2022.

City Clerk of the City of Corona, California

[SEAL]



Staff Report

File #: 22-0736

REQUEST FOR CITY COUNCIL ACTION

DATE: 09/21/2022

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

Public Hearing on the 2021-2022 Consolidated Annual Performance and Evaluation Report being filed with the United States Department of Housing and Urban Development.

EXECUTIVE SUMMARY:

The Consolidated Annual Performance and Evaluation Report is a federally mandated informational assessment report of activities implemented with Community Development Block Grant and HOME Investment Partnerships grant funds to address the needs of low- and moderate-income residents. This report covers July 1, 2021, to June 30, 2022. The report has been made available to the public before the public hearing. After the public hearing, the report will be submitted to the US Department of Housing and Urban Development.

RECOMMENDED ACTION:

That the City Council receive and file the 2021-2022 Consolidated Annual Performance and Evaluation Report and authorize the Community Services Director to submit the report to the United States Department of Housing and Urban Development.

BACKGROUND & HISTORY:

Federal regulations require the City of Corona to prepare an annual report called the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER is an informational assessment report of activities implemented by the City and its community partners with Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) grant funds.

The 2021-2022 CAPER covers a period from July 1, 2021 to June 30, 2022, as approved in the 2021-2022 Annual Action Plan, to address the needs of low- and moderate-income residents. Submission of the 2021-2022 CAPER marks the completion of the second year in the current Five-Year Consolidated Action planning cycle that covers July 1, 2020, through June 30, 2025.

ANALYSIS:

For the 2021-2022 program year, the City received \$1,209,556 of CDBG funds and \$497,089 of HOME funds from the United States Department of Housing and Urban Development (HUD), which were combined in the 2021-2022 Annual Action Plan with \$21,721 of unexpended prior year CDBG funds for a total investment of \$1,231,277 and the total HOME budget allocated to activities being \$497,089. This investment of CDBG and HOME funds was a catalyst for positive change in the community. The following information highlights the activities the City and its community partners implemented during the recently completed program year.

1. Affordable housing preservation and rehabilitation assistance to low- and moderate-income homeowners.

The City's Residential Rehabilitation Program completed one (1) forgivable loan project of approximately \$25,000 for a low-moderate income owner of a single-family home. Program accomplishments are lower than usual and directly tied to the pandemic. Throughout the program year, staff continued outreach efforts through social media, Community Connect advertisement, Code Compliance, and targeted outreach through hundreds of program mailers.

2. Fair housing services to residents.

The City of Corona provided financial support to the Fair Housing Council of Riverside County, Inc. to provide fair housing outreach, education, and enforcement activities, including landlord-tenant matters. The Fair Housing Council assisted 1,647 residents.

3. Code Compliance efforts to bring housing units into compliance.

The City's Code Compliance Division brought 217 housing units into compliance with local codes to ensure safe housing provided to low-moderate income residents of the CDBG Target Areas.

4. Special Needs services for residents.

The Peppermint Ridge Activity Center provided additional space for program activities for 22 adults with developmental and intellectual disabilities.

5. Miscellaneous Services for low- and moderate-income residents.

The ABC Hopes [Dis] Abilities and Life Skills Support Program provided services to 36 low-income residents. The Big Brothers Big Sisters of the Inland Empire provided mentoring to 12 youths. The Starting Over Path to Seed program assisted 62 residents in starting back on the road to self-sufficiency. The Voices for Children Court Appointed Special Advocates (CASA Program) assisted 13 youths during the program year.

6. Phase I Homeless Shelter Rehabilitation planning and construction.

To address homeless needs, the City focused on its Community Facilities goal in the Consolidated Plan by using CDBG funds to rehabilitate the City's homeless shelter for use as a low-barrier emergency shelter. Phase 1 of the rehabilitation work that used CDBG funds is complete. Currently under design is Phase 2 improvement. Upon completion of Phase 2, the shelter will open.

7. The 2021-2022 Corona Senior Center Rehabilitation Project made significant strides and is currently in the final stages of the design phase with an anticipation date to bid, award the project, and complete construction during the upcoming 2022-2023 program year.

In addition to the City's normal CDBG and HOME programs, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act authorizing \$2.2 trillion in various stimulus measures to prevent, prepare for, and respond to the COVID-19 pandemic. The City received a special allocation of \$1,670,542 of CDBG funds under the CARES Act, referred to in the CAPER as "CDBG-CV" funds. The City Council allocated these funds to prevent eviction and foreclosure for low- and moderate-income residents experiencing negative economic impacts due to the COVID-19 pandemic. The City Council also authorized a portion of these funds to implement a Personal Protective Equipment (PPE) Grants for Businesses program that provides \$5,000 grant assistance to Corona businesses that need to purchase PPE necessary to implement social distancing requirements by federal and state guidelines to protect public and employee health.

During the 2021-2022 program year, the Community Assistance team implemented rental assistance, mortgage assistance, and business assistance programs.

8. Emergency Housing Needs Assistance - Rental

This program provided up to six (6) months of short-term rental and utility assistance to 81 households to prevent eviction or utility shutoff during the pandemic.

9. Emergency Housing Needs Assistance - Mortgage

This program provided up to six (6) months of short-term mortgage and utility assistance to 19 households to prevent eviction or shutoff during the pandemic.

10. Provided Personal Protective Equipment Grants to Businesses

This program issued eight (8) business grants to pay for the cost of PPE necessary to implement social distancing requirements in accordance with federal and state guidelines to protect public and employee health.

Citizen Participation

HUD regulations require the 2021-2022 CAPER to be made available to citizens for public comment. Per HUD regulations, a 15-day public notice was published in the *Sentinel Weekly News* on September 2, 2022, inviting the public to comment on the CAPER. The draft CAPER was available for public review at the City Clerk's Office, Corona Public Library, Community Services Department, and online on the City's CDBG webpage.

FINANCIAL IMPACT:

Adequate resources are available in the Fiscal Year 2022-2023 Budget for the preparation and submittal of the City's 2021-2022 CAPER to HUD.

ENVIRONMENTAL ANALYSIS:

No environmental impact is associated with the submission of the 2021-2022 CAPER or submission of the report to HUD. This action is exempt from the National Environmental Policy Act and does not constitute a project under the California Environmental Quality Act.

PREPARED BY: FRANK PEREZ, CDBG CONSULTANT & CYNTHIA LARA, COMMUNITY ASSISTANCE MANAGER

REVIEWED BY: ANNE K. TURNER, COMMUNITY SERVICES DIRECTOR

Attachments:

1. Exhibit 1 - 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER)

2021-2022 Consolidated Annual Performance and Evaluation Report

Community Development Block Grant
HOME Investment Partnerships Program



Draft

September 21, 2022

CITY COUNCIL

Wes Speake

Mayor – District 5

Tony Daddario

Vice Mayor – District 2

Jacque Casillas

Councilmember – District 1

Tom Richins

Councilmember – District 3

Jim Steiner

Councilmember – District 4

Prepared by:

The City of Corona
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Corona, CA 92882
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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.
91.520(a)

This 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) is the City of Corona's report to the U.S. Department of Housing and Urban Development (HUD) describing the use of federal Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds during the second program year of the 2020-2024 Consolidated Plan period. This report covers the period beginning July 1, 2021, and ending June 30, 2022.

The City receives CDBG and HOME funds from HUD on a formula basis each year, and in turn, implements housing, community and economic development projects and awards public service capacity building grants to nonprofit organizations for projects in furtherance of the adopted Consolidated Plan. The CDBG and HOME programs generally provide for a wide range of eligible activities for the benefit of Corona residents.

For the 2021-2022 program year, the City received \$1,209,556 of CDBG funds and \$497,089 of HOME funds from HUD. The City also allocated \$21,721 of unexpended prior year CDBG funds. The total budget allocated in the 2021-2022 Action Plan included \$1,231,277 of CDBG funds and \$497,089 of HOME funds. Together with other federal, state and local investments, HUD resources allowed the City and its community partners to:

- Provide fair housing services to 1,647 residents
- Bring 217 housing units into compliance with local codes
- Complete 1 owner-occupied dwelling under the Residential Rehabilitation Program
- Substantially complete the rehabilitation of a homeless emergency shelter (Phase I in PY 2020-2021 and beginning of Phase II (non-CDBG funded) in PY 2021-2022
- Substantially make strides in the completion of design phase for the 2021-2022 Corona Senior Center Rehabilitation project
- Provide one-on-one mentoring for 12 student youth from low-income families
- Provide life-skills support to 36 low-income residents
- Provide life-skills training and housing for 62 residents starting back on the path to self-sufficiency
- Provide nursing services for 22 developmentally disabled adults
- Provide assistance to 13 foster youths through CASA (Court Appointed Special Advocate) Program

Table 1 provides a summary of the five-year and one-year accomplishments for the period ending June 30, 2022, arranged by each of the Strategic Plan Goals included in the 2020-2024 Strategic Plan of the Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Strategic Plan & Program Year to Date

Goal	Category	2021-2022 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2021-2022 Program Year 1		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Affordable Housing	Affordable Housing	CDBG: \$100,000 HOME: \$447,381	Rental units constructed	Housing Unit	60	0	0.0%	0	0	0.0%
			Tenant-based rental assistance	Households	60	0	0.0%	30	0	0.0%
			Code Enforcement	Housing Unit	375	476	126.9%	75	217	289.3%
			Owner Units Rehabilitated	Housing Unit	30	2	6.7%	6	1	16.7%
Public Services	Public Services	CDBG: \$178,650	People	People	5,355	4,012	74.9%	2,308	1,792	77.6%
Community Facilities	Non-Housing Community Development	CDBG: \$714,229	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	People	159,595	0	0%	70	0	0.0%
CDBG-CV	COVID-19 Response	CDBG-CV: \$1,670,542	People receiving emergency housing assistance	People	267	95.5%	255	267	255	95.5%
			Businesses	Businesses	45	17.8%	8	45	0	0%

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the second program year of the current five-year planning cycle, the City and its housing and community development partners made progress toward many of the five-year goals.

To address homeless needs, the City focused on its Community Facilities goal in the Consolidated Plan by rehabilitating a public facility for use as a low-barrier emergency shelter. Phase 1 of the rehabilitation work was funded with CDBG funds and is complete; however, the shelter opening will not occur until Phase 2 work including accessibility modifications are complete and a service provider is selected to operate the facility. Phase 2 is anticipated to be completed during the 2022-2023 Program Year.

To address community development needs for infrastructure, the Public Works Department substantially completed the 2018-2019 CDBG Sidewalk Project and will close out the project during the 2022-2023 program year when the notice of completion is issued and the contractor 5 percent retention payment is issued. The sidewalk project replaced damaged sections of sidewalks and to install accessible curb ramps on residential streets in low- and moderate-income areas.

The 2021-2022 Corona Senior Center Rehabilitation Project made significant strides and is currently in final stages of design phase with and anticipation date to bid, award the project, and complete construction during the upcoming 2022 program year.

The City of Corona's CDBG Public Service Grant partners selected for the 2021-2023 program years implemented programs that provide critical services to low- and moderate-income residents, residents with special needs and residents who may be facing homelessness. The Peppermint Ridge nursing services program provided care for 22 developmentally disabled adults residing at Peppermint Ridge.

To address housing needs, the CDBG-funded Fair Housing Program served 1,647 people, confirming that a high need exists for these services in the community. The CDBG-funded Residential Rehabilitation Program completed one loan to address critical home repair needs to preserve the supply of housing affordable to low- and moderate-income residents.

Individual activity expenditures and accomplishments are shown in Figure 1 and Figure 2 on the following pages.

Figure 1 – Use of CDBG and HOME Funds

Strategic Plan Goal / Activity	Source	Allocation	Spent through 6/30/22	Percent Spent
1. Affordable Housing				
^2019-20 Acquisition for Affordable Housing	CDBG	\$600,000.00	\$600,000.00	100.0%
^2019-20 Residential Rehabilitation Program	CDBG	\$411,526.63	\$13,105.13	3.2%
^2019-20 Residential Rehabilitation Program	HOME	\$568,556.00	\$33,413.00	5.9%
^Tenant-Based Rental Assistance	HOME	\$372,817.00	\$0.00	0.0%
Code Enforcement	CDBG	\$100,000.00	\$60,070.03	60.1%
	Subtotal	\$2,052,899.63	\$706,588.16	34.4%
2. Public Services				
ABC Hopes - [DIS]Abilities Life Skills Support	CDBG	\$25,000.00	\$25,000.00	100.0%
Assistance League - Operation School Bell (Canceled)	CDBG	\$25,000.00	\$0.00	0.0%
Big Brothers Big Sisters - Bigs with Badges Program	CDBG	\$25,000.00	\$16,803.39	67.2%
Fair Housing Council of Riverside County	CDBG	\$28,650.00	\$28,285.55	98.7%
Peppermint Ridge - Skilled Nursing Services	CDBG	\$25,000.00	\$25,000.00	100.0%
Starting Over Inc. - Path to SEED Program	CDBG	\$25,000.00	\$25,000.00	100.0%
Voices for Children - CASA Program	CDBG	\$25,000.00	\$25,000.00	100.0%
	Subtotal	\$178,650.00	\$145,088.94	81.2%
3. Community Facilities				
Corona Senior Center Rehabilitation	CDBG	\$714,229.00	\$11,827.88	1.7%
^Homeless Emergency Shelter Rehabilitation	CDBG	\$1,004,693.00	\$1,003,459.38	99.9%
4. Infrastructure				
^2018-2019 CDBG Sidewalk Improvements	CDBG	\$600,000.00	\$521,807.38	87.0%
5. Planning and Administration				
CDBG Administration	CDBG	\$238,398.00	\$116,112.34	48.7%
HOME Administration	HOME	\$49,708.00	\$0.00	0.0%
	Subtotal	\$288,106.00	\$116,112.34	40.3%
Total for all Goals:		\$4,124,348.63	\$2,493,056.20	60.4%
*All activities were approved as part of the 2021-2022 Action Plan except as otherwise noted.				
^Activity will continue to be implemented during the 2022-2023 Program Year to utilize remaining funds.				

Figure 2 – Program Year Accomplishments by Strategic Plan Goal

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual	Percent
1. Affordable Housing				
^Affordable Housing Development	Housing Units	0	0	0.0%
^2019-20 Acquisition for Affordable Housing	Housing Units	0	0	0.0%
^2019-20 Residential Rehabilitation Program (CDBG)	Housing Units	3	0	0.0%
^2019-20 Residential Rehabilitation Program (HOME)	Housing Units	3	1	33.3%
^Tenant-Based Rental Assistance	Households	20	0	0.0%
Code Enforcement	Housing Units	75	217	289.3%
2. Public Services				
ABC Hopes - [DIS]Abilities Life Skills Support	People	121	36	29.8%
Assistance League - Operation School Bell (Canceled)	People	175	0	0.0%
Big Brothers Big Sisters - Bigs with Badges Program	People	15	12	80.0%
Fair Housing Council of Riverside County	People	1,860	1,647	88.5%
Peppermint Ridge - Skilled Nursing Services	People	24	22	91.7%
Starting Over Inc. - Path to SEED Program	People	100	62	62.0%
Voices for Children - CASA Program	People	13	13	100.0%
3. Community Facilities				
^Homeless Emergency Shelter Rehabilitation	People	70	0	0.0%
4. Infrastructure				
Corona Senior Center Rehabilitation	Public Facility	1	0	0.0%
5. Planning and Administration				
CDBG Administration	N/A	-	-	-
HOME Administration	N/A	-	-	-
*All activities were approved as part of the 2021-2022 Action Plan except as otherwise noted.				
^Activity will continue to be implemented during the 2022-2023 Program Year to utilize remaining funds.				

COVID-19 Response

In response to the COVID-19 pandemic, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act and it was signed into law on March 27, 2020, authorizing \$2.2 trillion for a variety of measures to prevent, prepare for, and respond to the COVID-19 pandemic. Under the CARES Act, HUD provided a special allocation of CDBG funds to the City of Corona in the amount of \$1,670,542. The total allocation was awarded to the City by HUD in two installments, necessitating two substantial amendments to the City's 2019-2020 Action Plan, which were completed on June 3, 2020, and on November 18, 2020. The City Council approved three programs to use CDBG-CV funds to address COVID-19, through the first two amendments. During the 2021-2022 Program Year, the Corona City Council approved a third amendment to the 2019-2020 Annual Action Plan that canceled the Corona Emergency Related Activities Project (\$176,000), and reduced the Personal Protective Equipment Grant by \$100,000 allowing \$276,000 to be reprogrammed into the City's Emergency Housing Needs Assistance Program (EHNAP). A description of the CDBG-CV funded projects include the following:

1. The Emergency Housing Needs Assistance Program (EHNAP) helps prevent eviction for renter households and prevent foreclosure for homeowner households. The maximum grant for a renter household or an owner household is \$12,000 over a maximum period of up to six (6) months. Households receiving assistance must document that they are low- and moderate-income households that were impacted by the COVID-19 pandemic and are unable to make their housing and/or utility payments on their own.
2. The Personal Protective Equipment Grants for Businesses program provides grants of up to \$5,000 to eligible businesses to reimburse costs for personal protective supplies and equipment (PPE) necessary to implement social distancing requirements in accordance with Federal and state guidelines to protect public and employee health. Businesses must have a physical location in the City of Corona that is open to the public. Examples of eligible businesses include but are not limited to nail shops, hair salons, restaurants, small gyms, retail stores, or other service-oriented businesses. As a general principle, grants will only be provided in cases where it can be reasonably determined and documented that the applicant business has been adversely impacted by the COVID-19 pandemic and based on the nature of its business, is required to have PPE to allow for safe operation. The business must have been established and served the public prior to March 13, 2020. Receipts and proof of at least three price quotes will be required to receive grant reimbursement. No funds shall be advanced prior to the City's determination that the grant application and all required paperwork is complete.

Individual activity expenditures and accomplishments are shown in Figure 3 and Figure 4 on the following pages.

Figure 3 – Use of CDBG-CV Funds

Strategic Plan Goal / Activity	Source	Allocation	Spent through 6/30/22	Percent Spent
1. CDBG-CV Emergency Housing Needs Assistance				
Rental Assistance	CDBG-CV	\$861,877.00	\$581,063.00	67.42%
Mortgage Assistance	CDBG-CV	\$350,000.00	\$139,429.36	39.84%
	Subtotal	\$1,211,877.00	\$720,492.36	59.45%
3. CDBG-CV Planning, Administration, and Monitoring				
[^] CDBG Administration	CDBG-CV	\$334,108.00	\$150,853.09	45.15%
4. CDBG-CV Business Assistance				
[^] Personal Protective Equipment Grants for Businesses	CDBG-CV	\$124,557.00	\$38,517.62	30.92%
Total for all Goals:		\$1,670,542.00	\$909,863.07	54.47%
*All activities were approved as part of the 2019-2020 Action Plan Amendments for CDBG-CV.				
[^] Activity will continue to be implemented during the 2022-2023 Program Year to utilize remaining funds.				

CDBG-CV funds have a six-year period of performance under the grant agreement between the City and HUD. Therefore, CDBG-CV funds must be fully spent by June 24, 2026. Accordingly, the City will continue to implement the Rental Assistance, Mortgage Assistance, and Business Assistance programs until these funds are fully expended. The City expects to meet the CDBG-CV 80 percent expenditure deadline on or before the end of the third year of the period of performance, which is August 12, 2023.

Figure 4 – Program Year Accomplishments for CDBG-CV

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual	Percent
1. CDBG-CV Emergency Housing Needs Assistance				
Rental Assistance	People	180	217	120.6%
	Households	60	81	135.0%
Mortgage Assistance	People	87	38	43.7%
	Households	29	19	65.5%
3. CDBG-CV Planning, Administration, and Monitoring				
[^] CDBG Administration	N/A	-	-	-
4. CDBG-CV Business Assistance				
[^] Personal Protective Equipment Grants for Businesses	Businesses	45	8	17.8%
*All activities were approved as part of the 2019-2020 Action Plan Amendment No. 2 for CDBG-CV.				
[^] Activity will continue to be implemented during the 2022-2023 Program Year to utilize remaining funds.				

Describe how the City has evolved its system of care over the last year to address homelessness and describe the most impactful result of this change

On January 23, 2019, City Council established the Homelessness Resources Committee to work with public and private stakeholders to evaluate the homeless issue in Corona. Through community engagement and evaluation of homeless response efforts in other regions, in November of 2019, the Committee concluded that a coordinated, systems approach was needed to effectively address homelessness in Corona. A systems-oriented approach provides “whatever-it-takes” action, continuity of care, and a path to housing.

On November 21, 2019, the City hired a Homeless Solutions Manager to develop a Homeless Strategic Plan. On December 18, 2019, City Council established the Homeless Strategic Plan Ad Hoc Committee to support the strategic plan development process.

During the months of December 2019 through May 2020, the Strategic Plan was developed through a highly collaborative process. Key components of the plan include Community Engagement; 2) Needs Assessment; 3) Cost Impact Analysis, and 4) Analysis of Best Practices and Models.

On June 17, 2020, the City Council adopted the Homeless Strategic Plan and approved the Homeless Program budget to develop a system of services in FY 2021. The system of services includes development of a low-barrier emergency shelter/navigation center for males, expansion of a motel voucher emergency shelter program for females and families, expanded outreach and engagement services, permanent supportive housing, and tenant-based rental assistance.

On August 4, 2021, the City Council approved the fiscal year 2022 Homeless Solutions Action Plan in furtherance of the 10 goals of the City of Corona Homeless Strategic Plan. The Homeless Solutions Action Plan identifies three priority populations and the corresponding services to be offered by the City and its partners:

1. Unaccompanied Chronically Homeless Individuals & Unsheltered Street Homeless Individuals
 - a. Outreach and Engagement
 - b. Low-Barrier Emergency Shelter
 - c. Navigation Center/Multi-Service Center
 - d. Permanent Supportive Housing
2. Situationally Homeless Individuals and Families
 - a. Outreach and Engagement
 - b. Low-Barrier Emergency Shelter
 - c. Workforce Development Programs

d. Affordable Housing

3. At-Risk of Homeless Individuals and Families

- a. Eviction Prevention Programs
- b. Workforce Development Programs
- c. Utility, Food, Clothing, and Transportation Assistance Programs

To expand the capacity of the system of care locally, the City invested CDBG funds to rehabilitate a public facility for use as a low-barrier emergency shelter. Phase 1 of the rehabilitation work was funded with CDBG funds and is complete; however, the shelter opening will not occur until Phase 2 work including accessibility modifications are complete and a service provider is selected to operate the facility. The service provider selection process is underway as of this writing. Phase 2 of the rehabilitation work is anticipated to be completed during the 2022-2023 Program Year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Corona Homeless Solutions Manager is the Chair of the Riverside County Continuum of Care. Accordingly, the City of Corona plays a key role in the development of policies and programs that address the needs of the homeless throughout the region. In addition, the City's Homeless Strategic Plan was developed in close collaboration with the Continuum of Care and multiple County Agencies that provide regional services and funding to prevent and end homelessness. Further, the City's Homeless Strategic Plan established a framework for the development of a local, comprehensive system of services.

The Plan also contained goals and implementing strategies that will result in the development of new services, emergency shelter, and permanent housing for the homeless. In addition, there are goals and strategies to connect to existing programs that serve the homeless. Through this two-pronged method, the City has developed a dynamic and responsive approach to address the needs of transitionally and chronically homeless individuals and families, families with children, veterans, unaccompanied youth, persons who are at risk of homelessness, and other homeless sub-populations such as victims of domestic violence, persons with physical disabilities, persons living with mental illness and/or substance abuse and persons chronic health issues.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Although the City of Corona does not receive ESG funds, the City does have

representation in this process because the Corona Homeless Solutions Manager is the Chair of the Riverside County Continuum of Care. By extension, the City of Corona plays a key role in the development of funding policies, performance standards and processes to evaluate outcomes for ESG, CESH, HHAP, CoC, and other funds administered through the Riverside Continuum of Care. As part of this process, the City is also very involved developing policies and procedures that govern the administration of the regional HMIS and CES Systems.

At every Continuum of Care meeting, the Chair and Vice Chair work with County staff to ensure that there are committee reports from the HMIS Administrators Council, CES System Oversight Committee, Standards and Evaluation Committee, Planning Committee, Housing and Sustainability Committee, and the Youth Advisory Committee. The purpose of the committee reports is to ensure that the Riverside Continuum of Care is a high performing, outcomes-oriented system of services. Continuum of Care meetings also focus on the status of each funding source in terms of commitment and spending levels as well as achievement of outcomes and performance metrics. If there are challenges that require course correction, the Continuum of Care develops policy recommendations that are submitted to the CoC Board of Governance for approval.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Race/Ethnicity	CDBG	HOME
White	1,450	1
Black or African American	296	-
Asian	84	-
American Indian or American Native	23	-
Other	188	-
Total	2,041	1
Hispanic	907	1
Not Hispanic	1,134	-

Narrative

Table 2 provides an aggregate of race and ethnicity data for persons and/or household housing units reported as served during the program year based on accomplishment data from CDBG and HOME activities reported in HUD's Integrated Disbursement and Information System (IDIS). Based on IDIS programming for the CAPER template in the eConPlanning Suite, not all racial / ethnic categories are represented.

Based on the information in Table 2, a diverse mix of people and/or households benefitted from CDBG and/or HOME funded housing, community facilities or public service projects during the program year.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Table 3 - Resources Made Available

Source of Funds	Resources Made Available	Amount Expended During Program Year
CDBG	\$1,231,277	\$237,888.57
HOME	\$497,089	\$0.00
Total	\$1,728,366	\$237,888.57

Narrative

For the 2021-2022 program year, the City received \$1,209,556 of CDBG funds and \$497,089 of HOME funds from HUD. The City also allocated \$21,721 of unexpended prior year CDBG funds. The total budget allocated in the 2021-2022 Action Plan included \$1,231,277 of CDBG funds and \$497,089 of HOME funds. This investment of CDBG and HOME funds was a catalyst for positive change in the community.

Identify the geographic distribution and location of investments

Table 4 – Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Target Areas	6.5	25.2	Code Enforcement

Narrative

The 2021-2022 Action Plan included expenditures of \$237,888.57 to benefit low- and moderate-income people throughout the City. Of this amount, \$60,070 or 25.2 percent benefitted the CDBG Target Areas. The other 74.8 percent benefitted low- and moderate-income individuals and families as determined through individual income qualification procedures.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

All applicants for CDBG funds are strongly encouraged to leverage their CDBG request with other funding sources. This is a factor used when making funding recommendations to the City Council. The City supports applications by other entities for additional federal resources for proposed projects or programs as long as they are consistent with the City's policies, ordinances, and the Strategic Plan.

HUD provided a 100% reduction of Corona's match requirement for FY2021 due to COVID-19. Ordinarily, HUD requires HOME Participating Jurisdictions (PJs) to match 25 percent of their non-administrative HOME expenditures during a Federal Fiscal Year. The City of Corona's HOME Match is shown in Table 5.

Table 5 – Fiscal Year Summary - HOME Match Report

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	\$8,302,296.32
2. Match contributed during current Federal fiscal year	\$0.00
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	\$8,302,296.32
4. Match liability for current Federal fiscal year	\$0.00
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	\$8,302,296.32

Table 6 – Match Contribution for the Federal Fiscal Year

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contrib.	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Prep., Const. Materials, Donated labor	Bond Financing	Total Match
-	-	-	-	-	-	-	-	-

Table 7 – Program Income

Program Income – Enter the program amounts for the reporting period				
1. Balance on hand at beginning of reporting period	2. Amount received during reporting period	3. Total amount expended during reporting period	4. Amount expended for TBRA	5. Balance on hand at end of reporting period
\$509,872.84	\$324,198.04	\$7,212.50	\$0.00	\$800,657.88

HOME MBE/WBE report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

Table 8 – Minority Business and Women Business Enterprises

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	1	0	0	0	0	1
Dollar Amount	\$35,000	\$0	\$0	\$0	\$0	\$35,000
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	\$0	\$0	\$0	\$0	\$0	\$0
	Total	Women Business Enterprises		Male		
Contracts						
Number	1	0		1		
Dollar Amount	\$35,000	\$0		\$35,000		
Sub-Contracts						
Number	0	0		0		
Dollar Amount	\$0	\$0		\$0		

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

Table 9 – Minority Owners of Rental Property

	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	\$0	\$0	\$0	\$0	\$0	\$0

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

Table 10 – Relocation and Real Property Acquisition

Parcels Acquired	0	\$0
Businesses Displaced	0	\$0
Nonprofit Organizations Displaced	0	\$0
Households Temporarily Relocated, not Displaced	0	\$0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	\$0	\$0	\$0	\$0	\$0	\$0

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Table 11 – Number of Households

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	30	0
Number of non-homeless households to be provided affordable housing units	6	1
Number of special-needs households to be provided affordable housing units	0	0
Total	36	1

Table 12 – Number of Households Supported

	One-Year Goal	Actual
Number of households supported through rental assistance	30	0
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	6	1
Number of households supported through the acquisition of existing units	0	0
Total	36	1

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Tables 11 and 12 reflect the City's affordable housing goals and accomplishments for the 2021-2022 program year. HUD defines affordable rental housing in Section 215(a) of the National Affordable Housing Act as housing rented at less than the fair market rent; or a rent that does not exceed 30 percent of the adjusted income of a family whose income equals 65 percent of the median income for the area, with adjustment for number of bedrooms in the unit, except that HUD may establish income ceilings higher or lower than 65 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. In HOME-funded rental projects of five or more units, Section 215 specifies that not less than 20 percent of the units must be occupied by

households earning less than 50 percent of area median income when the project includes 5 or more HOME-assisted units. HUD defines affordable ownership housing in Section 215(b), whereby the housing does not have an initial purchase price or after-rehabilitation value that exceeds 95 percent of the median purchase price for the area, as determined by HUD or in accordance with a local market study pursuant to 24 CFR 92.254(a)(2)(iii).

During 2021-2022, the City preserved and revitalized deteriorated one owner-occupied housing unit by providing a loan to improve the City's aging single-family housing stock as part of the Residential Rehabilitation Program implemented by the Community Development Department. The program slowed significantly during the COVID-19 pandemic as residents were not comfortable with staff and contractors regularly coming into contact in their homes. With access to vaccinations and improved safety measures, the City expects to see a gradual increase in interest for the Residential Rehabilitation program and will continue to offer the program to interested residents using funds already on the books.

The Tenant-Based Rental Assistance program planned for program year 2021-2022 did not start on time. The City focused its efforts on the rehabilitation of the emergency shelter and plans to select an operator for this program during the 2022-2023 program year that will focus not only on rapid re-housing with TBRA but also on eviction prevention as the City exhausts its CDBG-CV funded Emergency Housing Needs Assistance public service program funds.

In 2019-2020, the City purchased a 4.82-acre surplus property from the Riverside County Transportation Commission (RCTC) at Second Street and Buena Vista. This site will be used for future development of affordable housing, potentially including several permanent supportive housing units for chronically homeless people. In the 2020-2021 program year, the City issued an RFP for an affordable housing developer to build on this site. During the 2021-2022 Program Year, a developer has been selected and the City has been negotiating the developer agreement. Subject to completion of project financing, the City and Developer anticipate completing agreements during the 2022-2023 Program Year.

Discuss how these outcomes will impact future annual action plans.

In future annual action plans under the 2020-2024 Consolidated Plan – Strategic Plan that established a new strategy to comprehensively address homelessness in Corona, the City will prioritize funding for the development of affordable housing that may include permanent supportive housing or other housing options to address the needs of homeless, extremely-low income, low-income, and moderate-income residents in need of affordable housing. Additionally, for the 2021-2022 program year, the City made CDBG public service funding available to nonprofit organizations for the 2021-2022 program year with an option to renew the grants for three additional program years to cover the remainder of the 2020-2024 Consolidated Plan period. These efforts support the Consolidated Plan, the Homeless Strategic Plan, and the City's Strategic Plan.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Table 13 – Number of Persons Served

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	1
Total	0	1

Narrative Information

The Consolidated Plan - Strategic Plan identified a high priority need to increase the supply of affordable housing and a high priority need to preserve the supply of affordable housing. To address what HUD defines as “worst case housing need” – low-income residents who pay more than 50 percent of their income for housing costs—the City has prioritized the investment of CDBG funds and HOME funds in support of projects that increase the supply of affordable housing through housing development, particularly the project at the Second and Buena Vista 4.82-acre site. The City also provided HOME funds in the 2021-2022 Action Plan for a tenant based rental assistance program that will rapidly re-house an estimated 30 homeless households once the program operator is selected. The City also used previously allocated HOME funds to preserve one affordable housing unit through the City of Corona Residential Rehabilitation Program.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Corona utilizes a public/private outreach and engagement model to assess the needs of the homeless in Corona. This model is critical given the 2022 Point in Time Count of the Homeless identified 110 unsheltered homeless, and 78 sheltered homeless. A total of 188 in its most recent count, a 6% increase in the City of Corona from the last count in 2020. The public side of the model is the Corona Police Department Homeless Outreach & Psychological Evaluation (HOPE) Team. The private side of the model is City Net, a contracted nonprofit partner. The City's Homeless Strategic Plan was adopted in June of 2020. The plan contains a goal to expand outreach and engagement given the large number of unsheltered homeless in the City. In July 2020, the City successfully expanded outreach and engagement services using general funds and a DOJ grant to increase the HOPE Team from 2 to 4 Officers.

The HOPE Team and City Net combine multiple disciplines to provide a comprehensive approach to outreach and engagement. The HOPE Team and City Net conduct outreach and engagement throughout the City. As part of the outreach process, each homeless individual and/or family receives a detailed field assessment to determine needs and appropriate resources. After field assessments are conducted, homeless clients are connected to a wide variety of supportive services, shelter, and housing through the City's system of services as well as through other public and private partners in the community.

Addressing the emergency shelter and transitional housing needs of homeless persons

As part of Corona's Homeless Strategic Plan adoption, City Council approved the development of a comprehensive system of services, shelter, and housing in FY 2021. This includes the development of a low-barrier, emergency shelter/navigation center and an expansion of the City's existing motel voucher emergency shelter program. Using CDBG funds, Corona renovated a city-owned facility for use as an emergency shelter/navigation center which will serve 30 single males after completion of Phase 2 accessibility improvements and selection of the shelter operator via RFP, and is anticipated to be completed in Program Year 2022-2023. Currently, the City's motel shelter program serves single males, single females, and families; however, once the shelter/navigation center opens to serve single males, the motel program may transition to only serve single females and families.

It should be noted that the City's motel program operates as a low-barrier shelter and

provides a variety of supportive services. Since the City's Motel Emergency Shelter Program was launched in January of 2020, the program has provided thousands of shelter bed nights to homeless individuals and homeless families. While the strategic plan focuses on a low-barrier emergency shelter with quick transitions to housing, the City does coordinate with transitional shelter providers for certain homeless sub-populations such as youth and veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In June 2020 and November 2020, City Council approved \$585,877 of CARES Act funding to establish a homeless prevention / emergency housing needs assistance program. The program is designed to help low-income families and individuals who are at risk of becoming homeless. Since June 2020, 81 households have avoided eviction because of this CDBG-CV housing assistance program that provides assistance for rent and utilities for up to three months. Because Homeless Prevention is an important goal in the Homeless Strategic Plan, the City hopes to secure additional funding and/or to establish new partnerships to expand homeless prevention efforts. As a member of the CoC, the City has established important relationships with many public and private partners. Accordingly, the city coordinates with different County agencies and nonprofit organizations to connect Corona residents to housing, health, social services, employment, education, and youth programs. This level of coordination has been especially important due to COVID-19 impacts on the economy.

As the Chair of the Continuum of Care, the City's Homeless Solutions Manager works with the County, CoC Board of Governance and Continuum of Care partners to ensure that regional discharge planning protocols and partnerships are in place with foster care and other youth facilities, health care, mental health care, and correctional facilities. Discharge planning coordination with these facilities is a mandate from HUD; therefore, to qualify for Federal CoC funds, the County, on behalf of the Riverside Continuum of Care, must certify that this level of regional coordination is in place when submitting the annual funding application to HUD. In addition, the CoC has sub-committees that focus on HMIS and CES. These systems track last known address data and assist the CoC in determining if homeless are being discharged from any of these facilities to the streets. This helps the CoC to course correct and strengthen discharge planning throughout the region.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the

transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City's Homeless Strategic Plan includes a comprehensive needs assessment. This needs assessment concluded that the City's largest homeless subpopulation is the chronically homeless who are living with co-occurring diagnoses such as mental illness, substance abuse, health issues and physical disabilities. More specifically, the City's March 2019 homeless census confirmed that 76% of Corona's homeless have been on the streets for over a year with some as long as 15 to 20 years and that 96 homeless individuals fit the definition of chronically homeless. Calls for service data from the City's police and fire departments provides similar conclusions in terms long-term street homeless who are living with mental illness, substance abuse and health issues.

Accordingly, the City continues to enhance its system of services comprised of outreach and engagement and low-barrier emergency shelter using a housing first model that facilitates quick transitions to housing. As part of this system, the City is also developing tenant-based rental assistance and permanent supportive programs to ensure that homeless clients served in the City's shelter programs will have opportunities for timely housing placements. To avoid recidivism and returns to homelessness, the City's housing programs will provide case management and supportive services through public and private partnerships with the County and nonprofit organizations. Although the Homeless Strategic Plan prioritizes chronically homeless, the City is also developing programs and partnerships that serve transitionally homeless and at-risk of homelessness; therefore, all sub-populations including veterans, families with children, and unaccompanied youth will also be served.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

There are no public housing developments in the City of Corona. The Corona Housing Authority (CHA) does not administer Section 8 and does not own HUD Public Housing.

For public housing purposes, the City is within the service area of the Housing Authority of the County of Riverside (HACR). The mission of HACR is “to transform and promote healthy, thriving communities, re-ignite hope and restore human dignity through the creation and preservation of high quality and innovative housing and community development programs which enhance the quality of life and revitalize neighborhoods to foster self-sufficiency.”

HACR converted its 469 units of public housing into project-based voucher units through HUD’s Rental Assistance Demonstration Program on October 1, 2016. The converted units are now owned by Riverside Community Housing Corp, which is the non-profit side of the Housing Authority. The inventory of 469 units includes 37 accessible units. As the population has increased in Riverside County so has the demand for accessible public housing units. As of February 2022, the Housing Choice Voucher waiting list had 100,665 registrants, of which more than 22,122 have registered as disabled households and a portion of these registrants may require an accessible unit.

According to the HACR Housing Choice Voucher Administrative Plan, HACR prioritizes leasing of available accessible units to households requiring such an accommodation. If a non-disabled household occupies an accessible unit, HACR has an established relocation policy that will relocate non-disabled households to standard units and facilitate access to the needed accessible unit for the disabled household. According to HACR, all accessible units are occupied by disabled households who require these units. HACR’s Reasonable Accommodation procedure specifies that any resident may submit a written request for a Reasonable Accommodation to allow full access and participation in the agency’s Housing Choice Voucher program. According to HACR, the most frequently requested reasonable accommodation is for live-in aides to occupy the unit and assist with acts of daily living.

Although there are no public housing developments located in Corona, the City supports the efforts of HACR. HACR administers the Section 8 Housing Choice Voucher program to provide rental assistance to low-income families, senior citizens, and disabled individuals. In 2021, HACR provided rental assistance to over 347 households in the City of Corona. HACR is well-positioned to increase the supply of affordable housing units in the City of Corona and throughout Riverside County.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HACR maintains active resident councils at all public housing developments and includes resident members on its Board of Directors. HACR constantly seeks feedback from residents on improvements and planning documents to ensure activities are meeting the needs of residents. HACR receives feedback through distributed resident surveys.

HACR maintains a home ownership program for current public housing tenants through its Homeownership Program. HACR also links its Homeownership Program with its Family Self-Sufficiency Program to help households save money for a down payment through an escrow account.

Actions taken to provide assistance to troubled PHAs

Not applicable. HACR is designated as High Performing PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In the development of the 2013-2021 Housing Element, the City evaluated significant public policies affecting affordable housing development such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges and growth limitations. Based on this evaluation, the City determined that it has taken all necessary steps to ameliorate the negative effects of public policies that may have been a barrier to affordable housing. Moreover, the City is actively engaged with affordable housing developers concerning the siting of affordable housing and ensuring that the entitlement process runs smoothly from inception to completion.

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing are distinguished from impediments to fair housing choice in the sense that barriers are lawful and impediments to fair housing choice are usually unlawful.

Based on information gathered during community meetings, the Consolidated Plan survey, the 2013-2021 Housing Element and market analysis, the primary barriers to affordable housing in Corona are housing affordability and the lack of monetary resources necessary to develop and sustain affordable housing. The two barriers are related in the sense that demand for affordable housing exceeds the supply and insufficient resources are available to increase the supply of affordable housing to meet demand.

For low- and moderate-income households, finding and maintaining decent affordable housing is difficult due to the high cost of housing in Corona and throughout Southern California in general. Based on evaluation of 2011-2015 ACS and CHAS data, there is a high need for housing units affordable for households earning less than 80 percent of AMI. Of the 14,655 households earning 0-80 percent of AMI in the City, 11,684 are cost burdened households—meaning households paying more than 30 percent of their income for housing. Additionally, 7,815 of the cost burdened households are considered severely cost burdened households—meaning that they pay more than 50 percent of their income for housing. Of the 7,815 severely cost burdened households, 4,565 are renters. Of those severely cost burdened renter households, 1,890 households earn less than 30 percent of AMI and are considered the most at risk of becoming homeless. Consistent with available data, responses to the 2020-2024 Consolidated Plan Needs Assessment Survey indicate a high need for additional affordable housing in Corona.

The elimination of local Redevelopment Agencies by the State of California resulted in the loss of a crucial resource for the development and preservation of affordable housing. This was the most significant public policy change impacting affordable housing and residential investment. While there are mechanisms whereby certain affordable housing assets tied to the former Redevelopment Agencies may be utilized today, these resources are finite and scarce. In fact, after CHA acquires property and provides development assistance for a planned 100+ unit development, CHA funding will be depleted. Therefore, with no reoccurring funding source, CHA will not have the resources to create new units, purchase affordable covenants, or rehabilitate existing units.

In the implementation of the 2021-2022 Action Plan, the City invested CDBG and HOME funds to prevent homelessness through HOME TBRA, to address homelessness through creation of a low-barrier emergency shelter, and to continue setting aside funds for the development of new affordable units to potentially include several units of permanent supportive housing at the Second and Buena Vista 4.82-acre site previously acquired with CDBG funds.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state, and other local sources, the high cost of housing that is not affordable to low-income people and the lack of availability of home improvement financing in the private lending industry. To address these obstacles, the City invested CDBG and HOME funds through the 2021-2022 Action Plan in projects that will provide rental assistance to low- and moderate-income residents at risk of homelessness, projects that provide for community facilities rehabilitation, and public services that address special needs populations. To address underserved needs, the City allocated 100 percent of its non-administrative CDBG and HOME investments for program year 2021-2022 to projects and activities that benefit low- and moderate-income people.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the City of Corona Residential Rehabilitation Program will conduct lead-based paint testing and risk assessments for each property assisted that was built prior to January 1, 1978, and will incorporate safe work practices or abatement into the scope of work as required to reduce lead-based paint hazards in accordance with 24 CFR Part 35.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The implementation of CDBG and HOME activities meeting the goals established in the 2020-2024 Consolidated Plan - Strategic Plan and this Annual Action Plan helped to reduce the number of poverty-level families by:

- Supporting activities that increase the supply of housing that is affordable to low- and moderate-income households;
- Supporting activities that preserve the supply of decent housing that is affordable to low- and moderate-income households;
- Supporting a continuum of housing and public service programs to prevent and eliminate homelessness; and
- Supporting public services for low- and moderate-income residents including those with special needs and those at-risk of homelessness offered by nonprofit organizations receiving CDBG Public Service Grants.

In addition to these local efforts, mainstream state and federal resources also contributed to reducing the number of individuals and families in poverty. Federal programs such as the Earned Income Tax Credit and Head Start provided pathways out of poverty for families who are ready to pursue employment and educational opportunities. Additionally in California, the primary programs that assist families in poverty are CalWORKS, CalFresh (formerly food stamps) and Medi-Cal. Together, these programs provided individuals and families with employment assistance, subsidy for food, medical care, childcare, and cash payments to meet basic needs such as housing, nutrition, and transportation. Other services were available to assist persons suffering from substance abuse, domestic violence, and mental illness.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional delivery system in Corona is high-functioning and collaborative—particularly the relationship between local government and the nonprofit sector comprised of a network of capable non-profit organizations that are delivering a full range of services to residents. Strong City departments anchor the administration of HUD grant programs and the housing, community and economic development activities that are implemented by the City. To further develop this structure, the City plans to retain a third party to operate the emergency shelter facility and to operate the tenant based rental assistance program.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

To enhance coordination between public and private housing and social service agencies, the City invited the participation of a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents in Corona—particularly the CDBG Target Areas and as it relates to addressing homelessness. The City's Homeless Solutions Manager is actively engaged and involved with the Continuum of Care as its Chair, helping to expand coordination regionally, sub-regionally, and within the City to address the needs of Corona residents.

Identify actions taken to overcome the effects of any impediments identified in the

jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The 2020 Analysis of Impediments to Fair Housing Choice (A.I.) identified the following two impediments:

Impediment No. 1: Lack of Access to Home Improvement Financing

The inability to fund home rehabilitation was identified in the 2020 A.I. and prior AIs as an impediment to lower and moderate-income households and Hispanic households. The CDBG target areas are in the northern and central portions of the City, where much of the City's older housing stock is located. These areas have a higher concentration of lower and moderate-income persons and minorities than the rest of the City. Based on Home Mortgage Disclosure Act (HMDA) data, these groups are more likely to be denied private home improvement loans.

As of 2020, over 80 percent of the housing stock is at least 20 years old. A general rule of thumb in the housing industry is that homes built more than 30 years ago begin to require major investments to maintain quality. Moreover, 26 percent of the housing stock is over 40 years old.

Recommendation: It is recommended that the City to continue to offer the Residential Rehabilitation Program to increase opportunities for low and moderate-income households to improve their homes. The City should also continue to implement a robust community outreach effort to ensure that available HOME and CDBG resources are deployed quickly to maintain decent housing. As noted in the 2013-21 Housing Element, the City's objective is to assist 120 households during the planning period, with an average of 15 households annually.

2021-2022 Status: In Progress. One homeowner was assisted with housing rehabilitation financial assistance during the 2021-2022 program year. The City's Residential Rehabilitation Program slowed with the onset of the COVID-19 pandemic as homeowners and contractors did not want to be in close proximity. The City expects the pace of program implementation to improve in 2022-2023 and in subsequent years.

Impediment No. 2: Limited Access to Home Purchase Loans

African American and Hispanic households have limited access to conventional home purchase loans due to disproportionate denial rates compared to households of other racial groups. According to the 2020 A.I., of home purchase loan applicants earning less than 80 percent of Area Median Income (AMI), Hispanic households (66.67 percent) and African American households (50 percent) had disproportionately lower approval rates relative to the overall approval rate of 89.84 percent. This was also the case in previous evaluations of Home Mortgage Disclosure Act data evaluated in the 2010 and 2015 A.I. documents.

Differences in approval rates for home loan applications among minority groups do not

necessarily reflect discriminatory practices. Differences could be due to credit scores, employment history, knowledge of the lending process, debt-income ratio, or other factors. Nonetheless, the disproportionately lower home purchase loan approval rates for Hispanics and African Americans could be subject to additional inquiry and examination, and affirmative efforts appear necessary to address this disparity.

Recommendation: It is recommended that the City work with its fair housing service provider to continue to monitor HMDA data to ensure that discrimination practices such as loan denial on the basis of race and ethnicity may be detected. In addition, it is recommended that the fair housing service provider continue to provide homeownership workshops to low- and moderate-income people, including minorities and members of protected classes, during the five-year period of the 2020 planning period.

2021-2022 Status: The Fair Housing Council of Riverside County served 1,647 Corona residents during the 2021-2022 program year with landlord-tenant mediation, educational services, and housing discrimination services.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To ensure that CDBG and HOME funds are used efficiently and in compliance with applicable regulations, the City provides technical assistance to all subrecipients at the beginning of each program year and monitors subrecipients throughout the program year.

Technical Assistance

To enhance compliance with federal program regulations, the City provides an annual Notice of Funding Availability (NOFA) workshop to review the Plan goals, program requirements and available resources with potential applicants. After the Annual Action Plan is approved, a mandatory subrecipient workshop is held to review program regulations in detail, to provide useful forms and resources for documenting compliance and to review the City's compliance procedures and requirements. Additionally, individualized technical assistance is provided on an as-needed basis throughout a program year.

Activity Monitoring

All activities are monitored, beginning with a detailed review upon receipt of an application to determine eligibility, conformance with a National Objective and conformance with a Plan goal. This review also examines the proposed use of funds, eligibility of the service area, eligibility of the intended beneficiaries and likelihood of compliance with other federal requirements such as the National Environmental Policy Act, the System for Award Management (SAM) debarment list, prevailing wage, Minority and Women Business Enterprise, Section 3 and federal acquisition and relocation regulations, as applicable.

Subrecipients are required to submit an audit and other documentation to establish their capacity, and any findings noted in the audit are reviewed with the applicant. Eligible applications are then considered for funding. Once funded, desk monitoring includes ongoing review of required quarterly performance reports. For CDBG public service activities, an on-site monitoring is conducted once every two years, or more frequently as needed to ensure compliance. These reviews include both a fiscal and programmatic review of the subrecipient's activities. The reviews determine if the subrecipient is complying with the program regulations and City contract. Areas routinely reviewed include overall administration, financial systems, appropriateness of program expenditures, program delivery, client eligibility determination and documentation, reporting systems, and achievement toward achieving contractual goals. Following the monitoring visit, a written report is provided delineating the results of the review and any findings of non-compliance and the required corrective action. Subrecipients normally have 30 days to provide the City

with corrective actions taken to address any noted findings. Individualized technical assistance is provided, as noted above as soon as compliance concerns are identified.

For CDBG capital projects, monitoring also includes compliance with regulatory agreement requirements. For HOME funded activities, annual monitoring is undertaken to ensure that for renter occupied units, household income, rents and utility allowances comply with applicable limits pursuant to the affordability covenant. For ownership units, annual monitoring of occupancy is conducted throughout the affordability period.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City's adopted Citizen Participation Plan, a public notice was published in the Sentinel Weekly News on September 2, 2022, notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 15-day public review and comment period (September 7, 2022, through September 21, 2022). A copy of the public notices is included in Appendix A.

The draft CAPER was available at www.CoronaCA.gov/cdbg and at the following locations:

City Hall: Community Services Department
400 S. Vicentia Avenue
Corona, California 92882

City Hall: City Clerk's Office
400 S. Vicentia Avenue
Corona, California 92882

Corona Public Library – Reference Desk
650 S. Main Street
Corona, California 92882

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

CDBG funds are making a significant impact on strategies to address the high priority needs. As shown in Figure 1 in section CR-05, CDBG funds are contributing each of the Strategic Plan goals. Should any challenges arise in the implementation of CDBG-funded activities, the City will pro-actively identify additional opportunities to invest CDBG funds to meet Strategic Plan goals.

Affordable Housing

Using CDBG funds in 2019-2020, the City acquired land for affordable housing at Second and Buena Vista and issued an RFP during 2020-2021 to select a developer for this site. The City also invested CDBG funds in Code Enforcement to identify and compel private property owners to address code violations for housing units located in the CDBG Target Areas.

Public Services

The Fair Housing Council of Riverside provides the City with outreach, education, and enforcement activities, including landlord-tenant matters. This activity served 1,647 residents. To support Services for Low-and Moderate-Income residents, The Big Brothers Big Sisters of the Inland Empire Bigs with Badges program provided a comprehensive mentoring program for 12 Corona youths. The Peppermint Ridge skilled nursing program provided advocacy and wellness support to 22 adults with a range of developmental and intellectual disabilities. The ABC Hopes Life Skills Support Program assisted 36 residents during the program year. The Starting Overs "Path to Seed" program assisted 62 residents get back on the track to self-sufficiency. Lastly, 13 foster youths were assisted through the court system via a Court Appointed Special Advocate or (CASA) to ensure their case is heard, followed up on, and results in the base case for the youth.

Community Facilities

To address homelessness, the City Council invested over \$1 million of CDBG funds to rehabilitate a community facility to be used as a 30-bed low-barrier emergency shelter for single males, as well as a homeless solutions navigation center. The Phase 1 rehabilitation project was completed during the 2020-2021 program year. Pending completion of Phase 2 accessibility improvements and selection of a service provider to operate the shelter, the shelter will open its doors and the activity will be marked complete in HUD's Integrated Disbursement and Information System. Phase 2 completion of tasks is expected to be addressed in the 2022-2023 Program Year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Maintaining HOME-assisted affordable housing is a high priority. During the program year, the City inspected the HOME-assisted property listed below to determine compliance with the housing codes and other applicable regulations. Where any deficiencies existed, the property owner and property management were notified to make repairs and City staff followed up to ensure completion.

- Mission Apartments – 12 units
- Meridian Apartments – 80 units

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The Meridian Apartments and the Mission Apartments follow an Affirmative Fair Housing Marketing Plan. During annual monitoring, the annual Affirmative Fair Housing Marketing Report and waitlist are reviewed to ensure compliance with HUD requirements to affirmatively further fair housing choice.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

According to the PR-09 report for the HOME program, a total of \$7,212.50 was drawn for program administration. Accordingly, there are no owner or tenant characteristics associated with that use of program income.

Describe other actions taken to foster and maintain affordable housing. 91.220(k)

In the implementation of the 2021-2022 Action Plan, the City invested HOME funds to preserve and maintain affordable housing through the Residential Rehabilitation Program. One project was completed with HOME funds.



2021-2022
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2021 THROUGH JUNE 30, 2022

APPENDIX A
Public Notice

Sentinel Weekly News
414 Grand Boulevard #823
Corona , CA 92878
951-737-9784

Page 1 of 1

Sylvia Edwards
City of Corona, City Clerk
400 S Vicentia Ave

Corona, CA 92882

Proof of Publication State of CA, County of Riverside

2015.5 C.C.P.

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of the Sentinel Weekly News, a newspaper of general circulation, printed and published weekly in the City of Corona, Corona Judicial District, County of Riverside, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Riverside, State of California on April 14, 2000, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

09/02/22

I certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Corona, CA on

Signature James L Forbes 09/02/2022

CITY OF CORONA
OFFICE OF THE CITY CLERK
NOTICE OF PUBLIC REVIEW AND COMMENT PERIOD
NOTICE OF PUBLIC HEARING
PUBLIC NOTICE IS HEREBY GIVEN that the City of Corona, California, will publish the draft 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) for a 15-day public review and comment period. The CAPER is an annual progress report to the U.S. Department of Housing and Urban Development reflecting the accomplishments of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs for funds expended during fiscal year 2021-2022 in relationship to the goals and objectives stated in the 2020-2024 Consolidated Plan and the 2021-2022 Annual Action Plan. A copy of the draft CAPER will be available for public review during business hours starting Wednesday, September 7, 2022 and ending Wednesday, September 21, 2022 at the City's Community Services Department and the City Clerk's Office located at 400 S. Vicentia Avenue, Corona. The draft CAPER may also be reviewed at the Corona Public Library, Reference Desk, located at 650 S. Main Street, Corona, or online at www.CoronaCA.gov/cdbg. The public review and comment period will conclude at 5:00 p.m. on September 21, 2022. Residents and stakeholders are encouraged to submit written comments to Frank Perez, CDBG Consultant, via email to Frank.Perez@CoronaCA.gov or via U.S. Mail or hand delivery to the Community Services Department, 400 S. Vicentia, Corona, CA 92882. If you have any questions regarding this notice, please contact Frank Perez, CDBG Program Consultant, at (951) 817-5715 or by email at Frank.Perez@CoronaCA.gov. PUBLIC NOTICE IS ALSO GIVEN that the City Council of the City of Corona, California, will conduct a public hearing in the Council Chamber, at City Hall, 400 South Vicentia Avenue, in said City of Corona, Wednesday, September 21, 2022 at 6:30 p.m., or thereafter, to receive comments on the draft CAPER. The public is invited to attend the public hearing and comment on the draft CAPER. Due to time constraints and the number of persons wishing to give oral testimony, each speaker will be limited to three minutes at the public hearing. You may wish to make your comments in writing and submit them to the City Clerk for inclusion into the public record. If you challenge any portion of the draft CAPER in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to the public hearing. Any person unable to attend the public hearing may submit written comments. It is the objective of the City of Corona to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA) of 1990 and the ADA Amendment Act of 2008, the Fair Housing Act, and the Architectural Barriers Act in all respects. If you require public documents in an accessible format, the City will make reasonable efforts to accommodate your request. If you require a disabilityrelated accommodation to attend or participate in a hearing or meeting, including auxiliary aids, or translation services are required for persons who do not speak English, please contact the City Clerk's Office at least three business days prior by calling (951) 736-2201. Requests received after this date may not be accommodated. Sylvia Edwards - City Clerk
Published: September 7, 2022, Sentinel Weekly News

Sentinel Weekly News
414 Grand Boulevard #823
Corona, CA 92878
951-737-9784

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Sylvia Edwards
City of Corona, City Clerk
400 S Vicentia Ave

Corona, CA 92882

Proof of Publication State of CA, County of Riverside

2015.5 C.C.P.

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of the Sentinel Weekly News, a newspaper of general circulation, printed and published weekly in the City of Corona, Corona Judicial District, County of Riverside, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Riverside, State of California on April 14, 2000, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

09/02/22

I certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Corona, CA on

Signature James L Forbes 09/02/2022

AYUNTAMIENTO DE LA CIUDAD DE CORONA OFICINA DEL SECRETARIO MUNICIPAL AVISO DE REVISIÓN PÚBLICA Y PERÍODO DE COMENTARIOS AVISO DE AUDIENCIA PÚBLICA POR MEDIO DE LA PRESENTE SE NOTIFICA AL PÚBLICO que el Ayuntamiento de la Ciudad de Corona, California, publicará el borrador del Reporte de la Evaluación del Rendimiento y Desempeño Anual Consolidado 2021-2022 (CAPER, por sus siglas en inglés) por un período de 15 días para su revisión y comentarios públicos. El CAPER es un reporte anual del progreso que se reporta al Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD, por sus siglas en inglés) reflejando los logros realizados del Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG) y del Programa de Asociación para Inversiones en Vivienda HOME (HOME) y los fondos gastados del durante el Año Fiscal 2021-2022 relacionados con las metas y objetivos establecidos en el Plan Consolidado 2020-2024 y en el Plan de Desempeño Anual 2021-2022. Una copia del borrador del CAPER estará disponible para revisión pública durante las horas de oficina comenzando el miércoles, 7 de septiembre de 2022 y terminando el miércoles, 21 de septiembre de 2022 en el Departamento de Servicios Comunitarios y en la Oficina del Secretario Municipal del Ayuntamiento ubicado en 400 S. Vicentia Avenue, Corona. El borrador del CAPER también puede ser revisado en la Biblioteca Pública de Corona, Mostrador de Referencia, ubicado en 650 S. Main Street, Corona, o en línea en www.CoronaCA.gov/cdbg. El período de revisión y comentarios públicos concluirá a las 5:00 pm el 21 de septiembre de 2022. Se les incentiva a todos los residentes y partes interesadas a presentar sus comentarios por escrito a Frank Perez, Consultante del Programa CDBG, vía correo electrónico a Perez@CoronaCA.gov o por correo postal de U.S.A, o por entrega personal al

Departamento de Servicios Comunitarios, 400 S. Vicentia, Corona, CA 92882. Si tiene alguna pregunta sobre este aviso, comuníquese con Frank Perez, Consultante del Programa CDBG, al (951) 817-5715 o por correo electrónico a Perez@CoronaCA.gov. TAMBIÉN SE DA AVISO AL PÚBLICO de que el Ayuntamiento de la Ciudad de Corona, California, llevará a cabo una audiencia pública en la Sala del Concejo, en el Ayuntamiento, 400 South Vicentia Avenue, en dicha Ciudad de Corona, el miércoles 21 de septiembre de 2022 a las 6:30 p.m., o posteriormente, para recibir comentarios sobre el borrador del CAPER. Se invita al público a asistir a la audiencia pública y comentar sobre el borrador del CAPER. Debido a las limitaciones de tiempo y al número de personas que deseen dar testimonio oral, cada expositor será limitado a tres minutos en la audiencia pública. Es posible que desee hacer sus comentarios por escrito y enviarlos al Secretario Municipal del Ayuntamiento de la Ciudad para su inclusión en el registro público. Si

usted tiene una objeción de cualquier parte del borrador del CAPER en la corte, usted puede ser limitado a objetar solamente a esas cuestiones que usted o alguien más objetó en la audiencia pública descrita en esta notificación, o en correspondencia escrita entregada en, o antes de la audiencia pública. Cualquier persona que no pueda asistir a la audiencia pública puede presentar sus comentarios por escrito. El Ayuntamiento de la Ciudad de Corona tiene como objetivo cumplir en todo con respecto a la Sección 504 de la Ley de Rehabilitación de 1973, tal y como se enmendó, la Ley de Americanos con Discapacidades (ADA) de 1990 y la Ley de Enmienda a ADA de 2008, la Ley de Vivienda Justa, y la Ley de Barreras Arquitectónicas, en todos los aspectos. Si usted necesita documentos públicos en un formato accesible, el Ayuntamiento hará lo posible dentro de lo razonable para dar cabida a su petición. Si usted requiere acomodo especial debido a alguna discapacidad para asistir o participar en una audiencia o junta, incluyendo recursos

auxiliares, o se requieren servicios de traducción para personas que no hablan inglés, comuníquese con la Oficina del Secretario Municipal por lo menos tres días hábiles antes llamando al (951) 736-2201. Las peticiones recibidas después de dicha fecha no se admitirán.
Sylvia Edwards -
Secretario Municipal
Publicado: Septiembre 7, 2022, Sentinel Weekly News



2021-2022
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2021 THROUGH JUNE 30, 2022

APPENDIX B
Summary of Citizen Participation Comments

Summary of Public Comments

Public Review and Comment Period
September 7, 2022 to September 21, 2022

Name	Comment
	Public comments from the review period and Public Hearing, will be summarized here.



2021-2022
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2021 THROUGH JUNE 30, 2022

APPENDIX C
IDIS PR26 Report



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2021
CORONA , CA

DATE: 09-07-22
TIME: 18:27
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PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	1,209,556.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	70,089.92
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,279,645.92

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	252,125.45
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	252,125.45
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	116,112.34
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	368,237.79
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	911,408.13

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	245,751.67
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	245,751.67
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	97.47%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	49,878.32
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	49,878.32
32 ENTITLEMENT GRANT	1,209,556.00
33 PRIOR YEAR PROGRAM INCOME	4,550.76
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,214,106.76
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	4.11%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	116,112.34
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	116,112.34
42 ENTITLEMENT GRANT	1,209,556.00
43 CURRENT YEAR PROGRAM INCOME	70,089.92
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,279,645.92
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	9.07%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	3	645	6648968	Corona Senior Center Rehabilitation	03A	LMC	\$11,827.88
					03A	Matrix Code	\$11,827.88
2020	3	623	6594130	Homeless Shelter Rehabilitation	03C	LMC	\$56,629.54
					03C	Matrix Code	\$56,629.54
2018	7	588	6594130	2018-19 CDBG Sidewalk Improvements	03L	LMA	\$1,730.00
2018	7	588	6615471	2018-19 CDBG Sidewalk Improvements	03L	LMA	\$65,395.90
2018	7	588	6648968	2018-19 CDBG Sidewalk Improvements	03L	LMA	\$220.00
					03L	Matrix Code	\$67,345.90
2021	2	635	6594130	ABC Hopes - (dis)ABILITIES Fitness + Life Skill Support	05B	LMC	\$3,572.50
2021	2	635	6615471	ABC Hopes - (dis)ABILITIES Fitness + Life Skill Support	05B	LMC	\$4,302.50
2021	2	639	6594130	Peppermint Ridge - Nursing Services	05B	LMC	\$382.50
2021	2	639	6615471	Peppermint Ridge - Nursing Services	05B	LMC	\$59.50
					05B	Matrix Code	\$8,317.00
2021	2	637	6594130	Big Brothers Big Sisters - Bigs with Badges Mentoring Program	05D	LMC	\$2,204.55
2021	2	637	6615471	Big Brothers Big Sisters - Bigs with Badges Mentoring Program	05D	LMC	\$890.74
2021	2	637	6648968	Big Brothers Big Sisters - Bigs with Badges Mentoring Program	05D	LMC	\$782.54
					05D	Matrix Code	\$3,877.83
2021	2	638	6594130	Fair Housing Council of Riv. County - Fair Housing Program	05J	LMC	\$12,730.95
2021	2	638	6615471	Fair Housing Council of Riv. County - Fair Housing Program	05J	LMC	\$5,539.68
2021	2	638	6648968	Fair Housing Council of Riv. County - Fair Housing Program	05J	LMC	\$2,199.36
					05J	Matrix Code	\$20,469.99
2021	2	641	6594130	Voices for Children - Court-Appointed Special Advocate Program	05N	LMC	\$7,453.53
2021	2	641	6615471	Voices for Children - Court-Appointed Special Advocate Program	05N	LMC	\$7,034.57
2021	2	641	6648968	Voices for Children - Court-Appointed Special Advocate Program	05N	LMC	\$2,725.40
					05N	Matrix Code	\$17,213.50
2021	1	642	6594130	Code Enforcement	15	LMA	\$35,600.80
2021	1	642	6615473	Code Enforcement	15	LMA	\$11,191.71
2021	1	642	6648968	Code Enforcement	15	LMA	\$13,277.52
					15	Matrix Code	\$60,070.03
Total							\$245,751.67

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2021	2	635	6594130	No	ABC Hopes - (dis)ABILITIES Fitness + Life Skill Support	B21MC060573	EN	05B	LMC	\$3,572.50
2021	2	635	6615471	No	ABC Hopes - (dis)ABILITIES Fitness + Life Skill Support	B21MC060573	EN	05B	LMC	\$4,302.50
2021	2	639	6594130	No	Peppermint Ridge - Nursing Services	B21MC060573	EN	05B	LMC	\$382.50
2021	2	639	6615471	No	Peppermint Ridge - Nursing Services	B21MC060573	EN	05B	LMC	\$59.50
								05B	Matrix Code	\$8,317.00
2021	2	637	6594130	No	Big Brothers Big Sisters - Bigs with Badges Mentoring Program	B21MC060573	EN	05D	LMC	\$2,204.55
2021	2	637	6615471	No	Big Brothers Big Sisters - Bigs with Badges Mentoring Program	B21MC060573	EN	05D	LMC	\$890.74
2021	2	637	6648968	No	Big Brothers Big Sisters - Bigs with Badges Mentoring Program	B21MC060573	EN	05D	LMC	\$782.54
								05D	Matrix Code	\$3,877.83
2021	2	638	6594130	No	Fair Housing Council of Riv. County - Fair Housing Program	B21MC060573	EN	05J	LMC	\$12,730.95
2021	2	638	6615471	No	Fair Housing Council of Riv. County - Fair Housing Program	B21MC060573	EN	05J	LMC	\$5,539.68
2021	2	638	6648968	No	Fair Housing Council of Riv. County - Fair Housing Program	B21MC060573	EN	05J	LMC	\$2,199.36
								05J	Matrix Code	\$20,469.99
2021	2	641	6594130	No	Voices for Children - Court-Appointed Special Advocate Program	B21MC060573	EN	05N	LMC	\$7,453.53
2021	2	641	6615471	No	Voices for Children - Court-Appointed Special Advocate Program	B21MC060573	EN	05N	LMC	\$7,034.57
2021	2	641	6648968	No	Voices for Children - Court-Appointed Special Advocate Program	B21MC060573	EN	05N	LMC	\$2,725.40
								05N	Matrix Code	\$17,213.50
Total				No	Activity to prevent, prepare for, and respond to Coronavirus					\$49,878.32
										\$49,878.32

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37



Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	4	633	6594130	CDBG Administration	21A		\$55,706.83
2021	4	633	6615471	CDBG Administration	21A		\$22,649.83
2021	4	633	6648968	CDBG Administration	21A		\$37,755.68
Total					21A	Matrix Code	\$116,112.34



PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	1,670,542.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL AVAILABLE (SUM, LINES 01-03)	1,670,542.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	759,009.98
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	150,853.09
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	909,863.07
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	760,678.93

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	720,492.36
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	720,492.36
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	759,009.98
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	94.93%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	720,492.36
17 CDBG-CV GRANT	1,670,542.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	43.13%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	150,853.09
20 CDBG-CV GRANT	1,670,542.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	9.03%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
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CORONA , CA

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LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

Report returned no data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

Report returned no data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	10	618	6491680	CDBG-CV - Emergency Housing Needs Assistance Program (Rental)	05Q	LMC	\$560,414.58
			6594130	CDBG-CV - Emergency Housing Needs Assistance Program (Rental)	05Q	LMC	\$20,648.42
		625	6491680	CDBG-CV Emergency Housing Needs Assistance (Mortgage)	05Q	LMC	\$58,279.70
			6547206	CDBG-CV Emergency Housing Needs Assistance (Mortgage)	05Q	LMC	\$46,526.51
			6594130	CDBG-CV Emergency Housing Needs Assistance (Mortgage)	05Q	LMC	\$34,623.15
Total							\$720,492.36

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	10	618	6491680	CDBG-CV - Emergency Housing Needs Assistance Program (Rental)	05Q	LMC	\$560,414.58
			6594130	CDBG-CV - Emergency Housing Needs Assistance Program (Rental)	05Q	LMC	\$20,648.42
		625	6491680	CDBG-CV Emergency Housing Needs Assistance (Mortgage)	05Q	LMC	\$58,279.70
			6547206	CDBG-CV Emergency Housing Needs Assistance (Mortgage)	05Q	LMC	\$46,526.51
			6594130	CDBG-CV Emergency Housing Needs Assistance (Mortgage)	05Q	LMC	\$34,623.15
Total							\$720,492.36

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	9	616	6415150	CDBG-CV - Administration and Monitoring	21A		\$1,814.51
			6448405	CDBG-CV - Administration and Monitoring	21A		\$19,278.04
			6491680	CDBG-CV - Administration and Monitoring	21A		\$54,694.40
			6522989	CDBG-CV - Administration and Monitoring	21A		\$7,113.64
			6547206	CDBG-CV - Administration and Monitoring	21A		\$24,486.83
			6594130	CDBG-CV - Administration and Monitoring	21A		\$31,409.47
			6615471	CDBG-CV - Administration and Monitoring	21A		\$2,163.19
			6648968	CDBG-CV - Administration and Monitoring	21A		\$9,893.01
Total							\$150,853.09



2021-2022 CAPER

Cynthia Lara, Community Assistance
Manager

September 21, 2022



**Annual Action Plan
PY 2021-2022**

Adopted
May 5, 2021



**2020-2024 Consolidated Plan
2020-2021 Action Plan**

Community Development Block Grant (CDBG) &
HOME Investment Partnerships (HOME) Programs

**2021-2022
Consolidated Annual
Performance and
Evaluation Report**

Community Development Block Grant
HOME Investment Partnerships Program



Draft

September 21, 2022



HUD Grants

CDBG

• \$1,209,556

HOME

• \$497,089

CDBG-
CV

• \$1,670,542



Program Accomplishments



1. Affordable Housing
2. Public Services
3. Community Facilities / Infrastructure
4. COVID-19 Response

Affordable Housing



Code Compliance - brought 217 housing units into compliance with CMC and housing quality standards



Residential Rehabilitation Program – completed one owner-occupied dwelling & initiated additional projects

**City of Corona
CDBG Detailed**

0 0.1 0.3 0.4 0.6
Miles

City of Corona
Geographic Information Services
Date: 8/7/2019

Path: F:\Projects\Community Development\CDBG Update\CDBG Update.aprx

Public Services

- Fair Housing – assisted 1,647 residents
- Big Brothers Big Sisters – mentored 12 youths
- ABC Hopes Life Skills Support Program – assisted 36 young adults.
- Peppermint Ridge – assisted 22 adult residents.
- Starting Over – assisted 62 adults.
- Voices For Children – assisted 13 foster youths.



Community Facilities

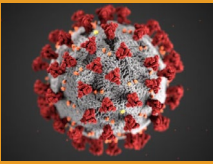
Senior Center



Design phase nearing completion for the 2021-2022 Corona Senior Center Rehabilitation project with construction to be completed in the upcoming 2022-2023 program year.



Addressing COVID-19: CDBG-CV



Emergency Housing Needs Assistance Program

Programa De Asistencia Para Necesidades
De Vivienda De Emergencia



Rent / Utility Assistance:

172 Applications received/processed

81 Households approved and funded

Mortgage / Utility Assistance:

27 Applications received/processed

19 Households approved and funded

Personal Protective Equipment (PPE) Grants for Businesses

Grants provided to 8 businesses



Questions?



(951) 817-5715



Frank.Perez@CoronaCA.gov



www.CoronaCA.gov



Staff Report

File #: 22-0730

REQUEST FOR CITY COUNCIL ACTION

DATE: 09/21/2022

TO: Honorable Mayor and City Council Members

FROM: Economic Development Department

SUBJECT:

Adoption of the City of Corona Downtown Revitalization Plan and Design Guidelines: A Guide to Placemaking in Downtown Corona.

EXECUTIVE SUMMARY:

This staff report asks the City Council to adopt the City of Corona Downtown Revitalization Plan and Design Guidelines: A Guide to Placemaking in Downtown Corona. The Downtown Revitalization Plan and Design Guidelines were developed following extensive community engagement and market analysis. They contain strategic recommendations, design recommendations for the area's placemaking efforts, and an action plan that will guide the City's Downtown revitalization efforts over the next 10 years.

RECOMMENDED ACTION:

That the City Council adopt the City of Corona Downtown Revitalization Plan and Design Guidelines: A Guide to Placemaking in Downtown Corona.

BACKGROUND & HISTORY:

In the late 1990s, the City developed a Downtown Revitalization Specific Plan (Specific Plan) to address the needs of Downtown Corona. The Specific Plan offered an in-depth study of the existing area and provided recommendations and requirements for land-use and development and design standards. The Specific Plan currently serves as the formal guide for development within the Downtown. Since then, the City determined that while the Specific Plan would continue to serve as the regulatory document, it was imperative to create a detailed, strategic action plan that could be implemented to attract investment in order to transform and revitalize Downtown Corona into a thriving, vibrant destination.

In April 2021, the City of Corona entered into a Professional Services Agreement with Kosmont Companies (Kosmont) and subconsultant Storyland Studios, to develop a Downtown Revitalization

Plan (DRP) that includes a strategic action plan and a set of Design Guidelines focused on design elements to encourage placemaking and community. In order to promote a community-informed process, Kosmont and Storyland Studios have supported the City with a series of community outreach and engagement efforts resulting in the following:

- More than 2,400 surveys completed
- More than 450 participants across six community meetings (residents, businesses, investors, etc.). Community meetings were held in English, Spanish, in-person, and virtually.
- 14 key stakeholder groups
- One-on-one meetings with City Council
- Department meetings
- More than 45,000 interactions on the project website (thecoronacircle.com, coronacirculo.com)

Utilizing this information, draft DRP and Design Guidelines were created and provided to the public and City Council for comment on August 4, 2022. The final document presented here for adoption incorporates direct feedback from both the public and Council.

ANALYSIS:

The DRP and Design Guidelines are two distinct, but complementary, documents that will serve as guides for the revitalization of Downtown Corona. The DRP is intended to serve as a roadmap for the City's downtown revitalization efforts, focusing on five goals and recommending short-, medium-, and long-term actions and initiatives. The DRP is divided into sections that address Outreach and Engagement, Land Use Changes, Current Conditions, Concepts and Lessons Learned, Assets and Opportunities, Goals and Strategies, Strategic Recommendations and Action Plan, and Tools and Approaches.

Goals and Strategies

After careful review of Downtown Corona's history, community feedback, market trends, case studies, and existing conditions, the DRP identifies five primary goals and strategies.

1. Enhanced safety: Utilize Homeless Solutions programs, continue the Police Department's Business District Enhancement Team, and develop technological infrastructure.
2. Catalyst projects: Advance coordination of major projects including the revitalization of the Corona Mall and City Park.
3. Public infrastructure improvements: Improve the City's aging infrastructure and enhance infrastructure for sidewalks, landscaping, lighting, parking, etc.
4. Creating a sense of place: Develop a unique identity for Downtown Corona through branding, signage, public art, etc.
5. Community events and programming: Make Corona a destination and gathering place through outdoor festivals, athletic events, night markets, etc.

Strategic Recommendations and Action Plan

The DRP recommends specific actions that are categorized by short- (1-2 years), medium- (3-4

years), long-term (5 or more years), and ongoing efforts. Table 1 below provides a highlight of some of the recommended activities to implement the DRP. identified in the Strategic Recommendations and Action Plan section of the DRP. The complete set of Strategic Recommendations and Action Plans are detailed within the DRP, which is attached for reference (Exhibit 1).

Table 1: Strategic Recommendations and Action Plan

Category	Tasks	Timeframe
General Implementation	Create interdepartmental team to implement goals	Short-term
	Codify Design Guidelines and amend Downtown Specific Plan	Short-term
Catalyst Projects	Identify Downtown infrastructure needs and support catalyst projects that advance vision and goals for the Downtown, including: Corona Mall, Sixth and Main Streets, Medical Center, City Park, and Historic Civic Center	Short-term
	Support and guide catalyst projects through evaluation of feasibility of financing tools/mechanisms (EIFD, BID, CFD, Grants, Others) that can fund public infrastructure	Medium-term
Enhanced Safety	Promote and utilize the City's Business Liaison Program	Ongoing
	Identify public infrastructure improvements to address safety concerns	Short-medium-term
Sense of Place	Develop a brand identity for the Downtown and create a brand leadership team	Short-Medium-term
	Identify and implement comprehensive and cohesive enhancements that reinforce brand identity	Medium-Long-term
Public Infrastructure	Explore/evaluate local, state, or federal programs to assist existing and future Downtown businesses (e.g., business grants, commercial façade improvement programs, etc.)	Ongoing
	Consider strategic partnerships with RCTC, CalTrans, SCAG or others to improve transportation-related infrastructure	Short-medium-term
Community Events and Programming	Support investment to facilitate entertainment uses within catalytic projects and determine appropriate financing mechanisms.	Medium-long-term
	Invest in public amenities (programmed public open space/gathering areas) as anchors to drive economic activity.	Ongoing

Design Guidelines

The new Design Guidelines offer guidance for placemaking in the Downtown and address the community's desire to have Downtown transformed into an inviting gathering place. The Design

Guidelines primary focus is on the 64 acres of Downtown designated as “Downtown” and “Gateway Business” districts in the Specific Plan. The goal of the Design Guidelines is to create an improved blend of land uses, establish greater connectivity within the Downtown, and identify opportunities to promote design improvements. Ultimately, the desire is to bring back what made Corona unique and reestablish the downtown feel of the past and pay homage to Corona’s history.

The existing Design Guidelines within the Specific Plan cover a broad set of design and development standards for Downtown Corona. The Specific Plan will continue to serve as the regulatory document and will incorporate updated elements as recommended in the attached Design Guidelines. These updated Design Guidelines complement the Specific Plan and focus on providing direction for placemaking in the Downtown. Subject to Council adoption, recommendations from the Design Guidelines will be codified into the existing Specific Plan. Per State law, changes to regulatory documents must go through a discretionary review process that requires objective language. Consequently, staff would work with a third-party consultant to amend the Specific Plan. Economic Development will work with Planning and Development and a planning consultant to identify pertinent sections of the regulatory document that need to be updated based on the recommended changes resulting from the DRP Design Guidelines. Staff anticipates that a General Plan Amendment will be needed to address updates to circulation elements. The process of amending the Specific Plan and General Plan will take approximately six to nine months and will include updates to both the Planning Commission and City Council for final adoption and codification of the proposed changes.

The Design Guidelines are divided into three main categories: Built Environment, Public Space, and Circulation. Each section contains recommendations on ways the City can achieve the community’s expressed desire to reestablish Downtown Corona as the center of the city’s commercial, civic, and social life.

Built Environment

Built Environment focuses on the relationship between buildings, their surroundings, and the impact on how individuals interact with the area. Some aspects include building typologies, building placement, scale, uses, architecture, entrances and fenestrations, and exterior building lighting. Thoughtful placement of buildings, selective architectural types, such as Spanish Revival, Classical, and Commercial Block, and emphasis on aesthetics are key to how the built environment would support placemaking in the Downtown.

Public Space

Public Space is where individuals engage with the area and form impressions. Creation of outdoor rooms, enhanced sidewalks that are widened and encourage pedestrian activity, and easier and safer transportation accessibility are some of the ways in which public spaces should be addressed. Beyond enhancing the experience, emphasis on the creation of public spaces is imperative to creating the sense of place desired by the community. This can be achieved through environmental art, graphics, and signage that are both visually appealing and pay homage to Corona’s history and culture.

Circulation

Circulation evaluates Downtown Corona's street network and offers ways to enhance the area, while accommodating multiple modes of transportation for pedestrians, cyclists, and vehicles. Recommendations to enhance circulation include: reducing travel lanes for increased pedestrian connectivity creating a more walkable Downtown, improving public transportation connectivity, revising current site-specific parking requirements, or the development of a parking structure to serve the greater Downtown area. Any reduction in travel lanes or parking requirements will require a Downtown-specific traffic study and parking study that supports these recommendations. Enhancements to transit could include a partnership with RCTC to develop micro-transit within the Downtown or a redesign of Corona Cruiser routes that provide more direct service within the Downtown. The Design Guidelines are attached to the staff report as Exhibit 2.

Staff will report DRP progress on a regular basis, in conjunction with the Citywide Strategic Plan. Staff will also integrate strategic actions into future budget cycles and the Department's overall workplan to ensure progress is made on each identified recommendation. Staff will provide Council with regular updates on the DRP's execution including milestones achieved and potential solutions to any unforeseen challenges.

FINANCIAL IMPACT:

There are no direct or immediate fiscal implications associated with the adoption of the Downtown Revitalization Plan and Design Guidelines. Potential additional costs associated with the strategic recommendations and action plan detailed in the Downtown Revitalization Plan and Design Guidelines will be incorporated into future budget actions or presented to the City Council as needed.

ENVIRONMENTAL ANALYSIS:

The 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. The actions are simply the adoption of the City of Corona Downtown Revitalization Plan and Design Guidelines. While there are strategic recommendations and action plan that would need to be reviewed for environmental analysis, these items will be evaluated independently at the time they are brought forward for implementation. Sincere there is no possibility that adopting this action will have a significant effect on the environment, no further environmental analysis is required.

PREPARED BY: ASHLEY ZARAGOZA, ECONOMIC DEVELOPMENT ADMINISTRATOR

REVIEWED BY: JESSICA M. GONZALES, ECONOMIC DEVELOPMENT DIRECTOR

Attachments:

1. City of Corona Downtown Revitalization Plan.

2. Design Guidelines: A Guide to Placemaking in Downtown Corona.

Downtown Corona Revitalization Plan

OUR VISION

To shape Downtown Corona into a **Thriving, Vibrant Destination** that offers a unique sense of place for residents, businesses, and visitors.



Acknowledgements

Downtown Corona Revitalization Plan

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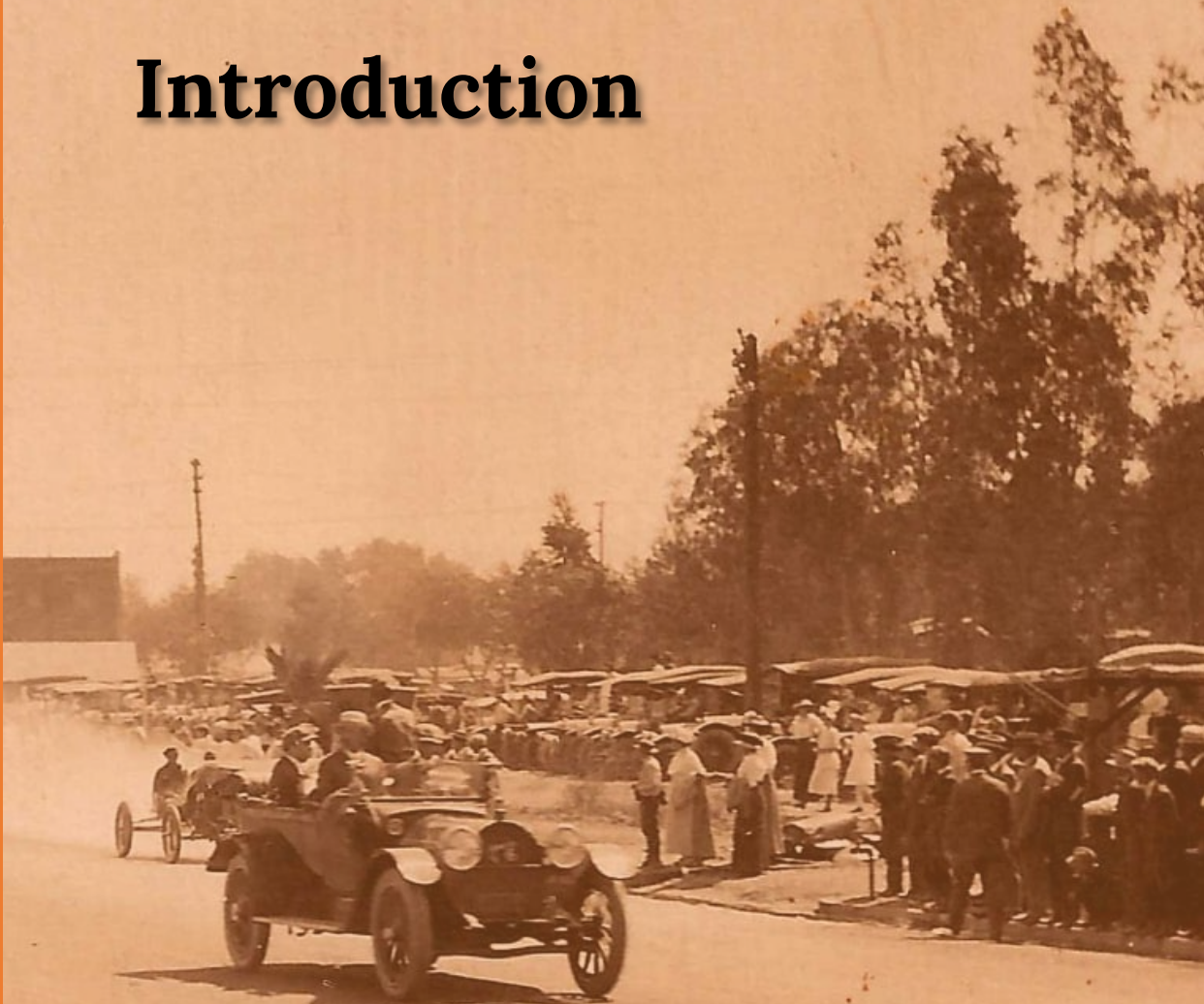
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Introduction



The City of Corona ("City"), which lies on the border of Riverside County ("County") and Orange County at the western edge of the Inland Empire Region, over the years has exhibited a vital entrepreneurial spirit embellished by the development of housing, retail, industrial/manufacturing and preservation of open space/trails to create a vibrant, thriving, and active community.



The City's generally suburban character is made up of over 50,000 homes as well as a regional medical center (e.g. Corona Regional Medical Center), major shopping centers (e.g., Dos Lagos and The Crossings at Corona), a major transportation corridor – 91 Freeway, access to transit (Corona-North Main Metrolink station), close proximity to prominent universities (UC Riverside, California Baptist University) and community amenities including open space (Skyline Trails – Cleveland National Forest), parks and museums, day spas, and golf courses.

With today's consumer's using online websites for purchasing clothing, food, and a broad array of soft goods, even the most vibrant communities are exposed to the closure of major department stores, reduction in retail store format sizes and overall consolidation trends reinforced by bankruptcies of dozens of major retail store chains.

Despite the City's economic success, the future for Corona, particularly in Downtown, is faced with challenges, some of which are practically unavoidable as the digital economy converts the lifestyles and social patterns of every generation.



The preferences of dynamic workforce segments (creative class of professionals: artists, designers, scientists, and programmers) and the millennial cohort (largest population segment in history) are a driving force for these shifts and attracting the private investment needed to create an environment that exudes vitality, diversity, convenience and balanced mix of work, housing, entertainment, services, arts and culture.

A seamless and organic blend of these uses, where people are willing to stay in their local community, travel less, and spend more money locally because they are given access to the basic needs and amenities (safety, schools, parks/open space, food, walkability/pedestrian enhancements, place to live) and quality of life that they can get more readily in an urban center (e.g., 15-minute city).

zoning priorities, support key catalyst projects as well as identify and fund public infrastructure improvements to improve the Downtown to keep pace with new consumer trends while preserving its historical character and promote improved quality of life locally.

PURPOSE

The Downtown Revitalization Plan (“DRP”) and Design Guidelines (incorporated as a standalone document) were prepared by Kosmont Companies (Kosmont) and Storyland Studios (Storyland) Team in collaboration with the City. The DRP is intended to serve as a roadmap for decision makers and staff, and establishes direction for the City of Corona’s short, medium, and long-range Downtown revitalization efforts and initiatives.

The DRP is also intended to be a document that can be reviewed and updated periodically as may be necessary to be more responsive to economic cycles and challenges, as well as the current policies and priorities of the City. To that end, the DRP focuses on public and private investment around “Opportunity Sites” and specialized public infrastructure to support catalyst projects and revitalization efforts in the Downtown. By building upon previous revitalization efforts as well as existing strengths and leveraging key catalyst opportunities, the DRP will assist the City in growing a strong and diverse Downtown local economy. The DRP also provides current assessments of the market and implementable strategies that are timely and necessary in today’s digital and post-COVID environment.

The DRP is intended to serve as a roadmap for decision makers and staff, and it establishes direction for the City of Corona’s short, medium, and long-range Downtown revitalization efforts and initiatives.

The foresight, persistence, and guidance of the City’s leaders to view this current environment as an opportunity to create this DRP is proactive, timely, relevant, and will allow it to think creatively and strategically to sustain it now and in the future.

This DRP and Design Guidelines will also serve to inform the City’s General Plan and Downtown Specific Plan land use and development policies, goals, and objectives. The DRP contains targeted strategies and recommendations to enhance the business and residential climate in Corona, strengthen the local economy, and support growth and development in the City that is aligned with the desires and needs of a diverse community. Existing business owners are the lifeblood of the Downtown and fostering an environment where both existing and future business owners can thrive is an important focus of the DRP.

The DRP is a roadmap with targeted short, medium, and long-term recommendations to be more responsive to economic cycles and challenges, and will focus on actions, policies, and initiatives that are implementable and lay the foundation for long-term economic growth. This is a strategy focused on public and private investment around “Opportunity Sites” and specialized public infrastructure to support revitalization efforts in the Downtown.

CONTEXT & APPROACH

Over the last 10 years, there have been no shortage of disruptions to the commercial real estate industry due to the Great Recession of 2008, rapid growth of e-commerce (e.g., Amazon) versus brick and mortar, and, most recently, the COVID-19 pandemic. These disruptions reflect a change in the way that consumers buy goods and services and communicate (digital versus in-person) in today's economy.

In 2012, California discontinued redevelopment agencies, one of the most significant tools to spur economic development and downtown revitalization in the last 40 years. As a result, Corona lost a tremendous resource that afforded the City an opportunity to devote millions of local property tax dollars to critical infrastructure, support public-private projects, and provide public amenities in the Downtown and elsewhere in order to stimulate the local economy.

Since 2012, the State has revised its legislative approach to Tax Increment Financing (TIF), replacing former redevelopment agencies with a series of infrastructure tools (e.g., Enhanced Infrastructure Financing Districts - EIFD).

The emergence of these new Economic Development tools in conjunction with other well-established tools (e.g., land use/zoning, real estate, grant funding, and special districts) can help effectuate successful public-private projects and facilitate economic development in the most efficient and effective manner possible to generate a significant economic return and adapt to new economic realities.

In this new world of economic development, Corona must be proactive in **seeking strategic partnerships** and financing structures to provide needed infrastructure and amenities (e.g., parking, circulation, safety, wayfinding, public gathering places, etc.) to encourage private sector engagement and investment in transformative economic development projects (e.g., Corona Mall) to generate increased economic activity, fiscal revenues, and create jobs and housing.



PROCESS

This DRP is the result of a multi-phased effort involving the business community, private sector, elected officials, community groups, and stakeholders to craft a strategy that is unique to Corona.

In preparing the DRP, extensive data collection and analysis was conducted for the Downtown, City, and Riverside County to better understand market dynamics and trends. A highly collaborative engagement process was utilized, both digitally (via creation of a website: thecoronacircle.com) and in-person, including a review of primary economic, infrastructure, workforce, and community assets to determine the community's goals, priorities, and objectives for a revitalized Downtown and vibrant live, work, and play environment. In total, feedback from over 2,400 residents, businesses and other stakeholders was received, which served as the basis for this plan.

The goal of the planning process was to gather input and craft a plan with a set of coherent strategies that recognize the City's and region's strengths and capitalize on near and long-term opportunities. Development of the plan followed these four (4) steps:

1

Gather Baseline Information/Data

- Analyze economic & market trends for City, Downtown and County
- Extensive digital & in-person outreach with community stakeholders
- Review of previous revitalization efforts/plans (e.g., Specific Plan)

2

Identify Opportunity Areas to Focus New Development and Public Amenities

- Historic Civic Center, City Park, Library
- Corona Mall
- Corona Regional Medical Center & adjacent areas
- Other vacant or underutilized Downtown areas

3

Review of Applicable Economic Development Tools

- Strategic Land Use Policies
- Special Districts
- Real Estate Strategies
- Government Funding & Financing
- Grant Funding & Other Public Money

4

Consideration of Implementation Strategies/Approaches

- Develop goals and strategies for Downtown revitalization
- Examine successful Downtown case studies/best practices
- Focus on project/property specific areas/sites ripe for development

TIMELINE

The DRP process commenced in April 2021. Extensive community outreach began in November 2021 and continued through August 2022. Input from numerous individuals, groups, organizations, City departments, and elected officials over that period of time, helped form the basis for the ultimate Downtown Revitalization Plan. The following is a brief timeline of the DRP process:

DRP PROCESS	
DRP Process Kick-Off	April 2021
Downtown Due Diligence & Real Estate Market Assessment	April 2021 – November 2021
Community Outreach	November 2021 – August 2022
Council Plan Preview	August 2022
Council Plan Adoption	September 2022
Implementation Begins	October 2022

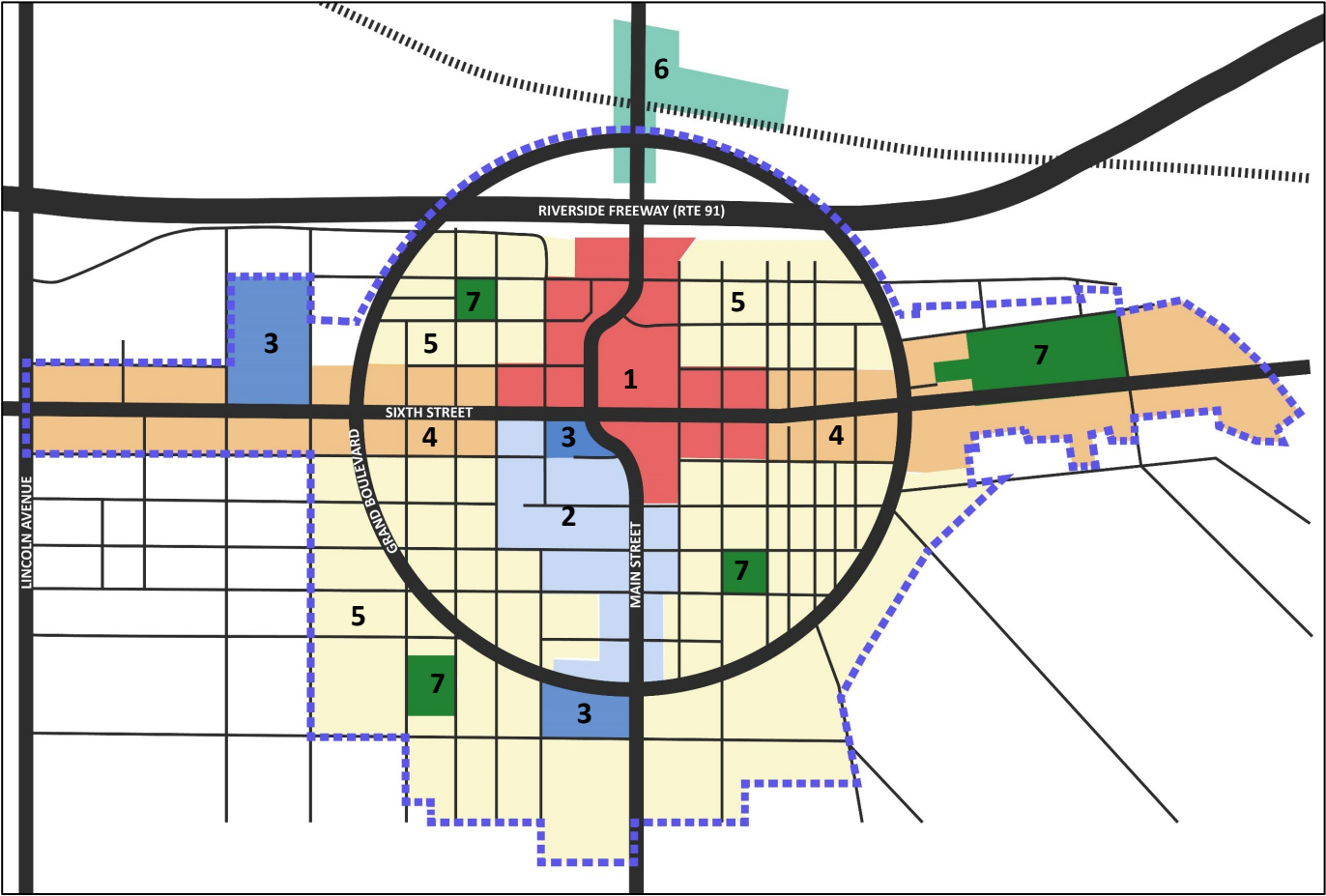
PLAN BOUNDARY AREA

The Downtown Revitalization Plan boundary area (“Downtown Area”) is just over 1.1 sq. miles, or 700 acres, generally centered on the intersection of two major commercial thoroughfares Sixth Street and Main Street within the Grand Boulevard Circle. The Downtown Area runs from Lincoln Avenue on the west to the Temescal Wash Channel on the east along Sixth Street. The Downtown Area also runs from the northern end of the Grand Boulevard Circle (slightly north of the California State Route 91 Freeway (“91 Freeway”) and as far south as W. Burr Street along Main Street.

The Downtown Area generally includes a mix of older commercial, residential, office, civic uses (e.g., Corona Public Library, City Park, and Historic Civic Center) and some limited industrial and hospitality uses. The process for determining the Downtown Area involved a collaborative effort with City staff and extensive community input. The existing conditions, strengths, and weaknesses of the Downtown Area were evaluated, and areas in need of improvement were identified. The areas included in the Downtown Area boundary are generally within a 3/4-mile radius of the intersection of Main Street and 6th Street, which are within 15-20 minutes walking distance of the Downtown.

A key goal of the DRP for the Downtown Area is to create a better blend of land uses, improve connectivity within the Downtown Core between North Main Metrolink Station as well as to explore ways to better activate Civic Spaces like City Park and the Historic Civic Center to complement, expand, and retain existing businesses, which are important to the local economy, along major commercial retail corridors around Main Street and Sixth Street. In addition, the Plan seeks to identify opportunities to promote preservation and improvements of older residential neighborhoods and to expand health and wellness medical oriented businesses around the Corona Regional Medical Center which provide critical services and jobs in the local economy. The following map highlights the Downtown Revitalization Area boundaries and seven key focus areas.

PLAN BOUNDARY



DRP Boundary
Area



Downtown Areas

1.	Retail & Entertainment
2.	Health & Wellness
3.	Civic Spaces
4.	Sixth Street Corridor
5.	Residential
6.	North Main Corridor
7.	Parks

STRATEGIC RECOMMENDATIONS

Local economic development programs can serve as an essential ingredient to maintaining a vibrant downtown, local economy, and livable community. These initiatives need to be thoughtfully developed, properly executed, and strategically timed and funded to trigger and accelerate desired private sector investment. To the extent successful, sustainable economic growth provides reliable incomes for the labor force, profitable business opportunities for employers, and adequate tax revenues for maintaining services and infrastructure, so that the future needs of the community can be supported.

For Corona, revitalization of the Downtown will require sustained focus and commitment on the part of the City Council and staff to influence the direction of private sector investment toward opportunities that can lead to sustainable economic growth over time. The following is a high-level summary of the recommended steps to help the City achieve future economic and social vitality in the downtown area. Recommendations are categorized as follows:

General Implementation

Outlines ongoing actions required to implement the DRP

Enhanced Safety

Identifies specific programs, enforcement efforts, and specific public improvements to better address safety concerns in Downtown.

Catalyst Projects

Lists specific steps to advance key catalyst projects and public-private partnerships in the Downtown.

Public Infrastructure Improvements

Recommends potential infrastructure projects for the Downtown including micro-transit, 6th St. beautification, technological, utilities, parking and more.

Creating a Sense of Place

Recommends actions to promote and reinforce the brand and identity of the downtown via signage, wayfinding, and arts, as well as growing social engagement channels, and cross-promotional opportunities with local Chamber of Commerce, businesses and property owners

Community Events and Programming

Recommends the programming of public open space and gathering areas, and encourages private investment in key catalyst projects that are geared toward entertainment-based use to drive visitors to Downtown.

Stakeholder Outreach and Engagement



STAKEHOLDER OUTREACH OVERVIEW

The DRP planning process included robust stakeholder outreach and community engagement, including presentations at public meetings, public workshops, and targeted stakeholder meetings—both online and in-person in English and Spanish. These outreach meetings ensured input and feedback from residents, businesses, and other stakeholders in the community that live, work, and invest in Downtown Corona.

The topics and issues that were highlighted at the stakeholder meetings included:

1. Economic trends that are impacting businesses and consumers in Corona
2. Key components to a downtown revitalization plan and the vision for improving the downtown
3. Strengths, challenges, and opportunities for the Downtown
4. Specific elements that community members value most about Downtown Corona
5. The priorities, public improvements, and implementation tools that can aim toward downtown revitalization



STAKEHOLDER OUTREACH OVERVIEW

Activity	Timeframe
Small Focus Group Discussions	Sept. 28-30, 2021
One-on-One Council Briefing Sessions	Oct. 26 – Nov. 4, 2021
Community Workshop (CC Chambers)	Nov. 18, 2021
Business Community Meeting Newsletter, boosted social media ads, prints, listservs	Jan. 25, 2022
DRP/EDSP Spanish Community Meeting <i>Newsletter, boosted social media adds, partner listservs, & 2,647 direct mailers</i>	Feb. 6, 2022
City Council Study Session (DRP Update)	Feb. 23, 2022
Virtual Community Meeting <i>Meeting Newsletter, boosted social media ads, partner listservs</i>	Feb. 24, 2022
Community Meeting (Project Update)	Apr. 28, 2022
City Council Meeting (DRP Update & Economic Tools Workshop)	May 25, 2022
Online Website & Survey <i>Launched November 2021, with 45,000+ total user visits and 2,400+ total survey responses</i>	Nov. 2021 – Jun. 2022
Community Meeting (DRP Plan & Design Guidelines Preview)	Aug. 15, 2022
City Council Study Session (DRP Plan & Design Guidelines Preview)	Aug. 24, 2022
City Council Meeting (DRP Plan & Design Guidelines Preview)	Sept. 21, 2022

FEEDBACK THEMES FROM OUTREACH MEETINGS

Feedback from community meetings identified six key themes regarding the Downtown:

Key Themes

Local Anchors

- Rich history
- Civic anchors
(City Hall, Civic Center, Library, City Park)
- Private sector anchors
(Corona Mall, Corona Regional Medical Center, City of Hope)

Limited Amenities

- Limited dining, retail, and entertainment destinations

Built Environment

- Aging buildings
- Public infrastructure deficiencies

Safety Issues

- Lack of activity related to crime and homelessness

Mobility

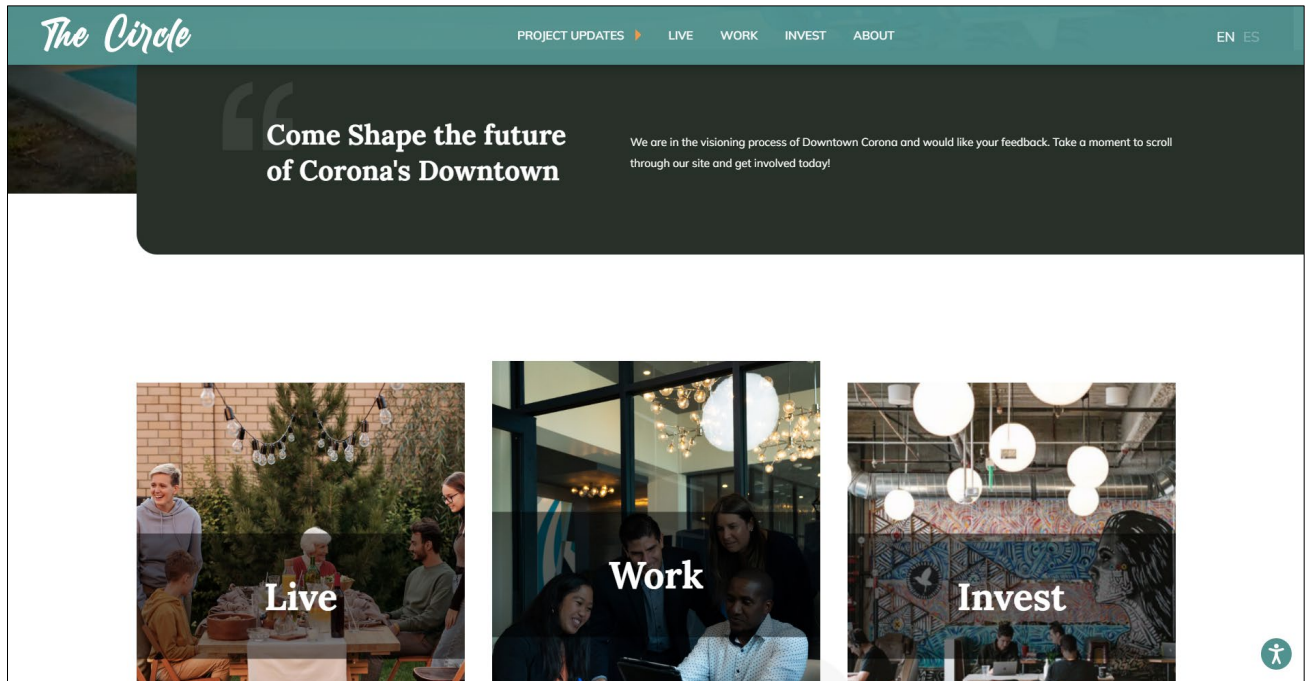
- Well-situated near 91 Freeway and I-15, Metrolink Station
- Walkability limited due to reliance on cars

Community

- Lack of public gathering / event spaces
- Lack of cohesive feel & identity

WEBSITE & ONLINE SURVEY

TheCoronaCircle.com was used as a central location for information about the Downtown Revitalization Plan and process. It also included a link to a digital survey to allow community members to provide online feedback.



Website Launched – November 2021



45,000+ DRP Website Interactions (website visits and pages viewed)



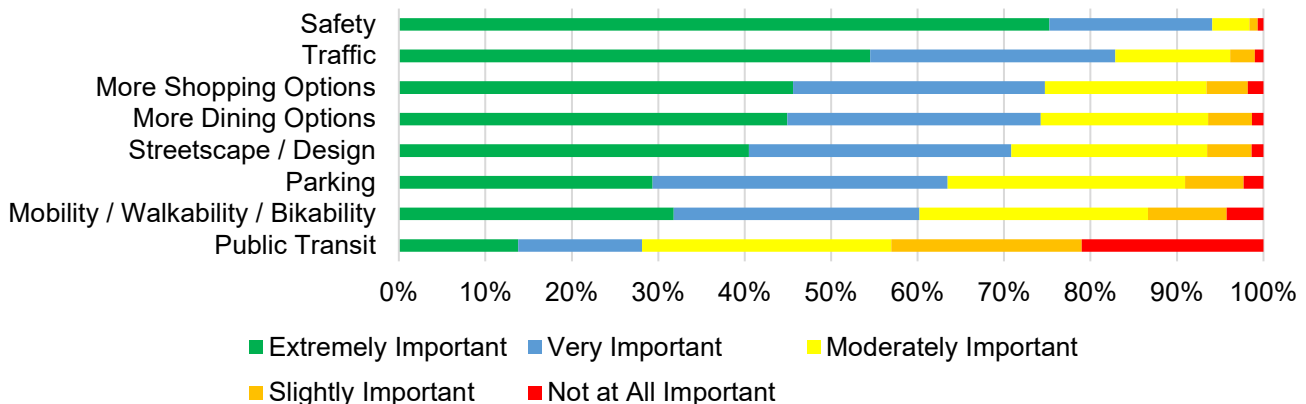
2,400+ DRP Surveys Completed by residents, visitors, business owners, workers, and property owners.

STAKEHOLDER SURVEY RESULTS

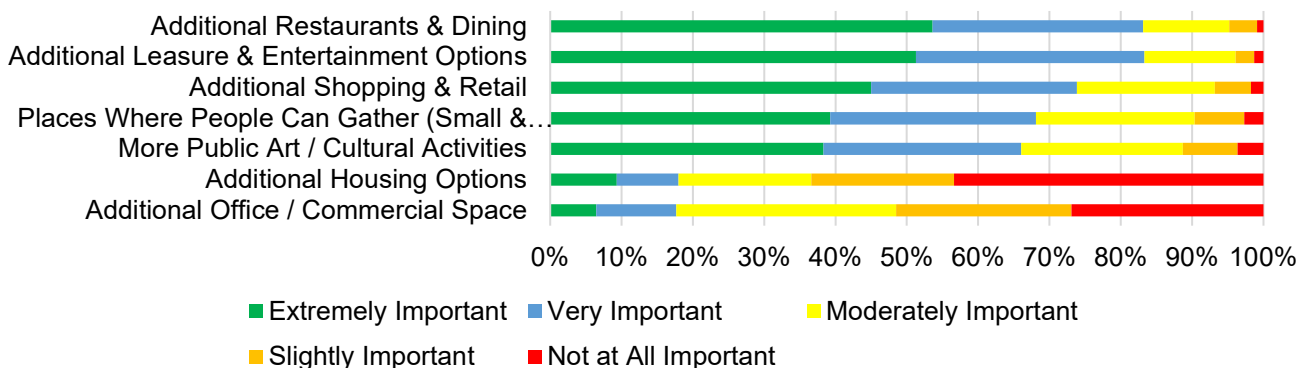
The online survey conducted between November 2021 – June 2022 provided vital insight into community sentiment, helping to establish the goals for the Downtown Revitalization Plan. Over 2,400 surveys were submitted, with ~80% of responses coming from Corona residents who do not live in the Downtown Area. 55% of respondents were at least 45 years old and ~50% of respondents have lived in Corona for over 20 years.

Results show that respondents overwhelmingly want safety and traffic improvements, as well as shopping and dining options and improved streetscape and design. Respondents also overwhelmingly said a dynamic and engaging Downtown Area with a variety of commercial amenities (restaurants, dining, shopping, retail), areas for communal gathering, and public art cultural activities, as extremely or very important.

Outreach Sentiment: Importance of Improvements for Downtown Corona

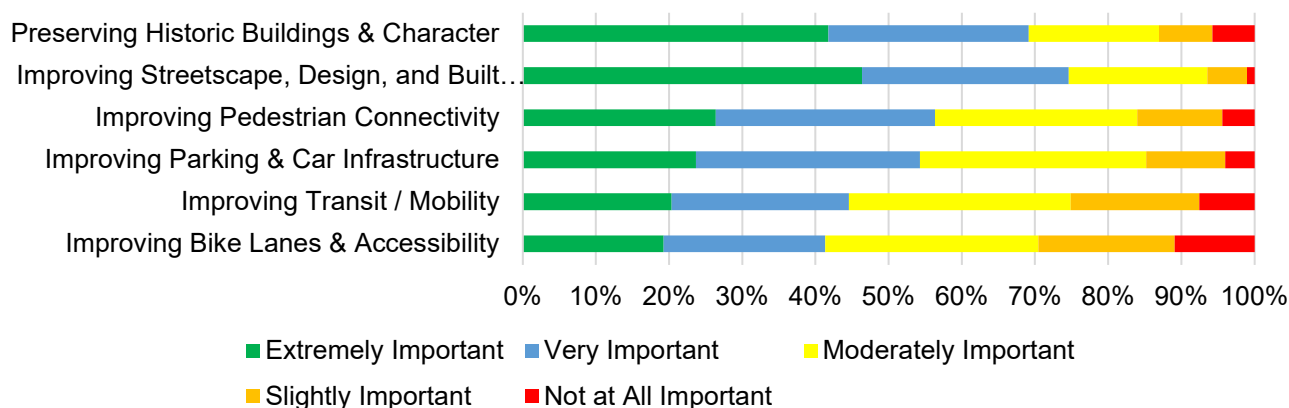


Outreach Sentiment: Importance of New Development for Downtown Corona

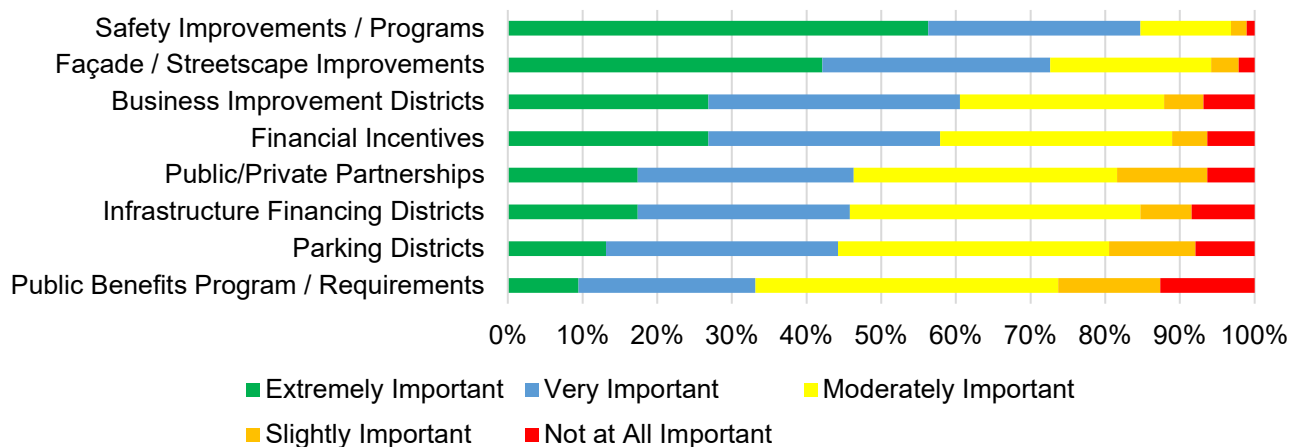


Survey results also assisted in prioritizing downtown revitalization efforts. Respondents overwhelmingly value improving streetscape and the built environment, historic preservation and character, and improving pedestrian connectivity. Respondents also supported the use of safety improvement programs, façade and streetscape improvements, business improvement districts, and public private partnerships to implement the goals of the Downtown Revitalization Plan.

Outreach Sentiment: Priorities for Revitalizing Downtown



Outreach Sentiment: Importance of City Initiatives & Policies



Survey results varied by the type of respondent, offering insights from Downtown residents, workers, millennial and Gen-Z consumers, and Downtown business and property owners.

Key Takeaways

To better serve the Downtown community and attract new, younger consumers to the area:

- Emphasis should be placed on improving mobility, walkability, bike-ability, public transit infrastructure
- New commercial development should focus on improving the food, dining, and entertainment options
- New housing options are needed to meet the needs of Downtown residents, businesses, and workers

Downtown Residents

More likely to rank as “Very Important”...

- Public Transit (39% vs 28% overall)
- Mobility / Walkability / Bike-ability (67% vs 60% overall)
- Additional Gathering Places (77% vs. 68% overall)
- Additional Housing Options (24% vs 18% overall)
- Leisure / Entertainment (89% vs. 83% overall)

Less likely to rank as “Very Important”...

- Traffic (72% vs 74% overall)
- Dining Options (80% vs 84% overall)
- Parking (59% vs 63% overall)

Downtown Workers

More likely to rank as “Very Important”...

- Parking (68% vs 63% overall)
- Mobility / Walkability / Bike-ability as very important and Streetscape (64% vs 60% overall)
- Additional Office / Commercial Space (31% vs 17% overall)
- Additional Housing Options (26% vs 18% overall)
- Additional Gathering Spaces (73% vs 68%)

Less likely to rank as “Very Important”...

- Shopping Options (69% vs 75% overall)
- Streetscape / Design (61% vs 70% overall)
- Additional Shopping Options (65% vs 74% overall)

Under 44 Years Old

More likely to rank as “Very Important”...

- Additional Housing Options (21% vs 18% overall)
- Additional Gathering Spaces (71% vs 68% overall)
- Additional Leisure / Entertainment Options (86% vs 83% overall)

Less likely to rank as “Very Important”...

- Traffic (68% vs 74% overall)
- Parking (59% vs 63% overall)

Downtown Business / Property Owners

More likely to rank as “Very Important”...

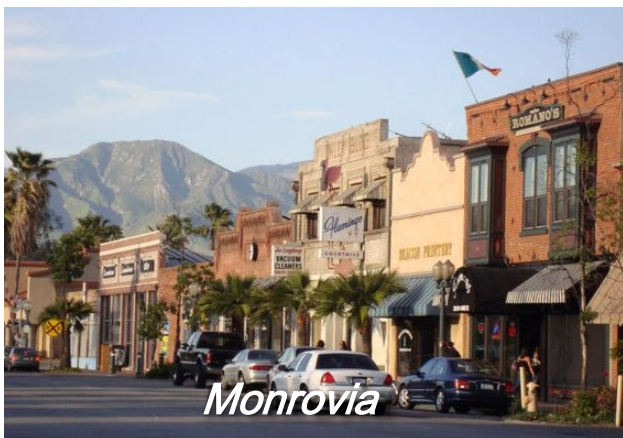
- Additional Office / Commercial Space (47% vs 17% overall)
- Additional Housing Options (36% vs 18% overall)
- Parking (67% vs 63% overall)

Less likely to rank as “Very Important”...

- Streetscape / Design (65% vs 70% overall)
- Additional Restaurants (75% vs 84% overall)
- Additional Shopping Options (69% vs 74% overall)

DOWNTOWN EXPERIENCES

Community feedback also identified a number of downtown districts that members of the Corona community like to visit, such as:





Land Use Revolution – Trends, Emerging Concepts, and Market Shifts

LAND AND USE TRENDS OVERVIEW: THE GREAT RESET & THE LAND USE REVOLUTION

Today's economy is undergoing a variety of changes, driven by digital innovations and shifting consumer preferences of the millennial and Gen-Z populations. Shopping centers are restructuring, brick-and-mortar retail is shrinking, industrial distribution is booming, office complexes are reshuffling, and housing demand is sky rocketing – driven by new consumer behaviors that were accelerated during the COVID-19 pandemic era.

At the same time, communities face a new paradigm of economic development – one that requires using a combination of tools as well as close collaboration between cities, counties, other public agencies, community organizations, and private investors to induce economic activity and community vitality.

LAND USE REVOLUTION

Key trends in the post-pandemic economy are resulting in a land use revolution: new consumer demands driving new priorities for land use.

Retail

- Retail centers are being reimagined (e.g., blended use development) due to retail store closures, bankruptcies, and e-commerce.
- Retail is being driven by trip-generators such as entertainment, experiences, and essentials like food.

Office

- Office leasing activity is dropping as remote work becomes a new normal
- Social distancing and hybrid office environments leading to offices resizing and reconfiguring
- Integrating office into blended use environments.
- Demand for healthcare services and medical uses for outpatient care and co-location of healthcare providers is on the rise and has only accelerated as a result of the COVID-19 pandemic.

LAND USE REVOLUTION

Industrial

- E-commerce is accelerating growth of industrial demand;
- Retail and industrial uses are merging, with space being used for Buy Online Pick Up in Store (BOPIS), fulfillment, last mile and warehousing including flex.

Residential

- Homes are live, play, and work environments
- Home offices are the new home amenity as single and multifamily housing developments are designed to facilitate work
- New residential sites emerging from underperforming shopping centers

Hospitality

- The Hospitality sector was hurt the most by COVID-19, but leisure travel is rebounding

THREE KEY TRENDS FOR ECONOMIC DEVELOPMENT



**Retail is Not
Just Retail
Anymore**

*Retail
Reimagination
as Economic
Development*

US over-built on retail; ~25% of U.S. malls may close over next 3-5 years, COVID-19 accelerated this trend

Blended/mixed use projects integrate multiple uses (*housing, retail, open space, office, hotel*) onto one site



**Industrial /
Distribution is
Critical for
Your Economy**

*Industrial and
Fulfillment as
Economic
Development*

Modern industrial is not your father's industrial – not smokestacks

Retail can't thrive without distribution

Booming demand for distribution, e-commerce, and data centers, blending for fulfillment/delivery, job creators



**Housing is a
Growth Driver**

*Housing
Creation as
Economic
Development*

Housing is not necessarily a net negative fiscal impact, especially at current property values

New housing generates property tax revenues to reinvest in Downtown infrastructure and public amenities and supports local Downtown businesses with a stronger employment and customer base

MILLENIAL POPULATION & WORKFORCE

Today, Corona has a similar level of millennial population compared to state and county averages, with the Downtown's resident population tending to have a larger proportion of Millennials and Gen-Zs. However, the Downtown still struggles to provide the housing and urban setting that is in demand among today's young professionals and young families. Housing remains expensive in the area, and the built environment in the Downtown is predominantly older structures, with a median age of housing unit construction of 1960.

This has important economic development implications as significant future job growth and real estate investment will come from millennials. Although baby boomers currently spend more than millennials (\$2.6 trillion in annual spending), this trend will reverse as millennials increase their net worth and consumption particularly as they represent the largest share of the U.S. population.

While the significance of the Baby Boomer Generation is not to be ignored, Corona should direct some efforts towards attracting and retaining millennial residential/workforce populations, to minimize millennial-out-migration which can lead to shrinking workforce participation, reduced retail sales, and long-term business relocation.

A jobs-to-housing spatial mismatch as related to the emerging millennial workforce can occur when homes that align with workers' economic conditions, social positions, and lifestyle preferences are situated far from their employment centers. In Downtown Corona, the vast majority of residents commute to jobs in areas outside of the Downtown; at the same time, workers in the Downtown are coming from other neighborhoods and surrounding communities.

For Corona, the jobs-to-housing spatial mismatch is predominantly fueled by a lack of new attainable housing options, coupled with a lack of neighborhood characteristics, entertainment, and other millennial-focused amenities. This imbalance can fuel millennial "out-migration" in the City, reducing the number of young, educated professionals that are retained in the City, and potentially jeopardizing the City's ability to maintain and attract businesses and private development in the future.

One way to help prevent continued millennial out migration is to address the high cost of living and lack of a "downtown" and entertainment core in the City. If action is not taken, the potential overall economic impact to the City may be significantly greater in the future and more difficult to reverse.

Resident Migration

Between 2011 – 2021, Corona grew by over **15,000 people**, the 3rd largest increase among cities in Riverside County

Riverside County sees substantial net migration inflows, particularly from the Los Angeles, Orange County, and San Diego Metro Areas

Job Inflow

Downtown
+3,730 Jobs

City of Corona
+66,560 Jobs

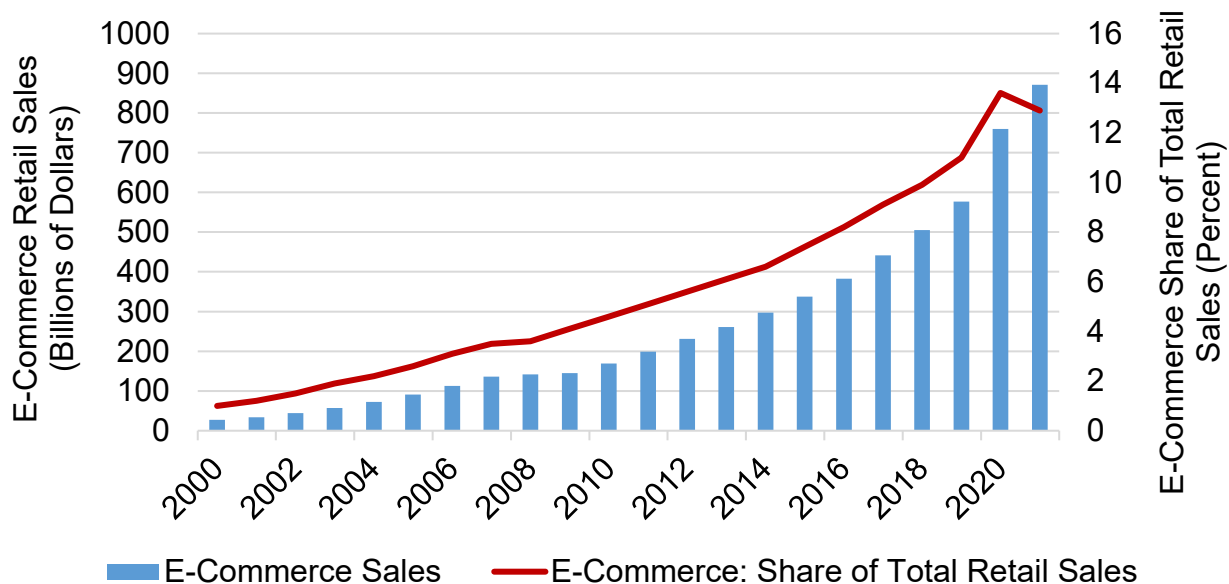
E-COMMERCE

The continuing consumer shift toward online shopping is having significant impacts on brick-and-mortar retail spaces and demand for logistics industrial spaces. As e-commerce activity continues to grow, retail spaces and shopping centers will continue to face a variety of challenges – and Corona should be prepared to address these challenges to maintain a vibrant retail environment, in its Downtown. A few recent trends include:

- E-commerce sales in the U.S. have increased steadily, jumping by 30% in Q2 2020 due to increased utilization during the COVID-19 pandemic. This puts additional pressure on local brick-and-mortar retailers. Post-pandemic retail mall shopping has slowly recovered.
- According to UBS, e-commerce's share of overall U.S. retail sales will continue to increase over the next five years, resulting in a loss of brick-and-mortar sales, primarily in clothing, office supply and sporting goods.
- Consumer online shopping behavior has further solidified during the COVID-19 pandemic, and is not likely to revert to old patterns, thanks to free one-day delivery services, etc.

While struggling shopping centers and retail vacancies present challenges in Downtown Corona, there are also unique opportunities to reimagine and revitalize Downtown retail areas in a way that can better serve the existing community and attract millennial and gen-Z consumers. One way is to reimagine retail centers into blended-use destinations – areas that integrate a variety of uses such as retail, restaurant, outdoor parks, entertainment, creative office, residential development, and hotels.

National E-Commerce Retail Sales



RETAIL TRADE

With over 15,000 employees, Corona's retail sector is a large employer and large source of tax revenues generating +\$90 million per year. In addition to provides part-time and entry level jobs. Retail development is undergoing major shifts due to changing consumer tastes, and other economic forces, including:

1. Retail focusing on essentials, experience, and entertainment – retail centers are no longer just about retail space and square footage; engaging experiences are needed to drive trips and sales.
2. Big box shrinkage – bigger is not necessarily better. Many retailers are shrinking the size of new stores by 25% to 50% or more.
3. New anchor tenants are restaurants and outdoor spaces - dining experiences and gathering places are critical to shopping centers and are major drivers of sales and activity.
4. Millennials are redefining consumer spending – They have more spending power than any generation and are technology driven for communication and shopping needs. Much of their brick-and-mortar spending is focused on retailers and restaurants with authentic / unique products and engaging experiences.
5. Mixed-use is about the right blend – food, entertainment, fitness, medical, office and housing.

Retail Opportunities

Corona can embrace shifts in consumer preferences by pursuing experiential retail that is centered on food, dining, and entertainment, which create a destination and drive trips to the Downtown in order to support existing, new, and emerging businesses.



DINING & ENTERTAINMENT AS RETAIL ANCHORS

Entertainment As An Anchor

With e-commerce having such a heavy impact on brick-and-mortar stores that sell consumer goods, many shopping centers and retail districts are looking to entertainment uses to drive trips.

Traditional entertainment includes movie theaters (challenged due to the pandemic but in the process of recovering), activities such as bowling and arcades, music venues, and performing arts venues.

Beyond these traditional anchors are “Retail-tainment”- experiential retail, with concepts that are designed to attract consumers with unique and engaging experiences. These include boutique theaters, arcade bars and e-sports, programmed open space, play areas, and retail concepts that are designed as a destination experience and provide a gathering place for consumers.

Curated Dining & Ghost Kitchens As Anchor

Food and dining are some of the strongest retail categories today, with many consumers looking for unique, authentic, and curated dining attractions. When almost any meal can be delivered, consumers want an engaging dining destination and experience when they choose to go out.

Food Halls/Public Markets are increasingly operated as food experiences that have a curated set of smaller subtenants and concepts arranged around common gathering and seating areas. Many offer pop-up and incubator concepts for new operations, are centered around local flavors and restaurateurs, and offer a good mix of cuisines.

Ghostkitchens are another emerging trend, where shared kitchen spaces are used by multiple restaurant operators to support concepts that are emerging. These are often used by established virtual restaurant brands that primarily use and rely on delivery-based services versus a dine-in location. An emerging trillion-dollar industry, ghostkitchens are poised to provide better efficiency, convenience, variety, and better locations than standard restaurant spaces.

Dining & Entertainment Opportunities

Food Halls and Ghostkitchens offer a strong opportunity for Corona to support local culinary experiences. With lower barriers to entry and cost of capital than the traditional restaurant model, it is easier to develop dining concepts and expand operations. Further, existing local restaurateurs in Downtown Corona can leverage under-utilized kitchen space and partner with virtual brands as a “host kitchen” to cook and sell third-party food increasing profitability, retaining and creating service industry jobs for local workforce, thereby improving the local economy. With nearly 50% of Downtown Residents identifying as Latino, this is also a great way to encourage entrepreneurship in the Latino community. By partnering these opportunities with current programs offered by the City, such as Emprendedor@s, it can further support the creation of minority-owned businesses in the area.

REMOTE WORK

As a result of office closures during the COVID-19 pandemic, working from home has steadily increased over the past decade as digital communication technologies have improved. Office closures during the COVID-19 pandemic significantly accelerated this trend, resulting in major impacts on office districts and community daytime populations, reshaping land use demands within communities.

Work-from-home is changing where people choose to live and increases popularity of “15-minute communities” that offer amenities and quality of life. The census Bureau estimates that ~44% of workers are in jobs where working from home is currently feasible, with only a quarter of those in feasible telework jobs actually utilizing this capability.

Research shows the ability to telework likely varies by educational attainment and income-level; many of the telework occupations are represented by Corona residents such as professional and administrative occupations. Other research shows that while work-from-home days have declined from the pandemic high of 60% to ~30% of days, this is still significantly above pre-pandemic estimates of 5%.

For roles that can be conducted remotely, employers are expecting an average of 2.3 work-from-home days per week, suggesting that hybrid home/office trend is likely to continue well beyond the COVID-19 pandemic.

While the full impact of this shift toward telework and remote work is still being determined, it is clear that the growing popularity of telework will reshape office and home environments.

- Offices are likely to focus more on collaboration, communication, and comfort
- Homes will likely dedicate more space to work.
- Remote workers will likely value having amenities close to home.
- Some cities will see declining daytime populations due to lower traffic to office parks, while others will see a growing daytime population in residential areas as residents work from home. In the City of Corona, the shift towards telework could necessitate an increased focus on technological infrastructure to help support the increasing demand for broadband access for remote workers.

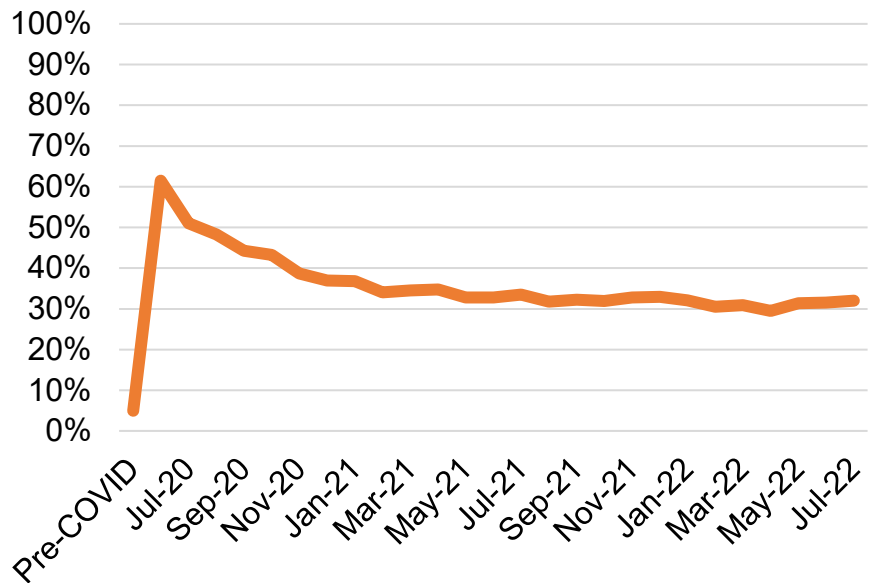
REMOTE WORK

The Survey of Working Arrangements and Attitudes, launched in May 2020, is an online survey run jointly by the University of Chicago, ITAM, MIT, and Stanford University.

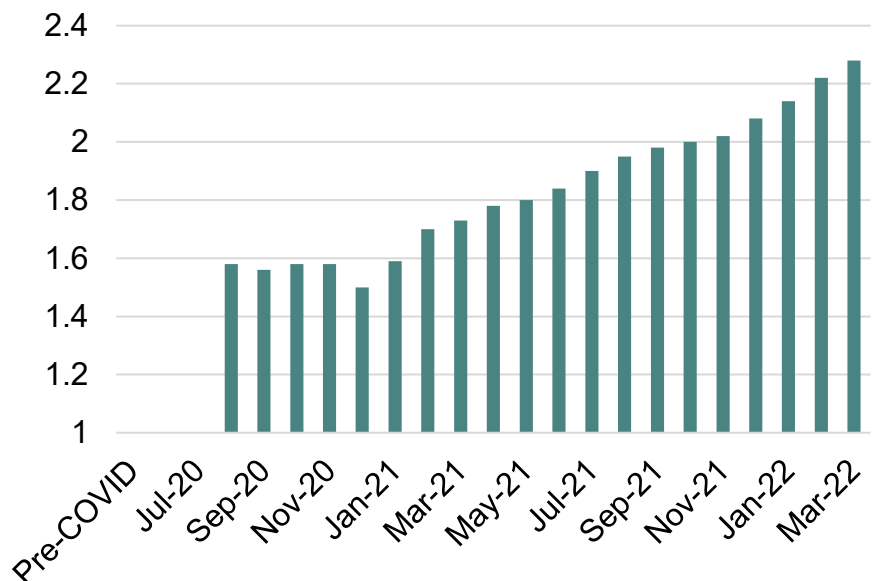
The monthly survey results show that respondents continue to work-from-home for ~30% of days, relatively level from spring 2021 – suggesting that work-from-home trends may remain post-COVID.

Employers are also embracing a hybrid schedule, with employers planning ~2.4 days per week of work-from-home after the pandemic ends – suggesting that employers are increasingly comfortable with embracing work-from-home arrangements as standard operating procedure.

Percentage of Paid Full Days Worked From Home



Post-COVID Employer Plans: Avg Days Per Week Working From Home



Source: Survey of Working Arrangements – WFHRResearch.com, survey run jointly by University of Chicago, ITAM, MIT, and Stanford University. Barrero, Jose Maria, Nicholas Bloom, and Steven J. Davis, 2021. “Why working from home will stick,” National Bureau of Economic Research Working Paper 28731.

ENTREPRENEURSHIP

Startups, small businesses, and other entrepreneurial enterprises are an increasingly important component of a healthy local economy, driving job retention and creation, business attraction, innovation, vibrancy, and diversity.

The City of Corona can help to foster entrepreneurial activity through targeted programs and a supportive regulatory environment, which will encourage a more dynamic labor market and encourage local business investment and industry clusters. Common ingredients to foster successful entrepreneurial ecosystems include:

- Talent:** Investment in human capital builds and retains a talented workforce. Supporting educational and training programs, as well as linking academic networks with local businesses, can help build a strong and innovative workforce.
- Density:** Dense communities can foster innovation through greater opportunities for collaboration and larger local customer base. Supporting cluster growth, creating hubs of activity, driving media awareness, and building mentorship networks are components of dense startup hubs.
- Culture:** Innovation clusters require a culture of innovation, support, learning, and entrepreneurship; this can be fostered through partnerships that teach entrepreneurial skills and link businesses with employees.
- Capital:** Startup success requires experienced investors to provide funding, networking, and expertise. This can be aided through programs geared toward linking startups with capital and other resources to grow businesses, as well as tax incentives for investors.
- Regulatory Environment:** Governments should help create a stable, predictable, and supportive regulatory environment to help foster innovation and entrepreneurship.

OPPORTUNITIES

Downtown Corona can be poised to foster a strong entrepreneurial environment. As a gateway community between Riverside and Orange counties, the City can attract talent from across the region. With a strong cluster of medical users surrounding the Corona Regional Medical Center, the City could enhance this talent cluster through a stronger health and wellness village district concept. Also, the City could pursue strategic partnerships with universities/educational institutions to establish educational hub/satellite campuses in Downtown.





Current Downtown Conditions Assessment

DOWNTOWN BACKGROUND / HISTORY



1886	Corona community founded, as southern Riverside County booms, resulted from the expansion of railroads. The first building in town was an office building, located at the heart of Downtown Corona, at the northwest corner of Sixth and Main Streets, with the first house nearby at Sixth and Ramona.
1896	City of Corona officially incorporated.
1913-1916	Corona becomes known as the “Indianapolis of the West”, with large crowds drawn to the area for automobile races around the Grand Boulevard circle.
1940’s	Corona establishes itself as an agricultural powerhouse in the first half of the 20 th century, particularly citrus – once referred to as the “Lemon Capital of the World”
1960’s	Corona’s population continues to boom, reaching 27,500. The Riverside Freeway (CA-91) was extended through Corona, connecting the coastal area with Riverside. Corona establishes a Redevelopment Agency to conduct urban renewal disrupting the Downtown economy – many businesses relocate to newer commercial areas outside of the Downtown circle.
1980’s & 1990’s	Corona continues to see significant population growth, as the Inland Empire becoming one of the fastest growing areas of the country. The City initiates many efforts to revitalize the downtown area, including the Downtown Revitalization Study (1987), the Corona Downtown – Create the Vision charette and Vision Plan (1995), and the Downtown Revitalization Specific Plan (1998).
2000’s to today	The City of Corona now boasts approximately 170,000 residents and has a renewed focus on revitalization of the Downtown particularly through the most impactful events of the last 20 years (e.g., rise of e-commerce, loss of redevelopment, and COVID-19 pandemic) and emergence of new economic development tools which provide a unique transformational opportunities.

DOWNTOWN CORONA – REGIONAL CONTEXT

Corona is a gateway community between the Inland Empire, Orange County, and the greater Los Angeles area. The City is well positioned and integrated into the North Orange County/East Riverside County region via freeways, rail, and airports, and in close proximity to prominent universities, beaches, regional and entertainment attractions such as Disneyland, Cleveland National Forest, and premier shopping destinations. The area is ~48 miles from the City of Los Angeles and ~26 miles from Irvine.



CORONA DOWNTOWN CHARACTER

Corona is a vibrant, diverse and charming community of ~170,000 residents and a wide variety of businesses, with a high quality of life, deep sense of history, and rich heritage.

The Downtown is centered around the Grand Boulevard circular street and the intersection of the principle commercial corridors, Sixth Street and Main Street. The 91 Freeway and Metrolink Rail Line are located just north of the Downtown and I-15 is located to the east.

The Downtown is an eclectic mix of old and new, including single- and multi-family homes, retail and professional office, and many of the city's civic institutions. There are a variety of architectural styles, including older historic houses and newer buildings, old streetlights and mature trees. Much of the area has a small-town character rooted in the City's history, while also being well-positioned for new growth in the future.

The Downtown is also home to a number of Corona's strongest public and private institutions – including the City's Historic Civic Center, public library, and City Park as well as the Corona Regional Medical Center.

Revitalizing the Downtown can capitalize on Corona's character and the strengths of the Downtown core while finding ways to improve the area for the future through reimagination and improvements.



GENERAL PLAN

The Corona General Plan (“GP”) was recently updated in 2020 and provides a long-range comprehensive guide for the physical development of the City’s Planning Area, serving as the blueprint for future growth and development. As noted in the GP’s introduction, the Downtown and transit areas are the City’s largest opportunities for redevelopment of underutilized properties for housing, new commercial activity, and other uses. One of the guiding principles for the General Plan is to “restore” the Downtown Area “as the symbolic, functional, and historic core of Corona”:

“Downtown Corona continues to be the focus for redevelopment to encourage the establishment of mixed land uses consisting of retail and entertainment land uses, with its historic housing and commercial buildings as cornerstones. Cumulatively, these features will create a vibrant downtown offering a quality pedestrian-oriented urban village. Traditional character, appearance, and functions of the Downtown’s historic resources will be blended with new development as part of its revitalization .”

The goals outlined in the General Plan also focus on a variety of subgoals that aim for an engaging Downtown Area, such as the following land use goals (Goal LU-17):

- Accommodate a mix of commercial, office, entertainment, civic, cultural, housing, and similar uses in accordance with the land use plan’s designations and applicable density standards and design and development policies, as may be precisely defined by specific plan.
- Allow for the development of a mix of housing types as well as senior housing to enhance the customer base and promote walking to Downtown uses and activities”
- Promote the development of community-oriented, cultural, and live/theatrical performance uses, building on the Civic Center’s current role as the centerpiece of arts and culture.
- Accommodate public gatherings, festivals, and other special events in public places, such as parks and the community center
- Promote and support the redevelopment of the Corona Mall and adjacent properties into a central attraction within the Downtown Core, with a mix of supporting land uses.

“A revitalized Downtown Corona that is the centerpiece of community identity, history and culture, and governance —known for its diverse and eclectic physical development and form, vibrant economy, historic character, and pedestrian activity.” - Corona General Plan

SPECIFIC PLAN

The Downtown Revitalization Specific Plan (“SP”) was adopted in February 1999 and most recently amended in 2019. The Specific Plan aims to create a vibrant downtown experience that “capitaliz[es] on the area’s historic character, local amenities, and opportunity for pedestrian activity” and expands on the vision for the downtown opportunity area that was established in the General Plan and the Vision Plan for Downtown Corona (1995). The Specific Plan area encompasses 621 acres, centered around the Grand Boulevard circle and the Sixth Street corridor, and includes commercial, industrial, residential, and public properties.

The Specific Plan focused on refining concepts for downtown revitalization, designating land uses, formulating policies and design guidelines, establishing an urban design framework, and developing implementation strategies and programs. The major objectives included:

- To foster Downtown as the heart of the community, an identifiable place for residents and visitors to do business, shop, and recreate.
- To investigate a future direction for the Corona Mall.
- To provide a series of new, unconventional zoning regulations and design guidelines which will regulate and promote quality downtown-type buildings and businesses typically found in a community’s center.
- To establish a more “pedestrian friendly” environment by designing a circulation route that works “around” the heavy vehicular traffic found on Main and Sixth Streets.
- To establish Downtown as the traditional governmental and cultural focal point of the City.
- To provide needed public facilities.
- To support the establishment of cultural resources, such as museums and galleries.
- To improve economic activities supporting the historic scale and character of the original Downtown environment.
- To clean up the sign clutter that chokes the visual environment of Sixth Street and Downtown.
- Stimulate economic development and reinvestment in the Downtown.
- Preserve and enhance single-family neighborhoods in the Specific Plan area.

“The Downtown Specific Plan is intended to create a vibrant downtown experience, capitalizing on the area’s historic character, local amenities, and opportunity for pedestrian activity.” - Downtown Revitalization Specific Plan

DEMOGRAPHIC & MARKET OVERVIEW

Corona has a slightly higher percentage of millennial and Gen-Z residents as well as a slightly lower median age, compared to Riverside County and California averages. The residents living in Downtown Corona tend to be younger than the City overall.

- US Census Bureau data indicates that 3,730 workers (all jobs) in the Downtown live outside of the Downtown; of those, 20% are aged 29 or younger, and 56% are aged 30-54 years old.
- US Census Bureau data indicates that 3,590 workers (all jobs) that live in the Downtown work outside of the Downtown; of those, 26% are aged 29 or younger, and 55% are aged 30-54 years old.

Future job and business growth, consumer spending, and real estate investment will come from millennials and require the need for more attainable housing opportunities to foster the growth of a workforce of young professionals, young families, teachers, and first responders. Millennials represent largest segment of homebuyers, however, entry-level housing opportunities that foster a workforce and target buyer segment (millennials 26-41 years) are significantly underrepresented in Downtown Corona.

Housing

The housing stock in the Downtown tends to be older than the City of Corona, with a median year built of 1960 compared to 1990 city-wide. Housing values in the Downtown also tend to be lower than City and County averages. Housing supply is also very tight in the Downtown, with active for-sale listings averaging fewer than 10 since 2018.

- A significant portion of Downtown residents (59%) are renters, compared to 34% citywide, but active rental supply tends to be very tight.

Commercial Buildings

- Commercial buildings are generally smaller and older spaces; many would be more competitive on the market with refreshes / upgrades to accommodate modern tenant needs/conveniences requiring greater private sector investment.

Visitors

- The Downtown Area sees ~6.6 million annual visits, as well as an additional ~1.3 million visits from employees; roughly 1/3 of these visits are from people with homes located greater than 10 miles from Corona.

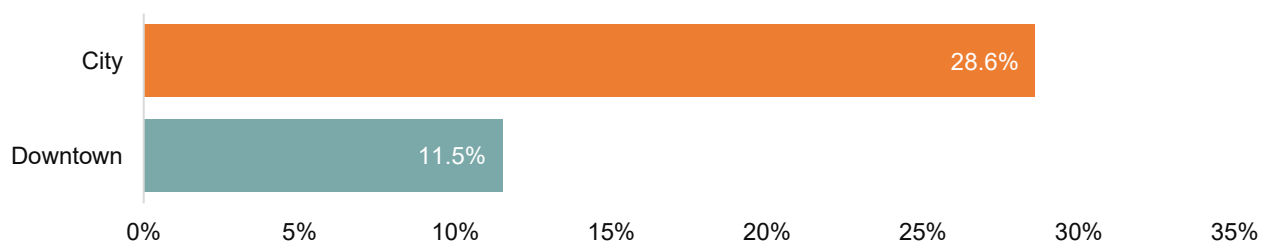
Income

- Household income levels of residents of the Downtown Area are estimated to be significantly lower than income levels of the home areas of visitors and employees to the Downtown Area, suggestive of a housing mismatch between available units in the Downtown Area and the demands of those who visit the Downtown Area.

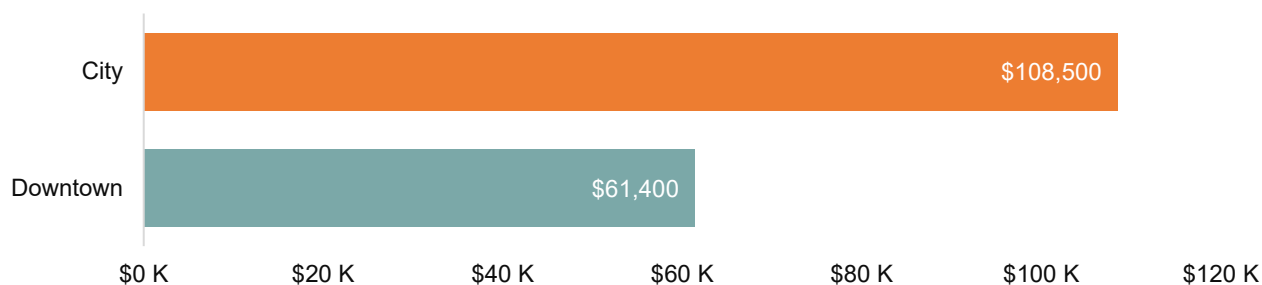
DEMOGRAPHIC & ECONOMIC DATA

2021 Est.	Downtown Corona	City Corona
Population	8,600	169,500
Households	2,300	50,300
Average HH Size	3.8	3.4
Pop. Growth since 2000	0%	36%

Percentage of Adults: Bachelor's Degree or Higher

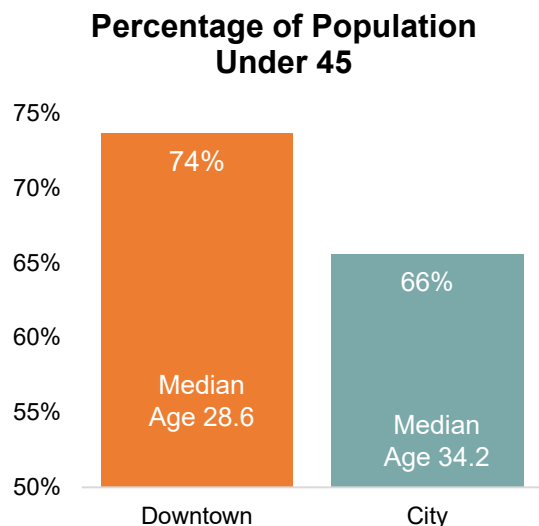


Average Household Income



Sources: ESRI Business Analyst Online, Census Bureau OnTheMap, CA Dept. of Finance

DEMOGRAPHIC & ECONOMIC DATA



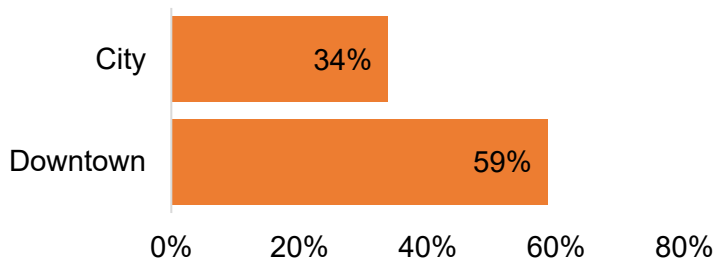
2019 Est.	Downtown	City
Workers Living and Working	69	10,681
Workers Coming (Inflow)	3,730	66,560
Workers Going (Outflow)	3,590	59,003
Net Inflow	140	7,557
Employee Ratio	1.03	1.10

Top Downtown Resident Industries	Top Downtown Worker Industries	Downtown Resident Commute Destinations	Downtown Worker Commute Origins
Manufacturing (12.7%)	Healthcare and Social Assistance (46.5%)	Corona (19%)	Corona (15.9%)
Healthcare and Social Assistance (11.2%)	Admin. & Support (9%)	Riverside (6.1%)	Riverside (11.7%)
Construction (10.7%)	Retail Trade (7.7%)	Los Angeles (4.9%)	Moreno Valley (3.4%)
Accommodation and Food Services (9.7%)	Accommodation and Food Services (7.1%)	Anaheim (4.8%)	Eastvale (2.5%)
Retail Trade (9.7%)	Professional, Scientific, and Technical Services (6.1%)	Irvine (4.1%)	Lake Elsinore (2.4%)

Sources: ESRI Business Analyst Online, Census Bureau OnTheMap

HOUSING MARKET OVERVIEW

Percentage Renter Occupied
Housing Units



Median Year Housing Unit Built

Downtown	City
1960	1990

Median Home Value

Downtown	City
\$420k	\$540k

Housing Affordability Index

Downtown	City
69	93

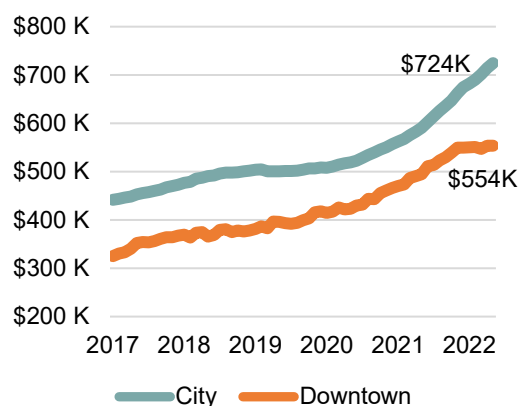


Multifamily Market Data (2021)

	Downtown	City
Units	485	9,262
Vacancy %	5.0%	3.3%
Asking Rent	\$961	\$2,200
5-Yr Absorption Units	(3)	1,100

Market apartment units, CoStar analytic filters

Avg. Home Sale Price (12-Mo. Rolling Avg.)



Sources: ESRI Business Analyst Online, CRMLS, CoStar, City of Corona

Note: The Housing Affordability Index measures the ability of a typical resident to purchase a home in an area. A score greater than 100 represents an area where housing-related costs are affordable for a household with the median income; a score less than 100 indicates areas where homes are less affordable and median incomes are not high enough to purchase a median-valued home.

COMMERCIAL MARKET OVERVIEW



Retail

Primarily smaller spaces in older community / neighborhood / strip centers and freestanding buildings

735k SF
0.6% Vacant
\$25.70 Market Rent PSF



Office

Primarily smaller buildings, focus on medical and local professional office

732k SF
7.3% Vacant
\$24.30 Market Rent PSF



Sources: CoStar

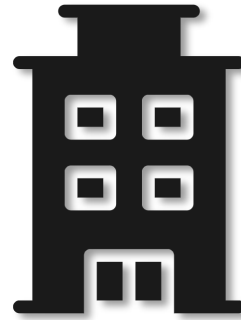
COMMERCIAL MARKET OVERVIEW



Industrial

Only a few buildings, including small warehouse / automotive spaces, primarily on eastern side of Downtown

46k SF
0% Vacant*
\$16.20 Market Rent PSF*



Hotel

Independent economy -class hotels and motels over 25 years old

5 properties / 106 rooms
70% Occupancy*
\$85 est. Average Daily Rate*

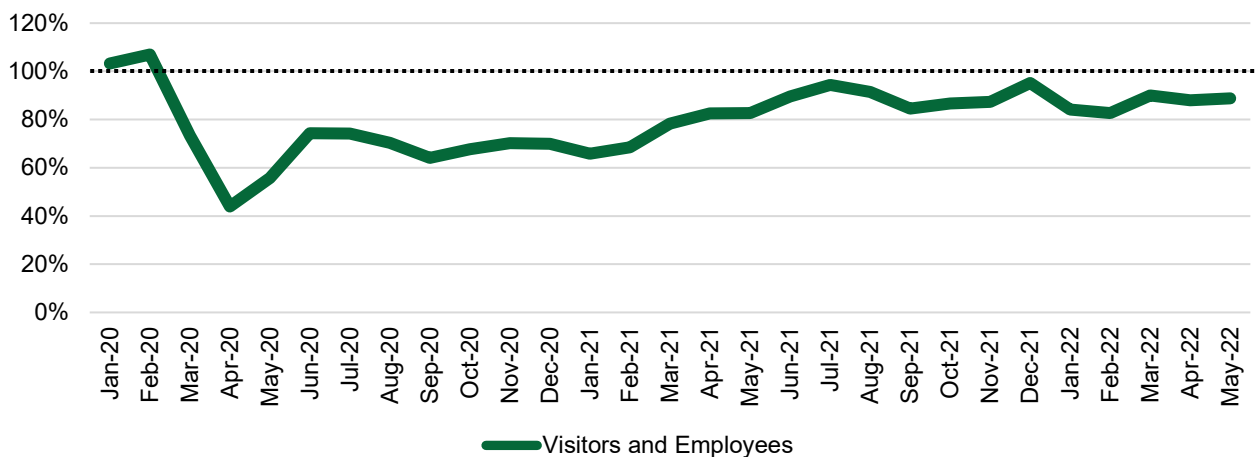


Sources: CoStar; limited number of properties, market metrics are CoStar best estimates

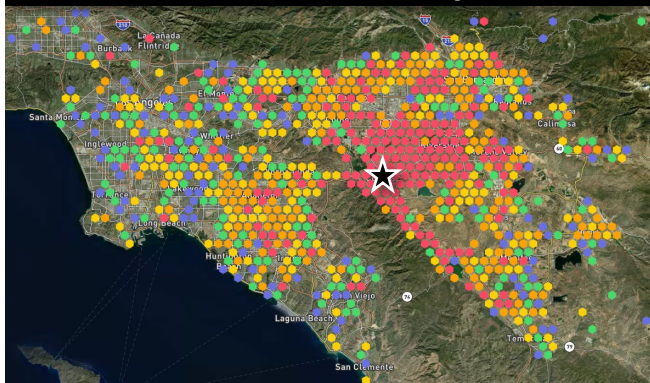
RESIDENT / WORKER / VISITOR DATA

Mobile location visitor data – provided by Placer.ai – gives a better understanding of visitor activity in the Downtown Corona area, visitor behaviors and preferences, home / work locations, demographics, trade areas, and customer base. This data shows that visitor and employee trips to the downtown area remain below pre-COVID levels, with downtown visitors/employees coming from throughout the region (primarily nearby Riverside County communities) and downtown residents primarily working in locations in Corona / nearby Riverside County communities / Orange County.

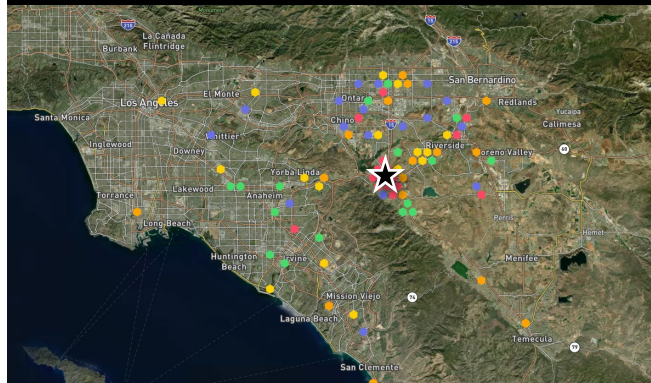
**Monthly Downtown Visitors & Employees
Comparison to 2019 Baseline**



**Visitor / Employee Home
Location Heatmap**



Resident Work Location Heatmap



Sources: Placer.ai

RESIDENT / WORKER / VISITOR DATA

Mobile location visitor data also provides insight into the visit behaviors of visitors / employees that come to Downtown Corona, as well as the top home / work locations and demographic estimates of these visitors, employees, and residents. The most common places visited by each of these categories are provided on the next page, giving insight into consumer tastes / preferences.

June 2021 – May 2022	Visitors	Employees
Visits	6.6 million	1.3 million
Visit Freq.	6.9 visits	151 visits
Dwell Time	57 min. (median)	528 min. (average)
Peak Hour	11am	12pm
Peak Day	Friday	Tuesday
% from greater than 10 miles	36%	31%

Top Home Locations		Top Work Locations
Employees	Visitors	Residents
Corona	Corona	Corona
Riverside	Riverside	Riverside
Lake Elsinore	Moreno Valley	Norco
Norco	Norco	Rancho Cucamonga
Ontario	Perris	Fontana

Average Household Income	
Residents	\$43,400
Employees	\$85,400
Visitors	\$89,200

*Placer.ai uses a different estimating methodology than ESRI BAO data provided on previous pages; data provided for comparative purposes

RESIDENT / WORKER / VISITOR DATA | Favorite Places

	Residents		Workers		Visitors	
Shopping Center	Citrus Village II	64%	Corona Hills Plaza	50%	Corona Hills Plaza	39%
	Plaza on Sixth Street	57%	Galleria at Tyler	46%	Galleria at Tyler	38%
	Crossings At Corona	54%	Crossings At Corona	45%	Crossings At Corona	36%
	Gateway Town Center	54%	North Main Plaza	42%	Ontario Mills	35%
	North Main Plaza	53%	Southpointe Plaza	38%	Victoria Gardens	29%
Grocery	Cardenas Market	38%	Stater Bros. Markets	18%	WinCo Foods	10%
	Superior grocers	34%	Aldi	18%	Cardenas Market	9%
	Stater Bros. Markets	31%	Cardenas Market	15%	Aldi	8%
	Walmart Neighborhood Market	26%	VONS	14%	Albertsons	7%
	WinCo Foods	25%	Sprouts Farmers Market	14%	El Super	7%
Restaurants	Taqueria 2 Potrillos	21%	BJ's Restaurant and Brewhouse	14%	BJ's Restaurant and Brewhouse	9%
	Del Taco	15%	Rodrigo's	14%	The Cheesecake Factory	8%
	Tudy's Mexican Food	13%	Lazy Dog Restaurant & Bar	13%	Texas Roadhouse	8%
	BJ's Restaurant and Brewhouse	12%	Taqueria 2 Potrillos	13%	Rodrigo's	8%
	El Torero	11%	Del Taco	11%	Taqueria 2 Potrillos	7%
Leisure	Starlight Cinemas	19%	Disneyland Resort	22%	Disneyland Resort	20%
	Santana Regional Park	16%	Starlight Cinemas	13%	Knott's Berry Farm	13%
	Maclin Open Air Markets	16%	Knott's Berry Farm	13%	AMC Theatres	11%
	City Park	15%	AMC Theatres	12%	Starlight Cinemas	9%
	Victoria Park	12%	Santana Regional Park	11%	Van Buren Drive-in Theater	8%
Medical and Health	Integrated Medical Center of Corona	6%	Integrated Medical Center of Corona	10%	Integrated Medical Center of Corona	3%
	Grand Smile Care	6%	Grand Smile Care	4%	Grand Smile Care	2%
	Chiropractic Injury Care & Prevention Network	3%	Dental Care of Corona	3%	Dental Care of Corona	2%
	Tran'sDENTAL	3%	Dental Associates of Corona	2%	-	
	Dr Michael Onandia	3%	Bright Now! Dental	2%	-	

Sources: Placer.ai

STRENGTHS & OPPORTUNITIES TO SUPPORT REVITALIZATION

- **City is Major Landowner** – The City owns properties (e.g. Corona Mall, Library, City Park), that can be utilized to support its long-term goals and revitalization strategies in Downtown.
- **Market Opportunity** - High potential exists for development/redevelopment of underutilized vacant land parcels within 5 years within Downtown core (e.g., Corona Mall, others)
- **Transportation Infrastructure** – Existing transportation related infrastructure (North Main/91 Freeway) can help support future transit oriented - development and connectivity to Downtown
- **Metrolink Station** – Nearby Metrolink station, through improved connections to Downtown Area, could bring economic benefits and synergies
- **Medical Cluster** – Centrally located healthcare institutions (e.g., CRMC & City of Hope) help foster healthcare/wellness, drive job creation, and economic activity in Downtown and region
- **Civic Anchor Institutions/Amenities** – Civic anchors like City Hall, Civic Center, Library, and City Park play a pivotal role in providing services, programs, and events to reinvigorate the Downtown.
- **Regional Growth** – Positive net migration in Riverside County (3rd Largest in US) stands to benefit the City with an expanded workforce and patrons for local businesses and private investment.
- **Worker Inflow** – Downtown Corona has higher number of workers employed in Downtown but living outside – suggesting that an opportunity exists to capture greater share of the employment base.

CHALLENGES TO REVITALIZATION

- **Brick and mortar** retail in Downtown is challenged by e-commerce; job shortages; supply-chain problems in post-COVID-19 digital economy may negatively impact City sales tax revenues.
- **Aging Infrastructure** suggests Investment is needed in public infrastructure to improve/enhance quality of life (safety), pedestrian access, mobility, circulation, parking, wayfinding, streetscapes and support/attract private investment.
- **Lacks targeted branding** and a sense of place to promote its unique historic character and identity make it harder to attract visitors.
- **Lack of entry level housing opportunities** to support local workforce, young families, empty nesters as well as existing and/or future commercial/retail businesses in Downtown
- **Limited retail, restaurant, and entertainment-based amenities** to attract and support a growing millennial population.
- **Population demographics** reveal significantly lower median income, home values, and educational attainment than City overall – suggesting critical need for workforce training programs and other workforce development programs.

Concepts and Lessons Learned



CONCEPTS & CASE STUDIES

In evaluating downtown revitalization strategies, there are often valuable lessons that can be learned from the experience of other communities that have faced similar economic challenges and achieved success.

Several case studies were examined, based on input from community members, research, and past project experience. These case studies provide insight into successful best practices and project concepts, as well as examples of successful implementation approaches. These case studies were examined to understand the challenges these communities faced, the decisions they made, and the and the lessons they learned—providing real life examples for Corona to follow.

SHOPPING CENTER REVITALIZATION

- Large Shopping Center Revitalization (Bella Terra – Huntington Beach, CA) - Describes the successful redevelopment of an enclosed mall into a blended use lifestyle center.
- Retail Strip Center Reimagination (DeSoto Marketplace – DeSoto, TX) – Discusses how a small strip center can become a dynamic, blended use project with local flavor that supports small businesses.
- Curated Food Hall & Experiential Retail (Rodeo 39 Public Market – Stanton, CA)– Summarizes how a dining and retail space, grounded in curated local offerings and entertaining communal experiences, can become a destination for the community.

MOBILITY AND TRANSIT INFRASTRUCTURE ENHANCEMENTS

- Transit Enhancements for Downtown Mobility (OC Streetcar – Santa Ana, CA) - Describes the how transit enhancements that connect a major transit hub with local anchors and commercial districts can foster economic activity and growth throughout the Downtown Area.
- Micro-Transit for Downtown Connectivity (FRAN – Anaheim, CA) - Discusses how smaller-scale mobility services can enhance community connectivity in a downtown district.

MEDICAL VILLAGE – HEALTH / WELLNESS / MEDICAL / INNOVATION DISTRICTS

- Blended Use Health & Wellness District (Medical Main Street – Lancaster, CA) - Summarizes how a city can plan a blended use district, centered around major medical anchors, that includes a variety of complementary uses.
- Blended Use Medical Office (Rookwood Exchange – Cincinnati, OH) - Describes how a 12-acre mixed-use project can use medical office as an anchor that supports other uses, such as restaurants, retail, hotel, and other health/wellness businesses.

SHOPPING CENTER REVITALIZATION

As the retail environment continues to be reshaped by the growth of e-commerce and shifting consumer demands for engaging experiences, many shopping centers have found the need to reposition themselves to better suit the consumer of the future. Shopping centers that are losing their draw are being reimagined as blended-use developments that integrate a variety of land uses to replace the vacancies and underutilized retail space / parking fields caused by shifting consumer behavior. The types of uses incorporated into blended-use shopping centers includes:

- Residential
- Office
- Hotel
- Personal services
- Entertainment
- Specialty shops
- Outdoor amenities
- Last-mile distribution
- Government services
- Restaurants

This trend toward revitalized blended use development can be found across the country, at shopping centers of all sizes. Many large super-regional malls are finding ways to replace vacant anchors and oversized parking lots, presenting a good opportunity for redevelopment because of the large amount of space available to use for new concepts. Smaller strip and neighborhood centers are also incorporating new uses to their spaces, offering good opportunities to redevelop underutilized spaces by capitalizing on good locations, transit accessibility, and site infrastructure. In all cases, these centers are aiming to attract more visitors to the site and increase activity at the center, driving sales and economic resiliency.

Considering the market dynamics that are impacting the Corona Mall and other shopping centers in the Downtown Area, blended-use redevelopment concepts can result in a more sustainable and diversified development that improves the downtown community. Housing development that occurs on site can provide older residents in the community an opportunity to downsize and give younger residents and young families an opportunity to live independently. The amenities of a blended use development can be valuable for all of the neighbors nearby who are looking for a vibrant neighborhood with more options to shop, dine, and entertain.

Bella Terra | Large Shopping Center Revitalization

Huntington Center was a 1960's era enclosed mall on a 58-acre site in Huntington Beach, California. In the early 2000's, the mall underwent a major renovation project, ultimately leading to much of the mall being replaced with a Tuscan-themed lifestyle center village that incorporated a blend of land uses:

- Restaurants and cafes
- Grocery
- Cinema
- Residential apartments
- Retailers

While the Bella Terra center is significantly larger than any of the sites in the Corona Downtown Area, it is a good example of how shopping center sites are increasing vibrancy by incorporating a variety of land uses that are grounded in appealing design and consumer comfort.



DeSoto Marketplace | Retail Strip Center Reimagination

The Brookhollow Shopping Center was an ailing under-utilized 50k SF strip center in DeSoto, Texas – a suburb ~16 miles from downtown Dallas. While initially planning basic changes, the developer engaged with the community to transform the center into the DeSoto Marketplace: a vibrant pocket of walkability / local businesses. Elements included:

- Adaptive reuse such as reclaiming excess parking area for food trucks and trailers.
- A “pitch-day” for local businesses, resulting in local firms such as a small bakery, soul food shop, vegan juice shop and other local entrepreneurs gaining spaces.
- A focus on small / local businesses, including counter-service restaurants and office uses.
- Residential uses – five small loft-style four-plexes.

DeSoto Marketplace serves as a good example of how a focus on local flavor, walkability, and small businesses – along with a blend of uses and flexible zoning requirements – can lead to an engaging multi-use hub of activity.



Rodeo 39 Public Market | Curated Food Hall & Experiential Retail



The Village Center shopping plaza in Stanton, CA was a blighted 24-acre site on Beach Blvd near the 22 Freeway that was undergoing significant vacancy issues. The city worked with Frontier Real Estate Investments to create something unique and experiential. Residents wanted a destination where they could eat, play, hangout, and have fun.

Food – particularly curated local offerings – was the foundation of Rodeo 39, a new 41,000 SF retail and dining space. But the project also aimed to add a variety of engaging, entertaining, and experiential offerings that would encourage people to spend time at the project:

- Wide variety of cultural dining (Vietnamese street food, Japanese ramen, Detroit pizza, Laotian BBQ, and more)
- Small stage for live music performances
- Retro arcade and games
- Pop up shops selling clothing, jewelry, and interesting items.
- Boutique tattoo artists
- Craft brewery and cocktails
- Variety of seating and communal areas for gathering



New attractive multifamily housing abuts the site, adding extra activity throughout the day. Rodeo 39 has been considered a great success, with the local community embracing the eclectic and engaging destination. The developer is now planning new Rodeo projects in three other communities in the Southern California area.

Rodeo 39 is a good example of a curated food hall and experiential retail project can serve as an entertaining destination and hub for the community.

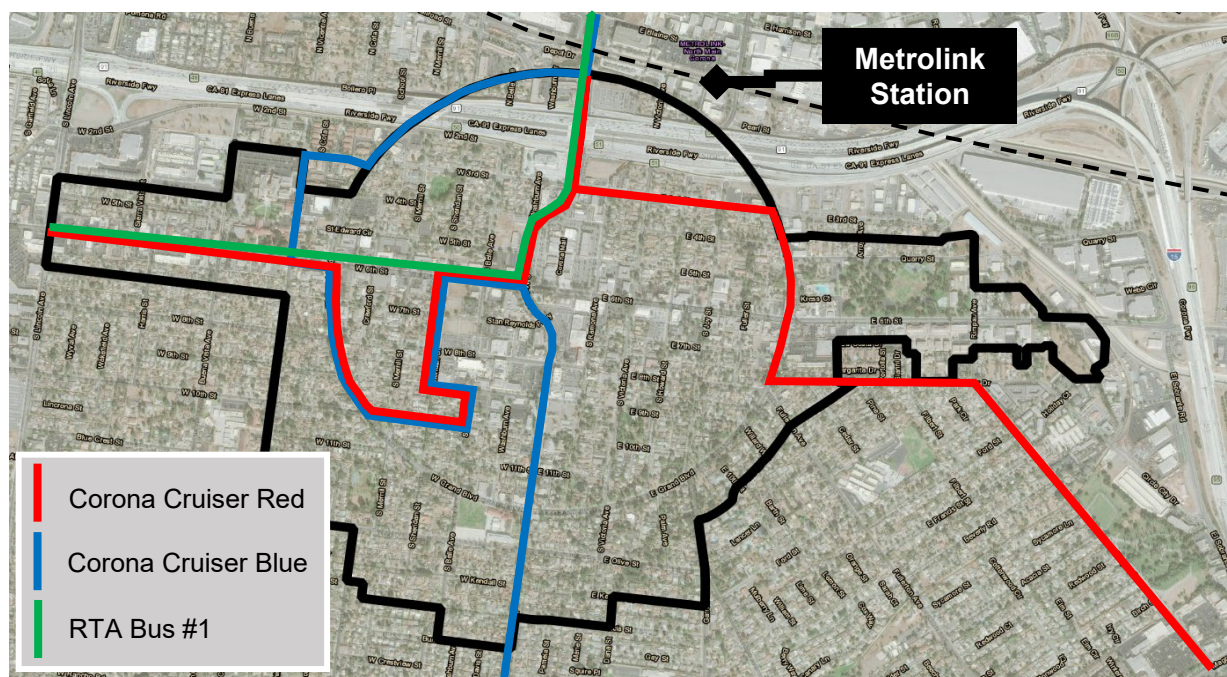
MOBILITY AND TRANSIT INFRASTRUCTURE ENHANCEMENTS

The Downtown Area is a significant High Quality Transit Area (HQTA) with proximity and access to a variety of transportation / transit options:

- **Metrolink Station:** Perris to Downtown Los Angeles
- **Corona Cruiser:** Red Line and Blue Line
- **RTA 1:** Corona 6th Street to UCR / Downtown Riverside
- **RTA 3:** Corona Transit Center to Eastvale / Norco
- **RTA 205/206:** Corona Transit Center to Temecula
- **91 Freeway:** Gardena to Riverside
- **I-15:** Inland Empire to San Diego

One vital concept to improve the economic viability of Downtown Corona is to foster better connectivity between transportation, transit nodes, the Downtown, and civic anchors. This includes improvements for cars, public transit, bicycle, and pedestrian access. The “Complete Streets” framework established in the Corona General Plan and Downtown Revitalization Specific Plan provides that public spaces and transportation networks serve all users of the system and encourage a variety of transportation mobility/options.

The City currently serves in an advisory role as part of the Riverside County Transportation Commission Transit-Oriented Communities Strategic Plan to explore funding tools resources (e.g., EIFD) that can fund local and regional transportation related infrastructure. RCTC’s goals for the 91/Perris Valley Line Corridor include creating a connected community by maximizing mobility choice, creating a sense of place and building community, and fostering a transit-friendly environment with a mix of uses and densities.



MOBILITY AND TRANSIT INFRASTRUCTURE ENHANCEMENTS

The City of Corona staff has served on the advisory committee throughout the duration of the strategic plan development and have stressed the importance of the North Main Station and connectivity with the Downtown due to development of the Downtown Revitalization Plan.

The Corona North Main Station was specifically highlighted by RCTC as a successful Transit Oriented Community (TOC) due to the adjacent Metro @ Main development. RCTC has also mentioned how the area adjacent to the Corona North Main Station could be further enhanced with additional developments that are transit oriented in nature as well as the create connectivity across Main Street that would support access across the freeway. Some options that were discussed for general connectivity included a pedestrian bridge and much more cost-effective solutions such as a shuttle service or circulator from the Metrolink station with the goal to create a more walkable and comfortable environment.

As the RCTC TOC Strategic Plan progresses, RCTC will look towards available funding opportunities to support their strategies, which the City could be eligible for since it is within the identified project area. The City should continue to utilize its advisory role as part of the Riverside County Transportation Commission Transit-Oriented Communities Strategic Plan to recommend funding tools resources (e.g., EIFD) that can fund local and regional transportation related infrastructure and improvements identified by RCTC. The City can and should also pursue strategic partnerships with CalTrans, Metrolink, SCAG and/or other local and regional agencies, as well as seek out grants and other funding resources that could be utilized for transit related infrastructure in Downtown.



Santa Ana OC Streetcar | Transit Enhancements for Downtown Mobility

In Santa Ana, the OC Streetcar Project will expand accessibility to transit and connectivity throughout the City, catalyzing private investment. The project is the first modern streetcar project to be built in Orange County (\$400M est. project cost funded from Federal, State, and Local funding).

The project is strategically connecting the Santa Ana Regional Transportation Center, historic downtown districts and civic center, artists village and cultural institutions, and thriving restaurant scene. The project will enhance connectivity and foster economic activity and growth throughout the area and spur private investment and development activity along the streetcar line.

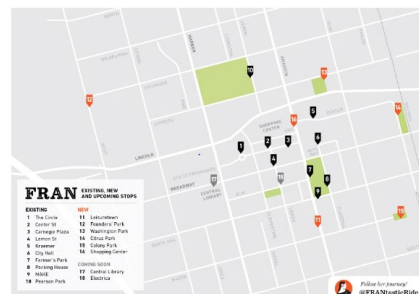


Anaheim FRAN Micro Transit | Micro-Transit for Downtown Connectivity

Free Rides Around the Neighborhood (FRAN) offers on-demand, local transportation using a micro-transit fleet of electric vehicles that riders can request using the **A-Way WeGo App!** The project is a partnership between Anaheim Regional Transportation and the City of Anaheim.

FRAN provides service to a geofenced service area of the dynamic downtown corridor known as “Ctr City” in Anaheim. The service does not follow fixed routes; rather, riders can choose to begin & end their trips at one of a list of predefined stops near popular downtown destinations like the Historic Packing District, Carnegie Plaza, and Founder's Park.

FRAN is a great example of smaller mobility services that provide a useful service to the community in a core downtown area, allowing better connectivity between key destinations and anchor institutions.



MEDICAL VILLAGE - HEALTH / WELLNESS / MEDICAL / INNOVATION DISTRICTS

Hospitals and medical centers have the capacity to provide a strong, stabilizing presence to neighborhoods and serve as “anchor institutions” with significant physical and economic assets. Some of the most in-demand land uses today are centered around medical services, health and wellness, on-demand inpatient/outpatient care, and co-located healthcare providers in a one-stop shopping environment.

This includes hospital complexes and traditional medical office buildings, fitness centers, gyms, boutique workout concepts, healthy restaurants, pharmacies, specialty care services, and urgent care facilities. Districts that blend these anchor services with other related uses – including creative / innovative office and co-working, residential / hotel developments, and restaurant / entertainment uses can create a dynamic and vibrant district that employs a diverse and skilled employment base while providing vital services and amenities to the community.

There is a well-established medical services cluster in Downtown Corona. Support for additional health, wellness, and medical uses – as well as related uses such as shopping, dining, residential, and entertainment – can further enhance the Downtown as a hub of activity. By taking a proactive and collaborative approach between the public and private sectors, Corona can foster a Wellness District that:

- Serves as a gathering place for residents that can inspire health and wellbeing
- Provides high-quality healthcare for Corona residents and the surrounding region, including access to primary and specialty care
- Synergizes other medical facilities, healthcare professionals, and health & wellness services.
- Incorporates a walk-able and bike-able district that houses a wide variety of healthcare facilities and specialists and integrates healthcare alongside commercial endeavors such as health food stores, restaurants and workout facilities.

For Corona, a medical village concept can have a positive economic impact for the Downtown. This would allow Corona to build off its existing strong medical cluster and create an even greater hub of economic activity. The potential expansion of the medical and additional synergistic uses can create new jobs and induce additional economic output. The medical village or district concept could serve as an anchor of economic activity in the Downtown that provides vital health services and public amenities to the Corona community and the larger Riverside County region.

Medical Main Street | Blended Use Health & Wellness District

The city of Lancaster, CA is in the process of creating a Medical Main Street district, centered around the Antelope Valley Hospital, City of Hope cancer treatment center, and other nearby medical offices. The city's plan aims to utilize vacant and underutilized land near these local medical anchors and revitalize the district, creating a walkable / bikeable area that caters to the staff and patients of the medical centers and better serves the community as a destination.

The area aims to include a variety of new medical services, such as a rehab center, orthopedic surgery facility, and cardiovascular care clinic. Aside from new medical uses, the area also plans to incorporate other uses such as stores and restaurants, apartments, health- and wellness-oriented businesses, fitness facilities, assisted-living facilities, and a hotel.

The City is currently undergoing an extensive planning process and is designing / funding infrastructure such as street / circulation improvements that are needed.

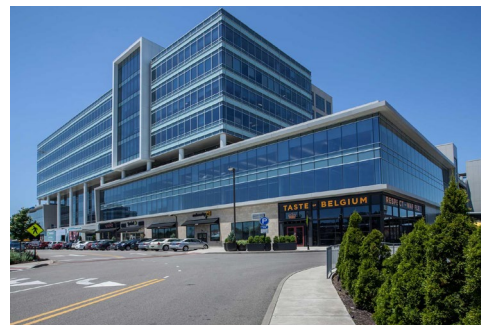


Rookwood Exchange | Blended Use Medical Office

The Rookwood Exchange was developed on a 12-acre site in Cincinnati in 2013 and is a good example of a mixed-use project that uses medical office as an anchor, supported by a variety of other uses. A 260,000 SF medical office building serves medical, business, and professional office tenants.

The project also includes a variety of other uses, such as restaurants, two hotels, apartments, health spa, physical therapy, vitamin store, social club, and parking garage.

The Rookwood Exchange shows how a project on a relatively small site can blend medical office with retail, restaurants, hotels, and other health/wellness uses to deliver a quality health destination for the community.

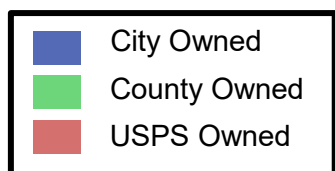
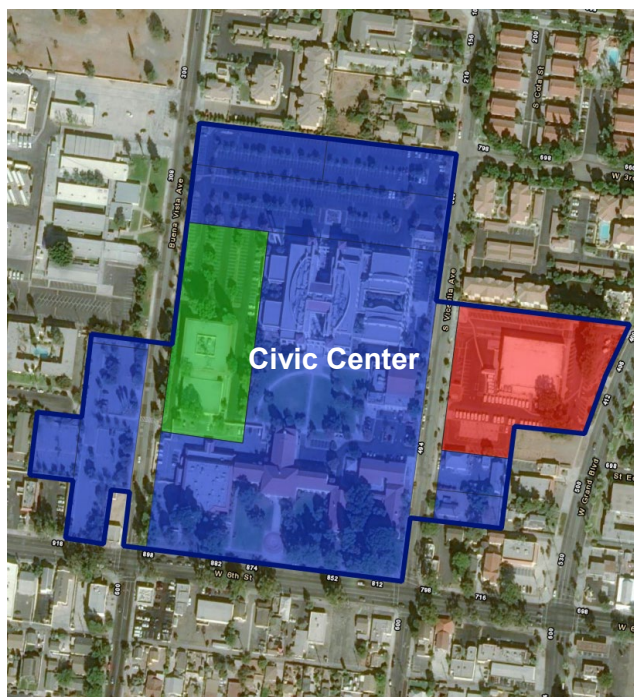


Primary Assets and Opportunities



Civic Center – Existing Conditions & Opportunity

- Approximately 24 acres at Civic Center area
- Located just to the west of the Grant Blvd circle, the Civic Center is home to Corona City Hall, the Historic Civic Center, and the County Courthouse
- Surrounding neighborhoods to the Civic Center consist of commercial and residential uses.
- The City is exploring ways to enhance this critical anchor institution and better link and integrate it with the Downtown Area.
- The City is also exploring ways to renovate and improve the Historic Civic Center, such as performance space renovations to host performances and events.
- Specialized infrastructure improvements can create sense of place and further rejuvenate and connect the Civic Center—through pedestrian oriented improvements such as plazas and outdoor spaces, water features, running/walking paths, events and programming, street improvements, sidewalks, and/or transit, etc.



City Park – Existing Conditions & Opportunity

- Approximately 21 acres at City Park area
- City Park is located just to the east of the Grand Blvd circle and is home to a large park and recreation facility with fields, pool, and skatepark.
- Surrounding neighborhoods to City Park consist of commercial, residential and some industrial uses.
- The City is currently exploring ways to enhance current facilities at City Park through a Parks Master Plan, which will help strengthen a civic anchor and public amenity to visitors and residents in Downtown
- In conjunction with the Parks Master Plan effort, the City should identify and fund critical public infrastructure improvements (utilities, pedestrian oriented improvements (bike lanes, pathways, street improvements, landscaping and others) that can help provide a safe traveling corridor from City Park to the Downtown.



Corona Mall North – Existing Conditions

- Approx. 10 acres located at prime location at northeast corner of Sixth Street and Main Street in Downtown.
- Surrounding neighborhoods: commercial properties, public library, medical uses, church and residential.
- LAB and City are major landowners, exploring opportunities for revitalization.
- City is exploring how to leverage the site, along with other nearby anchor properties, to create an integrated entertainment/destination center with an activated and thriving blend of uses: retail, entertainment, restaurant, housing, etc.
- Mall revitalization will need to address parcel assemblage, multiple ownership, parking, site access and circulation.
- Specialized infrastructure can create sense of place and further rejuvenate and connect the North Mall area with surrounding opportunity areas (e.g., South Mall) —plazas and outdoor spaces, streetscape and connectivity improvements, etc.

Street View



Corona Mall North – Potential Concept

The North Mall has the potential to be reactivated through blended use developments centered on the following concepts:

- Remodeled common areas, open space, and linear park
- Refreshed retail and restaurants
- Mixed-use residential

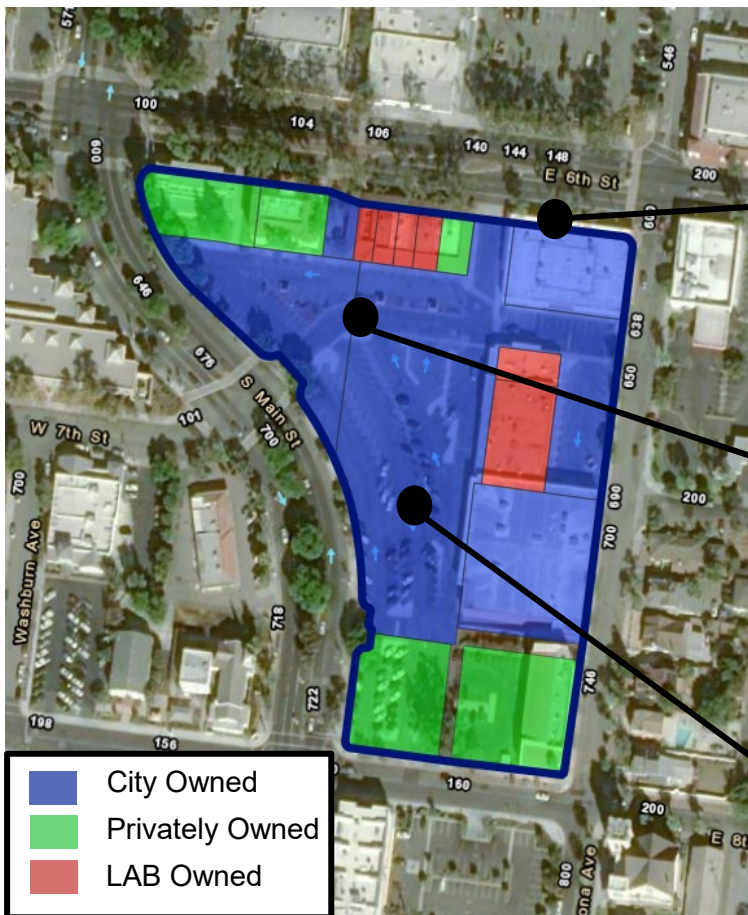
These sorts of developments have the potential to create a more active destination.



Corona Mall South – Existing Conditions

- Approx. 6 acres located at a prime location on the southeast corner of Sixth Street and Main Street.
- Surrounding neighborhoods: walkable areas, commercial properties, public library, medical center area and residential.
- LAB and City are major landowners, exploring opportunities for revitalization.
- City is exploring how to leverage the site, along with other nearby anchor properties, to create an integrated destination with an activated and thriving blend of uses including: retail, entertainment, restaurant and housing.
- Revitalization efforts will need to include parcel assemblage / multiple ownership, parking / site access / circulation, etc.
- Specialized infrastructure can create sense of place and further rejuvenate and connect the North Mall area with surrounding opportunity areas—plazas and outdoor spaces, streetscape and connectivity improvements, etc.

Street View Images



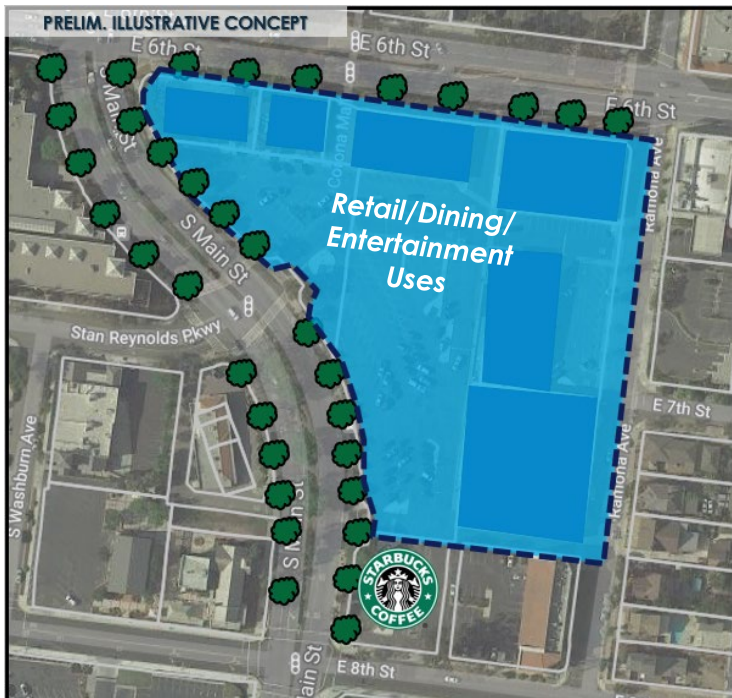
Corona Mall South – Potential Concept

The South Mall has the potential to be reactivated through blended use developments centered on the following concepts:

- Food hall and brewery dining concepts
- Remodeled outdoor space, great lawn, patios, and water features
- Other activated / experiential retail and commercial spaces

These elements have the potential to create a more curated/vibrant destination and activity zone.

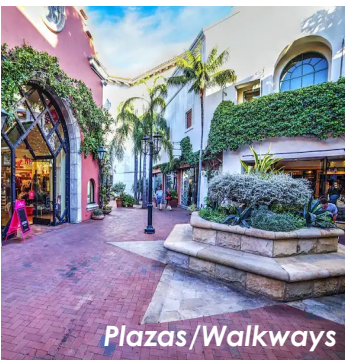
Inspirational Imagery



Water Features/Gathering Places



Outdoor Space/Great Lawn



Plazas/Walkways



Ghost Kitchen Space

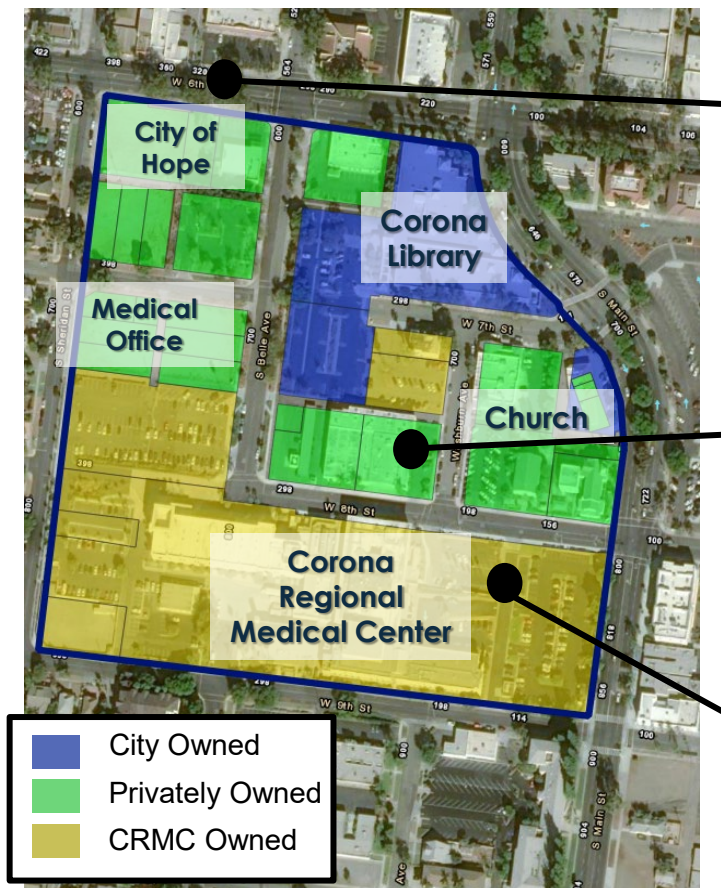


Food Hall/Public Market

Medical Center Area – Existing Conditions

- Approx. 24 acres located at prime location at the southwest corner of Sixth Street and Main Street.
- Current uses include the Corona Library, Corona Regional Medical Center, other medical office uses, and a historic church.
- It will take collaboration between City and major stakeholders / landowners to explore opportunities for revitalization and expansion of medical / health facilities.
- City could also leverage its own publicly owned property to create a medical village / health & wellness district – a magnet for medical facilities, professionals, health and wellness services / activities, and supportive uses.
- Some challenges may include parcel assemblage / multiple ownership, land acquisition, parking / site access / circulation, etc.
- The identification and installation of specialized infrastructure (e.g., parking, circulation, access, walkability, streetscape) improvements can help support and elevate the area and promote better health and access to healthcare for the City and region with a blend of medical/retail and/or potentially hospitality as a major economic driver/anchor in Downtown.

Street View Images



Medical Center Area-Potential Concept

The Medical Center area has the potential to be reactivated/revitalized as a Medical/Health and Wellness Village/Hub through public and private investment in blended use developments centered on the following concepts:

- Additional medical office and specialty care services / healthcare events
- Fitness and health club, childcare facilities
- Healthy food / restaurants and retail
- Residential / hotel
- Walkability / bike-ability (walking trails, paths, paseos, gardens)

Medical/Healthcare village developments can integrate health services with mixed use destinations where people can live, work, and play, and as a result, have a significant positive economic impact on the Corona economy and meet the demand for convenient, on demand access to quality healthcare.



Inspirational Imagery



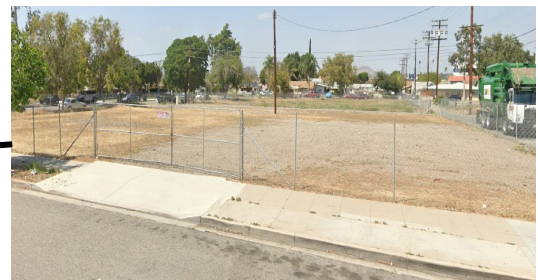
Downtown Development Site Opportunity

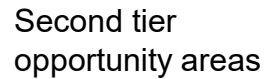
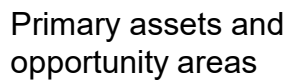
Existing Conditions

- Approx. 5.7 acres located at prime location at northwest corner of Sixth Street and Main Street in the Downtown.
- Surrounding neighborhoods: walkable areas, commercial properties, Corona Mall sites, medical center area, library.
- Some existing challenges/barriers to development include land acquisition, parking / site access / circulation, etc.
- The primary private landowner in the area is currently exploring commercial / blended-use development concepts, which will need to be considered in the context of other Downtown development opportunities.
- City can help encourage private investment in vacant and/or underutilized sites such as this one with installation of supportive public infrastructure, efficient entitlement and permit processing, and design guidelines in order to create a comprehensive vision and sense of place that is accretive to other proximate developments and fulfills the City's ultimate vision for a vibrant Downtown destination.



Street View Images





An aerial photograph of a city grid, likely downtown, showing a dense network of streets and buildings. A prominent circular road pattern is visible in the lower-left quadrant. The image is overlaid with a semi-transparent orange filter. A solid orange vertical bar is on the left side of the page.

Downtown Goals and Strategies

GOALS & STRATEGIES

Building off economic trends and the feedback received during community and stakeholder outreach, the Downtown Revitalization Plan is centered around five primary goals and strategies for the Downtown area.

	GOALS	STRATEGIES
1	Enhanced Safety	<ul style="list-style-type: none"> ▪ Continue the Police Dept. Business District Enhancement Team ▪ Utilize Homeless Solutions programs ▪ Utilize the Business Liaison program ▪ Create environmental design improvements ▪ Install security cameras ▪ Develop technological infrastructure
2	Catalyst Projects	<ul style="list-style-type: none"> ▪ Corona Mall Revitalization ▪ Medical Center Area ▪ City Park revitalization ▪ Historic Civic Center revitalization ▪ Property assemblage ▪ Develop Public/Private Partnership projects
3	Public Infrastructure Improvements	<ul style="list-style-type: none"> ▪ 6th Street beautification ▪ Streets renewal ▪ Make landscape enhancements ▪ Replant trees ▪ Conduct sidewalk, lighting, and parking improvements ▪ Explore façade improvement program
4	Creating a Sense of Place	<ul style="list-style-type: none"> ▪ Create gateway signage ▪ Install Signage and wayfinding ▪ Install Streetlights ▪ Create thematic sidewalk & street enhancements ▪ Display public art ▪ Create unique branding ▪ Create public seating areas ▪ Create gathering spaces ▪ Revise Design Standards
5	Community Events & Programming	<ul style="list-style-type: none"> ▪ Host night markets ▪ Host festivals / cultural events ▪ Host outdoor athletic events ▪ Have live music / concerts ▪ Host Performing arts ▪ Host Destination events ▪ Host Signature annual events

1. Enhanced Safety

Enhancing safety in the Downtown Area is one of the City's foremost goals. The Police Department is working on a targeted approach to enhancing safety in the Downtown through future roll out of a Business District Enhancement Team with full-time personnel dedicated to patrolling crime hot spots and to address quality of life issues experienced by business owners and patrons along the major commercial corridors. The team will be highly visible on foot, on bicycle, and in vehicles, and will educate businesses on crime prevention techniques in and around their premises. The City is also working with its Homeless Solutions team to enhance supportive services through City Net, the future development of the Harrison Homeless Shelter, and additional permanent supportive housing projects. Additionally, the City will be looking at environmental designs such as enhanced lighting and technological infrastructure.



2. Catalyst Projects

The City is focused on fostering key catalyst projects that can help revitalize the Downtown area. Several projects that have recently been developed or are underway include:

- The opening of City of Hope's new 32,500 sq. ft. Corona facility which provides critical services to cancer patients.
- Revitalization of the Corona Mall located just North and South of Sixth Street. Rehabilitation of the Mall properties is expected to commence in 2022.
- Revitalization efforts for the Historic Civic Center and City Park to restore and better activate those spaces for community events and performances.



3. Public Infrastructure Projects

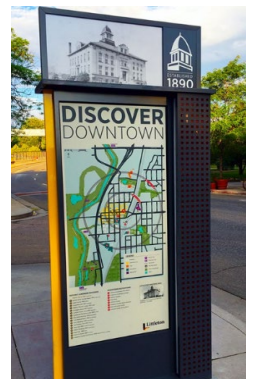
Improving the Downtown Area's built environment – both buildings and streetscapes – is a necessary component of this downtown revitalization effort. Street improvements will focus on the safe and efficient movement of people – not just cars. New design guidelines, incorporated as an attachment to this Plan, will focus on how buildings relate to public spaces and the quality of the public spaces that they create.

4. Creating a Sense of Place

A common theme heard throughout the community engagement process was that Corona's residents want the Downtown to have a sense of place and a more defined identity.

This can be created through both wayfinding, directional and gateway signage that signify to being in the Downtown, public art that highlights Corona's historic roots, and dedicating gathering spaces for our community. Examples of these are as follows:

- Gateway signage
- Signage / wayfinding
- Streetlights
- Thematic sidewalk & street enhancements
- Public art
- Branding
- Public seating areas
- Gathering spaces
- Revised Design Standards



5. Community Events & Programming

Another strategy to create a sense of place is to enhance community events and programming in Downtown. These events – similar to the City's historic auto races from the early 1900s – can give residents and visitors a sense of history, community, experience and reason to visit Downtown.

Identifying opportunities to incorporate public spaces, places, and give residents and patrons opportunities to gather will help facilitate and support a revitalized Downtown.

With a revitalized Downtown, more community and programmed events will draw residents into Downtown year-round. An example of the type of events would be as follows:

- Festivals/ cultural events
- Outdoor athletic events
- Live music / concerts
- Performing arts
- Destination events
- Signature annual events



Strategic Recommendations and Action Plan

Downtown Revitalization Recommendations & Action Plan

The following action items are categorized by the Goals and Strategies laid out in the DRP in **Short (1-2 years)**, **Medium (3-4 years)**, **Long-term (5+ years)**, and **Ongoing** estimated timeframes subject to economic and market conditions and updates as may be necessary.

SPECIFIC ACTIONS	ESTIMATED TIMEFRAME	POTENTIAL FUNDING SOURCES/TOOLS
1. GENERAL IMPLEMENTATION		
a) Codify Design Guidelines and amend Downtown Specific Plan	Short-term	City
b) Create annual report to monitor key performance indicators related to Downtown business growth, job market, visitors, foot traffic, employment, public/private investment and real estate market indicators (vacancies, rent growth, property values, sales prices) to measure progress in the Downtown an interdepartmental team to evaluate and implement the goals and recommendations of the Downtown Revitalization Plan	Short-term	N/A – Budget Neutral
c) Conduct a General Fund cash flow model analysis to determine if City can generate additional revenues to fund Downtown community revitalization projects	Short-term	N/A – Budget Neutral
d) Create an interdepartmental team to evaluate and implement the goals and recommendations of the Downtown Revitalization Plan	Short-term	N/A – Budget Neutral
e) Develop community engagement process and protocol to utilize City's DRP website (thecoronacircle.com) to involve and inform community of Downtown project status as well as other updates	Ongoing	N/A – Budget Neutral
f) Prepare prospectus/marketing material that promotes Downtown development opportunities to private sector through the DRP website (thecoronacircle.com) and/or attendance at select industry events/conferences (e.g., Innovating Commerce Serving Communities (ICSC))	Ongoing	City
g) Track and monitor Downtown real estate market opportunities site/space availability for potential land uses (e.g., commercial, medical, hospitality, mixed use)	Ongoing	City

Downtown Revitalization Recommendations & Action Plan

SPECIFIC ACTIONS	ESTIMATED TIMEFRAME	POTENTIAL FUNDING SOURCES/TOOLS
2. CATALYST PROJECTS		
a) <u>Corona Mall (North & South)</u>		
i. Examine title, ownership, right of way, easements, infrastructure needs and costs, project feasibility (pro forma) to determine specific conditions/constraints that may impact ultimate development	Short-term	City
ii. Refine and finalize North Mall development layout and vision concept with phasing plan w/ LAB in accordance with DDA and complete any necessary refinements/modifications to DDA/option agreement	Short-term	City
iii. Conduct feasibility analysis of recommended financing tools/mechanisms to support proposed redevelopment of Corona Mall	Short-term	CFD, BID, EIFD, Parking Authority, Grants
iv. Identify public/private acquisition/disposition opportunities that may be supportive to overall redevelopment of Mall and assess any impact of specific legislative requirements (Surplus Land Act (SLA))	Short-term	City/Private Sector
v. Prepare & disseminate prospective RFQ(s) as necessary to promote public/private sector opportunities in alignment with agreed upon concept/plan for Corona Mall	Medium-term	City

Downtown Revitalization Recommendations & Action Plan

SPECIFIC ACTIONS	ESTIMATED TIMEFRAME	POTENTIAL FUNDING SOURCES/TOOLS
2. CATALYST PROJECTS		
b) <u>Medical Center Area</u>		
i. Explore and evaluate potential layout/vision concept for health and wellness district	Medium-term	City/Private Sector
ii. Identify & evaluate public/private acquisition/disposition opportunities and public infrastructure needs to facilitate health and wellness concept in Medical Center Area as appropriate	Medium-term	City
iii. Evaluate feasibility of financing tools/mechanisms (CFD, EIFD, and Grants) that would be utilized to address potential public infrastructure needs as part of potential health and wellness district	Medium-term	EIFD, CFD, Grants
iv. Prepare & disseminate prospective RFQ(s) as may be necessary/required to promote public/private sector opportunities in alignment with agreed upon concept/plan centered around Medical/Health & Wellness focus	Medium-term	City

Downtown Revitalization Recommendations & Action Plan

SPECIFIC ACTIONS	ESTIMATED TIMEFRAME	POTENTIAL FUNDING SOURCES/TOOLS
2. CATALYST PROJECTS		
c) <u>Historic Civic Center</u>		
i. Develop a conceptual masterplan for the Historic Civic Center revitalization, and specific improvements and infrastructure needs, with associated costs	Medium-term	City
ii. Identify financing tools/mechanisms and explore the feasibility of such that would be needed to address potential public infrastructure needs as part of Historic Civic Center Revitalization (e.g., EIFD, Grants, Other)	Medium-term	EIFD, Grants, City
iii. Engage with community in person and digitally (thecoronacircle.com) to obtain specific feedback and inform the community of recommended improvements, design elements, and project progress	Medium-term	City
d) <u>City Park</u>		
i. Coordinate & align efforts/programs/initiatives and plans in City Park Master Plan that support/promote Downtown revitalization efforts (including connectivity, infrastructure improvements and expansion of park related improvements/amenities)	Medium-term	City
ii. Identify & evaluate feasibility of financing tools/mechanisms (EIFD, Grants, Others) that could assist with Master Plan improvements and implementation efforts	Medium-term	Grants (REAP)/Bonds

Downtown Revitalization Recommendations & Action Plan

SPECIFIC ACTIONS	ESTIMATED TIMEFRAME	POTENTIAL FUNDING SOURCES/TOOLS
2. CATALYST PROJECTS		
e) <u>Downtown Development Opportunity (NWC 6th St. & Main St.)</u>		
i. Engage with private landowner(s) regarding development of property/infrastructure needs in alignment with future vision and goals for the Downtown (e.g., Downtown Design Guidelines)	Short-term	City
ii. Identify and/or evaluate preferred financing mechanisms (e.g., BID, CFD, EIFD, Parking Authority) in context of project and broader Downtown Revitalization Plan efforts (as may be necessary) as well as strategic land use policies (expedited processing of permits, development agreement) to productively advance project.	Short-term	EIFD, Parking Authority, Expedited Permit Processing, Development Agreement
f) <u>Second Tier Opportunity Areas</u>		
i. Review/prioritize second-tier investment and development opportunities identified that can be standalone or can help support adjacent Downtown catalyst opportunities aligned with City goals & objectives.	Medium-term	City
ii. Engage with private landowners to develop and/or support marketing approach/program to expose potential key site opportunities to targeted private sector investors/developers (as may be desirable) to spur reinvestment/growth in Downtown and enhance the City's tax base.	Medium-term	City

Downtown Revitalization Recommendations & Action Plan

SPECIFIC ACTIONS	ESTIMATED TIMEFRAME	POTENTIAL FUNDING SOURCES/TOOLS
2. CATALYST PROJECTS		
g) <u>Other Strategic Partnerships & Programs</u>		
i. Engage with small business owners to establish a hub in Downtown for local entrepreneurship programs that support local food business curation/incubation that fosters unique culinary experiences and lowers the barriers to entry through technical assistance with regulatory compliance, business planning and development, and access to capital	Ongoing	City

Downtown Revitalization Recommendations & Action Plan

SPECIFIC ACTIONS	ESTIMATED TIMEFRAME	POTENTIAL FUNDING SOURCES/TOOLS
3. ENHANCED SAFETY		
a) Identify and install public infrastructure improvements and other safety related improvements (e.g., security cameras, lighting, maintenance) to help address safety concerns in the Downtown	Short-term	City, EIFD, CFD, Grants
b) Identify and install streetscape and mobility improvements as part of the DRP Design Guidelines to encourage increased pedestrian activity and address pedestrian safety issues	Medium-term	City, EIFD, CFD, Grants
c) Continue the Police Department Business District Enhancement Team to address safety concerns in the Downtown and/or potential public/private catalytic projects (e.g., Police Substation)	Ongoing	City, BID, Grants
d) Promote and utilize the City's Business Liaison Program as a resource for Downtown businesses to strengthen lines of communication with Public Safety personnel and address concerns	Ongoing	City
e) Coordinate with the Homeless Solutions Team to identify joint efforts to address homeless populations in the Downtown	Ongoing	City, BID, Grants

Downtown Revitalization Recommendations & Action Plan

SPECIFIC ACTIONS	ESTIMATED TIMEFRAME	POTENTIAL FUNDING SOURCES/TOOLS
4. CREATE SENSE OF PLACE		
a) Develop a vision/brand identity for the Downtown & create a brand leadership team	Medium-term	City, Grants
b) Identify and implement comprehensive and cohesive specific improvements/enhancements that reinforce brand identity for Downtown (gateway signage and wayfinding, public art, thematic street and sidewalk enhancements, public open space) in alignment with Downtown Design Guidelines. Identify opportunities for placemaking, both on private property and public spaces / right-of-way	Long-term	City, Grants
c) Encourage and establish Downtown as the cultural/art hub by promoting its history, culture, and historic preservation (e.g., encourage adaptive reuse of historic structures as part of public reinvestment and revitalization)	Long-term	City, Grants
d) Grow social media engagement channels via DRP website (thecoronacircle.com), social media influencer/engagement channels (Instagram, Facebook) as well as marketing/trade publications to promote the Downtown	Long-term	City, Grants
e) Establish partnerships and leverage cross promotional opportunities between City and local business owners, residents, non-profits, real estate community, Chamber of Commerce, and other community members to promote and reinforce ultimate Downtown brand/identity	Long-term	City, Grants

Downtown Revitalization Recommendations & Action Plan

SPECIFIC ACTIONS	ESTIMATED TIMEFRAME	POTENTIAL FUNDING SOURCES/TOOLS
5. PUBLIC INFRASTRUCTURE		
a) Develop matrix of key catalytic public infrastructure improvements/enhancements needs in Downtown (e.g., parking, lighting, streets, sidewalks, landscaping, utilities, transportation related (micro transit/trolley system) including estimated cost and local/regional benefits	Medium-term	City, Grants
b) Consider strategic partnerships with the Riverside County Transportation Commission, CalTrans, SCAG and/or others regarding initiatives to improve transportation related infrastructure as well as seeking out grants and other funding resources	Medium-term	EIFD, CFD, Grants
c) Perform parking demand analysis to evaluate future parking/infrastructure needs to accommodate any increased demand for parking facilities and/or improve their utilization/function/revenue-generation	Medium-term	City, Grants
d) Implement 6th Street Beautification Project & review in conjunction with scope/timing/sequencing/funding of catalytic projects identified in DRP	Medium-term	EIFD, CFD, Grants
e) Explore/evaluate tools that would help monitor utilization / impacts from streetscape / connectivity changes/improvements (e.g., dedicated bus lanes / bike lanes, micro transit, better pedestrian connectivity, etc.) and develop key performance indicators to monitor (e.g., transit ridership, vehicle travel times, pedestrian/bicycle volumes)	Medium-term	EIFD, CFD, Grants

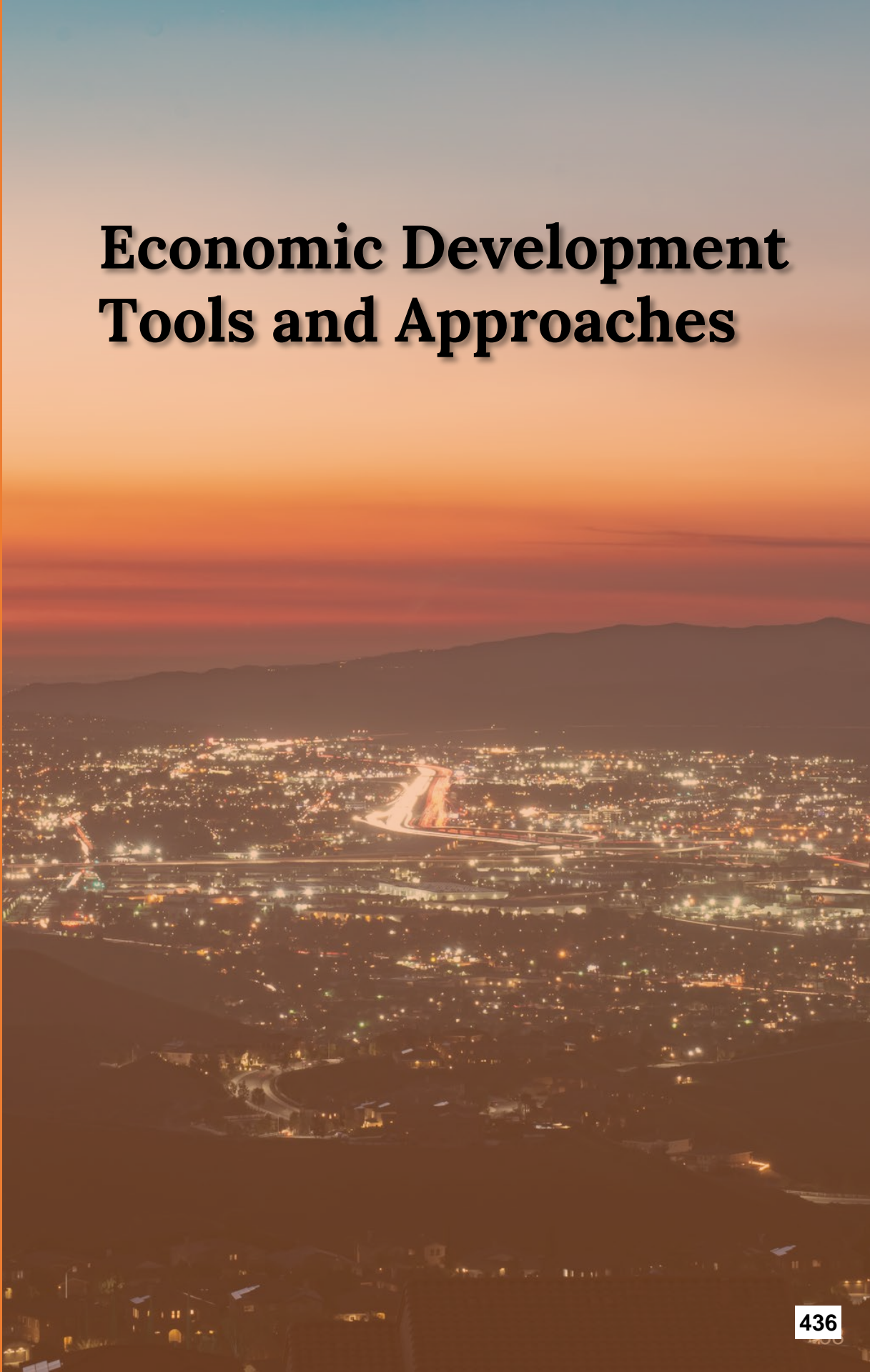
Downtown Revitalization Recommendations & Action Plan

SPECIFIC ACTIONS	ESTIMATED TIMEFRAME	POTENTIAL FUNDING SOURCES/TOOLS
5. PUBLIC INFRASTRUCTURE		
f) Evaluate opportunities for micro-transit services that enhance connectivity in downtown area (small shuttles, on-demand short-distance, last-mile bikes/scooters), identify street / infrastructure improvements needed, pursue public and private sector funding and partnerships	Long-term	EIFD, CFD, Grants
g) Identify opportunities for expanded / enhanced internet access that may utilize technological public infrastructure / right-of-way (Fiber networks, public wifi, etc.) and have the potential for public-private partnership	Long-term	EIFD, CFD, Grants, Private sector (e.g. SiFi Networks)
h) Review/evaluate public infrastructure needs in context of primary catalytic projects to better prioritize identified financing mechanisms/tools (e.g., EIFD, Parking Authority, BID, Grants, etc.) and process/sequencing of implementation and installment of specific improvements	Ongoing	City, Grants
i) Explore/evaluate additional local, state, federal incentives/programs/funding to assist existing and future businesses in Downtown (e.g. business grants, building grants, façade improvement grants/programs, etc.)	Ongoing	City, Grants, PBID

Downtown Revitalization Recommendations & Action Plan

SPECIFIC ACTIONS	ESTIMATED TIMEFRAME	POTENTIAL FUNDING SOURCES/TOOLS
6. COMMUNITY EVENTS AND PROGRAMMING		
a) Prioritize list of types of community events & programming (e.g., Night markets, festivals/cultural events, outdoor athletic events (e.g., bike races), live music/concerts, performing arts, destination events, and/or signature annual events) and incorporate elements into catalytic projects as may be appropriate	Medium-term	City, Grants
b) Review/evaluate priority list of events/programming in concert with primary catalytic projects identified to determine appropriate financing mechanisms/tools (e.g., EIFD, Parking Authority, BID, Grants, etc.)	Medium-term	City, Grants
c) Focus public and private investments/re-investment in support of opportunities to attract and/or encourage entertainment-based uses/users, public open/space, gathering areas as anchors to drive economic activity and visitors to the Downtown	Ongoing	City, Grants

Economic Development Tools and Approaches



NEXT GENERATION OF ECONOMIC DEVELOPMENT

Today, economic development requires a blend of finance, economics, real estate, land use, politics, promotion, and communication to create and implement successful projects. The goal of these economic development initiatives is to make communities better through transactions that improve a city's image, quality of life, and economic conditions. The City of Corona has a variety of tools that can be utilized to attract, finance, optimize economic development opportunities, and achieve the City's land use goals, including:

1. Strategic Land Use Policies and Zoning Tools

- Expedited processing of entitlements and permits
- Development Agreements that lock in public and private benefits
- Post-construction operating covenants
- Form-based design guidelines and planning principles

2. Special Districts

- Property-based Improvement Districts
- Community Facilities Districts
- Parking Authority Districts
- Enhanced Infrastructure Financing Districts

3. Real Estate Strategies

- Performance-based leases or ground leases
- Public asset monetization
- Sale of property to private sector

4. Government Funding and Financing

- Revenue bonds to fund vital projects
- Lease-Leaseback (P3) Structures can cut costs and deliver public projects
- Pension Obligation Bonds and other refinancing structures can generate savings
- Cash-flow management improvements can boost short-term returns and generate enhanced City revenues

5. Grant Funding & Other Public Money

- Regional, State and Federal grant programs to fund infrastructure, housing, and other programs



1. Strategic Land Use Policies

Expedited Processing of Entitlements and Permits

Reducing processing and permitting time is a win-win: it saves the City time and resources and promotes private sector activity through time-savings and predictability. Permit processing for new businesses can be an expensive and high-risk endeavor, often featuring complex requirements, the possibility of long timeframes, multiple public meetings, and uncertainty whether permits and entitlements will ultimately be approved. At the same time, planning and building departments can have strained resources and staffing, increasing application review time and limiting staff resources to assist applicants. Since permitting processing delays have the potential to tie up private resources and discourage investor interest, it can have a significant impact on the ability of businesses to set up shop in the City of Corona and the Downtown in particular.

The City of Corona can expedite and enhance the permitting and entitlement process in a few keyways:

- Increase Flexibility:** Review and revamp zoning and permitting requirements to ensure flexible requirements that can accommodate market and changing business and customer dynamics.
- Streamline Process:** Identify business and project categories that are particularly beneficial to the Downtown and create a fast and predictable process for review / approval.
- Encourage Active Uses:** Provide an easy permit process for interesting and dynamic uses – such as pop-up users, live music / events, outdoor dining permits, and artistic improvements / installations – that can enhance the Downtown experience.
- Incentivize Reuse of Struggling Spaces:** Provide flexible building permit rules for properties suited for adaptive reuse and incentivize conversion of vacant commercial buildings into other uses (such as office, hotel, residential).
- Specialize:** Tailor requirements for infill development to recognize the often-challenging circumstances involved in infill developments.

Development Agreements (DAs)

Public and private sector collaboration is imperative to advance catalyst projects in the Downtown, particularly on the Corona Mall sites. Development agreements can reduce development risk for both the City as well as private sector investors. The City also gains control over development timelines, land uses, quality, and community benefits such as infrastructure and public amenities. The private sector gains predictability and alignment with community priorities, which can reduce investment risks.

The City of Corona can utilize DAs to facilitate catalyst projects in Downtown:

- Goal:** Revitalization of Corona Mall to a Downtown Commercial Entertainment Based/Blended Use Environment that caters to daytime and nighttime population
- Process:** City executed a Disposition and Development Agreement to create a public-private partnership
- Result:** Taking Mall from obsolescence to a higher and better blend of uses that includes inducement of private capital, developer expertise and community amenity
- Integration:** DA for Corona Mall can and should be coupled with other tools (e.g., special districts, real estate strategies) to support revitalization efforts.

Design Guidelines & Planning Principles

Most planning and zoning requirements in American cities – including Corona – are grounded in “Euclidian” zoning principles that were largely developed in the early 20th century. This style of planning is focused on the use of the property: each parcel in a community is assigned a zoning designation and list of uses that are allowed “by right”, conditionally permitted, or prohibited for each zone. Euclidian zoning presents some key fundamental problems:

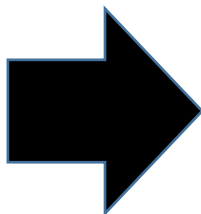
- Separate uses and limited density often leads to the over-consumption of land, yielding inefficiencies and negative externalities such as traffic and congestion;
- Development standards are often insufficient to protect neighborhoods from incompatible development; and
- Development standards are often too heavily focused on the use of the property, rather than the impact of the property on the built environment & physical realm.

Form-based codes, which first appeared in the early 2000’s, are an alternative form of planning that is intended to address some of these fundamental problems of Euclidian zoning; in some ways, form-based codes embrace the integration of mixed uses that happened historically in downtown areas prior to the development of rigid Euclidian zoning. Form-based codes have five key components:

- **Building Form Standards** – standards that regulate building configuration, features, and functions (uses) and define the shape of the public realm.
- **Regulating Plan** – a map assigning the building form standards (highly urban, suburban to rural) to physical locations within the city.
- **Frontage Types** – regulate the appropriate transition from private realm to public realm and to ensure buildings are properly located on the property.
- **Public Space Standards** – incorporates standards for street widths, street parking, sidewalks, street trees and public amenities.
- **Building Types** – range of allowed architectural styles based upon existing neighborhood character.

Traditional Zoning

- Emphasis on land use by parcel
- Separation of land uses by function
- Emphasis on individual parcels reduces connectivity and walkability
- Environment dominated by off-street parking
- Individual Property Feel vs. Sense of place



Form-Based Code

- Traditional historic downtown integrated mixed land use
- Emphasis on form rather than function
- Emphasis on quality of public space and improvement of mobility
- Holistic approach to downtown form allows for shared-use parking
- Design heightens sense of place



2. Special Districts

“Special districts can allow Corona to capture value from new development to fund infrastructure and public amenities.”

California law allows the creation of various specialized districts that apply economic development programs on an area-wide scale versus site-specific level, which may use taxes, assessments, exactions, and other funding sources for projects in the district. Special districts may include parking districts/parking authorities, business improvement districts (BID), property-based business improvement districts (PBID), community facilities districts (CFD), and enhanced infrastructure financing districts (EIFD). These special districts are not mutually exclusive, and many of them are complementary and work well together, bringing different advantages and policy tools to advance common goals of downtown revitalization.

Enhanced Infrastructure Financing Districts (EIFDs)

On February 1, 2012, Governor Jerry Brown dissolved redevelopment agencies, removing a powerful property tax increment financing tool from a local municipality’s economic development toolbox. Authorized by SB 628 and AB 313, EIFDs were special districts created to offer a new platform to finance an array of economic development projects, including sustainable infrastructure and affordable housing.

EIFDs are independent government entities, which are governed by a Public Financing Authority (PFA) comprised of participating governments and members of the public and are authorized to use property-based Tax Increment Financing (TIF) within specifically defined geographic areas (which can be non-contiguous). EIFDs have flexibility to use an expansive financing toolkit such as property tax increment from participating taxing entities (except school districts), user fees/development fees, federal and state grants/loans, private investment, and bond issuances. The purpose of an EIFD is to finance construction of regional infrastructure, affordable housing, transit priority projects, projects that implement a Sustainable Communities Strategy, and other projects of “communitywide significance.” This tool uses incremental (new development) property tax revenues and does not increase taxes.

EIFDs can leverage increased assessed values / property taxes from new development to fund necessary infrastructure improvements and/or maintenance / services in the Downtown Area. EIFDs can also work well with CFDs and other districts, can potentially leverage other taxing entity property tax shares, and can attract additional funds (such as grants).

Property Business Improvement District (PBID)

Property Business Improvement Districts are special assessments levied on real property to fund improvements and promote activities that benefit the properties located within the PBID area. This includes capital improvements, parking facilities, street / streetscape improvements, lighting and landscaping, marketing and promotion, and business attraction / retention. The special assessment amount that each property owner pays must be directly proportional to the benefit received.

PBIDs could help Corona address some maintenance/programming improvements to the North and South Mall areas and are likely to have a shorter time frame to form versus other tools.

Community Facilities District (CFDs)

Community Facility Districts are a new property assessment or "special tax" that appears as a separate line item on a tax bill and can be used to fund infrastructure / services that benefit the property. This includes transportation, parking, street / utility improvements, hazardous waste remediation, street lighting / sidewalk, and public services. CFDs are useful because they provide early financing for a variety of critical services and infrastructure. CFDs also pair well with EIFDs as a value capture strategy – with CFDs providing early funding and EIFDs providing additional funds as projects are constructed, and property tax increment grows.

CFDs are already a widely used funding tool in the City and provide it with an early financing resource for a variety of critical services and infrastructure within the Corona Mall & other areas of Downtown.

Parking Authority District

Parking Authority Districts can utilize a variety of funding sources – including bonds, ad valorem taxes, user fees, parking meter charges, parking revenues, and City / County contributions – to fund improvements such as parking lots, structures, and alterations to circulatory infrastructure to facilitate ingress and egress.

Parking Authorities can help Corona fund a variety of critical parking facilities and improvements in Downtown, as well as give the City the power of acquisition for parking purposes. These districts can also complement EIFD/CFD financing tools.

SPECIAL DISTRICT COMPARISON MATRIX

	EIFDs	CFDs	PBIDs	Parking Authority Districts
<i>Description</i>	<p>Incremental property tax revenues from new development used to fund local infrastructure.</p> <p>Maximum term is 45 years from approval to issue debt.</p>	<p>Additional assessment or “special tax” used to fund infrastructure / services that benefit property.</p> <p>Maximum term is 40 years from date of debt issuance.</p>	<p>Assessment levied for acquiring, constructing, installing, or maintaining improvements and promoting activities benefiting the properties located within PBID</p>	<p>Term is 36 years after issuance date of first bond</p>
<i>Revenue Source</i>	<p>Incremental (new development) property tax revenues (incl. in-lieu Vehicle License Fees) – does not increase taxes</p>	<p>New property assessment or tax – appears as separate line item on tax bill</p>	<p>Special assessment levied on real property in PBID [amount that each property owner pays must be directly proportional to the benefit received]</p>	<p>Bonds; ad valorem taxes; user fees; parking meter charges; parking revenues; city/county contribution</p>
<i>Approval Structure</i>	<p><u>District formation</u> – Vote of elected body (City/County) with landowner/voter protest opportunity.</p> <p><u>Bond issuance</u> – No vote (as of 10/9/19 with adoption of AB 116)</p>	<p><u>District formation</u> – 2/3 vote of landowners or registered voters in district*</p> <p><u>Bond issuance</u> – Vote of elected body (City)</p>	<p><u>District formation</u> - Approval of property owners who will pay more than 50% of the assessments proposed to be levied.</p> <p><u>Bond issuance</u> – city council may, by resolution, determine and declare that bonds shall be issued</p>	<p><u>District formation</u> - Approval of owners representing ≥ 51% of total assessed value in proposed district</p> <p><u>Bond issuance</u> – No voter approval</p>

	EIFDs	CFDs	PBIDs	Parking Authority Districts
<i>Use of Funds</i>	<p>Infrastructure that benefits <u>local community or region</u>:</p> <ul style="list-style-type: none"> •Transportation •Utilities/facilities •Maintenance •Parking <ul style="list-style-type: none"> •Libraries, parks, open space •Brownfields 	<p>Infrastructure that benefits <u>property owners</u>:</p> <ul style="list-style-type: none"> •Transportation/parking •Street/utility improvements •Hazardous waste •Street lighting, sidewalks •Public services: safety, maintenance, libraries 	<ul style="list-style-type: none"> •Capital improvements, •Parking facilities, street and streetscape improvements, •Lighting and landscaping, •Marketing and promotions •Business attraction/retention 	<p>Improvements necessary or convenient for:</p> <ul style="list-style-type: none"> •Parking purposes; •Opening, widening, straightening, extending of circulatory infrastructure for ingress/egress
<i>Pros</i>	<p>Funds critical infrastructure needs; complementary funding source to CFD; leverages other taxing entity prop. tax shares (County); can attract additional funds (grants); areas can be non-contiguous</p>	<p>Provides early financing for a variety of critical services and infrastructure within Mall and other areas of Downtown; Can be combined with EIFD as a value capture financing strategy; already a widely used funding tool in City</p>	<p>Could help address some maintenance/programming improvements to North/South Mall; likely shorter time frame to form versus other tools</p>	<p>Ease of formation; Can help fund variety of critical parking facilities and improvements; power of eminent domain for acquisition purposes; can complement EIFD/CFD financing tools</p>
<i>Cons</i>	<p>Requires upfront monies to kick start district while tax increment grows; time/cost to evaluate feasibility/engage other taxing entities (County)</p>	<p>2/3 voter approval process takes more time to implement; time/cost to evaluate feasibility/properly structure financing with complex North/South mall development; could impact project pro forma</p>	<p>Limited in use of funds; likely not enough revenue to be generated to address infrastructure/ other needed public improvements</p>	<p>Time/cost to evaluate parking demand/needs, viability of paid parking/revenue source, limitation on use of property acquired for commercial uses (25%)</p>
<i>Estimated Formation</i>	<p>15-24 Months If multiple agency Public Financing Authority (15 months or less if city only PFA)</p>	<p>12-14 Months</p>	<p>8-12 Months</p>	<p>12-16 Months</p>



3. Real Estate Strategies

“Real Estate Strategies allow Corona to increase the market / reuse value of its land and advance catalytic projects.”

Public agency land is often under-utilized, offering the potential to increase value and revenues (e.g., property tax, sales tax, TOT, etc.). Local government-owned real estate can be leveraged to increase market value and help stimulate economic development projects. The types of land can include former redevelopment Agency (“RDA”) properties, public use properties (civic centers, fire stations, recreation), and surplus property (city, school district, utility, other), rights of way (streets, alleys, parking lots and parking structures).

The State, in its push to have cities develop more affordable housing, has made subsequent legislative changes (e.g., AB 1486) to strengthen the Surplus Land Act (SLA). The SLA now requires all public agencies in the State of California to first offer a property for sale or lease to ‘housing sponsors’ and affordable housing developers prior to the sale or lease of the asset (unless otherwise exempt) and will assess penalties if a public agency is not in compliance.

The City of Corona is a major landowner in Downtown and some of its Property is uniquely positioned to be leveraged to advance some of the current catalyst projects and direct private sector investment toward development opportunities and quality blended use projects. That in turn, can help stimulate economic development and sustainable growth in alignment with the community goals. Examples of real estate strategies that could be effective in Downtown Corona include:

- **Performance-Based Leases / Ground Leases:** Corona can maintain ownership and leverage an income stream from an asset via a ground lease (e.g., lease revenues) as well as establish a rent structure based on specific performance benchmarks thereby reducing risk for lenders/private investors.
- **Monetizing Assets:** Corona can raise revenues by monetizing assets such as surface parking lots / garages.
- **Acquisition or Sale of Property:** Corona can make strategic acquisitions and/or sell property for preferred private development opportunities, as well as utilize strategies such as lease-back strategies, continued operation of existing use, and redevelopment of properties into new uses.



4. Government Funding & Financing

“Funding and Financing Strategies can generate savings and create general fund capacity for community reinvestment.”

The following financing mechanisms can be utilized to generate enhanced revenues to fill financial gaps of projects in the Downtown and create, in order to encourage private investment and other tax producing development.

Lease Revenue Bonds

Lease Revenue Bonds are issued by a public entity (e.g., JPA) and can be used to finance vital capital improvements to be leased to a public agency. The bonds are payable solely from lease payments paid by a public agency. Corona could utilize a lease revenue bond financing structure to fund catalytic public infrastructure improvements that aid in the revitalization of the Downtown.

Lease-leaseback (P3) Structures

Lease-leaseback structures give cities the opportunity to cut costs and deliver public projects through strategic public-private partnership (P3) project delivery. The lease and subsequent sublease of assets between two public agencies enables lease payments to be leveraged (borrowed). These strategies can also come with procurement and project timing advantages. For example, an existing building facility can utilize lease payments immediately without the need to fund capitalized interest.

Cash-Flow Management Programs

Improved cash flow management can generate enhanced revenues from cash resources. Customized cash flow modelling can maximize portfolio size and increase funds that are available to the City. These enhanced short-term returns can then be utilized for community revitalization projects.



5. Grant Funding & Other Public Money

















“Pursuing grant funds allows Corona to find other sources to fund vital projects.”

The City of Corona can pursue numerous federal, state, and regional grant programs to secure funding and financing for infrastructure, transportation, business improvements, housing, environmental remediation, parking, and other community revitalization projects in the Downtown.

Funding Source / Grant	Purpose
Infill Infrastructure Grant (IIG) Program	<ul style="list-style-type: none"> - IIG provides grants for capital improvement projects for qualifying infill projects or qualifying infill areas - Used for gap funding to infrastructure improvements for residential or mixed-use developments - Eligible activities: construction, rehab, demolition, relocation, preservation, and acquisition of infrastructure - Affordability threshold: No less than 15% of units as “affordable” units (e.g., affordable units for sale should be sold to a household earning no more than 120% area median income (AMI)) - Assistance terms: Minimum award (\$1M), maximum award (\$7.5M)
Multifamily Housing Program (MHP)	<ul style="list-style-type: none"> - MHP assist the new construction, rehab, and preservation of permanent and transitional rental housing for lower income households, or the conversion of a non-residential structure to rental housing - Eligible activities: property acquisition, land lease payments, construction and rehabilitation work, offsite improvements (e.g., sewer, utilities, and streets directly related to housing development) - Assistance terms: Maximum award (\$20M), base loan various from \$150K and \$175K based on type of unit

<p>Transit-Oriented Development (TOD) Housing Program</p>	<ul style="list-style-type: none"> - Program offers low-interest loans as gap financing for rental housing developments near transit that include affordable units. Grants are available to localities and transit agencies for infrastructure improvements necessary for the development of specified housing projects or to facilitate connections between the project and the transit station. - Eligible applicants: developers for rental housing projects; municipalities/transit agencies for infrastructure projects - Assistance terms: Maximum award for a single project is \$15M
<p>Affordable Housing and Sustainable Communities (AHSC) Program</p>	<ul style="list-style-type: none"> - The AHSC Program assists project areas by providing grants and/or loans to a locality, public housing authority, Joint Powers Authority, developer, or facilities districts, that will achieve greenhouse gas (GHG) emissions reduction and benefit disadvantaged communities through increasing accessibility of affordable housing, employment centers, and key destinations via low-carbon transportation. - Assistance terms: Minimum award (\$1M), maximum award (\$30M) - Eligible activities: new construction, acquisition, or rehab of affordable housing; housing infrastructure; sustainable transportation infrastructure and related amenities, program costs (active transportation) - Affordability threshold: 20% of homes at 80% median household income (MHI)
<p>Section 108 Pilot Program (Shopping Center Redevelopment Grants)</p>	<ul style="list-style-type: none"> - Innovating Commerce Serving Communities (ICSC), formerly the International Council of Shopping Centers, is championing a pilot program under Section 108 of the Housing and Community Development Act of 1974 (42 U.S.C. 5308) to make loan guarantees available to eligible public entities for the purpose of redevelopment of shopping centers. - The program language is currently being drafted but Kosmont is working with ICSC to include the Corona Mall as a case study should it move forward. Qualified projects would generally include reclamation and reuse of the grayfield property, promotion of transit-oriented development, infrastructure, and construction of affordable housing or other priorities.

ALIGNMENT OF TOOLS & DOWNTOWN GOALS/STRATEGIES

		Goals & Strategies				
Economic Development Tools and Financing Mechanisms		<i>Enhanced Safety</i>	<i>Catalyst Projects</i>	<i>Public Infrastructure</i>	<i>Sense of Place</i>	<i>Community Events</i>
Strategic Land Use Policies	Development Agreement, Form-Based Code					
Special Districts	EIFD, CFD, BID, Parking Authority					
Real Estate Strategies	Acquisition, Sale, Performance-Based Leases, Monetizing assets					
Government Funding and Financing	Revenue Bonds, P3 Structures, Cash Flow Management					
Grant Funding and Other Public Money	ARPA, INVEST Act, AHSC [Federal and State Programs]					

IMPLEMENTATION CASE STUDIES

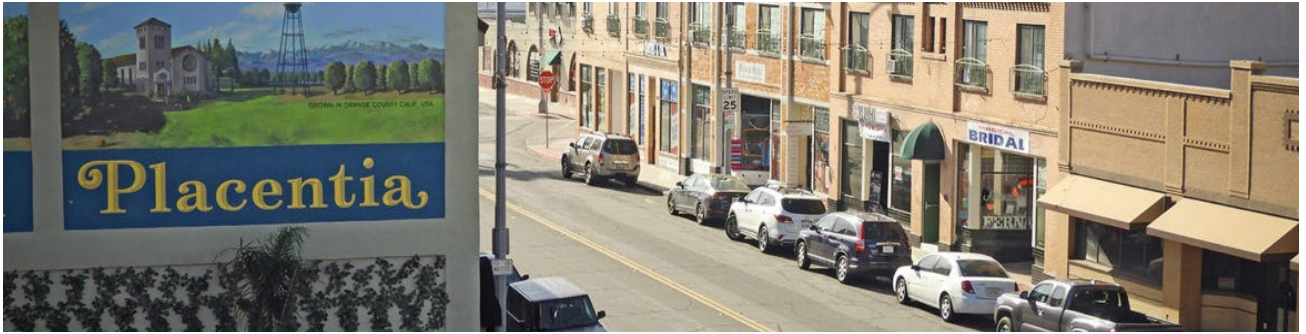
The following section highlights case studies from communities that have implemented the specific strategies and financing tools, mechanisms, like those currently outlined in the Downtown Revitalization Plan, and describes how they are applicable to the City of Corona.

Downtown Revitalization Implementation

- *Funding Downtown Revitalization by Layering EIFDs with other Tools (Placentia, CA)* - Describes how Placentia utilized a special district financing tool (EIFD) and leveraged a City-County partnership to fund transit supportive infrastructure in its Downtown.
- *Real Estate Acquisition and Disposition Strategies to Facilitate Downtown Revitalization (Old Town Newhall – Santa Clarita, CA)* - Discusses how the City of Santa Clarita utilized a variety of real estate tools to evaluate and implement downtown revitalization opportunities in Old Town Newhall on Main Street.
- *Zoning Policy to Drive Downtown Restoration: Form-Based Code (Downtown Azusa – Azusa, CA)* – Summarizes how the City of Azusa successfully implemented a form-based code, with a particular focus on transit-oriented development in key downtown districts / corridors near a Metro light rail station.
- *Public-Private Partnerships to Facilitate Transformative Projects (Cypress City Center – Cypress, CA)* – Describes the City's effort to dispose of a ~13 acre publicly owned property on a major commercial corridor and entered into a public-private partnership via a development agreement for a compelling mixed-use project (e.g., residential, hotel, medical office, and retail) providing the City public amenities, job growth, and increased economic activity.
- *Public-Private Partnerships to Facilitate Transformative Projects (Poway Town Center – Poway, CA)* - Provides an overview of how of the City of Poway utilized real estate strategies to leverage its own former City/Redevelopment Agency property (post-redevelopment) and establish a public-private partnership via a Development Agreement to develop a Town Center mixed use project adjacent to City Hall.

Placentia, CA | Implementation Case Study

Funding Downtown Infrastructure by Layering EIFDs with Other Tools

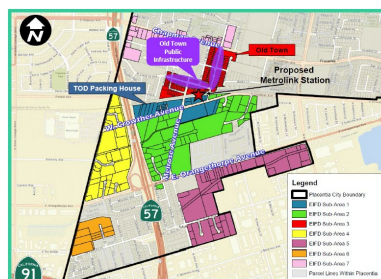


The City of Placentia in Orange County has used a variety of economic development tools to fund infrastructure needed to stimulate revitalization in the downtown area near the city's proposed Metrolink Station – better serving the City and surrounding region, catalyzing job creation, spurring economic activity, and improving public infrastructure to meet state and regional transportation goals.

The formation of an Enhanced Infrastructure Financing District partnership between the City of Placentia and Orange County - the first such partnership in Orange County – is one of the central strategies to fund these critical public infrastructure projects.

Placentia upgraded the zoning in key parts of the downtown area, better aligning with the city's Transit Oriented Development areas and designated Opportunity Zones. The EIFD area includes significant parts of the downtown area, with ~\$460m expected in new assessed value from residential, retail, and restaurant development. The EIFD will fund a variety of transit supportive infrastructure, bike/pedestrian connectivity, landscaping, lighting, beautification, public safety access, parking, roadway, circulation, open space, and water, sewer, and utility improvements. The EIFD is estimated to be a net fiscal benefit for both the City and the County: \$22m to the City, \$15m to the County.

Placentia's downtown strategy combines the EIFD tool with other economic development tools. The EIFD will also help Placentia pursue grant funding (state and federal funding) for a variety of infrastructure projects. The City has also partnered with SiFi Networks to build a citywide fiber network that will be available to every home and business in Placentia. The City is also using refinancing and municipal treasury strategies to find savings that can free up general fund capacity for economic development projects.



Azusa, CA | Implementation Case Study

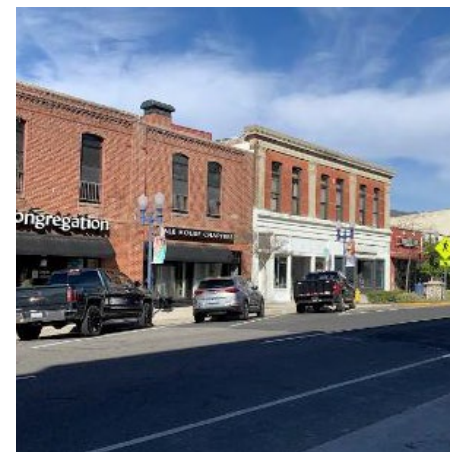
Zoning Policy to Drive Downtown Restoration: Form-Based Code



The City of Azusa in Los Angeles County has successfully implemented a form-based code, with a particular focus on transit-oriented development in key downtown districts / corridors and the area near the Metro light rail station.

The City adopted the new form-based zoning / development code in 2005, and later adopted a Transit Oriented Development (TOD) specific plan in 2015 (later amended in 2017 and 2018). The TOD Specific Plan clarifies the form-based development regulations and uses applicable to specific districts and corridors near the new Metro light-rail station.

As a form-based code, the regulations primarily control the physical form of development projects rather than the land use – designating the desired form and scale of development and ensuring that it relates to other nearby structures, streetscapes, and adjacent uses. This allows the City to meet urban design objectives for key areas of the City, and ensures that the development is consistent with the City's character and identity. Mixed-use development is allowed by-right, and a district-wide parking strategy was implemented.



Santa Clarita, CA | Implementation Case Study (Completed) Real Estate Acquisition & Disposition Strategies



The City of Santa Clarita in Los Angeles County has used a variety of real estate tools to evaluate and implement downtown revitalization opportunities in Old Town Newhall on Main Street. Anchored by a new 30,000 SF library built in 2012, the City pursued strategic developments on other key city owned properties to enhance the downtown area.

The process included:

- Marketing the City owned block project to retailers and developers.
- Promoting the opportunity site at ICSC conferences.
- Researching financing solutions for the Project including a potential parking structure,
- Developing an implementation strategy and an approach.
- Issuing a request for proposals (RFP) in connection with an approximate 1.7 acre mixed/blended-use catalyst development opportunity site at the corner of Main Street and Lysons Avenue in Old Town Newhall.
- Reviewing letters of intent and financial proposals received and selecting a preferred development partner.

The public parking structure is part of the mixed/blended-use project anchored by Laemmle Theatres. The theaters opened in April 2021. The theaters, the library, and the nearby restaurant area along Main Street have become a vibrant and walkable community destination.



Cypress, CA | Implementation Case Study (Under Construction) Advancement of Downtown Projects: Public-Private Partnerships

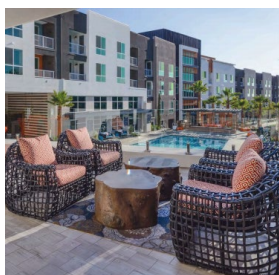
In 2016, City of Cypress embarked on a process to market, sell, and dispose of a 13.3-acre, commercially zoned vacant parcel located at 5095-5275 Katella Avenue in Cypress, CA ("Property") to be developed into a compelling mixed-use project (e.g., residential, hotel, theater, and retail) providing the City public amenities, job growth, and increased economic activity. Located along one of Orange County's major transportation corridors, the Property is an integral component and catalyst for Katella Avenue.



The City's process included:

- Outreach and recruitment of preferred developers in connection with the Property.
- Preparation and dissemination of marketing material, attendance and coordination of meetings to expose the opportunity to the private sector at various conferences (e.g., ICSC).
- Evaluation/analysis of development proposals/pro formas.
- Discussions with city council to convey key findings/observations from analysis and market intel research to determine ultimate selection of a preferred disposition strategy/approach and enter into Exclusive Negotiation Agreement for negotiations.
- Negotiation of sale agreement and specific business terms (e.g., purchase price, deposit structure, Developer responsibilities (e.g., performance measures), remedies, etc.) and implementation of preferred disposition strategy/approach as well as coordination with escrow and title to ultimately effectuate the sale and development of the Property.

The project is currently under construction and estimated completion is early 2023.






Poway, CA | Implementation Case Study (Under Construction)

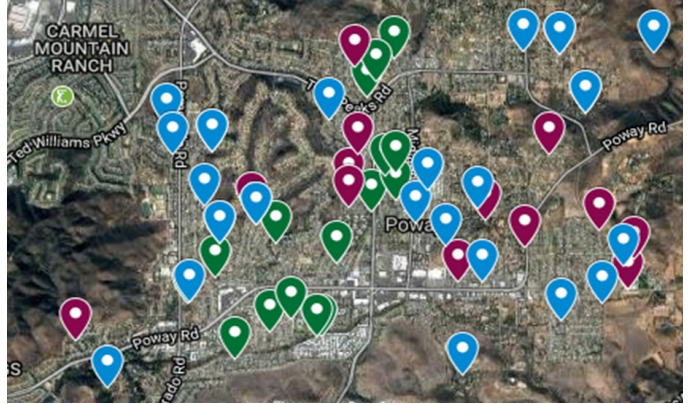
Advancement of Downtown Projects: Public-Private Partnerships

In 2016, the City of Poway, went through a process to identify and evaluate strategies in connection with the preparation and implementation of a plan to revitalize and improve the City's downtown, generally located along Poway Road in the City's main commercial corridor.

As part of the process, the City made the decision to acquire a key

property asset from the former redevelopment agency in order to secure and control a property that was integral to revitalization of its downtown. Further, the City identified a developer to acquire and develop a mixed use residential and retail project on City, Housing Authority, and/or Successor Agency owned properties (Properties) comprised within the 14-acre Town Center Area centrally located along Poway Rd.

Legend:	
Supportive (20)	
Not Supportive (20)	
Observational (31)	



The process included:

- Drafting, releasing and managing an RFQ/P developer selection process for the aforementioned properties consistent with the City's goals and vision for the Town Center Area,
- Evaluation of development proposals (incl. pro-forma review),
- Developer negotiations of an Exclusive Negotiation Agreement and purchase agreement,
- Analysis and preparation of a summary report in accordance with Government Code 52201 regarding the disposition of the Properties for an Economic Opportunity as defined in the law.

A parallel effort was made to develop and employ an online communications platform called (e.g., digiConversation®) to simplify community outreach efforts related to a major planning study - Poway Road Corridor Study, which led to approval of the Poway Road Corridor Specific Plan and established zoning to support development in the Town Center Area. The effect of communicating with the community in advance of any City decisions related to the Specific Plan enabled the City to achieve greater transparency on its project, diminish controversy, and gauge results/feedback through detailed user metrics.

Appendices



Corona, Calif.

DATA SOURCES

Source	Description of Data	Link
ESRI Business Analyst Online (BAO)	Demographic and economic estimates and projections based on a variety of sources (Census Bureau, Bureau of Labor Statistics, Postal Service, Experian, and other sources)	bao.arcgis.com/esriBAO
CoStar	Real estate market data for commercial properties (retail, office, multifamily, industrial, hotel), including supply/demand metrics, sales data, property information	www.costar.com
California Regional Multiple Listing Service (CRMLS)	Real estate market data, including single-family home sales data and property information	go.crmls.org
Placer.ai	Foot traffic analytic platform that provides insights into visitor / resident / worker behavior and trade area, based on anonymized mobile phone location data	www.placer.ai
Census Bureau OnTheMap	Employment estimates – such as worker inflow/outflow, commuting patterns, and industry employment – based on a variety of sources, including state Unemployment Insurance Wage Records, Bureau of Labor Statistics Quarterly Census for Employment and Wages, and other Census Bureau data sets	onthemap.ces.census.gov
California Department of Finance	Population and housing unit estimates and projections	dof.ca.gov/forecasting

CO•RO•NA

(1) a circle of light
surrounding a luminous
body

latin corona ("crown")

Design Guidelines

A GUIDE TO PLACEMAKING
IN DOWNTOWN CORONA

The Circle



*Conceptual rendering of future redeveloped Corona Mall and
potential infill development on opposite sides of Main Street.*



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Prepared on behalf of City of
Corona by Storyland Studios

Storyland
STUDIOS

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The O

style

01

Introduction

INTRODUCTION

The Design Guidelines are divided into three sections: Buildings, Public Space, and Circulation. The Guidelines are intended to aid and inspire designers, developers, and owners of the various elements of Downtown Corona. They are meant to help in the creation, replacement, and renovation of particular buildings, infrastructure and signs, as well as to assist in the integration of each piece into the larger ideas for the overall Downtown destination. The Design Guidelines are not a substitute for architectural, landscape, or graphic design. The Design Guidelines reflect a vision for the Downtown and will complement the existing Downtown Revitalization Specific Plan (SP 98-01). The existing DTSP will remain the regulatory document pertaining to Development Standards for the area. Design Guidelines also serve as criteria for evaluation and discussion by the City concerning design of individual buildings and signs.

Rather than being overly prescriptive, the “minimalist” approach taken with the Design Guidelines is to succinctly convey the vision for a restored, vibrant “heart” of “The Circle” while emphasizing the key placemaking strategies which will facilitate this vision including:

- Blending historically inspired building typologies, scale and form with contemporary uses, technology, and flexibility.
- Emphasizing placemaking elements to create a regional destination including “outdoor rooms”, pedestrian safety, and environmental art / identity graphics
- Prioritizing Downtown as a destination for citizens and visitors while still meeting and anticipating current and future needs for pedestrian, transit, cyclist, and vehicular circulation / parking.
- Avoiding the “sameness” of auto-oriented suburbia by facilitating the surprise, delight, diversity and discovery found when walking through historic “urbane” downtowns, created over many decades by many stakeholders.

(A) View of existing Downtown Corona showing Main Street between Sixth Street and Fourth Street. Corona Mall is on the top (east) side of Main Street and existing development and vacant lots are shown on the bottom (west) side.

(B) Image showing the redeveloped Corona Mall and potential infill development on opposite sides of Main Street.





Conceptual rendering of future redeveloped Corona Mall and potential infill development on opposite sides of Main Street.

Setting

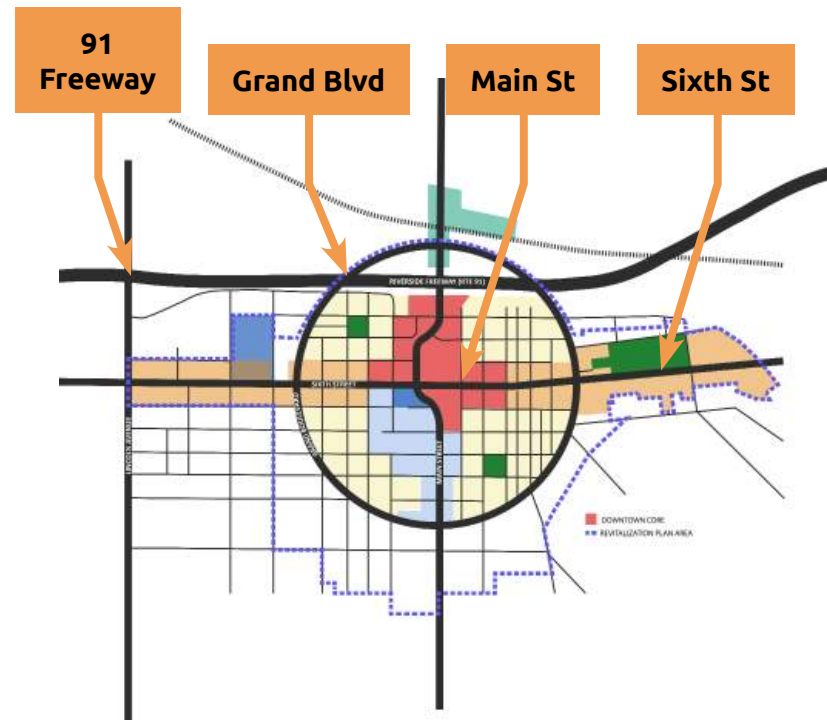
The Downtown Revitalization Plan boundary area (“Downtown”) includes approximately 700 acres and is generally centered on the intersection of Main and Sixth Streets within the Grand Boulevard circle. The greater Downtown runs from Lincoln Avenue on the west to the Temescal Wash Channel on the east along Sixth Street and along Main Street between Grand Boulevard to the north and West Burr Street to the south.

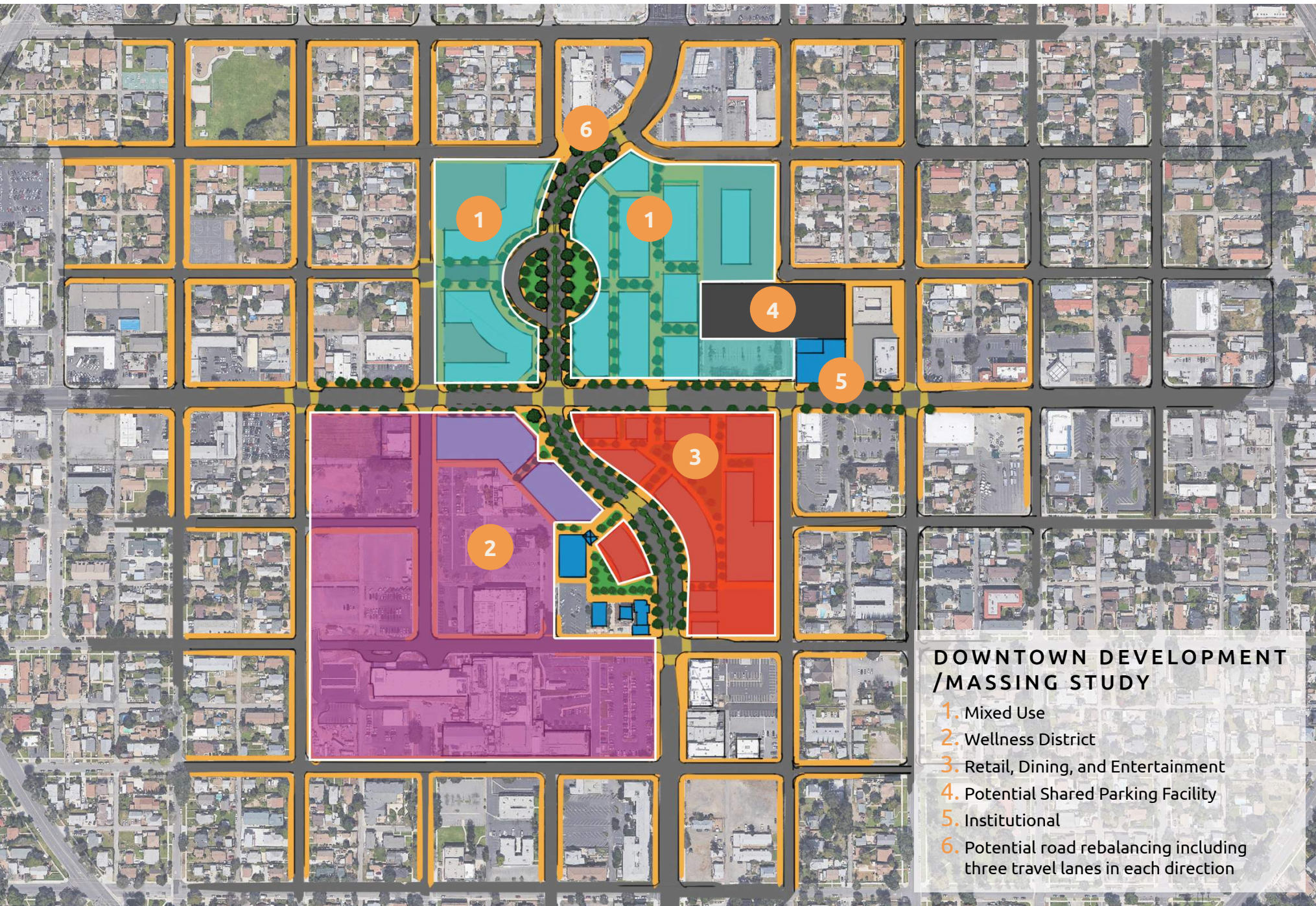
The Downtown includes a mix of older commercial, residential, office, civic uses (e.g. Corona Public Library, City Park, and Historic Civic Center) and some limited industrial and hospitality uses. The process for determining the Downtown boundaries involved a collaborative effort extensive community input. The existing conditions, strengths, and weaknesses of the Downtown were evaluated, and areas in need of improvement were identified. The areas included in the Downtown boundary are generally within a 3/4-mile radius of the intersection of Main Street and Sixth Street, which are within 15-20 minutes walking distance of the Downtown.

The goal for the Downtown is to help create a better blend of land uses, establish greater connectivity within the Downtown (as outlined in the map below) between transportation (North Main Metrolink Station) and our main destinations within the Downtown as well as exploring ways to better activate Civic Spaces (e.g. City Park, Historic Civic Center) to complement, expand, and retain businesses along major commercial retail corridors (e.g. Main Street and Sixth Street), and identify opportunities to promote improvements and preservation of older residential neighborhoods (e.g. Housing Rehab Program(s)), and expand health and wellness medical businesses (e.g. Corona Regional Medical Center), which provide critical services and

jobs to the local economy. The following map highlights the Downtown Revitalization Area boundaries and key focus areas.

The Design Guidelines focus primarily on the 64 acres of Downtown designated as “Downtown” (D) and “Gateway Business” (GB) districts in the 2011 Specific Plan but are compatible to other areas within the greater Downtown Area as defined by the Revitalization Plan.





DOWNTOWN DEVELOPMENT /MASSING STUDY

- 1. Mixed Use
- 2. Wellness District
- 3. Retail, Dining, and Entertainment
- 4. Potential Shared Parking Facility
- 5. Institutional
- 6. Potential road rebalancing including three travel lanes in each direction

INTRODUCTION

Existing Conditions

Changing demographics, consumer preferences, travel patterns (brought about by the construction of new freeways), automobile-oriented land use policies, and increasing competition from regional shopping centers during the late 20th Century facilitated economic development and activity towards the expanding edges of the City. The attempt to revitalize the Downtown through the construction of the Corona Mall and related realignment of Main Street resulted in the demolition of most of Downtown's building stock and the displacement of 111 Downtown businesses – many of which never returned to the city. Like many similar sized cities no longer served by transit, the historic Downtown lost its primacy as the city's commercial and business hub.

These efforts replaced the Downtown's former compact and diverse land use pattern with one dominated by auto-oriented uses. Surface parking lots are now the dominant land use within the Downtown. Approximately 65 percent of the total developable land area consists of parking lots with buildings and vacant lots accounting for 35 percent of the remaining land.

This change also reduced the quality of public space within Downtown Corona. Streets are dominated by automobile traffic and sidewalks are devoid of pedestrians. Public space, places where people can gather informally and feel safe doing so, is nearly non-existent. Vacant or underused buildings and buildings that turn their backs to the street create a perception that Downtown is unsafe among residents.

(A) Existing Main Street looking west towards the Corona Mall. View shows streetfront dominated by surface parking lots.

(B) Existing Corona Mall monument sign

(C) Sidewalk along the south side of Sixth Street, east of Main Street showing disconnect between existing building facades and the adjacent sidewalk.





Acknowledging the Past

The goal of these design guidelines is to provide the framework for restoring Downtown Corona to its former presence as the commercial, social, and recreational hub of the city. The Downtown's physical presence was altered considerably during the mid and late 20th Century due to changing demographics, market conditions, and land use policies. This has resulted in the area being comprised of mostly underused or vacant structures and lots dominated by surface parking. This is in sharp contrast to the charming, early 20th Century traditional town center that the Downtown once was.

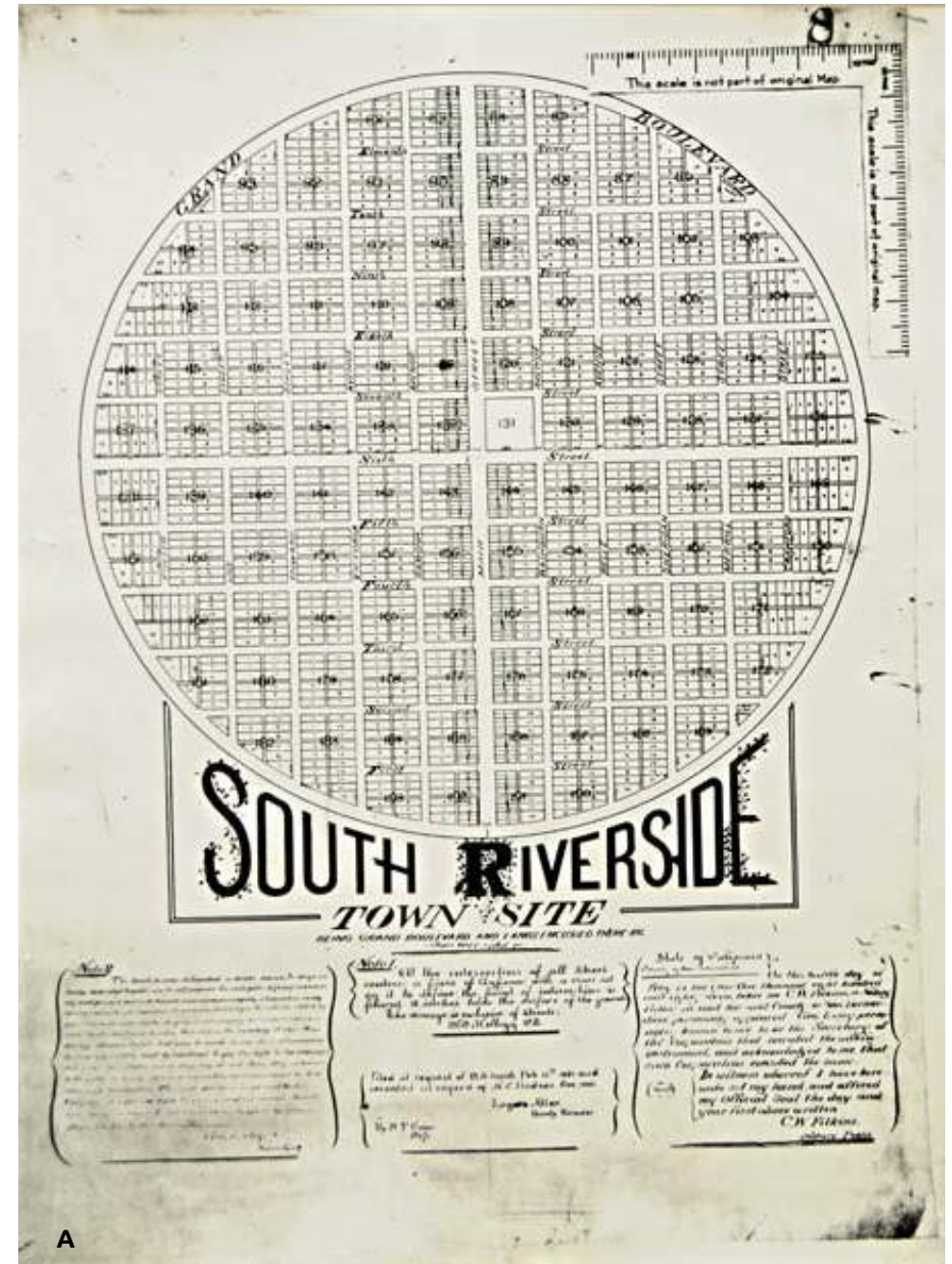
While only a few commercial and civic buildings remain such as the Corona Theater and the former Corona High School Building (Historic Civic Center), these guidelines will use these remaining structures to guide the scale, massing, and placement of future development in order to reestablish Downtown's urban fabric while not mimicking it. The intent is for new development to be consistent with Downtown Corona's historic built environment in a contemporary manner.

(A) Map of South Riverside showing H. Clay Kellogg's 1886 town layout and street grid pattern

(B) View of Main Street looking to the north from Sixth Street circa 1930. Note how commercial buildings are oriented towards the street, diverse building designs, and business signs indicating multiple uses along the street

(C) View of Sixth Street looking west from Main Street, circa 1920

(D) Corona Theater circa 1940





Desire for Change

Residents that participated in the community meetings and workshops expressed a deep desire to re-establish Downtown Corona as the center of the city's commercial, civic, and social life. Long-time residents shared their memories of how Downtown Corona used to be a vibrant and active commercial district and the center of the city's shared communal experience. Newer residents, on the other hand, stated that they typically need to travel to other cities to shop, dine, or experience entertainment. They also commented on how they rarely visit Downtown because they have no reason to do so, or how they do not feel safe in Downtown. All residents expressed a strong desire to re-establish Downtown Corona to its previous form as a traditional town setting. Their input helped frame the following goals for these guidelines:

- Restore Downtown Corona's physical presence as a multifaceted town center
- Encourage future development that creates a walkable environment typical of active downtown districts
- Provide a framework for new construction and redevelopment that is appropriately scaled and harmonizes with remaining historic or significant structures
- Allow design flexibility for new construction that alludes to the city's history without mimicking it: a built environment that honors the past in a contemporary manner
- Create and rehabilitate buildings to help define high quality public spaces that are suitable for formal and informal gatherings
- Create a destination for local residents and visitors
- Create a setting for large and small-scale public events and celebrations
- Support the development of a district that is accessible and benefits all segments of the community
- Increase the ability to access multiple destinations without the use of a car



Community meeting presentation

INTRODUCTION



Existing



Proposed

The O

style

02

Built Environment

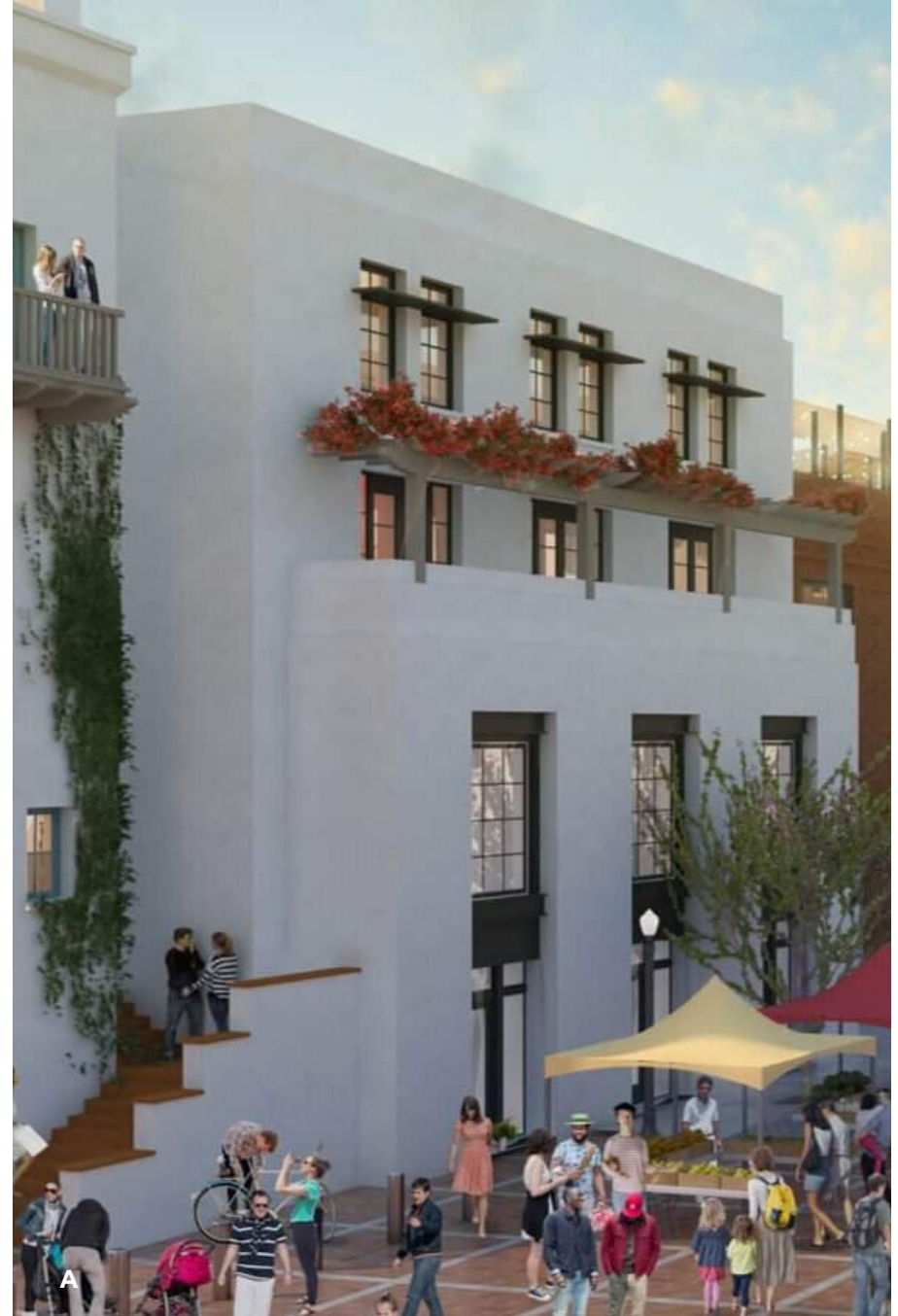
Built Environment

The relationship between buildings and their surroundings directly impacts how people interact with the Downtown area. This includes how people travel to and approach each building and interact with their adjacent outdoor spaces. Specific aspects of the Built Environment include:

- Building typologies
- Building placement
- Scale
- Uses
- Architecture
- Entrances and fenestrations
- Exterior building lighting

(A) Claremont Village West project showing appropriately scaled mixed-use building and adjacent public space.

(B) Public space edge defined by pedestrian-scaled commercial buildings.





B

Building Typologies

These guidelines focus more on types of buildings that are appropriate within a traditional downtown setting than the uses that they contain. The type, size, and massing of a building should be consistent and harmonious with its surroundings. Buildings types that would be appropriate for Downtown Corona may include the following:

RECOMMENDED BUILDING TYPES

- **Flex Buildings:** Flex (or mixed use) buildings follow traditional Main Street massing while having the ability to host multiple uses over its lifespan. This building type is based on the historic pattern and scale of pre-WWII Downtown Corona and similar sized Downtown Main Streets.

The building pattern along Main and Sixth Streets was dominated by a collection of traditional commercial buildings of varying size and scale that harmonized with one another to create a well-defined street edge. A variety of different uses were located within these buildings with retail, services, and commercial uses typically present on the ground floor and housing, lodging, or offices located on upper floors. Flex buildings allow for building uses to adapt and change over time in response to changing market conditions. This flexibility is a common component of form-based development policies that allow the market to dictate how a building is used. These buildings should have heights that vary and are not lower than 20 feet, in order to provide an effective sense of enclosure. The scale of the building widths and the roof forms of the buildings should create a variety of massing.



A



B

- **Liner Buildings:** Liner buildings provide active, pedestrian oriented facades along the sidewalk while screening larger structures behind them. Not all building types are compatible with the scale and massing of a pedestrian-oriented district. Furthermore, they may disrupt the overall quality of the district's build environment and affect personal mobility if special consideration is not given to their placement. This is particularly true of buildings like parkings structures, grocery stores or other large retail anchors, and theaters or large public gathering venues. Liner buildings placed in front of the structure help conceal its mass from the sidewalk and allow for uses to be placed along the street edge that preserve a human-scaled environment and eliminate any dead spaces along the sidewalk resulting from larger buildings.

- **Paseo Buildings:** Buildings on pedestrian paseos or alleys that are less than 50 feet wide should reflect an intimate, pedestrian scale, using signs, entrances, awnings, and storefront windows. Surfaces that are perpendicular to the building facades are quite visible, so that design elements such as blade signs, facade relief, shadow lines, and surface textures should be employed.

(A) Example of a late 19th Century flex commercial building in South Pasadena, CA

(B) Corona Theater showing liner building along Sixth Street

(C) Paseo within revitalized Corona Mall



BUILT ENVIRONMENT

- **Community Building(s):** Civic, institutional and sacred structures can serve as landmarks and have a relationship to both the commercial and residential uses on the site. The entrances and openspaces of the community buildings should be prominent and should be accessible and visible. The buildings should be able to respond to the changing needs of the community with expansion and renovation. The materials chosen should have a sense of permanency and at the same time should age gracefully.
- **Mid-rise Building(s):** Mid-rise is defined as a building which is divided at regular intervals into occupiable levels. These buildings are typically taller than the maximum height which people are willing to walk up and therefore requires mechanical vertical transportation. These types of buildings include building uses such as residential, hotels and office buildings.

- **Landmarks/Pavilions:** Specialty “pop-up” structures including garden sheds, pavilions, shipping containers, and Airstream trailers are encouraged as active anchors to “outdoor rooms.”

(D) Image showing the appropriate framing of public spaces/rooms with commercial buildings.

(E) Rendering of Mid-Rise Building

(F) Example of early 20th Century Mid-Rise Building

(G) Anaheim Packing House - Landmark Building example.

(H) Pavilion Building located in Anaheim's Farmers Park.





BUILT ENVIRONMENT



Concept of future development along Sixth Street showing various façade treatments and related streetscape improvements

Building Placement

In a cohesive Downtown setting, buildings are not isolated objects in the landscape. Instead, they provide the context and “walls” to the spaces between the buildings including outdoor rooms, streetscapes, squares, paseos, and parks. The consistency of the street walls provides spatial definition and enclosure. Walking along off-street parking lots is visually uninteresting and significantly impairs the pedestrian experience.

RECOMMENDATIONS

- Minimize or eliminate building setbacks to allow direct access to the buildings and businesses from the sidewalk.
- Parking should be located behind a building away from the street.
- Articulate facades with windows and doorways.
- Allow setbacks that are appropriate with the building’s size and massing in order to activate areas in front of buildings.

Scale

Scale is the immediately recognizable element of walkable, urbane downtowns that provide the greatest contrast between auto-oriented suburban strips. The combination of smaller walkable blocks, more intimate street sections and multiple floors contrast sharply with suburban figure-ground relationship of isolated single-story structures surrounded by parking. The rhythm of the various facades and materials provide interest and identity, particularly at the ground level.

RECOMMENDATIONS

- A building’s ground floor should be taller (about 15’) than its upper floors in order to accommodate the needs of retail and service uses.
- Buildings with multiple stories should have facades with clearly

identifiable bottom, middle, and tops.

- A building’s ground floor has the greatest amount of interaction with pedestrians so special attention must be given to its design.
- Door must be spaced between 25 to 30 feet from one another along a building’s façade.
- A minimum of 60 percent of a building’s ground floor façade (area between two and ten feet above the sidewalk) should consist of storefront windows.
- Allow building awnings and signage to extend onto the public right-of-way.
- Discourage new buildings with large expanses of blank walls located along a sidewalk.
- Blank walls that face a street on existing buildings should be treated with public art, landscape, or other design features.
- Place liner buildings along street edges to conceal larger buildings like parking structures, markets, or cinemas.
- The building forms should be treated in a three dimensional, sculptural way, with the possibility of a variety of roof forms. In addition, roofs need to be designed with visibility of equipment in mind. Equipment should be screened from street level and highway level viewpoints, with raised parapets, louvers, or other equivalent solutions.
- Buildings should have a minimum height of 20 feet to the top of the roof and 24 feet to the top of the parapet or ridgeline.
- Buildings should address the street and have doors and windows that open onto the street. Buildings should be built on the street edges, or Permissible Building Area Boundaries, and the range that building frontages can set back from the boundaries should be no more than three feet.
- New buildings should relate to existing buildings by making reference to elements of similar scale and to parapet, cornice, lintel and sill lines.

Uses

Rather than a suburban separation of single uses, vibrant downtowns accommodate a diverse range of compatible uses within a 10-minute walking radius, allowing residents and visitors to live, work, play, shop and dine within the heart of their town.

RECOMMENDATIONS

- Develop a Form-Based Code to replace the current use-based zoning standards
- A building's design and placement should predominantly be secondary to the uses it contains.
- A well-designed building should be able to house different uses based on prevailing market conditions and demand. This includes both flexibility in new buildings and the ability to adapt existing buildings for new uses.
- The amount of new, higher-density, mixed-use development that may be developed within Downtown should continue to be regulated through the existing conditional use process rather than be specified through more typical use-based zoning.

Architecture

The goal of future development is to incorporate architectural styles and elements that respect and acknowledge Downtown Corona's past. The "Downtown Corona Revitalization Specific Plan" recommends the use of specific architectural styles and themes such as Spanish Revival, Mediterranean, Classical, and Commercial Block. These design guidelines acknowledge the appropriateness of these styles but also promotes architectural diversity in new development provided that it is consistent with Downtown Corona's late 19th and early 20th century building pattern in terms of building placement, massing, and scale. The combination of architectural styles will give the Downtown an architectural vitality and interest that will help heighten it's visual appeal, promote its historic context, and enhance its sense of place.

RECOMMENDATIONS

- Downtown Corona will be an urbane destination with a mixture of use and an eclectic diversity of architecture. No one style or theme is predominant; it is an amalgamation of many styles that give architectural vitality and interest to the town.
- Diversity can be achieved in part by each building being designed for its particular site conditions, whether it is on the street, a paseo, or outlining an outdoor room. Diversity can also be accomplished with a good mix of tenant and product types. The size and quality of the tenants, the indoor and outdoor display ideas, and the quality of the building exterior are all factors of design diversity.
- Tenants should be varied in their typical space requirements, the floor areas of the stores. A variety in the perceived scale of the development is dependent on the mix of tenants and tenant sizes.
- No two adjacent buildings should have identical facade designs or colors.
- No one exterior material or color scheme should dominate the architecture of a street or open space in Downtown Corona. Diversity and richness of architectural expression will be achieved with a variety of material choices that are seen in proximity to one another. Materials such as stone, wood, tile, concrete, metal and glass can be introduced in different facade treatments to ensure that a single material such as cement plaster is not dominating the palette.
- A mixture of high quality materials in very visible places and in varying quantities can have a large impact on the perceived quality of the town center. It is important to choose the materials, textures, and colors carefully to receive maximum benefit.
- The light quality is often muted in the Corona region. A judicious use of intense colors, that can be seen in hazy light conditions, should be used to maximize the visibility of the architecture.
- Given the hot summer weather, buildings should contribute towards the creation of shaded walkways, using awnings, canopies, loggias, colonnades and other similar devices.
- Awnings should be at a minimum height of 8 feet in height above the pavement level. They should extend a minimum of 3 feet and a maximum of 10 feet from the building into the sidewalk space.
- Colonnades and covered walkways should have soffits that are at a minimum height of 10 feet and the clear walking width should be at least

8 feet clear.

- Shading devices should be designed as an integral part of building facades and should be integrated into the aesthetics of the architecture.
- A variety of materials, with a sense of permanence, should be used for shading devices, e.g. wood louvers, glass and steel canopies. At the same time, more temporary materials that exploit the qualities of light with their transparency, like matte finished fabrics used in awnings, should be encouraged.
- Shading devices and other parts of building design need to accommodate occasional strong winds. Protection for the user and for the durability of the building need to be considered.
- Service equipment located on roofs should be screened with louvers, parapets or similar devices. Screening should be integral to the architecture of the building and should not be perceived as an appendage.
- Service areas and equipment at grade in the City of Corona, including mechanical, electrical, communications, emergency and transportation equipment, should be screened from ground level viewpoints.

Entrances and Fenestrations

Doors, windows, storefronts, and other light giving apertures are included in this set of design guidelines. Four basic purposes are served: entry, light to the inside and outside, display, and views. The intent of the guidelines is to enhance the qualities related to all four.

RECOMMENDATIONS

- Each door leaf shall be a minimum of 7 feet high and 3 feet wide and doors in storefronts should be as transparent as possible.
- Openings at the ground level should add up to at least 30% of the total facade surface area.
- Openings should be designed to maximize natural light into the building and to allow visibility of interior display from the outside.
- Fenestration can give texture to a building with the aid of shade and shadow on facades. Older buildings often have a sense of permanence due to the thickness of walls, rich shadow lines, deep fenestration and

cornice lines. To replicate this phenomenon in new buildings, openings should have a minimum depth of 3 inches. In other words, frames for openings should be set back 3 inches from the face of the building.

- Glazing sizes should not be larger than 10 feet vertically and horizontally. Glazing should be interrupted by a joint or frame at least every 10 feet. Variety of aperture sizes and glass frame sizes gives variety to architectural expression.

Exterior Building Lighting

Lighting that is visible on the inside and outside of a building contributes to the quality and mood of a building and can give it the sense of being inhabited and safe.

RECOMMENDATIONS

- Exterior lighting should illuminate the overall building and focus on prominent features such as display and entry.
- Building design should exploit the use of natural light with windows, skylights, light shelves and similar devices, minimizing dependence on artificial light.
- The lighting strategy for Downtown Corona should create an image of the destination as seen from the key entry vantage points, such as the 91 Freeway, Main Street and Sixth Street.
- Materials and lighting that causes glare and unwanted reflections at eye level should be avoided. Indirect light can be used to illuminate buildings, walkways and public spaces without glare.

The O



03

Public Space

Public Space

The impression of a city is formed by the quality of its public spaces. People engage with places at a deeper level while on foot than if they drive through in a car. Public spaces that are perceived as being attractive, comfortable, and safe are key because they encourage people to linger longer. People who linger longer in a district are more likely to engage in community and commerce within the district. These spaces include areas within the public right-of-way like sidewalks, plazas and courtyards that are defined by adjacent buildings and streets.

1. A green Downtown “Commons” at the heart of The Circle could be the premier gathering place in the region
2. Active edges outline the outdoor room, creating a sense of urbane enclosure and spatial definition
3. Ideal ground floor uses include indoor/outdoor dining, entertainment, and retail
4. The Corona Mall is proposed to be redeveloped as mixed use around a renewed central paseo / linear park
5. Current surface lots fronting Main Street should be redeveloped as buildings or open space
6. Potential shared parking structure should be located within the interior of the block





Conceptual rendering of future development.

Outdoor Rooms

Outdoor space, the parts of a city that are not occupied by the public right-of-way or a building, should be designed and programmed to function as outdoor rooms. They can serve as a district's living room where shared experiences are made through unique personal or shared interactions. The intersection of Main and Sixth Street was the center from which civic and commercial life radiated within the former Downtown. Open spaces located in front of the city hall and library on Main Street and in front of the original Corona High School building on Sixth Street often served as outdoor communal space. While parking lots currently dominate the street frontage along Main Street within the Downtown, this relatively unused and undeveloped land could be adapted to serve as a true outdoor living space for the community. Public plazas and squares should:

- Be suitable places for large or small-scale gatherings and events
- Be in prominent locations that are well defined by adjacent buildings.
- There should be direct access between the public space and ground floor retail, dining, and other uses contained in adjacent buildings.
- Public spaces should include appropriate furniture and related amenities that enhance the visitor comfort and the overall experience.
- Consider the inclusion of movable seating and tables to allow people to customize their use of the space.
- Incorporate public art and distinctive sign elements when appropriate to heighten the spaces overall aesthetic qualities.
- Assure that spaces are appropriately lit and activated during

evening hours in order to improve safety and discourage unwanted activities.

- Assure that the public spaces are accessible to all members of the community and user groups.
- Develop a program of activities to take place in appropriately sized public spaces such as farmer's markets, art shows, concerts, etc.

(A) Aerial view showing existing condition of Main Street/Sixth intersection and Corona Mall

(B) Image showing the restored Downtown Corona at the same location





Sidewalks

Active streets within a traditional town setting function both as outdoor rooms and travel paths. Appropriately designed sidewalks should address the following:

A. FUNCTIONALITY

Sidewalks should include three functional zones:

- **Frontage** – the space directly in front of a building where businesses can place tables and chairs for their customers. This encourages people to linger longer in an area and activate the street.
- **Pedestrian** – the part of the sidewalk where people travel. This area should be kept free of obstructions or obstacles that impede safe and efficient movement.
- **Furniture** – the part of the sidewalk that is located closest to the street. Street furniture such as benches, small tables, or trash receptacles; landscaping such as trees and shrubs; signage; lighting fixtures; and public art pieces should be placed in this area. This zone helps improve the pedestrian environment and comfort level by forming a buffer between automobiles on the street and people walking along a sidewalk, and by providing pedestrian amenities.



A



B

(A) View of Myrtle Avenue in Monrovia, CA showing sidewalk zones along a traditional, pedestrian-scaled retail district

(B) Frontage zone along commercial building

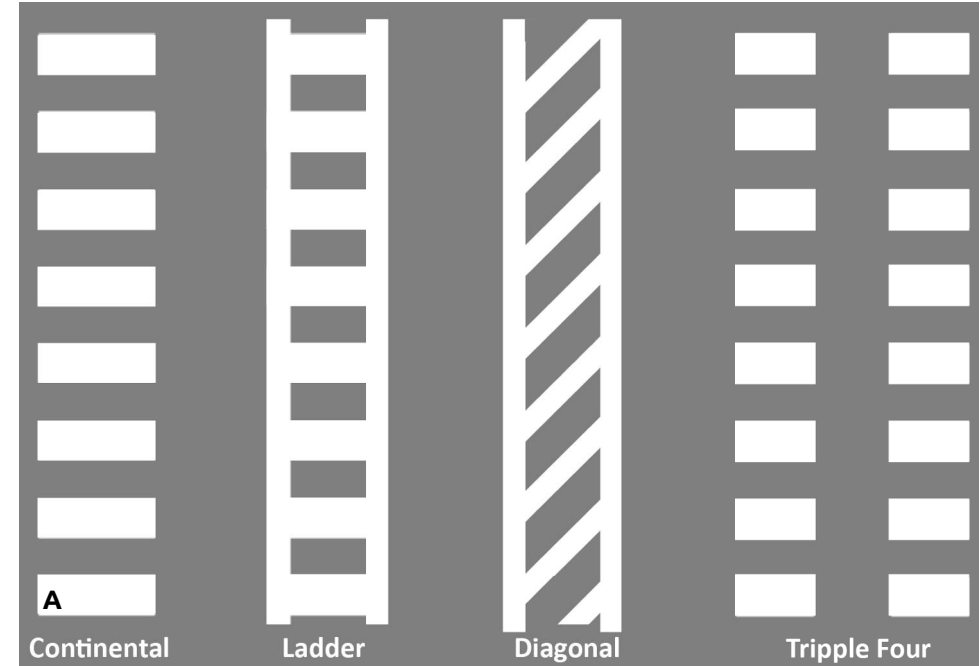
1. Frontage Zone
2. Travel Zone
3. Furniture Zone
4. Parallel Parking
 - A. On-street parking
 - B. Diagonal on-street parking
5. Travel Lane
6. Left turn lane or median
7. Sidewalk extension at intersections



PUBLIC SPACE

ACCESSIBILITY

The elimination of barriers or physical obstructions on sidewalks that impede travel for people with limited mobility improves mobility for everyone. Pedestrian connections should, at a minimum, meet applicable ADA requirements like ramps at street intersections leading to crosswalks, tactile strips at sidewalk/ramp edges, and audible crosswalk signals.



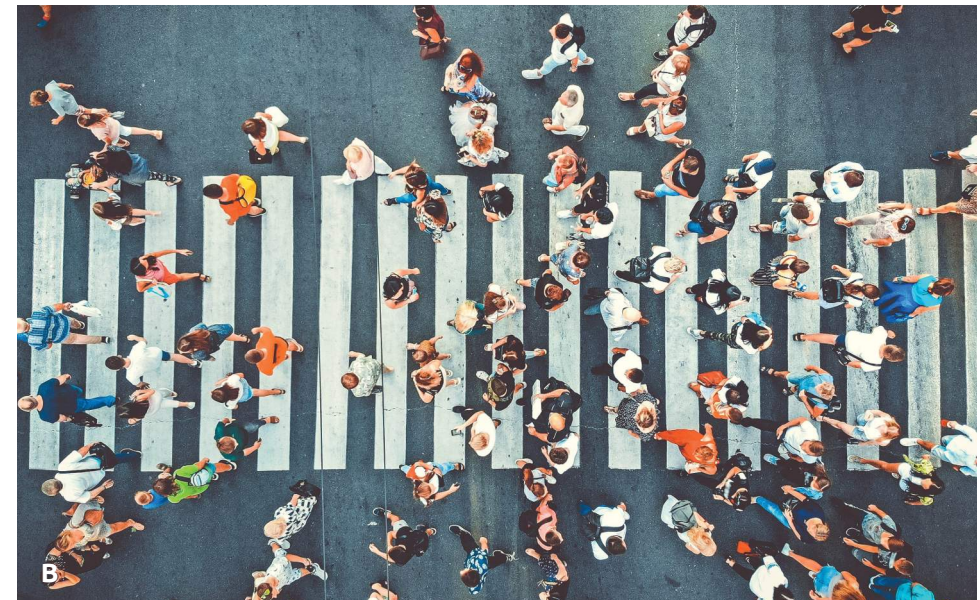
(A) High-visibility crosswalk designs (Source: Caltrans)

(B) Example of high-visibility crosswalk in an area with high levels of pedestrian traffic.

(C) Image showing existing conditions of Sixth Street/West Grand Boulevard intersection

(D) Conceptual image showing infill development and related streetscape improvements within and adjacent to the Sixth Street/West Grand Boulevard intersection

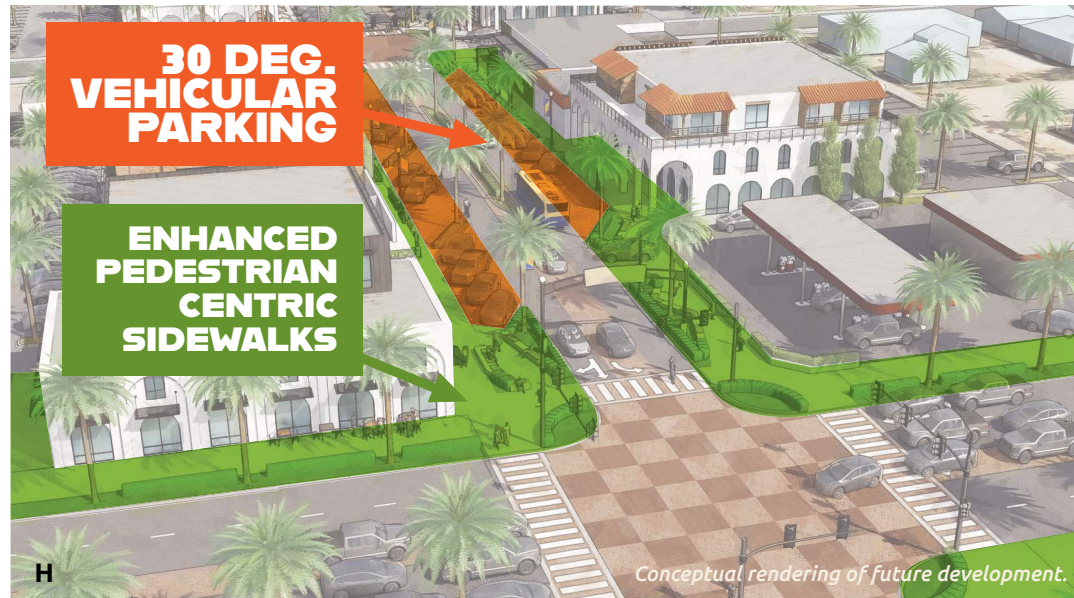
(E, F, G) Concept for improved connectivity at Sixth Street/Grand Boulevard intersection including sidewalk extensions, wider sidewalks, high-visibility crosswalks, and enhanced pavement treatment within the intersection



EXISTING



PROPOSED



PUBLIC SPACE

SAFE CONNECTIONS

All trips, regardless of purpose, include a walk. The quality of connections between travel modes affects travel behavior and ultimately how a person interacts with a space or district. Walkable streets facilitate connections between travel modes, promote the use of alternative travel modes (e.g., transit, walking, or bicycling), allow for multiple destinations to be accessed by a single automobile trip, reduce automobile travel, and make local destinations more accessible to a wider segment of the population. These connections include high-visibility crosswalks, sidewalk extensions at street intersections that reduce the distance of street crossings for pedestrians, well maintained bus stops, local transit circulators, public bike racks, and directional signage.

1. Sidewalk covered by building gallery
2. Forecourt
3. Pedestrian Zone
4. Furniture Zone
5. Frontage Zone
6. High visibility crosswalks and distinctive intersection paving at Grand Boulevard intersections





Conceptual rendering of future development.

Environmental Art, Graphics & Signage

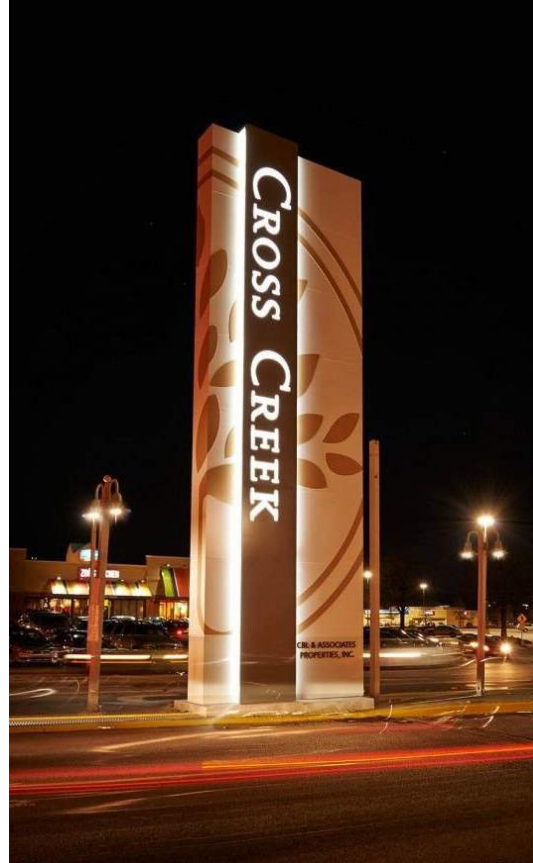
The purpose of the Environmental Art, Graphics and Signage Program is to establish a coordinated exterior signage program that affords the Downtown district's prominent identification while achieving a unified overall attractive appearance. Also, controlled way finding and identity signage is a major factor in creating and preserving the design character of the overall project.

The wayfinding and identity graphics of the project play a major role in the unification of The Circle as a whole. With the numerous varied program elements the graphics work to link the elements together, not to create a feeling of one large development, but rather to help the visitor navigate through an urban environment. The graphics, like in many similar urban environments, help to create a sense of orientation for the first time visitor, and a sense of familiarity and comfort for those that return often.

While the architects and planners are concerned with the broader issues of space and circulation, the graphics are often focused on the specific details of those spaces. These details come in many forms, shapes, and sizes such as special paving patterns, handrails, banners, sculpture, fountains, and public art - all adding a layer of detail and information that sets the mood of the project. Add to this shapes, color, images, objects, and typography, and this equals a place that brims with energy and interest.

RECOMMENDATIONS

- In general, signage should be of a pedestrian scale of an urban environment rather than a larger vehicular scaled approach of suburban commercial strips.
- The graphics should be integrated with the architecture rather than applied afterwards so as to convey an element of growth over time along with the evolution of the architecture.
- The variety and uniqueness of different signs should come into play with the tenant signs themselves.
- The consistency of the graphics should come from the site pageantry, wayfinding system design, and directories.
- Materials for the signage should relate to and reflect quality materials used in architectural façade development.
- Rather than large monolithic pieces, the pedestrian friendly signage should take on more detail and integration with public art-like pieces.
- Overlaid on the graphics should be a sense of history and heritage that will establish a unique district identity, rooting it in its place and in the community.
- The following Sign Types are recommended: Major Vertical Site Identity, Primary Project Gateways, Secondary Identity, Vehicular Scaled Directionals, Pedestrian Scaled Directionals, Project Directory, Building Mounted Project Identity, Tenant Identity, Sponsored Murals, Site Pageantry, Regulatory Signage, Reader Board, and Specialty Project Identity Graphics



SIGN TYPE A: MAJOR VERTICAL SITE IDENTITY

Located along the freeway and at major urban entries to the area, the major site identity monuments are at an urban scale relating to the speed of the vehicle. They are intended to be viewed from the car at relatively high speeds and will have no pedestrian interaction.

These monuments take on a civic landmark approach, and as such will be more sculptural or artistic in nature and potentially be reflective of the heritage of the area. They will be between

35' and 70' tall depending on their location and contain the name of the project, City of Corona, along with a logo or icon of the project and the names of the major tenants.

The letter height with the name of the project and the tenants will be no greater than 48" tall. The individual letters of the logo may be internally and or ground lit.

PUBLIC SPACE



SIGN TYPE B: PRIMARY PROJECT GATEWAYS AND IDENTITY

The vehicular entrance gateways and identities will be wall-mounted plaques with raised letters identifying the project name. They will be located on either side of the major roadway entrances on masonry pylons or “neighborhood” markers and will be at a scale appropriate to be read from within a vehicle, but not a large or overstated scale.

These gateways will be very “architectural” in nature to reflect the entrances to historical neighborhoods and shopping environments. They will directly reflect the nature and character of the buildings within the urban center. The gateways will also have many pedestrian scaled design elements such as decorative metal work, integrated decorative tile, and possibly seating areas.

Illumination of the identity plaques will be from the ground or from a wall mounted external source and will not be internally illuminated. This will set the tone for the less suburban, and more urban pedestrian approach to the graphics and lighting.



(A) Preliminary Artist Concept only for illustrative purposes



SIGN TYPE C: SECONDARY NEIGHBORHOOD GATEWAYS AND IDENTITY

Similar to the primary vehicular entrance identities, the secondary pedestrian entrance identities will also be mounted plaques with raised letters identifying the project name or neighborhood area. They will be located on either side of the major sidewalk entrances or on one side only on a masonry pylon or “neighborhood” market and will be at a scale appropriate to be read from a pedestrian’s point of view or slower car speed.

They will appear to be a part of the site work rather than an attached afterthought and will be externally illuminated as well from the ground or wall mounted fixtures. These identity markers are similar in appearance and possible material usage to the primary project gateways, but are at a smaller scale to relate to the residential area which they identify.

Materials, like the primary gateways, will be built of mostly masonry with accents of decorative metalwork and integrated tile or other colored elements. While the primary gates will be large in scale and more “architectural,” these secondary neighborhood identities will be more like over-scaled gateposts.



SIGN TYPE D: VEHICULAR SCALED DIRECTIONALS

Located at major vehicular intersections, these directionals guide the visitor in the car to different areas of the site, such as to the theaters, offices, major anchors, plazas and other amenities. These directionals typically have no more than six listings with arrows. Any more has a tendency to overwhelm the driver with too many choices.

The signs are often one sided, with text facing the flow of oncoming traffic. These are located on the site in strategic locations to also act as identity markers for pedestrians to enter the project once they have parked their car. They serve a dual function of keeping the cars moving and also identifying key locations and passages.

These directionals will be between 10' to 18' tall and approximately 3' wide with 7" high type. They will not be too wide to block any sight lines into the retail development. The signs will be constructed of layered painted metal with decorative dimensional metal accents or cut outs that reflect the historical or heritage theme of the site. The project name will be located on the sign in a smaller, more understated way so as not to detract from the listed directionals. The names themselves will be of a reflective vinyl on a painted metal backing and the external illumination will be from the ground or on the sign itself.

SIGN TYPE E: PEDESTRIAN SCALED DIRECTIONALS

This sign type is used to direct pedestrians and slow moving vehicles to different parts of the Downtown site. For vehicles, this smaller scaled sign is located on secondary and tertiary streets to guide the car into specific hard to see parking areas or to valet and drop off areas. For the pedestrian, the sign is located along major paths of travel on the sidewalks and in gathering areas to guide them to additional areas. This adds to the comfort factor for the guest.

These pedestrian blade signs also point the way to amenities such as public restrooms, security, information booths, elevators and ramps,

and major urban landmarks. The signs will be pole mounted with various blades of text and arrows or mounted to the buildings with decorative metal brackets. The materials for these directionals will be painted metal supports and blades with vinyl type or individual dimensional letters. These directionals will also incorporate decorative metal cutouts and elements that help link the signage together with the architecture and landscape of the project. They will have small scaled elements that reflect the history and heritage of the area along with possible educational information to add a level of discovery and uniqueness to the project as a whole.

Some of these signs may also be incorporated as overhead directionals of painted metal and dimensional letters and integrated into the architecture in key passage locations.

SIGN TYPE F: PROJECT DIRECTORY AND COMMUNITY BOARD

The project directories will be located in four key areas throughout the site in areas where people are gathering. They are intended as more than just a map of the development, but rather are conceived of as community boards where upcoming events could be posted or space provided for tenant promotions.

The pieces will be fabricated out of painted metal with decorative and layered accents that again are reflective of the overall theme or character of the urban area. The individual panels will be internally illuminated for visibility at night and the artwork changeable. The size of the directories is approximately 4' square in plan and 10' tall, but is dependent upon how many promotional panels are incorporated.



*Preliminary Artist
Concept only for
illustrative purposes*

SIGN TYPE D

SIGN TYPE E

SIGN TYPE F

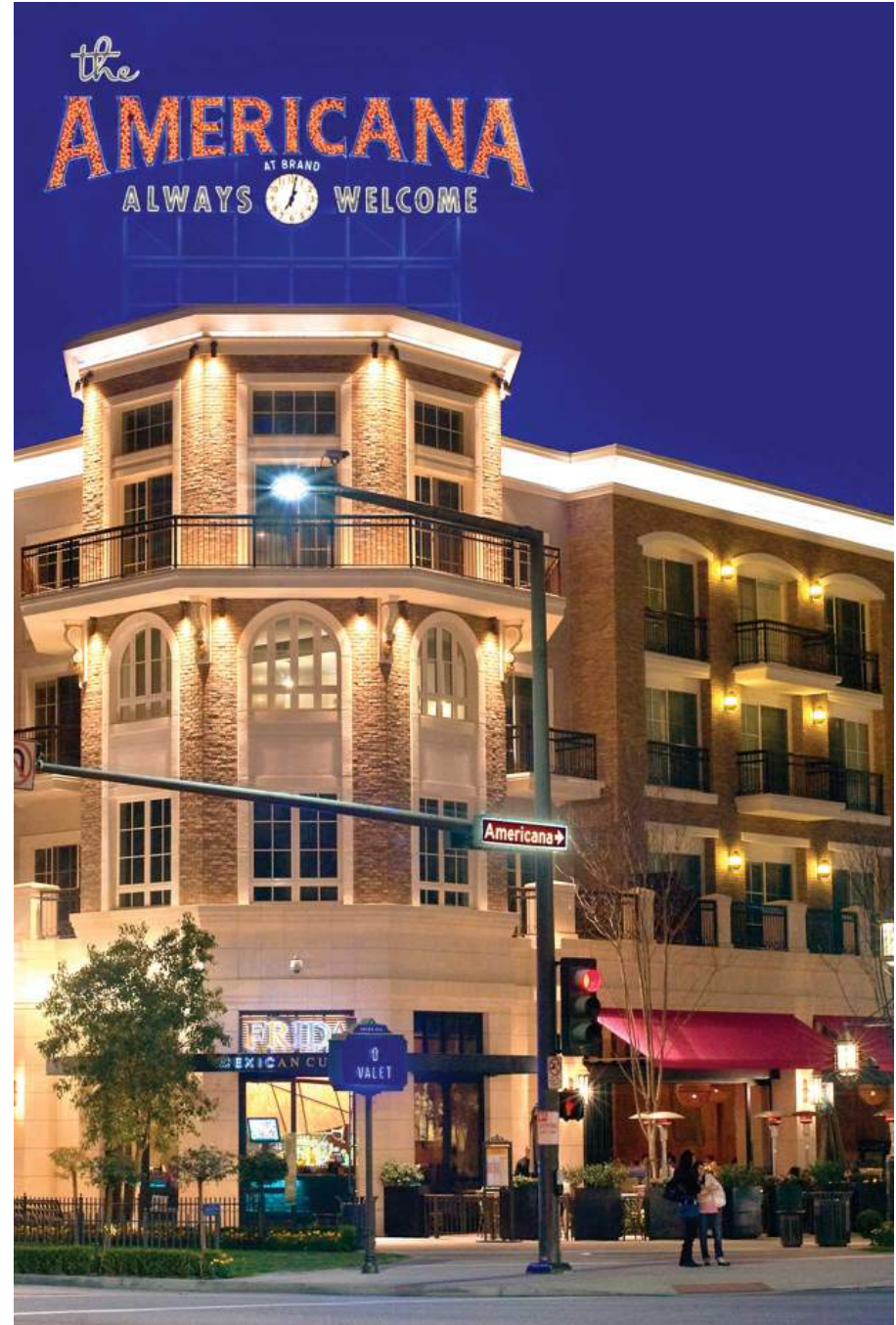
SIGN TYPE G: BUILDING MOUNTED PROJECT IDENTITY

What will be a very unique element to the graphics program of Downtown Corona is the large scaled building mounted project and tenant identity signs. These will be selectively located on the parapets of key buildings at particular locations throughout the site, and will be reflective of an era and heritage of signage that is reminiscent of historic urban environments and, like Route 66, historic travel routes.

The signs will be large scaled individual letters mounted to a light exposed painted metal framework attached to the parapet or roof. Illumination of the individual letters will either be by external fixtures mounted to the roof, or exposed neon that outlines the individual letters themselves. The lighting of the signs will not have any movement or blinking aspects, but be tastefully done to reflect historic precedents in other urban applications. The size of the letters will range in height from 6' tall to 12' tall depending upon their location.

It will be encouraged to locate this type of signage along designated areas of the retail streets to the life-style/entertainment area. This will enliven and be appropriate to this retail and entertainment street experience and not detract from the residential and other components of the overall project.

In addition this will include large scale tenant or project identity letters mounted to the building facades such as the office and retail buildings and a large marquis for a theater is applicable.



SIGN TYPE H: TENANT IDENTITY SIGNAGE

Signs for individual businesses (i.e., tenant signs) consist of any message that can be read from outside of the business to which the sign refers. This does not include signs used to advertise products, sales, special events, etc.. Tenant signs identify the individual business with their name, logo, color, or any other distinct elements of their brand identity.

Individual tenants will be encouraged to use a mixture of urban signage techniques. This includes signage on storefront awnings, signage on the glass storefronts and entrances, and dimensional blade signs. The tenant name above the entries in the sign band will be individual letters with no internally illuminated box signs. Illumination will be from external decorative light sources. Dimensional signage will be encouraged to create a unique variety along the streetscape. A variety of blade sign designs will be allowed as well to create an eclectic mix, rather than a consistent theme to the blade signs which would detract from the urban variety.

SIZE AND LOCATION

Signs, copy and graphic elements shall fit comfortably into the sign area, leaving sufficient margins and negative space on all sides.

- Wall signs shall appear balanced and in scale within the context of the sign space and the building as a whole
- Thickness, height, and color of sign lettering shall be visually balanced and in proportion to other signs on the building
- In all cases, the copy area shall maintain a margin at least 6" from any edge of the sign face area
- Signage is not to exceed 66% of the height or width of the perceived sign band
- Multiple signs will be permitted for tenants occupying a space with multiple facades

SIGN CONTENTS/MESSAGING

- Sign contents should be limited to a company's name and logo
- A logo's size shall be based on applicable size restrictions for signs
- Taglines, slogans, or description of services should not be permitted on storefront signage

LIGHTING GUIDELINES

- Internally lit signs are not permitted
- Exposed fixtures, shades, or other elements should contribute to a sign's character
- Signs should be lit only during business hours

DETAIL AND SPECIFICATIONS

- Each tenant should have one primary identity sign and one secondary sign

PRIMARY TENANT SIGNS

FASCIA SIGNS

- Signs mounted directly to building façade
- Individual letters with no back plate
- Maximum width equal to 2/3 of the storefront width

INTEGRATED STOREFRONT SIGNS

- Similar to façade signs but may include back plates or panel signs as long as they harmonize with storefront materials.
- Panel signs may be suspended over a storefront especially over a recessed doorway

VERTICAL MARQUEE SIGNS

- Provides high visual impact and should be limited to corner locations or prominent structures within the downtown district
- Should consist of a high-quality design consistent with the design and scale of the building to which it is attached and with the district as a whole
- May be mounted on the corner of a building and at an angle to ensure maximum visibility
- May be double-sided when visible from multiple streets
- Should be mounted above the ground floor of a building and may extend as high as the top edge of a building's parapet

SECONDARY TENANT SIGNS

BLADE SIGNS

- A double-sided sign mounted perpendicular to and extending from the building façade
- Should be placed near the business entrance
- Signs should be placed a minimum of 8'-6" above the finish floor elevation
- Signs may project a maximum 3'-0" from a building façade
- Signs may include company name, logo, or be in the shape of a product sold by the business that it represents (i.e., ice cream cone, coffee cup, books, etc.)

WINDOW GRAPHICS

- Window graphics are affixed directly to a storefront window
- Should be limited to two colors
- May consist of either a building's name or logo.
- Vintage hand-painting is encouraged

CANOPY SIGNS

- Signs mounted to or integrated within a rigid canopy
- Signs may be located within a canopy's vertical face
- Signs integrated within a canopy's horizontal plane
- Signs may be painted on the canopy
- Individual letters may be mounted above or below the architectural canopy.

AWNING SIGNS

- Painted directly onto the canvas material that makes up the awning that projects perpendicular to a building/business entrance
- Signage is applied on only on the lower vertical element of an awning
- Limited to only one color
- Sign content limited to company name or logo and only one building name or logo is allowed per awning.

TRANSOM SIGNS

- Signs place in a window located above a main entrance door
- Consist of individual letters mounted on storefront glass

WALL-MOUNTED SIGNS/PLAQUES

- A pedestrian-scaled graphic that identifies a tenant and enhances the streetscape
- Signs may be affixed or painted on walls
- Plaques must be affixed to a wall with hidden fasteners unless the fasteners contribute to the plaque's design

ENTRY VESTIBULE FLOOR SIGNS

- Sign may be inlaid into the floor typically in front of a recessed building entry and not located within the public right-of-way
- Sign consists of tile pattern, medallion, individual letters, or sign recessed into and flush with the floor
- All sign elements must be fabricated of slip-resistant materials per building code requirements

SIGN TYPE I: SPONSORED MURALS

Another unique element to the graphics program of Downtown Corona is the building mounted murals and public art pieces. These sponsored murals will be painted directly on to the sides of some of the buildings with large blank areas in key visibility areas. This approach to graphics blurs the boundaries between advertising and public art. Some of the locations will be reserved for public murals and art, while others used for sponsorship opportunities.

- There is much historic urban precedent in this approach to signage and this will assist in the creation of an eclectic urban environment that also promotes change and evolution over time. The murals and art pieces will be of a significant size to assist in the breaking down of the scale of large blank walls, somewhat inevitable in urban projects and retail developments. Materials used will be either paint or large scale digital printing with external illumination

SIGN TYPE J: SITE PAGEANTRY

- Site pageantry consists of fabric or metal banners that are attached to either the light poles or building facades throughout the project. They are a part of the graphic theme of the project and may include the project's name and/or logo, holiday or special event greetings and are not intended for display of tenant graphics.
- The location of the site pageantry will be concentrated along the main north and south retail streets of the project and at major entrances to the site.

(A) Example of a specialty project identity graphic

(B) Innovative public art in Los Angeles Arts District.

(C) Example of a vintage-style, exposed neon blade sign



PUBLIC SPACE

SIGN TYPE K: SITE REGULATORY SIGNAGE

- The street and passage name identities will be in the form of traditional, but custom, street signs that will be freestanding or mounted to a pole light. Signs will be either metal or vinyl letters mounted on a metal framed plate. The design of the signs will be reflective of the heritage theme of the overall project.
- An alternative method of signage will be to mount the street/passage signs made of ceramic tile or stone directly on the corner of the adjacent building structures or along the curbs and sidewalks. This method of signage would be coordinated and integrated into the building's architectural design.
- The other site regulatory signage that consists of the stop signs, parking signs, handicap parking signs, service areas, etc. will also have some elements of custom design similar to the street identity signs.

SIGN TYPE L: READER BOARD

- An electronic reader board may be located at some point along the edge of the project with freeway exposure. This should be incorporated in the design of a major vertical sign Identity (Type A). It would be placed to identify upcoming cultural events in the project. It will display anchor tenant names. The name of the project, City of Corona, will be located on the top of the sign with individual internally illuminated letters of about 18" in height. The reader board will be two sided.

SIGN TYPE M: SPECIALTY PROJECT IDENTITY GRAPHICS

- On the site or on nearby parcels it may be necessary to create unique project identity graphics for the overall development that blur the boundaries between public art, sculpture, and graphics. Some examples of these might include large (up to 12' tall) individual letters that spell out "City of Corona" across a wide landscaped area, sculptural pylons or other urban-scaled site markers that might be up to 40' tall located at identity points, or large sculptural logo elements that help to identify the project.

- In general, these graphics are less like identity signage with actual text, but more directly linked to large scale public art pieces that help to create a unique environment, and at the same time assist in the identity of the project boundaries or entrances.

PROHIBITED SIGNAGE

- Animated components, flashing lights, rotating or flashing signs, except for text and graphics on the field of a reader board sign
- Formed Plastic
- Surface mounted, box cabinet signage
- Freestanding Signs and Portable signs such as any sign designed to be moved from place to place
- Balloon or inflatable signs
- Signs which emit sound or odor or visible matter
- Signs with exposed raceways, conduit, junction boxes, transformers
- Fluorescent or reflective sign or color
- Simulated materials, i.e. wood grained, plastic laminate, wall coverings, paper, cardboard or Styrofoam
- Plexi-face Channel Letters



(A) Example of a historic tribute mural

Placemaking

A city, neighborhood, district, or street has a good sense of place when a person knows that he/she has arrived at that place. The term is used in relation to the characteristics that make a place special or unique. Corona's physical sense of place is derived from its geography and other unique physical attributes such as Grand Boulevard, palm-lined streets that frame views of distant mountains, and architecturally significant homes and buildings. The term also refers to characteristics that foster a sense of authentic human attachment or belonging. Corona's "small town feel" and "sense of community" described by its residents serve as examples. A location or part of a city might also lose the qualities that make it unique and therefore its sense of place as is the case with Downtown. Placemaking seeks to restore or bolster the identity of a place by affecting how people interact with that place.

RECOMMENDATIONS

- Integrate moveable seats and tables which allow users of a space to alter the space so it meets their individual needs and helps provide a unique personal experience, utilizing the public Right-of-Way to create placemaking opportunities.
- Public art should promote a personal or shared reaction. The best elements help enforced the identity of the place where they are located and promote civic engagement. It provides an opportunity for the community to express its creativity in both permanent and temporary installations and to highlight local history.
- Install permanent and temporary Photo opportunities such as overscale letters and human scaled postcards provide fun interactions while promoting destination branding and marketing through social media.

- The "ceiling" plane of paseos, streets, and outdoor room should be enhanced by specialty light strands, shade elements, and canopy features.
- The hardscape and softscape materials should be chosen in order to create unique and enjoyable pedestrian experiences, including a variety of color, textures, and materials while giving care to provide spaces that provide shade and visual "cooling."
- Specialty ground lighting options such as integral LED lighting embedded into the hardscape should be used as a focal in the Circle of Light
- Wet play / misters / water features should be used at key focal points for their attractational draw as well as their psychological and physical cooling properties.
- In key retail / gathering nodes, the use of outdoor background music as well as performance spaces should be provided

(A) Public art piece, Monrovia, CA

(B) Irvine Spectrum, Irvine, CA

(C) Farmers Park, Anaheim Packing House



A



B



C

The O

upcycle

04

Circulation

Street Network

Downtown Corona's street network is laid out in a traditional grid pattern with Main and Sixth Streets serving as the major north-south and east-west axes. Grand Boulevard radiates from the intersection of these two streets and defines the extent of the city's original development. Sixth Street provides direct connections to the regional transportation network including the 91 Freeway and the Corona Metrolink station. Since the mid-20th Century, the movement of automobile traffic has dominated roadway design and operations at the expense of other travel modes. The City has sought to correct this through the preparation of the Conceptual Mobility Strategies Plan. It acknowledges the interrelationship between land use and transportation and focuses on sustainable community concepts and economic development strategies as a means of providing expanded mobility options within Downtown streets.

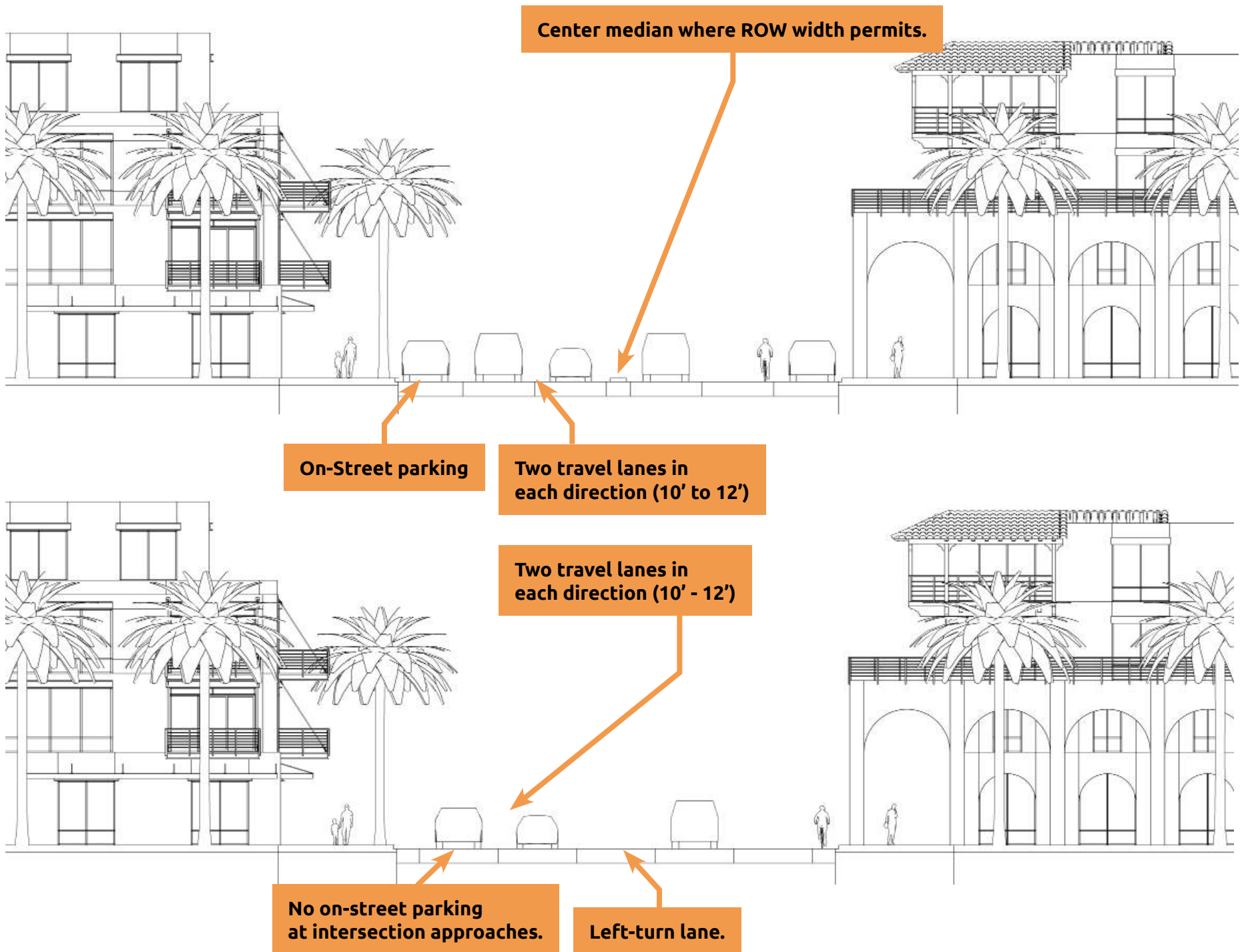
The planning and operation of a street network needs to shift from the movement of automobiles to the movement of people, regardless of what transportation mode they choose to take. Streets therefore need to accommodate multiple travel modes. A complete street within a local diverse and compact district is beneficial to local businesses because it meets the mobility needs of multiple user groups and makes more efficient use of existing roadway capacities thus eliminating the need for costly roadway widening projects.

RECOMMENDATIONS

Elements of a complete street include:

- Reduced travel lanes or more narrow lanes to allow for on-street parking or bike lanes.
- Improved and well-maintained sidewalks and street crossings.
- Public transportation.
- Regularly spaced bus stops in high-visibility areas and appropriately located so as to minimize disruptions on traffic flow.
- Improved first/last mile connections through micro transit opportunities.

Conduct a traffic study to determine the feasibility of implementing proposed mobility improvements and to assure that the operation of local streets is not compromised.



*Top: Sixth Street mid-block section
Bottom: Sixth Street intersection approach section*

Transit

The Corona Cruiser is the City-operated, fixed-route transit service. It consists of two lines that operate on streets throughout the city. The Cruiser operates along Main Street and a small portion of Sixth Street. It provides connections to regional transit lines operated by the Riverside County Transportation Authority and the city's North Main Metrolink Station. The two lines also serve local destinations including the Civic Center, Corona Regional Medical Center, Circle City Center, multiple parks, and schools.

The Cruiser's hours of operation are limited to traditional peak demand travel periods (weekdays from 6:30 AM to 7:00 PM) and on Saturdays from 9:00 AM to 4:00 PM for the Blue Line or 5:00 PM for the Red Line.

RECOMMENDATIONS

The City should consider modifying the Cruiser's operation in order to support Downtown's revitalization. This includes:

- Redesigning the routes to provide more direct service to the Downtown.
- Extend the hours of operations or introduce evening service within the Downtown.
- Provide convenient connections between the Downtown and adjacent parking supplies that go mostly unused during evenings and weekends. This includes parking lots at the Civic Center and the Metrolink Station.



Bicycling

The elevation of bicycling from a recreational form of transportation to a functional component of a multi-modal transportation system requires appropriate infrastructure in the form of on-street improvements, bicycle parking and storage, and signage. Educational programs designed to improve safe bike travel and also beneficial in promoting increased bicycle travel, especially among school-age children.

Bike lanes range in width from between four to six-feet and are located adjacent to a street curb. They are separated from automobile traffic by a solid striped line and a broken line when they reach an intersection. Cars are not allowed to travel within a bike lane except for at the intersection in order to make a right turn. Bike lanes are usually located on streets without on-street parking. Additional road width is required when there is on-street parking in order to provide clearance with open car doors.

Protected bike lanes are also located on a street but include additional physical separation from automobile traffic. This may include a raised curb or placing the bike lane between on-street parking and the curb. Protected bike lanes are more common in streets that experience high volumes of bicycle travel like near a college or university, near the coast because they occupy a greater amount of roadway width and often require the elimination of travel lanes.

Sharrows are travel lanes that are shared by automobile and bicycle traffic. Icons are stenciled on the lane to signify this condition. They are typically located on roadways where there is not sufficient right-of-way width to allow for bike lanes.

RECOMMENDATIONS

- The planning and design of complete streets needs to account for the needs of multiple user groups. This is particularly true when planning a network of on-street bicycle facilities. For example, bike lanes and

angled parking are typically not compatible or may require the elimination of travel lanes or landscaped medians in order to provide adequate clearances.

- Consider installation of sharrows along streets where bike lanes are not practical.
- Consider placing bike lanes on street that are adjacent and parallel to major arterials, have lower traffic volumes, and are safer alternatives for bike traffic.
- Provide safe and secure bicycle storage facilities within the Downtown. Bike racks can be designed to reflect a district's unique characteristics or local businesses. They therefore serve as both functional and aesthetic elements.
- Install crossing signals at intersections that are conveniently located for bicycle riders.
- Incorporate the local bicycling network in a district's wayfinding and signage system.
- Work in conjunction with local law enforcement, schools, and cycling organizations to hold bicycle safety and educational programs.
- Have regularly scheduled bicycle-oriented events like an organized ride or race along Grand Boulevard.
- Consider the addition of a bike station that provides both bike storage and repairs within the Downtown area.

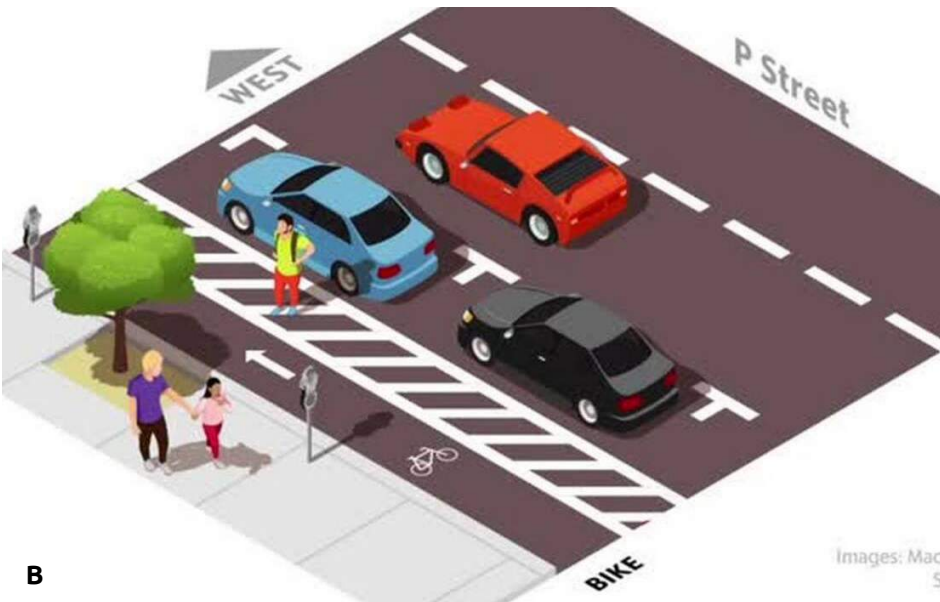
(A) Protected bike lane showing 4-foot buffer area between parked cars and bike lane and placement of on-street parking on opposite side of bike lane from the curb. On-street parking buffers automobile traffic from bicycle traffic.

(B) Image showing protected bike lane configuration.

(C) Bike racks with integral identity signage.



A



B

Images: Maci
Si



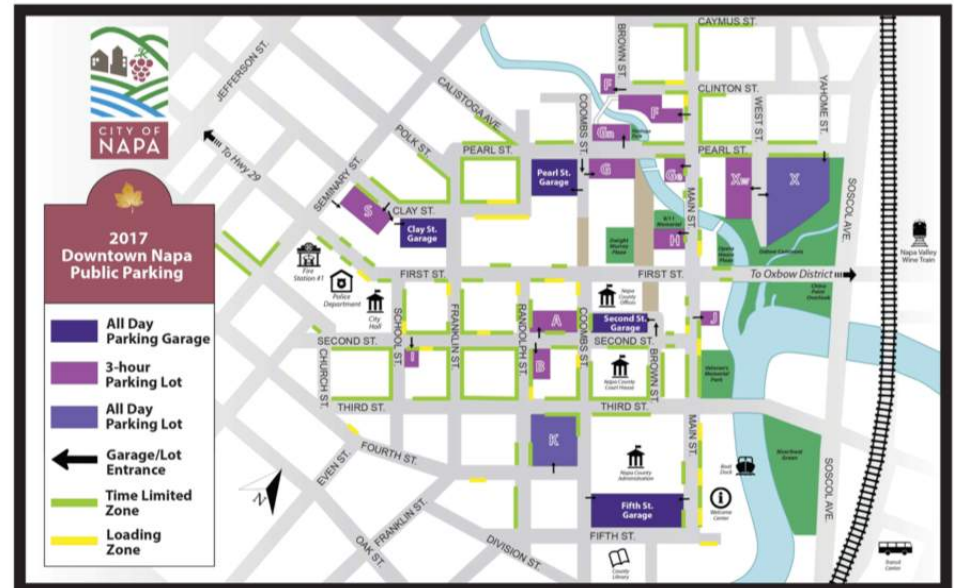
C

Parking

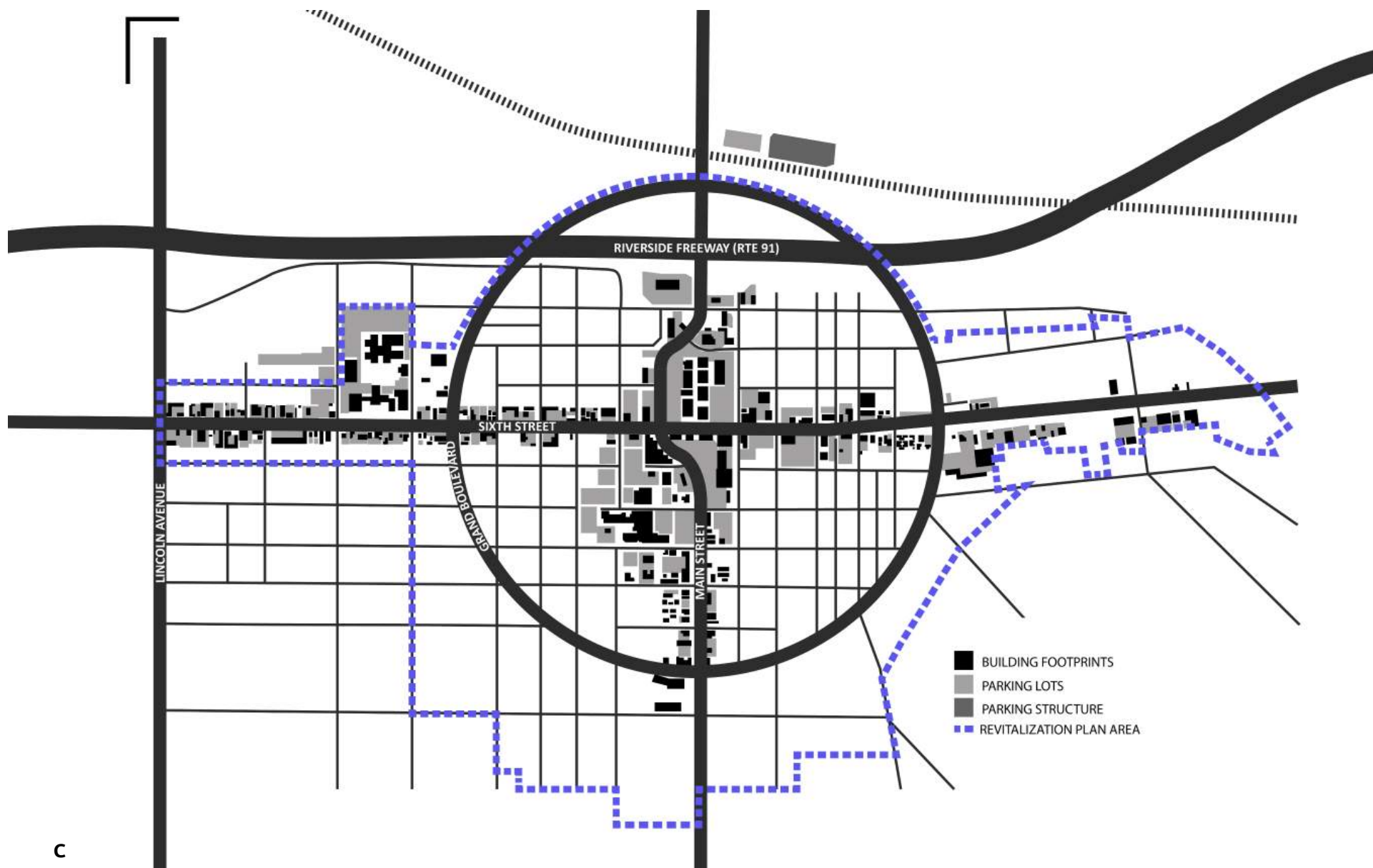
In contrast to the Mid-Century heyday of Downtown Corona, much of Main Street and Sixth Street is dominated by surface parking lots resulting from site-specific requirements and suburban building typologies introduced into the heart of the city. The current oversupply of free surface parking is an inefficient use of precious downtown land that ironically limits both its appeal and capacity as a regional destination. Recapturing invaluable street frontage for higher economic and social value by replacing this parking with more efficient interior parking facilities is a key strategy to bringing The Circle to life.

RECOMMENDATIONS

- Implement a District-wide parking supply and management strategy allowing for multiple destinations to be accessed by a single vehicle trip and promoting more walking along local streets and paseos.
- Develop a Form Based Code in order to prioritize a predictable urban form and facilitate the redevelopment of surface lots by replacing current parking minimum standards.
- Facilitate the development of public/private parking structures within the internal blocks adjacent to the “100% intersection” of Main & Sixth Streets.
- Replace surface lots fronting Main & Sixth with new buildings / parks
- Maximize on-street parking along key streets in order to reduce off-street parking demand, while providing a safe buffer between moving traffic and pedestrians
- Encourage alternative transportation infrastructure (eg. bicycle storage, showers, transit shelters, Neighborhood Electric Vehicle parking/charging)
- Where surface lots are adjacent, they should be combined to create shared parking opportunities



B



C

(A) Shared parking structure with district identity signage and sign showing real-time information on available spaces.

(B) Parking district maps showing location of shared use lots and structures.

(C) Figure-Field diagram of Downtown Corona showing land occupied by buildings and parking lots.

SUMMARY

The vision to restore the heart of Corona is one strongly shared by citizens, leaders, business owners, community builders, and the team of designers and strategists tasked with guiding this effort. When town founder R.B. Taylor and Hiram Clay Kellogg had the “Grand” vision of a 1-mile diameter circular Boulevard, there was no question about where the physical, social, and cultural center of the city would be. Those early visionaries would undoubtedly be amazed by the expansion and growth of their original vision including bold master plans and commercial centers in all compass directions from North Main and Dos Lagos (South) to Sierra Del Oro (West) and Corona Hills (East). After a half-century of pushing out the boundaries of Corona, the time is now to recenter The Circle City with a vibrant, walkable hub and heart.

Conceptual rendering of future development.

A historical black and white photograph of a downtown street, likely in Corona, California. The street is lined with vintage cars from the 1920s and 30s. Buildings on the left have signs for 'PAHAM BRO STORAGE & IGNITION', 'McClaren Tires', and 'GLASS BRO'. A building on the right has a sign for 'HOTEL MONTE'. In the foreground, a 'STOP WHEN PEDESTRIANS ARE IN CROSS WALK' sign is visible. The image is overlaid with a semi-transparent orange rectangle containing the title text.

DOWNTOWN CORONA REVITALIZATION PLAN ADOPTION

September 21, 2022

Agenda

01

**Process & Plan
Overview**

02

**Action Plan &
Implementation**

03

**Design
Guidelines**

04

**Immediate
Next Steps**

01

Process & Plan Overview



Our Journey



Informational
Website & Digital
Outreach



2,400+ Survey
Responses



Market Research



Community
Workshops with
residents and
businesses



Small Focus Group
Discussions



Updates to City
Council

Goals & Strategies

1

Enhanced Safety

- PD Business District Enhancement Team
- Homeless Solutions Programs
- Business Liaison program
- Environmental design improvements
- Technological infrastructure (e.g., security cameras)

2

Catalyst Projects

- Corona Mall
- Wellness District
- City Park Revitalization
- Historic Civic Center Revitalization
- Property assemblage
- Public/Private Partnership projects

3

Public Infrastructure Improvements

- 6th Street Beautification
- Streets Renewal
- Landscape enhancements
- Replanting trees
- Sidewalk, lighting, & parking improvements
- Façade improvement program

4

Creating a Sense of Place

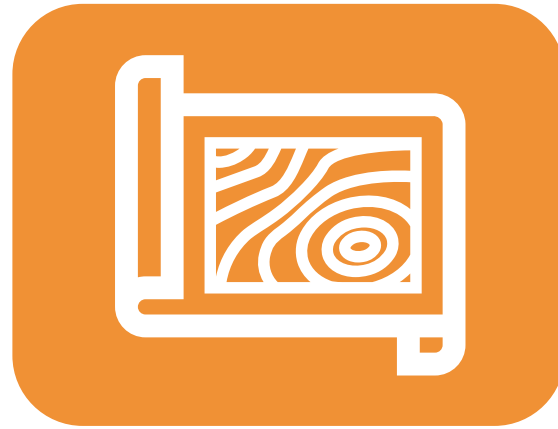
- Signage & wayfinding
- Streetlights
- Thematic sidewalk & street enhancements
- Public art
- Branding
- Public seating areas
- Gathering spaces
- Revised design standards

5

Community Events & Programming

- Night markets
- Festivals/cultural Events
- Outdoor athletic Events
- Live music/ concerts
- Performing arts
- Destination events
- Signature annual events

Economic Tools & Funding Mechanisms



Strategic
Land Use
Policies



Special
Districts



Real Estate
Strategies



Government
Funding &
Financing



Grant Funding
& Other Public
Money

Alignment of Tools & Downtown Goals/Strategies

Economic Development Tools & Financing Mechanisms		Goals & Strategies				
		<i>Enhanced Safety</i>	<i>Catalyst Projects</i>	<i>Public Infrastructure</i>	<i>Sense of Place</i>	<i>Community Events</i>
Strategic Land Use Policies	Development Agreement, Form Based Code	◆	◆		◆	
Special Districts	EIFD, CRIA, CFD, BID, Parking Authority		◆	◆		
Real Estate Strategies	Acquisition, Sale, Performance-based leases, Monetizing Assets		◆	◆	◆	
Government Funding & Financing	Revenue bonds, P3 Structures, Cash Flow Management	◆	◆	◆		◆
Grant Funding & Other Public Money	ARPA, INVEST Act, AHSC [Federal & State Programs]	◆	◆	◆		◆

02

Action Plan & Implementation



Recommendations & Implementation

General Implementation



Catalyst Projects



Enhanced Safety



Sense of Place



Public Infrastructure



Community Events & Programming



Recommendations & Implementation

General Implementation



Tasks	Timeframe
Codify Design Guidelines and amend Downtown Specific Plan	Short -Term
Create interdepartmental team to implement goals	Short -Term
Develop annual report to monitor KPIs	Short -Term
Conduct a General Fund cash flow model analysis to determine if City can generate additional revenues to fund Downtown community revitalization projects	Short -Term
Track and monitor Downtown real estate market opportunities	Ongoing
Actively promote Downtown opportunities to private sector	Ongoing
Utilize project website (thecoronacircle.com) to engage/inform on DRP progress	Ongoing



Recommendations & Implementation

Catalyst Projects



Catalyst Projects

Timeframe

Identify Downtown infrastructure needs & support catalyst projects that advance vision and goals for the Downtown:

- Corona Mall
- Sixth & Main Streets
- Medical Center
- City Park
- Historic Civic Center

Short-term

Support and guide catalyst projects through evaluation of feasibility of financing tools/mechanisms (EIFD, BID, CFD, grants, others) that can fund public infrastructure

Medium-Term

Engage with small business owners to establish a hub in Downtown for local entrepreneurship (e.g., food/culinary experiences)

Ongoing



Recommendations & Implementation

Enhanced Safety



Enhanced Safety	Timeframe
Identify public infrastructure improvements to address safety concerns	Short-Term
Identify and install streetscape and mobility improvements as part of the DRP Design Guidelines to encourage increased pedestrian activity and address pedestrian safety issues	Medium-Term
Continue the PD Business District Enhancement Team	Ongoing
Promote and utilize the City’s Business Liaison Program	Ongoing
Coordinate with the Homeless Solutions Team to address homelessness in Downtown	Ongoing



Recommendations & Implementation

Sense of Place

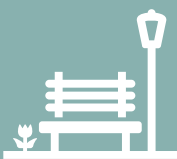


Sense of Place	Timeframe
Develop a brand identity for the Downtown & create a brand leadership team [community engagement/ strategic partnerships will be important elements for success]	Medium-Term
Identify and implement comprehensive and cohesive improvements/enhancements that reinforce brand identity	Long-Term
Encourage and establish Downtown as a cultural/art hub by promoting its history, culture, and historic preservation	Long-Term
Grow social media engagement channels as well as marketing/trade publications to promote the Downtown	Long-Term
Establish partnerships and leverage cross promotional opportunities between City and local stakeholders to promote and reinforce Downtown brand/identity	Long-Term



Recommendations & Implementation

Public Infrastructure

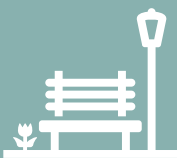


Public Infrastructure	Timeframe
Consider strategic partnerships with RCTC, CalTrans, SCAG and/or others to improve transportation related infrastructure	Medium-Term
Develop matrix of key catalytic public infrastructure improvements & enhancements needs (utilities, parking, lighting, sidewalks and streets upgrades, etc.) in Downtown	Medium-Term
Perform parking demand analysis to evaluate future parking & infrastructure needs	Medium-Term
Implement 6th Street Beautification Project in conjunction with catalyst projects	Medium-Term
Explore/evaluate tools that would help monitor utilization/impacts from streetscape/connectivity changes/improvements (e.g., dedicated bus lanes, bike lanes, etc.)	Medium-Term



Recommendations & Implementation

Public Infrastructure – cont’d.



Public Infrastructure

Timeframe

Evaluate opportunities for micro-transit and other transit improvements to enhance connectivity

Long-Term

Identify opportunities for expanded/enhanced internet access that may utilize technological public infrastructure/ right-of-way (fiber networks, public Wi-Fi, etc.)

Long-Term

Explore/evaluate additional local, state, federal incentives/programs/funding to assist existing and future businesses in Downtown (e.g., business grants, building grants, façade improvement grants/programs, etc.)

Ongoing

Review/evaluate public infrastructure needs in context of primary catalytic projects to better prioritized identified financing mechanisms/tools and process/sequencing of implementation and instalment of specific improvements

Ongoing



Recommendations & Implementation

Community Events & Programming



Community Events & Programming

Timeframe

Prioritize community events that can better activate Downtown core and adjacent areas

Medium-Term

Support investment to facilitate entertainment uses within catalytic projects and determine appropriate financing mechanisms

Medium-Term

Invest in public amenities (programmed public open space/gathering areas) as anchors to drive economic activity

Ongoing



03

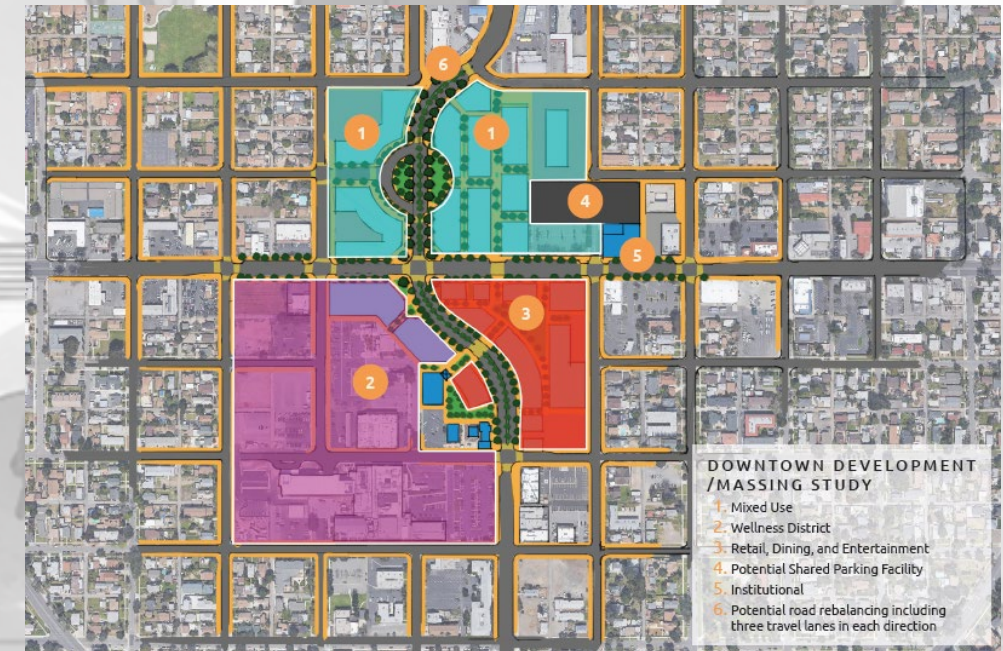
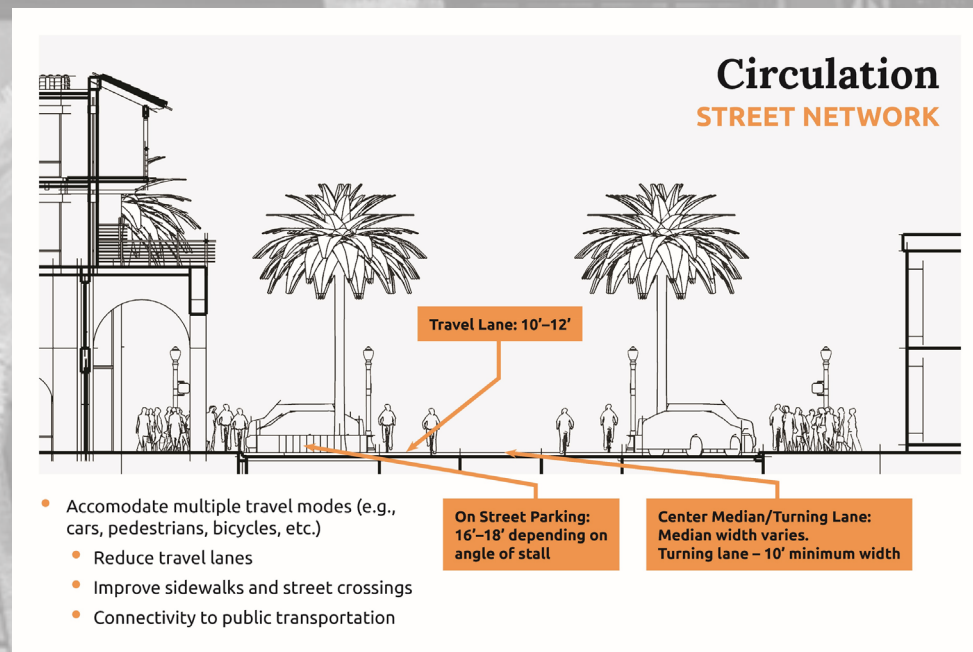
Design Guidelines

A Guide to Placemaking in Downtown
Corona

Design Guidelines



Design Guidelines



Introduction

Circulation

Design
Guidelines

Built
Environment

Public Space

Design Guidelines Codification

Identification of proposed changes to Specific Plan and General Plan



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graph TD; A[Identification of proposed changes to Specific Plan and General Plan] --> B[Presentation of Specific Plan and General Plan Amendments to Planning Commission for Approval]; B --> C[Presentation of Specific Plan and General Plan Amendments to City Council for Adoption];
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Presentation of Specific Plan and General Plan Amendments to Planning Commission for Approval

Presentation of Specific Plan and General Plan Amendments to City Council for Adoption

04 Immediate Next Steps



Immediate Next Steps

Advance Corona Mall Revitalization

- South Mall parking lot reconstruction
- Coordination with LAB on new tenants

Summer 2022 -
Summer 2023

Codify Design Guidelines

- Coordinate with Planning
- Secure Planning consultant
- Amend Downtown Specific Plan

Fall 2022 -
Summer 2023

Advance Infrastructure Enhancements

- Sixth Street beautification
- Utility upgrades
- Secure additional grants for infrastructure/transit
- Commercial façade improvement program

Winter 2023 -
Fall 2024

Questions?

Contact Us



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Art@storylandstudios.com
(562) 631-6418



Staff Report

File #: 22-0732

REQUEST FOR CITY COUNCIL ACTION

DATE: 09/21/2022

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

Authorize the creation of Capital Improvement Project No. 2022-12 for the Widening of Ontario Avenue at Lincoln Avenue and approve the Transportation Uniform Mitigation Fee Reimbursement Agreement with Western Riverside Council of Governments as funding assistance for the project.

EXECUTIVE SUMMARY:

This staff report asks for the City Council to approve a funding agreement with Western Riverside Council of Governments, which will allow the City to move forward with improvements along a section of Ontario Avenue between Oak Avenue and S. Vicentia Avenue. The improvements include widening Ontario Avenue and constructing missing sidewalks and curb ramps, which will alleviate traffic congestion experienced during peak hours at the intersection of Ontario and Lincoln. Additionally, the project will construct missing infrastructure in the area, such as sidewalks and curb ramps for pedestrian accessibility and continuity.

RECOMMENDED ACTION:

That the City Council:

- a. Authorize the creation of a new Capital Improvement Project titled "Ontario Avenue Widening at Lincoln Avenue," Project No. 2022-12.
- b. Approve the Transportation Uniform Mitigation Fee Reimbursement Agreement with Western Riverside Council of Governments for the reimbursement of Transportation Uniform Mitigation Fee Funds for the design, right-of-way, and construction of the Ontario Avenue Widening at Lincoln Avenue Project.
- c. Authorize the City Manager, or his designee, to finalize and execute the Transportation Uniform Mitigation Fee Reimbursement Agreement with Western Riverside Council of Governments for the reimbursement of Transportation Uniform Mitigation Fee Funds for the

design, right-of-way, and construction of the Ontario Avenue Widening at Lincoln Avenue Project, including making minor and non-substantive changes.

- d. Authorize a transfer of \$796,166 from the South Corona Master Planned Landscape Project No. 80080 to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12 within the South Corona Landscaping Fund (274).
- e. Authorize an appropriation in the amount of \$404,560 from the South Corona Landscaping Fund (274) to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12.
- f. Authorize an appropriation in the amount of \$394,133 from the Drainage Fee Fund (212) to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12.
- g. Authorize an appropriation in the amount of \$1,023,276 from the Street and Traffic Signals Fund (211) to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12.
- h. Authorize a transfer of \$276,333 from the Rock Vista Drive Subdrain Project No. 78060 to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12 within the Measure A Fund (227).
- i. Authorize a transfer of \$503,414 from the Oak Avenue Street Improvement Project No. 76030 to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12 within the Measure A Fund (227).
- j. Authorize a transfer of \$45,500 from the Household Hazardous Waste Facility Project No. 71990 to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12 within the Measure A Fund (227).
- k. Authorize a transfer of \$256,618 from the City-Wide Sidewalk and ADA Improvement Project No. 72210 to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12 within the Measure A Fund (227).
- l. Accept \$2,300,000 in funds from the Western Riverside Council of Governments Transportation Uniform Mitigation Fee for the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12.
- m. Authorize an appropriation and an estimated revenue increase in the amount of \$2,300,000 from the Public Works Grants/Agreement Fund (243) to the newly created Capital Improvement Project Ontario Avenue Widening at Lincoln Avenue, Project No. 2022-12.

BACKGROUND & HISTORY:

The recently adopted City of Corona (City) Strategic Plan identified several goals, including providing sound infrastructure and a safe community. Providing sound infrastructure can be achieved by investing in public infrastructure, including adequate roadways, drainage, sidewalks, parkways, ADA ramps, street lighting, traffic signals, crosswalks, and raised medians. Providing a safe community can be achieved by investing in public infrastructure.

The eastbound side (south side) of Ontario Avenue between Lincoln Avenue and Conejo Street has not been widened to the ultimate width of the street; this section currently provides two (2) lanes for eastbound traffic and lacks ADA sidewalks, street lighting, curb and gutter, parkways, and standard driveway approaches. This is the only section on Ontario Avenue between Paseo Grande and Compton Avenue that has yet to be addressed with capital improvements. In addition, the east side of Lincoln Avenue between Ontario Avenue and Othello Lane lacks ADA-compliant sidewalks, and is the only remaining section of Lincoln Avenue between the SR-91 and Mountain Gate Drive has not been addressed. Additionally, a signalized intersection at Lincoln Avenue and Othello Lane is warranted in the Traffic Signal Master Plan. The South Corona Community Facilities Plan proposes landscaped raised medians on Ontario Avenue between Lincoln Avenue and Main Street, of which the section between Lincoln Avenue and Taylor Avenue has not been constructed.

In addition, the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) Network includes an allocation for the widening of Ontario Avenue from 4 lanes to 6 lanes between Lincoln Avenue and Buena Vista Avenue. The City of Corona notified WRCOG of our intent to move forward with this project, and WRCOG met on June 16, 2022, and approved a recommendation for the Executive Committee to approve the funding for this project. The WRCOG Executive Committee approved the action on July 11, 2022. The City will enter into a reimbursement agreement with WRCOG for the funds allocated in the Transportation Improvement Program (TIP). A total of \$2,300,000 is allocated for this project, including \$300,000 for design, \$1,000,000 for right-of-way, and \$1,000,000 for construction.

ANALYSIS:

With the completion of the roadway widening on eastbound Ontario Avenue between Kellogg Avenue and Fullerton Avenue several years ago, and the City of Corona project Ontario Avenue Widening under the I-15 Freeway currently in development, the only remaining Major Arterial roadway corridor to be widened on Ontario Avenue is between Lincoln Avenue and Conejo Street. In addition, with the construction currently underway at Lincoln Avenue and Highgrove Street, the only remaining sidewalk gap that has not been addressed on Lincoln Avenue between Mountain Gate Drive and the SR-91 is the east side of Lincoln Avenue between Othello Lane and Ontario Avenue.

Staff recommends the creation of a new Capital Improvement Project titled "Ontario Avenue Widening at Lincoln Avenue," Project No. 2022-12, to address the remaining improvements needed on Ontario Avenue and Lincoln Avenue. The project will construct the street widening, curb and gutter, parkways, sidewalks, driveways, driveway approaches, street lighting, drainage facilities, and Americans with Disabilities Act (ADA) ramps on the south side of Ontario Avenue, between Lincoln Avenue and Conejo Street. The project will also include traffic signal improvements at the intersections of Lincoln Avenue/Ontario Avenue and Lincoln Avenue/Othello Lane, and parkways,

sidewalks, driveway approaches, and street lighting on the east side of Lincoln Avenue between Ontario Avenue and Othello Lane.

City staff has conducted research of the site, prepared a scope of work and Engineer's Estimate for this project, and identified possible funding sources. Staff recommends a transfer of funds from the available funding sources discussed in the Financial Impact section of this report to the Ontario Widening at Lincoln Avenue Project, Project No. 2022-12, to proceed with a Request for Proposals for Design and Environmental Review and facilitate conversations with the directly affected property owners. In addition, staff will continue to pursue other funding opportunities to offset any additional costs to fully execute this project.

FINANCIAL IMPACT:

Approval of the recommended actions will result in a transfer of \$796,166 from the South Corona Master Planned Landscape Project No. 80080 within the South Corona Landscaping Fund (274); an appropriation in the amount of \$404,560 from the South Corona Landscaping Fund (274); an appropriation in the amount of \$394,133 from the Drainage Fee Fund (212); an appropriation in the amount of \$1,023,276 from the Street and Traffic Signals Fund (211); a transfer of \$276,333 from the Rock Vista Drive Subdrain Project No. 78060 within the Measure A Fund (227); a transfer of \$503,414 from the Oak Avenue Street Improvement Project No. 76030 within the Measure A Fund (227); a transfer of \$45,500.00 from the Household Hazardous Waste Facility Project No. 71990 within the Measure A Fund (227); a transfer of \$256,618 from the City-Wide Sidewalk and ADA Improvement Project No. 72210 within the Measure A Fund (227); and an appropriation and estimated revenue increase in the amount of \$2,300,000 from the Public Works Grants/Agreement Fund (243) to the newly created Capital Improvement Project, "Ontario Avenue Widening at Lincoln Avenue. With these transfers, appropriations, and the acceptance of the WRCOG TUMF funds, the Project fund will total \$6,000,000, which matches the current Engineer's Estimate. There is sufficient fund balance in the respective funds for the recommended actions.

Funding Source	Amount
South Corona Landscaping Fund (274)	\$1,200,726
Drainage Fee Fund (212)	\$394,133
Street and Traffic Signals Fund (211)	\$1,023,276
Measure A Fund (227)	\$1,081,865
Public Works Grants/Agreement Fund (243) - WRCOG TUMF Allocation	\$2,300,000
Total	\$6,000,000

ENVIRONMENTAL ANALYSIS:

These actions are exempt from the California Environmental Quality Action (CEQA), as the actions are not a "project" as defined by CEQA (PRC Section 21065 and CEQA Guidelines Section 15378), guidelines which define a "project" as the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or reasonable foreseeable indirect physical change in the environment, and that is an activity directly undertaking by any public agency

including public works construction and related activities. These actions involve the approval of a funding agreement and the transfer of funds from various project accounts. Therefore, no environmental analysis is required at this time.

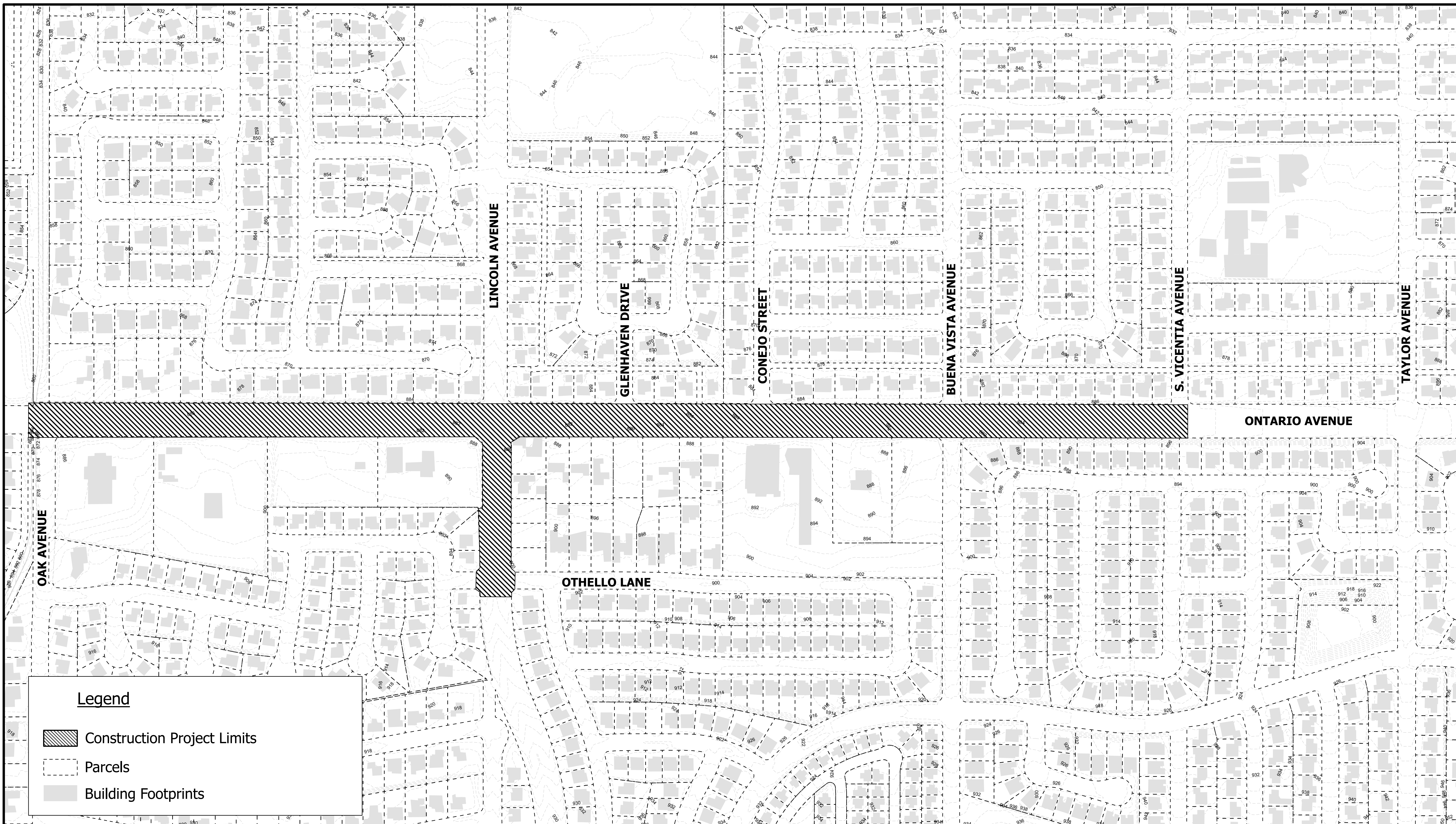
After approval of the recommended actions herein, staff will proceed with the project approval and environmental document phase of this project. Any applicable documentation will be prepared and filed at that time.

PREPARED BY: JULIANNA ZALESKI, ASSOCIATE ENGINEER


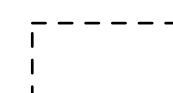

REVIEWED BY: SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

Attachments:

1. Exhibit 1 - Location Map
2. Exhibit 2 - TUMF Agreement
3. Presentation

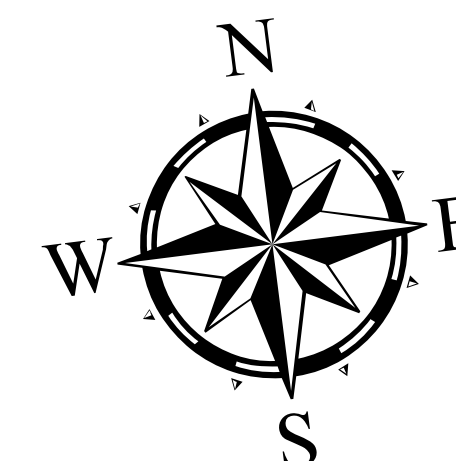
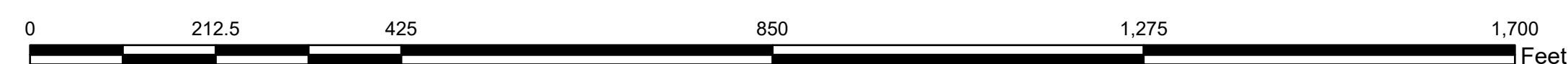


Legend

-  Construction Project Limits
-  Parcels
-  Building Footprints



**CITY OF CORONA
ONTARIO AVENUE WIDENING AT LINCOLN AVENUE
PROJECT LIMITS**



**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
ONTARIO AVENUE WIDENING AT LINCOLN AVENUE
FOR DESIGN, RIGHT OF WAY, AND CONSTRUCTION**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this 21st day of September 2022, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and **THE CITY OF CORONA**, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **ONTARIO AVENUE WIDENING AT LINCOLN AVENUE PROJECT**, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation

4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **\$2,300,000 (TWO MILLION THREE HUNDRED THOUSAND DOLLARS)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the

AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

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

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase,

AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. "AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects."]

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR**, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

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

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

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

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF

Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

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

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

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the

AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

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

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

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

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

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

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

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

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

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

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

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

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

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

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

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

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

If to AGENCY: City of Corona
Public Works Department
400 S. Vicentia Avenue, Suite 210
Corona, CA 9288-2187
Attention: Savat Khamphou, Public Works Director
Telephone: 951-736-0066
Facsimile: 952-739-3627

If to WRCOG: Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Christopher Gray, Deputy Executive Director
Telephone: (951) 405-6710
Facsimile: (951) 223-9720

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

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

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

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF CORONA

By: _____ Date: _____
Dr. Kurt Wilson
Executive Director

By: _____ Date: _____
Savat Khamphou
Public Works Director

Approved to Form:

Approved to Form:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

By: _____ Date: _____
Dean Derleth, City Attorney

By: _____ Date: _____
Sylvia Edwards, City Clerk

EXHIBIT “A”**SCOPE OF WORK**

SCOPE OF WORK: Widen Ontario Avenue between Lincoln Avenue and Buena Vista Avenue to 3 lanes of travel in each direction, construct curb and gutter, sidewalks, driveway approaches, driveways, storm drains, street lights, and parkways along the south side of Ontario Avenue between Lincoln Avenue and Conejo Street, modify the existing traffic signal at Ontario Avenue and Lincoln Avenue to accommodate the street widening, construct parkways, sidewalks, and street lighting along the east side of Lincoln Avenue between Ontario Avenue and Othello Lane, construct ADA accessible curb ramps at the intersections of Ontario Avenue and Lincoln Avenue, Lincoln Avenue and Othello Lane, and Ontario Avenue and Oak Avenue, construct landscaped raised median islands on Ontario Avenue between Lincoln Avenue and S. Vicentia Avenue, perform utility relocations for both City owned utilities and privately owned utilities as required by the street widening, and resurface the restripe the roadway on Ontario Avenue between Via Pacifica and S. Vicentia Avenue.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$0	\$50,000	\$50,000
PS&E	\$300,000	\$0	\$300,000
RIGHT OF WAY	\$1,000,000	\$0	\$1,000,000
CONSTRUCTION	\$1,000,000	\$3,650,000	\$4,650,000
TOTAL	\$2,300,000	\$3,700,000	\$6,000,000

EXHIBIT “A-2”**PROJECT SCHEDULE****TIMETABLE:**

PA&ED – START OCTOBER 2022, END OCTOBER 2023, PS&E – START OCTOBER 2022, END DECEMBER 2023, RIGHT OF WAY – START APRIL 2023, END MARCH 2024, CONSTRUCTION START MARCH 2024, END DECEMBER 2025

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	October 2023	\$50,000	
PS&E	December 2023	\$300,000	
RIGHT OF WAY	March 2024	\$1,000,000	
CONSTRUCTION	December 2025	\$4,650,000	
TOTAL	December 2025	\$6,000,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[sample]

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

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

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

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

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

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
3390 University Avenue; Suite 450
Riverside, California 92501
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

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

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

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

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

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

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

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

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
--	---------------------

Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00

Amount Due this Invoice:	\$000,000.00
	=====

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

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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



ONTARIO AVENUE WIDENING AT LINCOLN AVENUE



Julianna Zaleski
Associate Engineer
Public Works Department
City Council, September 21, 2022

The Ask

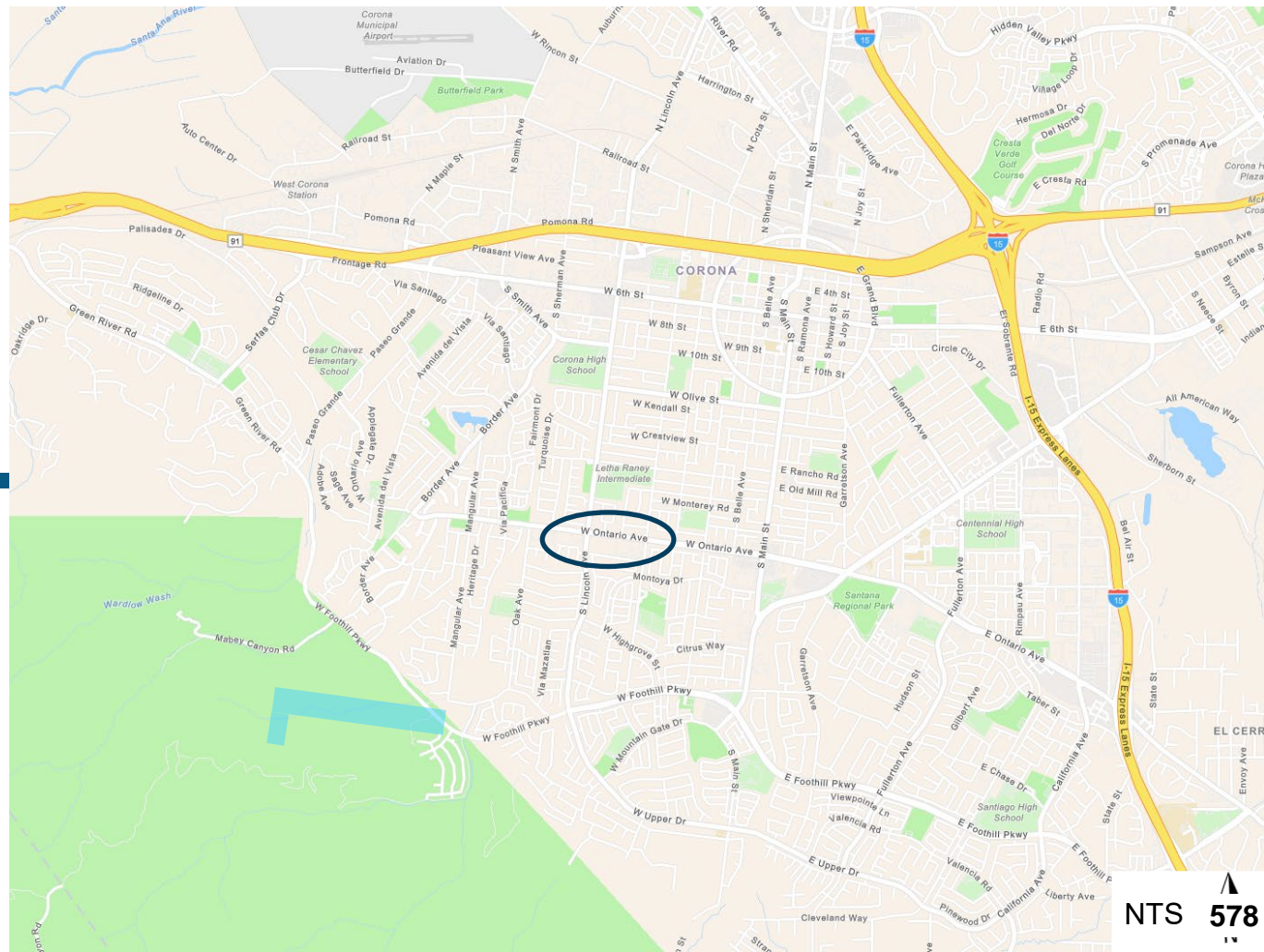


That City Council authorize the creation of the Capital Improvement Project, “Ontario Avenue Widening at Lincoln Avenue.”

Purpose and Need

- ▶ Reduce congestion by improving traffic capacity on Ontario Avenue
- ▶ Improve pedestrian mobility by installing ADA compliant sidewalks and curb ramps
- ▶ Improve safety at the intersections of Lincoln/Ontario and Lincoln/Othello
- ▶ Complete the missing and/or deficient civil improvements (curb and gutter, sidewalks, raised medians, roadway, street lighting, etc.)
- ▶ Complete the missing or deficient traffic improvements (traffic signals, pedestrian push buttons, etc.)
- ▶ Comply with the City of Corona Strategic Plan, Strategic Goals: Sound Infrastructure and Safe Community

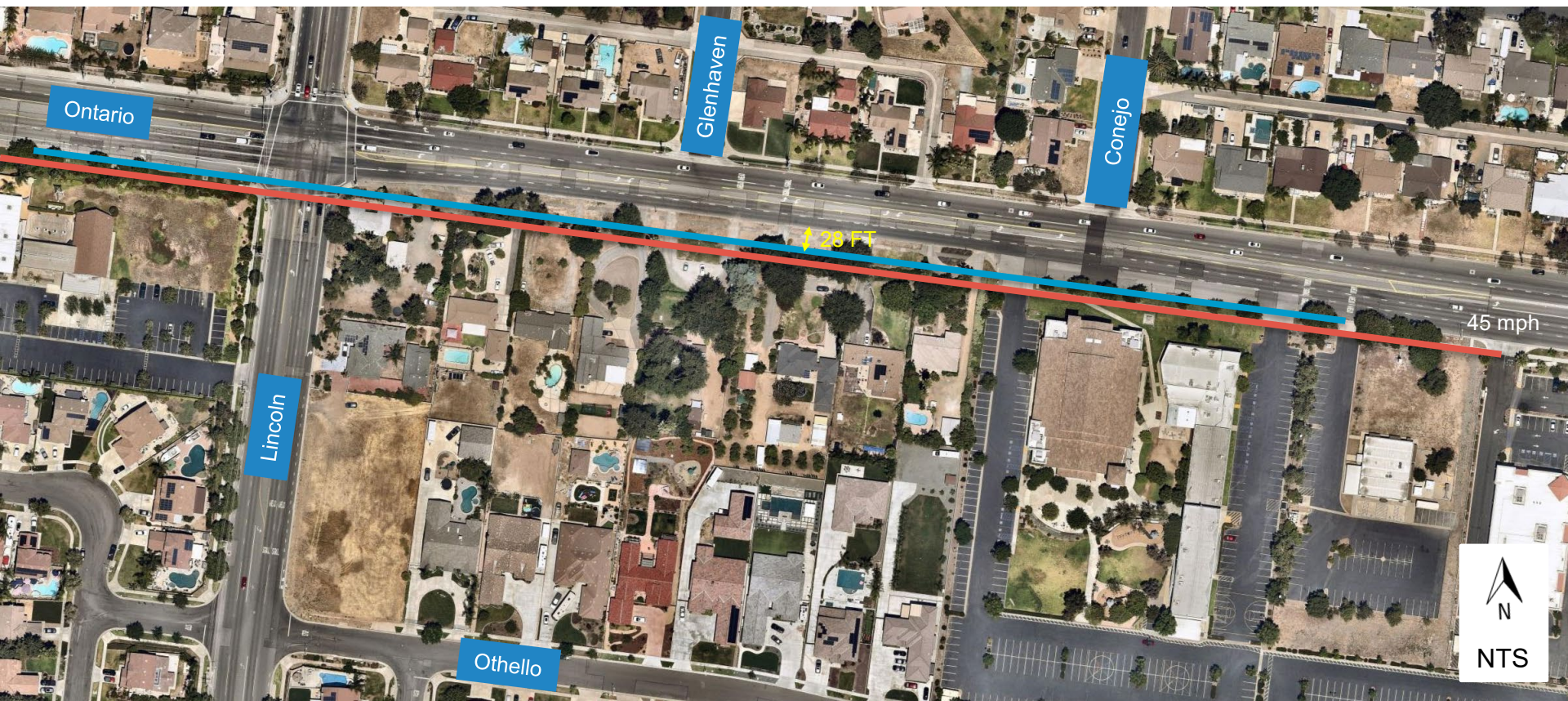
Project Vicinity





Project Location

Ontario Avenue from Oak Avenue to S. Vicentia Avenue
&
Lincoln Avenue from Ontario Avenue to Othello Lane



- Ultimate curb and cutter matching adjacent improved areas
- Existing Right of Way



— Existing Right of Way

Looking East from the Intersection
of Ontario and Lincoln









Looking West from the Intersection
of Ontario and Conejo



Proposed Improvements

- Widen Ontario Avenue from 4 to 6 through lanes and include left turn pockets at intersections
- Construct curb & gutter, catch basins, parkways, sidewalks, street lighting, and modify driveways
- Construct landscaped raised median islands on Ontario between Lincoln and S. Vicentia
- Construct ADA compliant curb ramps at intersections
- Modify the existing signalized intersections to accommodate improvements
- Install a new traffic signal at Lincoln and Othello
- Relocate existing utilities as necessary

Preliminary Engineer's Estimate and Funding Sources

	\$796,166	Landscape Project 80080274 Fund
	\$404,560	Development Impact Fees Fund 274 (Landscape)
	\$394,133	Development Impact Fees Fund 212 (Drainage)
	\$1,023,276	Development Impact Fees Fund 211 (Streets & Traffic)
	\$1,081,865	Measure A Fund 227*
	\$2,300,000	TUMF Allocation from WRCOG
	<hr/>	
	\$6,000,000	Preliminary Engineer's Estimate

**Currently pursuing grant opportunities to offset allocation.*

Proposed Project Duration



Staff's Recommendation



That the City Council authorize the creation of Capital Improvement Project No. 2022-12 “Ontario Avenue Widening at Lincoln Avenue,” and approve the associated actions to create the project.

Questions?



951-736-2264



Julianna.Zaleski@CoronaCA.gov



www.CoronaCA.gov



Staff Report

File #: 22-0735

REQUEST FOR CITY COUNCIL ACTION

DATE: 09/21/2022

TO: Honorable Mayor and City Council Members

FROM: Fire Department

SUBJECT:

Updating sections of Chapter 8.40 of the Corona Municipal Code relating to hazardous materials disclosure.

EXECUTIVE SUMMARY:

City Council consideration of adopting Ordinance No. 3355 to update Chapter 8.40 of the Corona Municipal Code (CMC) to remove the categories and classification of hazardous materials, which are used to determine the permitting and fee requirements that apply to businesses that handle hazardous materials and to make Chapter 8.40 consistent with the City's recently adopted master fee recovery schedule (fee schedule). The fee schedule is based on the volume and degree of hazard potential of the hazardous materials handled by the businesses subject to CMC Chapter 8.40. The attached Ordinance removes the hazardous materials categories from CMC Section 8.40.060 since they are reflected in the City's fee schedule. Removing CMC Section 8.40.060 allows the master fee recovery schedule to be evaluated on a regular basis and not conflict with the CMC.

RECOMMENDED ACTION:

That the City Council introduce, by title only, and waive full reading of Ordinance No. 3355, first reading of an ordinance amending various sections of [Chapter 8.40](#) of the Corona Municipal Code regarding hazardous materials disclosure.

BACKGROUND & HISTORY:

Chapter 8.40 of the Corona Municipal Code (CMC) was enacted to implement the Hazardous Materials Release Response Plans and Inventory Law set forth in Chapter 6.95 of Division 20 of the California Health and Safety Code. This chapter helped establish a system of permitting and regulating businesses that handle hazardous materials, and it provided a mechanism for the enforcement of a minimum set of standards that businesses must follow. The City is authorized, pursuant to Health and Safety Code Section 25513(a), to adopt fees that are collected from these

business types in an amount sufficient to cover the costs incurred in carrying out the provisions of CMC Chapter 8.40, including assistance from the Riverside County Department of Environmental Health. The fee schedule must be based on the volume and degree of hazard potential of the hazardous materials handled by the businesses that are subject to the requirements of CMC Chapter 8.40.

ANALYSIS:

Historically, the hazardous materials classification system consisted of the following three categories, which are outlined in CMC Section 8.40.060:

- Category G: Review and inspection of businesses handling six chemicals or less, 5,000 square feet or less
- Category H: Review and inspection of businesses handling seven to 12 chemicals, 10,000 square feet or less
- Category I: Review and inspection of businesses handling 13 chemicals or more, 10,001 square feet or more.

As part of the most recent city-wide master fee recovery schedule (Resolution No. 2022-021) adopted on March 16, 2022, it was determined that the review and inspection of businesses handling 13 chemicals took less time than other facilities with over 400 chemicals. Therefore, additional categories were created in the fee schedule to allocate the cost to review and inspect businesses based on the volume of chemicals that the business handles. Category I was modified and Categories J through L were added as follows:

- Category I: Review and Inspection of businesses handling 13-20 chemicals, 10,001 sq ft or more
- Category J: Review and Inspection of businesses handling 21-50 chemicals, 10,001 sq ft or more
- Category K: Review and Inspection of businesses handling 51-200 chemicals, 10,001 sq ft or more
- Category L: Review and Inspection of businesses handling 201 or more chemicals, 10,001 sq ft or more

The attached Ordinance removes the hazardous materials categories from CMC Section 8.40.060 since they are reflected in the City's fee schedule. Removing CMC Section 8.40.060 allows the master fee recovery schedule to be evaluated on a regular basis and not conflict with the Corona Municipal Code.

In addition to the removal of CMC 8.40.060, Sections 8.40.020 through 8.40.040 were amended to clean up references to the Hazardous Materials Release Response Plans and Inventory Law.

FINANCIAL IMPACT:

There is no financial impact associated with the recommended action.

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 makes minor text amendments to the CMC to clarify the classification and categories of hazardous materials for the purpose of permitting and disclosure, and there is no possibility that adopting this Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: CINDI SCHMITZ, FIRE MARSHAL

REVIEWED BY: BRIAN YOUNG, FIRE CHIEF

Attachments:

1. Exhibit 1 - Ordinance No. 3355 (Redline)
2. Exhibit 2 - Ordinance No. 3355 (Final)

ORDINANCE NO. 3355

AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, AMENDING VARIOUS SECTIONS IN CHAPTER 8.40 OF THE CORONA MUNICIPAL CODE REGARDING HAZARDOUS MATERIALS DISCLOSURE

WHEREAS, Chapter 8.40 of the Corona Municipal Code regulates businesses that handle hazardous materials by implementing and enforcing the standards pertaining to hazardous materials response plans and disclosures set forth in the Chapter 6.95 of Division 20 of the California Health & Safety Code; and

WHEREAS, the City Council desires to amend certain section in Chapter 8.40 to clarify the categories and classification of hazardous materials, which are used to determine the permitting and fee requirements that apply to businesses that handle hazardous materials.

**THE CITY COUNCIL OF THE CITY OF CORONA DOES ORDAIN AS
FOLLOWS:**

SECTION 1. Amendment – Section 8.40.020. Section 8.40.020 (Definitions) of Chapter 8.40 (Hazardous Materials Disclosure) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“8.40.020 Definitions.

The words and phrases used in this chapter, unless otherwise apparent from the context, shall be as defined in the Hazardous Materials Release Response Plans and Inventory Law set forth in Division 20, Chapter 6.95 of the California Health & Safety Code as amended, and the Hazardous Materials Release Reporting, Inventory and Response Plans Regulations as specified in Title 19, Division 2, Chapter 4 of the California Code of Regulations, as amended, except for the following:

(A) **"Business"** means an employer, person, self-employed individual, trust, firm, joint stock company, limited liability company, corporations, partnership or association, a business organized for profit or nonprofit and any agency, department, office, board, commission, or bureau of a city, county, state, federal or special district. For purposes of this chapter, households that generate, store, handle, dispose, treat or recycle hazardous materials of the kind and in the amounts customary for traditional households, do not constitute a business.

(B) "**Business plan**" means a separate electronic plan for each business location within the city of Corona that satisfies the requirements of Chapter 6.95 ~~of CH&SC~~.

(C) "**Chapter 6.95**" means Chapter 6.95 of Division 20 of the HSC, as amended or superseded.

~~(D)~~ "**CUPA**" means the Certified Unified Program Agency, which is the agency certified by the Secretary for Environmental Protection to implement the unified program specified in Chapter 6.11 of Division 20 of CH&SC ~~the HSC~~. For purposes of this chapter, the DEH is the CUPA.

~~—(D) "**CFR**" means the Code of Federal Regulations.~~

(E) "**Department of Environmental Health (DEH)**" means the County of Riverside Department of Environmental Health.

(F) "**HSC**" means the California Health and Safety Code.

(G) "**Unified Participating Agency**" or UPA means the participating agency that has a written agreement with the CUPA pursuant to subdivision (d) of Health and Safety Code section 25404.3, and is approved by the Secretary for Environmental Protection, to implement or enforce one or more of the unified program elements specified in paragraphs (4) and (5) of subdivision (c) of ~~Health and Safety Code~~ HSC section 25404, in accordance with the provisions of ~~Health and Safety Code~~ HSC sections 25404.1 and 25404.2. For purposes of this chapter, the City of Corona, by and through the Corona Fire Department, is the UPA."

SECTION 2. Amendment – Section 8.40.030(C)(7). Subsection (C)(7) (Employee training) of Section 8.40.030 (Requirements for handling hazardous materials) of Chapter 8.40 (Hazardous Materials Disclosure) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“(7) Employee training. Initial employee training as required by ~~Cal. Health and Safety Code~~ Chapter 6.95 shall be conducted prior to handling hazardous materials regulated by this chapter. Documentation shall be maintained available for inspection.”

SECTION 3. Amendment – Section 8.40.040. Section 8.40.040 (Permits required) of Chapter 8.40 (Hazardous Materials Disclosure) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“8.40.040 Permits required.

(A) **Permit.** Except as provided in Chapter 6.95 ~~of HSC~~ and this chapter, no person shall operate or maintain a business where hazardous materials, or a mixture containing hazardous materials, are handled in a quantity that is equal to or greater than an amount specified in ~~Section 8.40.060~~Chapter 6.95 without a valid permit issued by the DEH.

The owner or operator of a business that was not previously subject to the permit requirements of this chapter shall obtain a permit for handling hazardous materials from the DEH at the time a hazardous material, or a mixture containing a hazardous material, in a quantity that is equal to or greater than an amount specified in ~~§8.40.060~~Chapter 6.95 is first handled at the business.

All permits shall expire annually on the one-year anniversary of the date of permit issuance and shall be renewed annually thereafter at least (30) calendar days prior to the permit expiration date.

The owner or operator of a business that is subject to the requirements of this chapter may also be required to obtain other permits, as set forth in Chapter 1, Section 105 of the California Fire Code ~~(CFC)~~, as determined by the Fire Chief.

(B) **Business plan required.** The owner or operator of a business that handles hazardous materials in quantities specified in ~~§8.40.060~~Chapter 6.95 shall submit a completed business plan electronically to the California Environmental Reporting System (CERS). The DEH and the Corona Fire Department shall review the components of the business plan that are within the jurisdiction of the CUPA and the UPA, respectively, and accept the Business Plan if it complies with the requirements of Chapter 6.95 ~~of HSC~~ and this chapter. The business plan shall be submitted with the appropriate fee payable to DEH. The business plan shall be updated and submitted annually no later than the permit expiration date.

(C) **Contents of business plan.** The business plan required by §8.40.040(B) shall include all the information required by Chapter 6.95 ~~of HSC~~. In addition ~~to the HSC~~, the following shall be required:

- (1) Site map and storage map
 - a. The site map and storage map shall have all text oriented in the same direction on the page.
 - b. If hand drawn, a ruler or straight edge shall

be used.

c. If symbols are used, a legend shall be provided.

(2) Emergency notification

(3) Additional information, as Fire Chief deems necessary to meet the intent of this chapter and Chapter 6.95 ~~of HSC~~ in protecting the public health, safety or the environment.

(D) **Permit issuance.** The DEH will issue a permit to handle hazardous materials when the following requirements have been met:

(1) The business plan has been electronically submitted to the California Environmental Reporting System (CERS) and reviewed and accepted by DEH and the Corona Fire Department.

(2) The applicable fees have been paid in full to DEH.

(E) **Nontransferable permit.** A permit to handle a hazardous material is not transferable.

(F) **Maintaining permit and business plan on premises.** A permit issued pursuant to this chapter shall be posted or made available for inspection at the permitted place of business. A copy of the approved business plan shall be maintained on-site, clearly identified and easily accessible to employees.”

SECTION 4. Amendment – Section 8.40.060. Section 8.40.060 (Hazardous materials classification system) of Chapter 8.40 (Hazardous Materials Disclosure) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby deleted in its entirety.

~~**8.40.060 8.40.060 Hazardous materials classification system.**~~

~~—For purposes of permitting businesses pursuant to this chapter, categories of hazardous materials shall be as follows:~~

~~—(A) Category G: Review and inspection of 6 chemicals or less 5,000 square feet or less.~~

~~—(B) Category H: Review and inspection of 7 to 12 chemicals 10,000 square feet or less.~~

~~—(C) Category I: Review and inspection of 13 chemicals or more 10,001 square feet or more.~~

SECTION 5. CEQA Findings. 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 makes minor text amendments to the CMC to clarify the classification and categories of hazardous materials for purpose of permitting and disclosure, and there is no possibility that adopting this Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required.

SECTION 6. Severability. If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 7. Conflicting Ordinances. This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

SECTION 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 5th day of October, 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 Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California duly held on the 21st day of September 2022 and thereafter adopted at a regular meeting held on the 5th day of October 2022, it was duly passed and adopted 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 5th day of October 2022.

City Clerk of the City of Corona, California

[SEAL]

ORDINANCE NO. 3355

AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, AMENDING VARIOUS SECTIONS IN CHAPTER 8.40 OF THE CORONA MUNICIPAL CODE REGARDING HAZARDOUS MATERIALS DISCLOSURE

WHEREAS, Chapter 8.40 of the Corona Municipal Code regulates businesses that handle hazardous materials by implementing and enforcing the standards pertaining to hazardous materials response plans and disclosures set forth in the Chapter 6.95 of Division 20 of the California Health & Safety Code; and

WHEREAS, the City Council desires to amend certain section in Chapter 8.40 to clarify the categories and classification of hazardous materials, which are used to determine the permitting and fee requirements that apply to businesses that handle hazardous materials.

**THE CITY COUNCIL OF THE CITY OF CORONA DOES ORDAIN AS
FOLLOWS:**

SECTION 1. Amendment – Section 8.40.020. Section 8.40.020 (Definitions) of Chapter 8.40 (Hazardous Materials Disclosure) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“8.40.020 Definitions.

The words and phrases used in this chapter, unless otherwise apparent from the context, shall be as defined in the Hazardous Materials Release Response Plans and Inventory Law set forth in Division 20, Chapter 6.95 of the California Health & Safety Code as amended, and the Hazardous Materials Release Reporting, Inventory and Response Plans Regulations as specified in Title 19, Division 2, Chapter 4 of the California Code of Regulations, as amended, except for the following:

(A) **"Business"** means an employer, person, self-employed individual, trust, firm, joint stock company, limited liability company, corporations, partnership or association, a business organized for profit or nonprofit and any agency, department, office, board, commission, or bureau of a city, county, state, federal or special district. For purposes of this chapter, households that generate, store, handle, dispose, treat or recycle hazardous materials of the kind and in the amounts customary for traditional households, do not constitute a business.

(B) "**Business plan**" means a separate electronic plan for each business location within the city of Corona that satisfies the requirements of Chapter 6.95.

(C) "**Chapter 6.95**" means Chapter 6.95 of Division 20 of the HSC, as amended or superseded.

(D) "**CUPA**" means the Certified Unified Program Agency, which is the agency certified by the Secretary for Environmental Protection to implement the unified program specified in Chapter 6.11 of Division 20 of the HSC. For purposes of this chapter, the DEH is the CUPA.

(E) "**Department of Environmental Health (DEH)**" means the County of Riverside Department of Environmental Health.

(F) "**HSC**" means the California Health and Safety Code.

(G) "**Unified Participating Agency**" or UPA means the participating agency that has a written agreement with the CUPA pursuant to subdivision (d) of Health and Safety Code section 25404.3, and is approved by the Secretary for Environmental Protection, to implement or enforce one or more of the unified program elements specified in paragraphs (4) and (5) of subdivision (c) of HSC section 25404, in accordance with the provisions of HSC sections 25404.1 and 25404.2. For purposes of this chapter, the City of Corona, by and through the Corona Fire Department, is the UPA."

SECTION 2. Amendment – Section 8.40.030(C)(7). Subsection (C)(7) (Employee training) of Section 8.40.030 (Requirements for handling hazardous materials) of Chapter 8.40 (Hazardous Materials Disclosure) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“(7) Employee training. Initial employee training as required by Chapter 6.95 shall be conducted prior to handling hazardous materials regulated by this chapter. Documentation shall be maintained available for inspection.”

SECTION 3. Amendment – Section 8.40.040. Section 8.40.040 (Permits required) of Chapter 8.40 (Hazardous Materials Disclosure) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“8.40.040 Permits required.

(A) **Permit.** Except as provided in Chapter 6.95 and this chapter, no person shall operate or maintain a business where hazardous materials, or a mixture containing hazardous materials, are handled in a quantity that is equal to or greater than an amount specified in Chapter 6.95 without a valid permit issued by the DEH.

The owner or operator of a business that was not previously subject to the permit requirements of this chapter shall obtain a permit for handling hazardous materials from the DEH at the time a hazardous material, or a mixture containing a hazardous material, in a quantity that is equal to or greater than an amount specified in Chapter 6.95 is first handled at the business.

All permits shall expire annually on the one-year anniversary of the date of permit issuance and shall be renewed annually thereafter at least (30) calendar days prior to the permit expiration date.

The owner or operator of a business that is subject to the requirements of this chapter may also be required to obtain other permits, as set forth in Chapter 1, Section 105 of the California Fire Code, as determined by the Fire Chief.

(B) **Business plan required.** The owner or operator of a business that handles hazardous materials in quantities specified in Chapter 6.95 shall submit a completed business plan electronically to the California Environmental Reporting System (CERS). The DEH and the Corona Fire Department shall review the components of the business plan that are within the jurisdiction of the CUPA and the UPA, respectively, and accept the Business Plan if it complies with the requirements of Chapter 6.95 and this chapter. The business plan shall be submitted with the appropriate fee payable to DEH. The business plan shall be updated and submitted annually no later than the permit expiration date.

(C) **Contents of business plan.** The business plan required by §8.40.040(B) shall include all the information required by Chapter 6.95. In addition, the following shall be required:

- (1) Site map and storage map
 - a. The site map and storage map shall have all text oriented in the same direction on the page.
 - b. If hand drawn, a ruler or straight edge shall be used.
 - c. If symbols are used, a legend shall be provided.

(2) Emergency notification

(3) Additional information, as Fire Chief deems necessary to meet the intent of this chapter and Chapter 6.95 in protecting the public health, safety or the environment.

(D) **Permit issuance.** The DEH will issue a permit to handle hazardous materials when the following requirements have been met:

(1) The business plan has been electronically submitted to the California Environmental Reporting System (CERS) and reviewed and accepted by DEH and the Corona Fire Department.

(2) The applicable fees have been paid in full to DEH.

(E) **Nontransferable permit.** A permit to handle a hazardous material is not transferable.

(F) **Maintaining permit and business plan on premises.** A permit issued pursuant to this chapter shall be posted or made available for inspection at the permitted place of business. A copy of the approved business plan shall be maintained on-site, clearly identified and easily accessible to employees.”

SECTION 4. Amendment – Section 8.40.060. Section 8.40.060 (Hazardous materials classification system) of Chapter 8.40 (Hazardous Materials Disclosure) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby deleted in its entirety.

SECTION 5. CEQA Findings. 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 makes minor text amendments to the CMC to clarify the classification and categories of hazardous materials for purpose of permitting and disclosure, and there is no possibility that adopting this Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required.

SECTION 6. Severability. If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City

Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 7. Conflicting Ordinances. This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

SECTION 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 5th day of October, 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 Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California duly held on the 21st day of September 2022 and thereafter adopted at a regular meeting held on the 5th day of October 2022, it was duly passed and adopted 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 5th day of October 2022.

City Clerk of the City of Corona, California

[SEAL]



SPECIES OF THE MONTH

Burrowing Owl

Athene cunicularia hypugaea

Betsy Dionne- Senior Management Analyst

Burrowing owl

- State Species of Special Concern
- Small (7-10 inches) brown and white raptor
- Large yellow eyes
- Wingspan: 20-22 inches
- Some individuals are migratory
- Adult lifespan: 9 years
- Prey includes small mammals, invertebrates, reptiles, and amphibians
- Nests underground in burrows



Burrowing owl

- Current range: Washington south to Baja California, across the Midwest to Louisiana and Florida, and down into Central Mexico
- Mitigatory owls may migrate as far as El Salvador
- Owls are sparsely located within open lowlands
- Breeding owls may be year-round residents
- Some individuals may only winter in the MSHCP area



Burrowing owl

- Semi-colonial
- Active during the day with hunting often occurring at dawn and dusk
- Breeding occurs March thru August
- Lay 6-11 eggs
- Young can fly around 4 weeks after hatching
- Threats to the species include conversion of grassland to development, rodent control, corvids, and prolonged drought



Habitat

- Grassland, playas and vernal pools, some agricultural land, and sparsely vegetated coastal sage scrub
- Prefer low vegetation
- Often associated with California ground squirrel
- Require large open spaces to forage for prey
- Require the use burrows for protection, roosting (sleep, rest), and nesting cover



Species Objectives

- 49,590 acres of suitable habitat
- 5 Core Areas and interconnecting linkages
 - Support breeding populations of approximately 120 burrowing owls with at least five pairs in each Core area.
- Include within the MSHCP Conservation Area the known nesting locations of the burrowing owl.



Species Objectives

- Surveys
- Pre-construction presence/absence surveys will be performed prior to ground disturbance.
- Translocation sites



Preparing for a Translocation

- Assessment of the birds to be moved
- Artificial burrows
- Hacking cage



Translocations

- Collaboration
- Increased success
- Management tools



Management

- Monitoring
 - Remote cameras
 - Peeper scopes
- Management
 - Burrow repairs, cleaning
 - Habitat – grazing, mowing





THANK YOU!

